

Labor Agreement

Lake County Board

Lake County Sheriff

&

Correctional Division

Teamsters Local 700

December 1, 2013 through November 30, 2016

**Aaron Lawler
Chairman**

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

PREAMBLE _____

DEFINITION OF TERMS _____

ARTICLE 1 - RECOGNITION

ARTICLE 2 - NON-DISCRIMINATION _____

- **Section 2.1 Use of Masculine Pronoun** _____
- **Section 2.2 Non-Discrimination** _____
- **Section 2.3 Nursing Female Employees** _____

ARTICLE 3 - DUES DEDUCTION/FAIR SHARE _____

- **Section 3.1 Dues Deduction** _____
- **Section 3.2 Fair Share** _____

ARTICLE 4 - MANAGEMENT RIGHTS _____

- **Section 4.1 Rights** _____
- **Section 4.2 Conflicts** _____

ARTICLE 5 - NO STRIKE _____

- **Section 5.1 No Strike Commitment** _____
- **Section 5.2 Resumption of Operations** _____
- **Section 5.3 Union Liability** _____
- **Section 5.4 Discipline of Strikers** _____

ARTICLE 6 - RESOLUTION OF IMPASS _____

ARTICLE 7 - BILL OF RIGHTS _____

ARTICLE 8 - GRIEVANCE AND ARBITRATION _____

- **Section 8.1 Preamble** _____
- **Section 8.2 Grievance Steps** _____
- **Section 8.3 Time Limits** _____
- **Section 8.4 Time Off** _____
- **Section 8.5 Scheduled Grievance Hearing** _____

ARTICLE 9 - DISCIPLINE _____

- **Section 9.1 Employee Discipline** _____
- **Section 9.2 Corrective Discipline** _____
- **Section 9.3 Pre-disciplinary Meeting** _____
- **Section 9.4 Right to Union Representation** _____

ARTICLE 10 - LABOR/MANAGEMENT CONFERENCES _____

- **Section 10.1 Procedures**

- Section 10.2 Limitations_____
- Section 10.3 Expenses_____
- Section 10.4 Union Locker_____

ARTICLE 11 - LAYOFF_____

- Section 11.1 Procedures_____

ARTICLE 12 - EMPLOYEE SECURITY_____

- Section 12.1 File Inspection_____
- Section 12.2 Use and Destruction of File Material_____
- Section 12.3 Employee Notification_____
- Section 12.4 Rebuttal Statement_____
- Section 12.5 Requirement for Internal Complaint_____

ARTICLE 13 - HOURS AND OVERTIME_____

- Section 13.1 General Provisions_____
- Section 13.2 Work Day and Work Week_____
- Section 13.3 Work Schedule Changes_____
- Section 13.4 Shift Preference Bidding_____
- Section 13.5 Overtime Payment / Compensatory Time_____
- Section 13.6 Sixth and Seventh Day Work_____
- Section 13.7 Call Back_____
- Section 13.8 Court Time_____
- Section 13.9 Stand-by Pay_____
- Section 13.10 Overtime_____

ARTICLE 14 - INDEMNIFICATION_____

- Section 14.1 Employer Responsibility_____
- Section 14.2 Legal Representation_____
- Section 14.3 Cooperation_____
- Section 14.4 Applicability_____

ARTICLE 15 - SENIORITY_____

- Section 15.1 Definition of Seniority_____
- Section 15.2 Seniority List_____
- Section 15.3 Personal Day Selection_____
- Section 15.4 Termination of Seniority_____
- Section 15.5 Seniority Tie Breaking_____

ARTICLE 16 – Teamsters REPRESENTATIVES_____

- **Section 16.1 Union Negotiating Team_____**

ARTICLE 17 - BULLETIN BOARDS_____

ARTICLE 18 - LEAVES OF ABSENCE_____

- **Section 18.1 Leave_____**
- **Section 18.2 Payment in Lieu of Sick Leave_____**
- **Section 18.3 Treatment on Seniority_____**
- **Section 18.4 Sick Leave Use Restriction_____**
- **Section 18.5 Leave Notification_____**
- **Section 18.6 Sick Leave Abuse Sanctions_____**
- **Section 18.7 Personal Days Use_____**
- **Section 18.8 Illnesses or Injury During Paid Vacation Leave_____**
- **Section 18.9 Unauthorized Leave_____**
- **Section 18.10 FMLA, VESSA and IFMLA_____**
- **Section 18.11 Discipline_____**

ARTICLE 19 - WAGE RATES_____

- **Section 19.1 Wages_____**

ARTICLE 20 - HOLIDAYS_____

- **Section 20.1 Amounts_____**
- **Section 20.2 Equivalent Time Off_____**
- **Section 20.3 Cash Payment_____**
- **Section 20.4 Advance Notice_____**
- **Section 20.5 Holiday During Vacation_____**
- **Section 20.6 Eligibility_____**
- **Section 20.7 Holiday Observance_____**
- **Section 20.8 Payment Upon Separation_____**

ARTICLE 21 -EMPLOYEE DEVELOPMENT AND TRAINING_____

- **Section 21.1 Educational Payment_____**
- **Section 21.2 Travel Expenses_____**
- **Section 21.3 Employee Training and Development Planning_____**
- **Section 21.4 Travel Time_____**
- **Section 21.5 Firearms_____**

ARTICLE 22 - CLOTHING ALLOWANCE_____

- Section 22.1 Uniforms_____

ARTICLE 23 - VACATIONS_____

- Section 23.1 Vacation Time_____
- Section 23.2 Vacation Pay_____
- Section 23.3 Vacation Scheduling_____

ARTICLE 24 - INSURANCE_____

- Section 24.1 Insurance Benefits_____

ARTICLE 25 - GENERAL PROVISIONS_____

- Section 25.1 Access to Records_____
- Section 25.2 Eyeglasses_____
- Section 25.3 Inoculation or Immunization Expenses_____
- Section 25.4 Policies and Procedures_____
- Section 25.5 Correctional Assignments_____
- Section 25.6 Specialty Unit Assignments_____
- Section 25.7 Cross Utilization_____
- Section 25.8 Trades_____
- Section 25.9 Time Limits_____
- Section 25.10 Training / Uniform Reimbursement_____

ARTICLE 26 - SAVINGS CLAUSE_____

ARTICLE 27 - SECONDARY EMPLOYMENT_____

- Section 27.1 Restrictions_____
- Section 27.2 Definitions_____
- Section 27.3 Standards_____
- Section 27.4 Denial of Request for Secondary Employment_____

ARTICLE 28 - EMPLOYEE TESTING_____

- Section 28.1 Statement of Policy_____
- Section 28.2 Prohibitions_____
- Section 28.3 Drug and Alcohol Testing Permitted_____
- Section 28.4 Order to Submit to Testing_____
- Section 28.5 Tests to be Conducted_____
- Section 28.6 Right to Contest_____
- Section 28.7 Voluntary Requests for Assistance and Discipline_____

ARTICLE 29 - FIELD TRAINING COMPENSATION_____

- Section 29.1 Field Training_____

ARTICLE 30 - UNION STEWARDS_____

- Section 30.1 Notifications_____
- Section 30.2 Meetings_____

ARTICLE 31 - AUTHORITY OF CONTRACT_____

- Section 31.1 Prevailing Rights_____

ARTICLE 32 - DURATION_____

- Section 32.1 Term of Agreement_____

PREAMBLE

This Agreement is entered into by and between the Lake County Board and the Sheriff of Lake County (herein referred to as the "EMPLOYER") and the Teamsters Local 700 Union (hereinafter referred to as the "UNION").

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

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

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

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

DEFINITION OF TERMS

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

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

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

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

- D.) "Probationary Employee" refers to any new employee who enters the employer's service or any former employee hired after a break in seniority consistent with Article 15 Section 5 of this Agreement. All probationary employees covered by this Agreement shall serve a probationary period of twelve (12) months. The discipline or discharge of a probationary employee shall not be a violation of this Agreement. A probationary employee, an employee during an original twelve (12) month probationary period, has no right to use the grievance procedure in the event of discharge or 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 security employees and law enforcement support employees in the security bargaining unit. The bargaining unit shall include the following job classifications:

- A. Correctional Division
 - A1. Corrections Officers
 - Corrections Officer
 - Corrections Officer/maintenance
 - Resident Field Coordinator
 - A2. Corrections Support
 - Civilian Receptionists

- B. Positions EXCLUDED from the bargaining unit described above shall include:

Excludes the Chief of Corrections, the Deputy Chief of Corrections, Work Release Manager, Corrections Sergeant, Corrections Lieutenant and all confidential, managerial, clerical and supervisory and all other employees of the employer excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; and any others 51LCS315/1.

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. The Employer and the Labor Union agree that neither shall discriminate in employment matter by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, sexual orientation or disability, voluntary membership or non-voluntary membership in the Labor Union. No bargaining unit member shall be transferred, assigned, reassigned or have their duties changed for reasons prohibited by this section. The Employer shall continue to provide equal employment opportunity and apply employment practices for all bargaining unit members. Any transfer of a bargaining unit member cannot be based upon their protected Labor Union activity under this Agreement or under the law.

Section 2.3 Nursing Female Employees

The Employer shall provide a room in close proximity to the work area, other than a toilet stall, where a female employee who is nursing can express her breast milk in privacy.

ARTICLE 3 - DUES DEDUCTION/FAIR SHARE

Section 3.1 Dues Deduction

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

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

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

Section 3.2 Fair Share

A.) Pursuant to Section 315/6 of Illinois Public Employer Labor Relations Act 51LC5315/6, the parties agree that as of the date of the signing hereof, if the majority of the members of the bargaining Unit recognized hereby have voluntarily authorized (with resubmission of authorization on an annual basis) a deduction under Section 1 of this Article, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer once each year that such majority of the members of said unit are dues paying members of the Union at the time, non-union members employed in status positions in the unit, who choose not to become members within ninety (90) calendar days of employment or ninety (90) calendar days of the signing hereof, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee shall

be deducted from the employees' paycheck. Such involuntary deduction shall remain in effect for the duration of this labor Agreement or until a majority of the members of the bargaining unit no longer have voluntarily authorized deductions under Section 1 of this article.

B.) If a majority of employees covered hereby are not Union members, the exclusive bargaining agent may request an election among the members of the bargaining unit covered hereby to determine whether an involuntary fair share fee shall be deducted from wages of non-union members covered hereby. Such election shall be conducted by a third party agreed upon by the parties under balloting and election procedures determined by the third party. Any costs, including overhead fees and charges associated with said election shall be borne by the exclusive bargaining agent. If as a result of said election, it is determined that a majority of the employees covered hereby favor involuntary fair share fee deductions, as described in clause a of this Section 2, such fair share fee involuntary deduction shall be initiated no later than the second pay period following a certification of election results. Said fair share fee involuntary deduction shall remain in effect for the duration of this Agreement. Notwithstanding anything to the contrary contained in clause (a) of this Section 2, once an election as described herein has occurred and the Union has failed to obtain a majority favoring involuntary deductions as described in clause a of this Section, involuntary deductions shall not be initiated for the remaining term of this Agreement even if a majority of the employees covered hereby voluntarily authorized withholding in accordance with Section 1 of this Article.

C.) The Employer shall take such steps as maybe required to accomplish any wage, withholding, authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the collective bargaining agents within thirty (30) calendar days after the dates of withholding, provided nothing contains in this Article shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the

fair share fee to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer that a different fair share amount should be collected.

D.) Parties hereto agree that the fair share payments hereunder shall be used for the following purposes only;

1. Expenses relating to the negotiations of this Agreement.
2. Expenses relating to administration of this Agreement.
3. Expenses relating to adjustment of grievances filed here under.
4. Expenses otherwise permitting by law to be included in the fair share payment provided that in no event shall any such payments be utilized for the purpose of supporting a political or ideological activities of the Union, including contributions related to the elections or support of any candidate for political office.

E.) Said fair share payments shall not exceed the dues paid voluntarily to the Union by employees covered hereby.

F.) In the event any employee required involuntarily to make a fair share payment hereby disputes the amount withheld pursuant to this Article, said employee may within thirty (30) calendar days from the date that said amounts is first withheld, file a complaint with the Union to that effect, listing the reason for, the dispute. Said complaints maybe filed solely on the basis that the fair share payments amount includes expenses not permitted under Section 2d hereof. The employee shall provide a copy thereof to the Employer and the Union.

G.) The Union shall consider said complaints in accordance with procedures established by it and shall, within thirty (30) calendar days of the date of the

complaint, determine whether the required fair share payments amount includes any expenses not permitted by Section 2-d hereof. If the fair share payments amount includes unpermitted expenses, the Union shall adjust the payment amount so as to exclude said unpermitted expenses notifying the Employer thereof; and said revised amount shall there after become the amount withheld pursuant to this Article by the Employer for all employees covered hereby.

H.) If the employee is not satisfied with the decision of the Union, said employee may, within thirty (30) calendar days of the issuance of the decision of the Union, notify the Employer and the Union, that he or she wishes the complaint determined by binding arbitration. The Employer shall then request the federal mediation and conciliation service to provide the Union and the employee with a panel of seven qualified arbitrators. The Union and the employee shall then select the arbitrator by the "striking process", with the employee "striking first". The arbitrator so selected shall determine, after a hearing during which both the Union and the employee are entitled to present all relevant information, whether the fair share payment amount includes expenses not permitted under Section 2-d hereof. In the event the arbitrator determines that the fair share payment amounts includes expenses not permitted under Section 2d hereof, he or she shall determine a new fair share payment amount not including such expenses and said new amounts shall be the sum deducted by the Employer hereunder thereafter The cost of such arbitration shall be borne equally by the employee and the Union.

I.) From the date the Employer receives notice of the complaint of the employee referred to in Section f above, the Employer shall deposit the fair share payments deducted from said employee's wages in an interest bearing escrow account, pending the outcome of the determination as to what is the correct fair share payment amount. Once a final decision is reached on this question, the Employer shall pay the proceeds of the escrow account in accordance with said final decision paying earned interest in proportion to payments to the Union and the employee.

J.) Employees covered hereunder must use the provisions of this section to resolve

disputes relative to the amounts of fair share fee until such time procedures to resolve disputes relative to the amounts of fair share fee have been established by the ILRB. Once the ILRB procedures become effective, provisions of this section to resolve disputes relative to the amounts of fair share fee shall be null and void and procedures established by the ILRB shall govern.

K.) In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deductions, provided, however, that said right to refuse shall continue only so long as the Employer makes contributions at least equally in amount to the fair share fee amount to a non-religious charitable organization mutually agreed upon by the employees so refusing and the Union. For this purpose, the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a fair share fee by virtue of this section; and it shall be the sole obligation of the Union to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a fair share fee involuntary deduction.

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

M.) Nothing contained herein shall require the Employer to take any action to collect any fair share fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

N.) Whenever a fair share for involuntary deduction has been authorized in accordance with the provisions contained in this Article. It shall be the responsibility of the Union to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

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 Sheriff's Office.
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 new employees, determine examination techniques for new employees and to direct the employees of the Sheriff's Department, including the right to promote, demote, evaluate, transfer and assign work and overtime.
7. To suspend, demote, discharge and take other disciplinary action from relief from duty any 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 Sheriff's Office.
12. To introduce new methods of operation.
13. To eliminate, contract and relocate or transfer work to maintain efficiency.
14. To direct employees in their tasks.

Section 4.2 Conflicts

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights and furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 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.

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

subject to the grievance and arbitration procedure.

ARTICLE 6 - RESOLUTION OF IMPASS

Both parties will follow Chapter 5, Illinois Compiled Statutes 3 15/14 as of January 1, 1986 or as subsequently amended.

ARTICLE 7 - BILL OF RIGHTS

Both parties will comply with the Uniform Peace Officers Disciplinary Act, Chapter 50, 1LC5725/1 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 8 - GRIEVANCE AND ARBITRATION

Section 8.1 Preamble

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Union against the Employer involving the meaning, misinterpretation or misapplication, or violation of the provisions of this Agreement. All of the time limits set forth below are of the essence. No Grievance shall be accepted or appealed unless submitted within the time limits established in section 2. No grievance shall be accepted or appealed if not submitted within the time limits set forth. If the grievance is not timely submitted or appealed it is waived and cannot be reinstated.

Section 8.2 Grievance Steps

STEP ONE: The employee, with or without a Union representative, shall file a grievance (grievance form attached as Appendix B) to the employee's supervisor within fifteen (15)–calendar days after its occurrence, or circumstances giving rise to a grievance, or grievant' s knowledge of the events giving rise to the grievance. The grievance shall set forth the facts of the grievance, the specific provisions of this agreement in dispute and the remedy sought. The supervisor shall then attempt to adjust the matter and shall respond within fifteen (15) calendar days after such discussion.

STEP TWO: If not adjusted in Step One, the grievance shall be presented to the Deputy Chief of Corrections within fifteen (15) calendar days following the receipt of the supervisor's answer in Step One, or the failure of the supervisor to answer within fifteen (15) 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 fifteen (15) calendar days after receipt of the grievance from the Union. The Deputy Chief of Corrections shall then render a decision, based on the supplied information during the meeting, within fifteen (15) calendar days of the meeting, submitting a copy to both

grievant and the labor Union office located in Park Ridge, Illinois. The copy can be tendered by way of fax or by way of mail service.

STEP THREE If the grievance is not adjusted in Step Two, the grievance shall be submitted in writing to the Chief of Corrections within fifteen (15) calendar days of receipt of the response from the Deputy Chief of Corrections at Step Two. A meeting shall be held at a mutually agreeable time and place with the Chief of Corrections (or his representative) and will be attended by Undersheriff/Chief Deputy when possible (or their designee) to discuss and try to adjust the grievance. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Chief of Corrections shall give the Union the Employer's answer within fifteen (15) calendar days following their meeting, submitting a copy to both grievant and the labor Union office located in Park Ridge, Illinois. The copy can be tendered by way of Fax or by way of mail service.

STEP FOUR: Arbitration

If the answer at Step III is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fifteen (15) calendar days after receipt of the Chief of Correction's answer at Step III. The Union must serve by certified U.S. Mail both the 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 fifteen (15) calendar days after receipt of the Chief of Correction's answer at step III.

In the absence of agreement on a neutral arbitrator, the Union shall file a request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside within a radius of 100 Miles from the City of Chicago. Both the Sheriff and the Union shall each have the right to reject one panel in its entirety, on written notice to the other, within seven (7) working days of its receipt and request that a new panel be submitted. The Sheriff and the Union shall have the right alternately to strike names from the panel. One party shall strike

a name, the other party shall then strike a name, and this procedure shall continue until one name remains. The person remaining shall be the arbitrator. The parties shall participate in a coin toss to determine which party shall strike the first name from the panel.

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

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

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

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

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

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

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 8.3 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.

- D.) Security Unit Employees and Law Enforcement Support

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

Section 8.4 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 1/2) 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.

8.5 Scheduled Grievance Hearings

1. Reference all future Grievance and all Grievances which are currently pending at steps one (1) through (3).
2. The Hearing date(s) will be scheduled on the First (1st) and Third (3rd) Tuesday of each month.
3. The Grievance Hearings will be scheduled for either 8am or 1pm depending on the officer's assigned shift.
4. At Steps Two (2) and Three (3), the Sheriff, Chief of Corrections or the Deputy Chief of Corrections can be represented by a designee.

ARTICLE 9 - DISCIPLINE

Section 9.1 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 9.2 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. Generally, disciplinary action will be progressive in nature that will include the below steps. This section shall not be interpreted to prevent the employer from counseling or training employees, which shall not be considered discipline.

- a) Verbal Reprimand
- b) Written Reprimand
- c) Suspension
- d) Discharge

Section 9.3 Pre-disciplinary Meeting

For contemplated suspensions and discharges, 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 seventy-two (72) 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 9.4 Right to Union Representation

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

ARTICLE 10 - LABOR/MANAGEMENT CONFERENCES

Section 10.1 Procedures

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

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

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

Section 10.2 Limitations

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

Section 10.3 Expenses

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

Section 10.4 Union Locker

The Employer shall provide an on-site locker and lockable filing cabinet to the Union for Union business purposes. The employer shall provide as many keys as requested by the Union.

ARTICLE 11 - LAYOFF

Section 11.1 Procedures

In the event it becomes necessary for the Employer to consider the layoff of a permanent part-time or permanent full-time employee, or officer in the bargaining unit, the Sheriff shall give at least thirty (30) days written notice to the employee, the Union and the Administrator of the Lake County Department of Human Resources, indicating the reasons for such layoff. The Sheriff shall agree to meet with the Employee and the Union regarding the reasons if the parties so request. Probationary employees, temporary part-time employees and temporary full-time employees will be laid off before permanent part-time and permanent full-time employees. Thereafter, the employee(s) with the least seniority in the affected job classifications shall be laid off. The laid off employee(s) shall be entitled to bump a less senior employee(s) who is also the most junior employee in ~~his or another~~ **their** classification which is covered by this Agreement ~~and whose job is in an equal or lesser paid job grade and whose job~~ **the employee** can perform without training. Ability to perform the job shall be understood to mean to be able to reach performance acceptability within a reasonable period of time (one week). Employees bumped pursuant to this provision shall themselves be entitled to bump less senior employees who are the least senior employees in the bargaining unit until the reduction in force is accomplished. Employees laid-off from their original job classifications and who do not choose to bump into another job classification pursuant to their seniority shall be laid off. Any employee covered by this Agreement who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Sheriff's Office.

ARTICLE 12 - EMPLOYEE SECURITY

Section 12.1 File Inspection

The Employer's personnel files, disciplinary history, appraisal logs, investigative files, or any files relating to any employee covered by this Agreement shall be open and available for inspection by the affected officer during regular business hours, consistent with the Personnel Records Act, Chapter 820, ILCS40/1 to 40/13.

Section 12.2 Use and Destruction of File Material

Any files, as defined in section 12.1, 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 12.3 Employee Notification

A copy of any disciplinary action or material related to employee performance, which is placed in any file shall be sent to the employee within seventy-two (72) hours of the file addition. Employees will be notified by email of any such addition and be given computer access to review and print any notations made. Any addition notification must be confirmed by the affected officer by way of written or electronic signature.

The failure of a supervisor to make appropriate notifications of appraisal log entries will not be considered cause to remove any entries or notations.

Complaints which are investigated and deemed unfounded will not be placed into the officers files.

Section 12.4 Rebuttal Statement

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

Section 12.5 Requirement for Internal Complaint

No employee will be required to write a report to the Employer on any complaint against him/her by persons in or outside the Sheriff's Department, unless said persons causes that complaint to be reduced to writing to include any accusations against the employee and the identity of the complaining party. Prior to any report having to be written by an employee, they will be furnished with a copy of said complaint. Nothing in this section shall modify or delete the provisions of Article 8. Nothing in this section shall prevent the management of the Sheriff's Office from independently investigating any anonymous complaint against an employee by persons outside the Sheriff's Office. Any complaint that is not sustained or unfounded may only be indicated in the employee's appraisal log and not placed in the personnel file.

ARTICLE 13 - HOURS AND OVERTIME

Section 13.1 General Provisions

- A.) Purpose of Article - The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, other premium wages, and define hour of work. The Employer's pay records, practices, and other procedures shall govern the payment of all wages

- B.) No Guarantee of Work - Nothing in this Article shall be construed as a guarantee of hours of work. This Article is intended only as a basis for computing overtime consistent with the provisions of the Fair Labor Standards Act. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided for in this Agreement.

- C.) No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 13.2 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 (as defined in paragraph C of this section) shall be compensated as provided in Section 5. Each employee shall be allowed one fifteen (15) minute break, at the discretion of command, a thirty (30) minute meal period per tour of duty. This fifteen (15) minute break and thirty (30) minute meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

- B.) Work Day Definition

Normal work day for Corrections Personnel in the Security Unit assigned to the Jail or

Work Release is 8.25 hours with a paid meal period.

C.) Work Week and Work Schedules

1. The work schedule for Corrections Personnel in General Assignment, with the exception of those assigned to External Transport, Corrections Training Coordinator and Bullpen, will be a 35-week rotation of five consecutive days on and three consecutive days off followed by five consecutive days on and two consecutive days off, five on and ~~two~~ **three** off, five on and two off, five on and ~~two~~ **three** off (5-3 / 5-2).
2. Out of the thirty-five (35) week rotation there will be ~~five~~ **(5)** pay periods totaling only 74.25 hours. Corrections Personnel may, at their option, utilize accumulated benefit hours to bring the total hours **for five (5)** of these pay periods to 82.50 hours not to exceed 62 hours per fiscal year. Corrections Personnel wishing to utilize their benefit hours in this way must submit a written request to jail administration.

Section 13.3 Work Schedule Changes

The Sheriff shall establish work schedules for the sub-classifications of the Job Classification: Correction Officer of the Correctional Division covered by this Agreement, which may be changed from time to time by the Sheriff as circumstances warrant. The Sheriff will be the sole determinant of any changes, prior to implementing any changes the Sheriff will give affected employees at least 48 clock hours' notice, if possible, as determined by the Division Head, except in cases of emergency.

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

Section 13.4 Shift Preference Bidding

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

- B.) Shift Bidding - The Employer shall conduct shift bids between December 1st and December 31st of each year by compiling a list of personnel seniority dates. All employees may then bid for two (2) shift selections. The first selection shall take priority over any second selection. Employee must indicate their shift preference in writing. Employees who do not indicate a shift preference will be assigned at the discretion of the Employer. Assignments to shifts shall be in accordance with seniority. All positions on a shift within the respective divisions shall be available, for bidding except those reserved by the Employer for inexperienced employees as defined below for purposes of this section only. In the event that insufficient female corrections officers will be assigned to a given shift as a result of the bidding process, the Employer retains the right to reassign in a nondiscriminatory manner the least senior female corrections officer(s) in order to meet its obligations under law.

- C.) Reserved Positions - For all positions available within the respective classification, the Employer retains the unrestricted right to make shift assignments of employees for the periods of time set forth below, provided there shall be an equal number of reserve positions on each shift. Management reserves the right to reassign the lowest senior employee out of the reserved position for the purpose of maintaining equality, provided first there were no volunteers. "Equal" is understood to mean equal with regard to the ratio of officers assigned to the day shift and afternoon shift.

Corrections Officer 2 years

The Employer will make reasonable attempts to rotate the shift assignments of the employees in reserved positions (from day shift to afternoon shift and vice

versa) to enhance training and experience. These rotations will generally be made after the employee has been on a particular shift for a period of one year. Males will be rotated with males and females with females.

D.) Implementation - Upon completing the bidding process, shift assignments will be made according to seniority. Any shift transfers required as a result of this process shall take effect no later than February 1st or on a schedule mutually agreed upon by both the union and management. If an employee is voluntarily transferred to another shift, he or she shall select at the next shift selection date.

E.) Special Considerations - In the event the employee has accepted an assignment to a specialty unit, as defined elsewhere in this Agreement, The shift selection shall be within that unit, by unit seniority. The Union shall resolve any conflicts in seniority.

Section 13.5 Overtime Payment / Compensatory Time

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 fifteen (15) 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. .At the employee's request, the Employer shall make reasonable attempts to have the employee relieved after they have been forced to work four (4) hours beyond their regular work schedule.

The following limitations shall apply to compensatory time:

Correctional Personnel-Officers

During a calendar year correctional personnel may accrue a maximum of 480 hours. All compensatory time must be used or cashed out in a calendar year. After 480 hours of compensatory time are accrued, all overtime hours will be paid at time and one-half.

Jail Receptionist

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

Section 13.6 Sixth and Seventh Day Work

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

Section 13.7 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 13.8 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.

Section 13.9 Stand-by Pay

Employees required to be on standby by the Employer (via States Attorney) shall be paid for all time on standby, provided the employee notifies their supervisor.

Section 13.10 Overtime

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, and the Employer shall not require the employee to work beyond the two (2) hours. The employee has the option to forego the overtime pay and not work the two hours.

Section 13.11 Forced Overtime

Forced overtime shall be defined as any time an Employee is forced to work other than the employee's normal scheduled work hours and said shall be considered forced if the employee is not relieved within fifteen (15) minutes after start of the overtime.

The Union will maintain the forced overtime list. When forced overtime is required, Command Staff will obtain the name(s) from the forced overtime list based on who is on duty. If there are questions or concerns about who gets credit for being forced or the order in which names are placed on the list, the Union will determine the appropriate resolution. When an employee works a forced overtime assignment, the Employer will provide notification

by email to the Union.

In lieu of being forced, Officers may find volunteers to work in their place and have the incident count toward their force as long as the volunteer does not count it as their force as well. If an Officer who is about to be forced has voluntarily worked at least 4 continuous hours of overtime within the past two weeks (14 calendar days excluding holidays as defined in your labor agreement), may ask that it be counted toward their force incident and will not be forced again until the next round.

Individuals assigned to the Bullpen or External Transport will not be subject to forced overtime while assigned to those units.

ARTICLE 14 - INDEMNIFICATION

Section 14.1 Employer Responsibility

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

Section 14.2 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 14.3 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

Section 14.4 Applicability

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

ARTICLE 15 - SENIORITY

Section 15.1 Definition of Seniority

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

For purposes of determining continuous service in the Correctional Division classification for use of benefit time, and except as provided in Section 15.4 of this Article, an employee who leaves the classification and returns to such classification within 12 months, will retain the classification seniority for all purposes, however, an employee who continues past the 12-month out of classification will not accrue seniority during the period of the absence from classification.

Section 15.2 Seniority List

The Employer shall prepare a list setting forth the present hire dates for all employees covered by this Agreement, including dates of changes regarding classification within thirty (30) days after the date of execution of this Agreement. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 15.3 Personal Day Selection

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

Section 15.4 Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

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

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

Section 15.5 Seniority Tie Breaking

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

ARTICLE 16 - TEAMSTERS REPRESENTATIVES

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

Section 16.1 Union Negotiating Team

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

ARTICLE 17 - BULLETIN BOARDS

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

The Employer shall provide the Union with one (1) glass enclosed bulletin boards at the below location. Each active Steward will have a key to the bulletin board.

- 1) The Babcox Justice Center
Officer Roll Call Room/Lounge

ARTICLE 18 - LEAVES OF ABSENCE

Section 18.1 Leave

The Employer grants leaves of absence pursuant to Sections 4-3, Military Training Leave; 4-4, Jury Duty; 4-5, Sick Leave; 4-6, Voting time; 4-7, Personal Leave; 4-8, Military Leave Without Pay; and 4-9, Leave of Absence Without Pay, of the current Lake County Personnel Policies and Procedures Ordinance.

Section 18.2 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 18.3 Treatment on Seniority

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

Section 18.4 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 but not parent-in-law. The term "child" means a son or daughter under the age of eighteen (18). Adult children are not included unless the adult child is incapable of self-care due to a physical or mental disability.)

Accumulated paid sick leave shall be used in increments of no less than fifteen (15) minutes 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. When

the number of incidents reaches a time when suspension is being considered by the employer, the employer shall take into consideration the mitigating circumstances surrounding each incident. 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. When an employee exhausts all accrued sick hours, he may utilize any other accrued benefit hours. (i.e. comp, personal, vacation, etc.) at the discretion of the Chief of Corrections.

Section 18.5 Leave Notification

It is the responsibility of each employee requesting paid leave to notify their 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, the employee's Division Head shall consider and handle the employee's absence as an absence without pay, unless it is later determined the employee was incapacitated.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Sheriff or designee. This requirement shall automatically be waived when an employee is utilizing extended FMLA or VESSA as outlined in Section 18, provided the employee has provided a tentative return to work date.

Section 18.6 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 progressive in nature disciplinary action pursuant to the terms of this Agreement.

Section 18.7 Personal Days Use

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

Employees shall give sufficient advance notice (generally one (1) hour) to Employer of their need to use personal time, if possible. The use of personal leave shall not interfere with Employer operations and staffing. Employees shall not be required to disclose the purpose of their request for personal leave unless the employee's request to use personal time is denied and the employee wishes for special consideration to be taken with regard to the nature of his request.

Section 18.8 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 18.9 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 18.10 FMLA, VESSA and IFMLA

The Employer grants leaves of absence with regard to the Family Medical Leave Act (FMLA), Victims Economic Security and Safety Act (VESSA) and the Illinois Family Military Leave Act (IFMLA) pursuant to Lake County Personnel Policies and Procedures Ordinances, State and Federal laws. If an employee has benefit time available, the employee will be required to use their accrued sick leave, floating/holiday hours, compensatory time and general leave time, in that order. Employees injured on duty shall not be applied to FMLA or VESSA or IFMLA, if the injury is compensable under workers compensation.

Section 18.11 Discipline

Employees may be subject to progressive discipline for violations of this article. Attendance and Tardiness shall be considered separate in nature.

ARTICLE 19 - WAGE RATES

Section 19.1 Wages

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

All employees ~~of this classification~~ covered by the bargaining agreement ~~will~~ **shall** receive **the following** ~~an~~ annual increases: ~~of 2.5% in all years of this contract.~~

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

~~Retroactive step adjustments from 12/1/12 and one-time bonus payments will be included in the employee's pay check one (1) pay period after the County Board approves the labor agreement.~~

Corrections Officers

Effective	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	% Increase
12/1/2013	\$24.17	\$24.87	\$25.23	\$25.60	\$26.09	\$27.40	\$28.77	\$30.20	\$31.72	\$33.30	\$34.47	2.85%
12/1/2014	\$24.86	\$25.58	\$25.95	\$26.33	\$26.83	\$28.18	\$29.59	\$31.06	\$32.62	\$34.25	\$35.45	2.85%
12/1/2015	\$25.57	\$26.31	\$26.69	\$27.08	\$27.60	\$28.99	\$30.44	\$31.95	\$33.55	\$35.23	\$36.46	2.85%
Step Increase		2.91%	1.44%	1.47%	1.91%	5.03%	5.00%	4.97%	5.01%	5.00%	3.51%	

Jail Receptionist

<u>Effective Date</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
12/1/2013	\$12.71	\$15.16	\$17.61
12/1/2014	\$13.07	\$15.59	\$18.11
12/1/2015	\$13.44	\$16.03	\$18.62

ARTICLE 20 - HOLIDAYS

Section 20.1 Amounts

All employees may have time off, with full salary payment on all holidays as authorized by the County of Lake and documented in this bargaining agreement.

Section 20.2 Equivalent Time Off

When a holiday falls on an employee's scheduled day off or an employee works on a holiday, equivalent time off shall be granted within the following twelve (12) month period. It shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations.

Section 20.3 Cash Payment

In lieu of equivalent time off as provided for in Section 2 above, an employee who works a holiday (except New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) may choose to receive double time cash payment for all hours worked on the holiday. An employee who works on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day may choose to receive double time and a half cash payment for all hours worked on the holiday. When a holiday falls on a scheduled day off, the employee may be paid at his regular rate. Any accumulated holidays must be taken in time off or cash prior to the end of the fiscal year.

Section 20.3 shall become effective at the time of contract ratification and shall not be applied retroactively.

Section 20.4 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 20.5 Holiday During Vacation

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

Section 20.6 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 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 20.7 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 on the calendar date designated as the Holiday.

Section 20.8 Payment Upon Separation

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

ARTICLE 21 -EMPLOYEE DEVELOPMENT AND TRAINING

Section 21.1 Educational Payment

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

Section 21.2 Travel Expenses

a.) Automobile Expense

An employee who is authorized to use a personal motor vehicle for travel to and from training sponsored by the Employer and approved by the Sheriff or his designee shall be reimbursed at the rate set by the IRS, as amended, for each mile driven. Parking fees and tolls will be reimbursed separately.

b.) Lodging and Meal Expense

Necessary and actual lodging expenses incurred by an employee while attending training authorized by the Employer will be reimbursed with the approval and authorization of the Sheriff or his designee.

The Employer will reimburse employees assigned to training classes outside of Lake County for meal expenses at the rate set by County Policy.

Section 21.3 Employee Training and Development Planning

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

offered whenever reasonable and when relevant to their work assignment and career development.

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

Section 21.4 Travel Time

Travel time to and from training classes will be compensated for by compensatory time under the following guidelines:

- a) Training classes located inside the boundaries of Cook, McHenry, DuPage, Will, and Kane Counties – one hour of straight compensatory time.
- b) Training classes outside the counties listed above shall be compensated for the actual travel time each way, to a maximum of four (4) hours of compensatory time each way.
- c) Training classes that involve overnight lodging qualify for only one (1) trip to and from such classes, and does not qualify on a daily basis.

Section 21.5 Firearms

Employees who qualify for weapons (twice annually) shall be considered on duty for all hours while qualifying.

ARTICLE 22 - CLOTHING ALLOWANCE

Section 22.1 Uniforms

Corrections Officer

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 and appropriate gear, where uniforms are required by the Employer.

Appropriate gear is limited to: one (1) handcuff case, one (1) trouser belt, one (1) key holder, and one

(1) C.P.R. case and apparatus. However, the employee will be responsible for maintenance of said gear and issued hardware. In the event any employee loses or misplaces any of said gear and is issued hardware: the employee shall reimburse the County of Lake for each missing item. Each of the issued items shall be replaced by the employer when the employer deems any such items as unusable due to normal wear.

Uniform sweaters shall be provided to employees who request one and maintained as other required uniforms. Uniform sweaters shall be replaced when determined by command staff that they are no longer wearable due to normal wear and tear. Uniform sweaters damaged due to neglect and/or abuse shall not be replaced at the employer's expense. The initial issuance of sweaters shall be completed incrementally.

Employees shall be allowed one (1) long sleeve shirt in place of one (1) short sleeve shirt and employees may purchase a hat and badge at their own expense. The wearing of long sleeve shirts, hat and badges shall be in accordance with Employer policy.

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

Jail Receptionist

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 uniforms are required by the Employer. Shirts shall be provided and pants shall be provided upon request by the employee. If an employee request and receives pants they shall be required to wear same.

Uniform sweaters shall be provided to employees who request one and maintained as other required uniforms. Uniform sweaters shall be replaced when determined by command staff that they are no longer wearable due to normal wear and tear. Uniform sweaters damaged due to neglect and/or abuse shall not be replaced at the employer's expense. The initial issuance of sweaters shall be completed incrementally.

Employees shall be allowed one (1) long sleeve shirt in place of one (1) short sleeve shirt. All clothing worn shall be in accordance with Employer policy.

ARTICLE 23 - VACATIONS

Section 23.1 Vacation Time

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.

Section 23.2 Vacation Pay

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

Section 23.3 Vacation Scheduling

1. Annual Vacation:

Any employee covered by this Agreement shall select the periods of their annual vacation on

the basis of seniority. Annual vacation shall be defined as April 16th through April 15th of the following year. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization or work assignments. A schedule shall be posted, and updated as time off is approved for all time off requests.

The vacation selection shall be done on a vacation bid list, and shall be picked by seniority on each shift in the Correctional Division of the Sheriff's Office for employees covered by this Agreement. The Employer shall start the bidding list by February 1st of each year. Employees have until March 15th of each year to choose vacation leave. The employer shall post the approved vacation list by March 16th of each year. A request for vacation leave shall be submitted to the employee's immediate supervisor. An employee with less than six (6) months of service with the County is not eligible for vacation leave. When an employee leaves the Sheriff's Office Service and vacation time has been approved, it shall first be offered to remaining bargaining unit employees. Bargaining unit member wishing to bid for the available vacation opening shall submit their request within five (5) days of the posting or notification. Requests shall be approved based on the most senior employee's request.

All employees covered by this Agreement, may make an initial first vacation selection of at least five (5) consecutive days, and no more than ten (10) consecutive days, if eligible, on the vacation bid list. Employees are restricted from second choice selections until all employees have made their first choice selections. If second choice selections are made available by management, the employee's second selections cannot take priority over another employee's first choice selections unless that employee waived their right to participate in the first round of vacation bidding.

2. Time Off Requests

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

Employees electing to cancel any approved time off request must do so not less than five (5) days in advance of the approved dates(s). Any dates so canceled by the employee shall be offered to the remaining bargaining unit members, provided that overtime is not required to staff those days. Requests will be granted on a first come, first serve basis from the date that it becomes available.

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

ARTICLE 24 - INSURANCE

Section 24.1 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.

Section 24.2 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 the provisions contained in Section 24.1 of this Article shall prevail.

ARTICLE 25 - GENERAL PROVISIONS

Section 25.1 Access to Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee covered by this contract 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 but no later than ten (10) calendar days after the request or any agreed upon extension thereof.

Section 25.2 Eyeglasses

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 25.3 Inoculation or Immunization Expenses

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

Section 25.4 Policies and Procedures

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. At the employee's request, a copy of the above policies will be provided for which the employee shall sign for and be responsible for maintaining.

Section 25.5 Correctional Assignments

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

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

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

In general, assignments in housing units, booking, reception and central control will be rotated after 30 days. Assignments in external transport and the bullpen will be rotated after an 18 month period on staggered intervals to allow for the proper training and orientation of newly assigned staff. Exceptions to specific assignment rotations may be made as agreed upon by Management and the Union (i.e. more frequent rotations in and out of the female housing units or administrative segregation unit).

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

Section 25.6 Specialty Unit Assignments

The Employer in its sole discretion may create or disband specialty units within the divisions of the Sheriff's Office. The Employer will provide the Union with a list of Specialty Units on an annual basis. Absent emergency, the Employer will give the Union thirty (30) day's notice of the creation or the disbanding of any specialty unit(s). All Vacancies in specialty units shall be filled by the most qualified applicants as determined by the Employer. Applicants shall be solicited by the Employer from the ranks of employees deemed by the Employer in its sole discretion to be able to fulfill the requirements of the assignment. The Employer shall post notice of any vacancy in such units so as to afford all eligible employees the opportunity to submit their application for consideration. The Employer shall conduct fair and objective reviews of the applications received.

Section 25.7 Cross Utilization

Personnel of the Law Enforcement Division or Peace Officer unit shall not perform work or duties of the personnel assigned to the Corrections Division, 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.

Section 25.8 Trades

Provided there is no disruption of services, employees may trade their regularly scheduled workdays with another employee **in the same classification (Correction Officers cannot trade with Jail Receptionist and vice versa)**. The days in which they are trading for must fall within the same **or next** pay period. The day being traded must have been previously applied for and denied for use of benefit time, unless the employee had no benefit time. 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 must provide at least three (3) calendar day's written notice to their supervisor on the authorized form. The date of request for benefit leave shall determine the three (3) days. Any employee failing to appear for an approved and not cancelled 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 25.9 Time Limits

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

Section 25.10 Training / Uniform Reimbursement

If an employee appointed as a **Probationary** Correctional Officer requiring training or uniforms ~~resigns~~ **terminates** for any reason within 12 months from the date payment was made by the County of Lake, then the employee shall reimburse the County for all or a portion of the money so expended, except that amount of said expenditures which were reimbursed by the State of Illinois, plus all or a portion of money expended by the County for uniforms on the following basis:

- ~~Resigns~~ **Terminates** prior to 4 months after expenditure - 100% is reimbursed
- ~~Resigns~~ **Terminates** between 4 & 8 months after expenditure – 75% is reimbursed
- ~~Resigns~~ **Terminates** after 8 months but less than 1 year – 50% is reimbursed

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

This is done via wage deduction from their last paycheck and any remaining balance is to be paid over the same period of time for which the individual was employed.

ARTICLE 26 - SAVINGS CLAUSE

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

ARTICLE 27 - SECONDARY EMPLOYMENT

Section 27.1 Restrictions

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

Section 27.2 Definitions

Secondary employment is defined as any outside business activity or outside employment including self-employment from which the employee receives income or wages from any individual or corporate entity other than the Employer. For purposes of clarification, the following activities are not considered secondary employment:

- A. Ownership or transfer of stocks, bonds, or other such instruments in which the member has a personal interest, but not as a stockbroker or in a similar fiduciary capacity.
- B. Ownership or transfer of real estate in which the member has a personal interest.
For purposes of clarification, acting as a real estate broker, agent or salesperson is considered secondary employment.
- C. Receipt of alimony, separate maintenance, or dependent support payments.
- D. Receipt of annuities, pensions, or income from life insurance or endowment contracts.

- E. Receipt of fees for acting as executor, administrator or conservator of any estate, or for acting as a guardian ad litem or trustee.
- F. Receipt of any inheritance or bequest from any estate or receiving income as a result of a beneficial interest in any trust.
- G. Income received as a result of lottery, gambling, raffles, or any other investments resulting in interest, winnings, dividends, etc.

Section 27.3 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 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 where the primary income (as determined by the Employer on a case-by- case basis) is the sale or the serving of alcoholic beverages will be considered as creating a conflict.
 - 4. Where the type of secondary employment is prohibited by law or negatively

reflects upon the Employer.

5. Voluntary work is not considered secondary employment. Any use of the Sheriff's uniform must be approved on a case-by-case basis.

Section 27.4 Denial of Request for Secondary Employment

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

ARTICLE 28 - EMPLOYEE TESTING

Section 28.1 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 28.2 Prohibitions

Employees shall be prohibited from:

- a) Being under the influence of alcohol or illegal drugs during the course of their work day;
- 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 worksites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but use in service to the Employer;
- c) The unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- d) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- e) Intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

Section 28.3 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. 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 department. There shall be no random or unit wide testing of employees, except random testing of individuals as authorized in this Article.

Section 28.4 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 28.5 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 d u t y shall be immediately discontinued in the event of a negative test result.

Section 28.6 Right to Contest

The Labor Union and/or the employee, with or without the Labor 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 Labor Union.

Section 28.7 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 complete 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 hour 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 29 - FIELD TRAINING COMPENSATION

Section 29.1 Field Training

Any Field Training Officer or any Officer acting in the capacity of Correctional Training Officer will receive 2 hours of additional straight pay for each day acting in such capacity.

ARTICLE 30 - UNION STEWARDS

Section 30.1 Notifications

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

Section 30.2 Meetings

Management shall allow (1) one union steward per shift to attend a scheduled union meeting during working hours, providing that the union steward uses accumulated benefit time, and providing that the union steward gives management a minimum of a three (3) calendar day notice, and providing that the union steward is not absent from duty for more than (2) two hours. The attendance of these meetings is subject to a maximum of (12) per calendar year, and is subject to verification.

ARTICLE 31 - AUTHORITY OF CONTRACT

Section 31.1 Prevailing Rights

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This agreement may only be amended during its term by the party's mutual agreement in writing.

ARTICLE 32 - DURATION

Section 32.1 Term of Agreement

This Agreement shall be effective from December 1, ~~2010~~ **2013** and shall remain in full force and effect until November 30, ~~2013~~ **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.