

**ILLINOIS LABOR RELATIONS BOARD
INTEREST ARBITRATION
BEFORE THE ARBITRATION PANEL
LISA SALKOVITZ KOHN,
SITTING AS THE NEUTRAL CHAIRPERSON**

In the matter of the Interest Arbitration between)	
)	
COUNTY OF LAKE/LAKE COUNTY SHERIFF,)	
Joint Employer,)	
)	
and)	Case No.
)	
TEAMSTERS LOCAL 700,)	
Union.)	

Appearances:

Joint Employers Appointed Arbitrator: R. Theodore Clark Jr.
Clark Baird Smith LLP

Joint Employers Attorney : Jill Leka
Clark Baird Smith LLP

Union Appointed Arbitrator: Harold Irving
Teamsters Local 700

Union Attorney: Taylor Muzzy
Jacobs, Burns, Orlove & Hernandez LLP

ARBITRATION AWARD

I. INTRODUCTION

This is an impasse arbitration held pursuant to Section 14 of the Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq.* (the “Act”) subject to certain modifications agreed upon by the parties. The Joint Employers, Lake County and the Lake County Sheriff (the “Employer”) and Teamsters Local 700 (the “Union”), selected Arbitrator Lisa Salkovitz Kohn to serve as the Neutral Chairperson of the Arbitration Panel in this matter to hear the dispute as to a successor collective bargaining agreement governing the corrections officers and corrections support. R. Theodore Clark is the Employer’s appointed arbitrator and Harold Irving is the Union’s appointed arbitrator. The parties have stipulated that there are no procedural matters at issue, and that the Arbitration Panel has jurisdiction and authority to rule on the mandatory subjects of bargaining submitted to it as authorized by the Act.

Prior to hearing both parties submitted joint exhibits, which included the current labor agreement, last offers prior to arbitration and ground rules. A virtual hearing was held on July 31, 2020, and August 11, 2020, during which exhibits were submitted and both parties presented evidence and argument in support of their respective positions. After receipt of the evidence, discussions and stipulations by the parties, and deliberation by the Arbitration Panel, the Arbitration Panel issues the following Award.

The parties stipulated that their tentative agreements on the following matters shall be incorporated into the Award:

1. Probationary Period;
2. Fair Share;
3. Jail Receptionist Wage Equity Increase;
4. Holidays;
5. Travel Expenses, Travel Time, and Department Vehicles
6. Insurance;
7. Secondary Employment;
8. Employee Testing;
9. Duration; and
10. Side Letter on Unpaid Time.

II. ISSUES

The parties submitted the following issues to the Arbitration Panel:

1. Across-the-Board Wage Increases;
2. Retroactivity of the Across-the-Board Wage Increases;
3. Compensatory Time;
4. Overtime Formula; and
5. Holiday Eligibility.

III. STATUTORY FRAMEWORK

Section 14(h) of the Act, 5 ILCS 315/14(h), provides that:

[T]he arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable:

- (1) The lawful authority of the employer;
- (2) Stipulations of the parties;
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs;
- (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities;
 - (B) In private employment in comparable communities;
- (5) The average consumer prices for goods and services commonly known as the cost of living;
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, and the continuity and stability of employment and all other benefits received;
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings;
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

After considering the statutory factors, the exhibits admitted into evidence, the stipulations and tentative agreements reached by the Parties, the fiscal impacts created by the COVID-19 virus, and the arguments of the Parties, including but not limited to arguments about internal employee groups' wages and benefits, external counties' wages and benefits, cost of living, interest and welfare of the public, and other factors normally or traditionally taken into consideration, the Arbitration Panel issues the following Award.

IV. FINAL OFFERS AND AWARD

A. Across-the-Board Wage Increases

The parties have agreed to the term of the successor collective bargaining agreement and that it will be effective from December 1, 2016, through November 30, 2020. With respect to wages only, the parties have agreed to waive the requirement under Section 14(g) of the Act that the Arbitration Panel must adopt the last offer of either

party, thereby permitting the Arbitration Panel to adopt its own award with respect to wages.

The Employer proposes the following wage increases for the duration of the agreement:

12/1/2016	2.25%
12/1/2017	2.50%
12/1/2018	2.50%
12/1/2019	2.85%

The Union proposes the following wage increases for the duration of the agreement:

12/1/2016	2.50%
12/1/2017	2.75%
12/1/2018	2.85%
12/1/2019	3.00%

After presentation of the evidence, the Arbitration Panel awards the following wage increases for the duration of the agreement, which are justified by the evidence and the statutory factors:

12/1/2016	2.35%
12/1/2017	2.65%
12/1/2018	2.75%
12/1/2019	2.85%

B. Retroactivity of Across-the-Board Wage Increases

The County proposes that the December 1, 2016, 2017, and 2018 wage increases would be retroactive to those respective dates for employees employed on those dates and who: (1) are on the active payroll on the date of the execution of the agreement; (2) have been promoted; or (3) voluntarily retired in good standing (excluding early retirement). The County proposes that the December 1, 2019 wage increase shall be retroactive to April 1, 2020, for employees employed on that date and who: (1) are on the active payroll on the date of the execution of the agreement; (2) have been promoted; or (3) voluntarily retired in good standing (excluding early retirement).

The Union proposes that all wage increases shall be retroactive for all hours paid and for all retirees (both early and normal retirement) and employees employed as of the date of the Award.

The Arbitration Panel accepts the Union's proposal on retroactivity, as justified by the evidence and the statutory factors, including but not limited to internal comparability.

C. Compensatory Time

The Employer proposes that the Compensatory Time provisions of Section 13.5 be changes as follows:

1. Effective November 30, 2019, 240 hours of compensatory time may be accrued in any contract year.
2. If the use of compensatory time is denied during any payroll period, the employee may request to be paid for such denied compensatory time on the payroll check for that payroll period.
3. Time above 240 hours of compensatory time in any calendar year will be paid out in cash.
4. All compensatory time will be paid out at the end of the calendar year.
5. The Department will make available one opportunity on each shift exclusively for the use of compensatory time.
6. If an overtime opportunity is denied, the employee may request to be paid for the overtime on the next paycheck.

The Union proposed the status quo on the accrual of compensatory time hours and that the Employer shall permit a minimum of one correctional officer per shift to be off for the use of compensatory time.

The Arbitration Panel accepts the Employer's proposal on compensatory time, clarified as to the effective date as set forth in Appendix A attached hereto, as justified by the evidence and the statutory factors, including internal comparability.

D. Overtime Formula

The Employer proposes that sick leave shall not count as hours worked for overtime purposes. The Union proposes to maintain the status quo.

The Arbitration Panel accepts the Employer's proposal on the overtime formula as justified by the evidence and the statutory factors, including but not limited to internal comparability.

E. Holiday Eligibility

The Employer proposes to add language specifically noting that the use of any sick leave (including FML sick) would render an employee ineligible for holiday pay. The Union proposes to maintain the status quo.

The Arbitration Panel accepts the Union's proposal of status quo as justified by the evidence and the statutory factors.

V. ORDER

For the reasons stated above, the issues are resolved as follows:

1. Across-the-Board Wages:

- 12/1/2016 2.35%
- 12/1/2017 2.65%
- 12/1/2018 2.75%
- 12/1/2019 2.85%

2. Retroactivity of Across-the-Board Wages: The Union's final offer is accepted.

3. Compensatory Time: The Employer's final offer is accepted, with a clarification as to the effective date as reflected in Appendix A.

4. Overtime Formula: The Employer's final offer is accepted.

5. Holiday Eligibility: The Union's final offer is accepted.

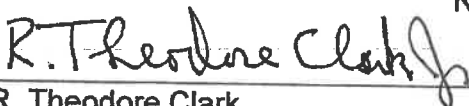
6. Tentative Agreements: Pursuant to the parties' stipulation, the Arbitration Panel hereby incorporates into this Award the parties' tentative agreements.

Attached as Appendix A to this Award, and incorporated by reference, is the language from the Tentative Agreements and the issues in dispute as awarded by the Arbitration Panel, that shall be incorporated into the collective bargaining agreement to implement this Award.

Dated: August 11, 2020



Lisa Salkovitz Kohn
Neutral Chairperson



R. Theodore Clark
Employer Arbitrator



Harold Irving
Union Arbitrator

APPENDIX A

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 or eighteen (18) months for employees hired after this Agreement is fully executed. 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) or eighteen (18) month probationary period, has no right to use the grievance procedure in the event of discharge or demotion.

ARTICLE 13 - DUES DEDUCTION/INDEMNIFICATIONFAIR SHARE

Section 3.2 Fair Share shall be deleted and replaced with the following:

Section 3.2 Indemnification

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

ARTICLE 13 - HOURS AND OVERTIME

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. Hours worked during a normal work day and normal work week (for overtime purposes) shall include hours paid as vacation, personal leave, bereavement leave, compensatory time and holiday time off but shall not include hours paid as sick leave or uncompensated hours. Each employee shall be allowed 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.

* * * *

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. Notwithstanding the foregoing, effective November 30, 2020, and beginning with the 2021 calendar year, a minimum of one (1) correctional officer per shift shall be permitted to be off for the use of compensatory time. Any

officer who is denied the use of compensatory time during any payroll period may, at the officer's discretion, request to be paid for such denied compensatory time on the payroll check for the same payroll period. 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 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. Effective November 30, 2020, and beginning with the 2021 calendar year, 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.

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.

ARTICLE 19 - WAGE RATES

Section 19.1 Wages

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

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

<u>Effective Date</u>	<u>Percentage Increase</u>
12/1/20 16 13	2. 35 85 %
12/1/201 7 4	2. 65 85 %
12/1/201 8 5	2. 75 85 %
<u>12/1/2019</u>	<u>2.85%</u>

Corrections Officers

<u>Effective</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>% Increase</u>
12/1/2016	\$26.17	\$26.93	\$27.32	\$27.72	\$28.25	\$29.67	\$31.16	\$32.70	\$34.34	\$36.06	\$37.32	2.35%
12/1/2017	\$26.86	\$27.64	\$28.04	\$28.45	\$29.00	\$30.46	\$31.98	\$33.57	\$35.25	\$37.01	\$38.31	2.65%
12/1/2018	\$27.60	\$28.40	\$28.81	\$29.23	\$29.79	\$31.30	\$32.86	\$34.49	\$36.22	\$38.03	\$39.36	2.75%
12/1/2019	\$28.39	\$29.21	\$29.63	\$30.07	\$30.64	\$32.19	\$33.80	\$35.47	\$37.25	\$39.12	\$40.48	2.85%
<u>Step Increase</u>		2.89%	1.44%	1.46%	1.92%	5.04%	5.00%	4.96%	5.01%	5.01%	3.49%	

<u>Effective</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>% Increase</u>
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%
<u>Step Increase</u>		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>
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<u>12/1/2016</u>	<u>\$13.76</u>	<u>\$16.41</u>	<u>\$19.06</u>
<u>12/1/2017</u>	<u>\$14.12</u>	<u>\$16.84</u>	<u>\$19.56</u>
<u>12/1/2018</u>	<u>\$14.51</u>	<u>\$17.30</u>	<u>\$20.10</u>
<u>12/1/2019</u>	<u>\$14.92</u>	<u>\$17.80</u>	<u>\$20.67</u>

Effective upon the date of the award, the Jail Receptionist Minimum shall be \$16.74.

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

All wage increases shall be retroactive for all hours paid and shall be paid to all employees who are still employed (including those promoted) on the date of the award or who retired (including both early and normal retirements) during the term of the collective bargaining agreement.

ARTICLE 20 - HOLIDAYS

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, Martin Luther King Jr. 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, Martin Luther King Jr. 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.

ARTICLE 21 -EMPLOYEE DEVELOPMENT AND TRAINING

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, minus normal home to work mileage. 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. The breakfast per diem does not apply unless the employee's travel begins before 6 a.m. or if the employee is required to travel overnight.

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 and the close counties of Kenosha, Milwaukee and Racine – one hour of straight compensatory time, provided the employee's work day (class and travel) exceeds the employee's workday (including the normal home to work commute time provided the employee travels directly from home).
- b) Training classes outside the counties listed above shall be compensated for the actual travel time each way, to a maximum of four (4) hours of compensatory time each way.
- c) Training classes that involve overnight lodging qualify for only one (1) trip to and from such classes, and does not qualify on a daily basis.

Section 21.5 Department Vehicles

Generally, the Sheriff's office will make available a departmental vehicle for transportation to and from the training facility. If the Sheriff's office offers transportation that is declined by the employee, the employee must make his own arrangements for travel at his own expense.

Re-number current Section 21.5 as 21.6.

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 non-union Lake County employees.
- b. Right to Select Carrier
The County reserves the right to provide this life insurance through a self-insured plan or under any group policy or policies issued by an insurance company or insurance companies selected by the County.
- c. The County reserves the right to provide alternate insurance carriers, health maintenance organizations or self-insurance, as it deems necessary.

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 27 - SECONDARY EMPLOYMENT

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.
 - ~~4.5.~~ Where the secondary employer has not provided the employee with a signed Indemnification Agreement from the secondary employer agreeing to indemnify and hold Lake County and the Office of the Sheriff of Lake County harmless from any and all acts performed by the employee or injuries occurring to the employee while performing his/her secondary employment duties.
 - ~~5.6.~~ Voluntary work is not considered secondary employment. Any use of the Sheriff's uniform must be approved on a case-by-case basis.

ARTICLE 28 - EMPLOYEE TESTING

Section 28.2 Prohibitions

Employees shall be prohibited from:

- a) Being under the influence of alcohol or illegal drugs or marijuana 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 or marijuana 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 or marijuana during the course of the workday;
- b) Has abused prescribed drugs; or
- c) Has used illegal drugs or marijuana.

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 28.5 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 Substance Abuse and Mental Health Services Administration (SAMHSA) ~~National Institute of Drug Abuse (NIDA)~~;
- b) Select a laboratory or facility that conforms to all ~~NIDA~~ SAMHSA standards;
- c) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result;
- d) Collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for latter testing if requested by the employee;
- e) Collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- f) Confirm any sample that tests positive in the initial screening for drugs by 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 .047 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 .047 demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases);

- j) Provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- k) Insure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pending of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 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, marijuana or abuse of alcohol; and
- c) The employee completes the course of treatment prescribed, including an "after-care" group for a period up to twelve months; and
- d) The employee agrees to submit to random testing during hours of work during the period of "after-care".

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

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

ARTICLE 32 - DURATION

Section 32.1 Term of Agreement

This Agreement shall be effective from December 1, 201~~36~~46 and shall remain in full force and effect until November 30, 20~~14~~16. 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 noticed 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 and said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of ____, 20~~14~~16, in Lake County, Illinois.

COUNTY OF LAKE

ATTEST:

County Clerk
(Seal)

COUNTY OF LAKE

~~Mark G. Curran, Jr.~~ John Idleburg
Sheriff

~~AARON LAWLOR~~ Sandra Hart
LAKE COUNTY BOARD

Date: _____

TEAMSTERS LOCAL 700

Date: _____

SIDE LETTER

This Side Letter is entered into by and between the County of Lake and the Lake County Sheriff ("Employer") and Teamsters Local 700 ("Union") (collectively, the "Parties").

WHEREAS, the Parties are engaged in interest arbitration before an Arbitration Panel to resolve the terms of the collective bargaining agreement to succeed the collective bargaining agreement dated December 1, 2013, through November 30, 2016; and

WHEREAS, the COVID-19 pandemic has caused a public health and financial crisis across the country and Lake County has not been immune from the financial impact of said coronavirus.

WHEREAS, the Employer is facing a projected revenue shortfall of \$30 million as a result of the financial impact of COVID-19; and

WHEREAS, the Employer has provided notice to all County employees that the County Board will make three paid holidays unpaid holidays during Fiscal Year 2020; and

WHEREAS, the Parties have submitted the dispute over the terms of the successor collective bargaining agreement to the Arbitration Panel, and the parties agree that said award by the Arbitration Panel will incorporate the adoption of this Side Letter.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Beginning September 1, 2020, and prior to December 1, 2020 (or, at the Employer's discretion, prior to March 1, 2021), employees will, at their discretion, forfeit 24 hours of: (a) holiday pay (8 hours of pay for each holiday, whether the employee works or not); or (b) compensatory time. The forfeiture of compensatory time shall be optional and no employee shall be required to forfeit compensatory time. Provided, however, that an employee who does not forfeit compensatory time will forfeit holiday pay.

2. The Union withdraws with prejudice its proposal for hazard pay through November 30, 2020, the term of the current agreement, and shall have the right to raise hazard pay after November 30, 2020.

3. This Side Letter shall terminate on December 1, 2020 (or February 28, 2021, if the Employer extends the timeline under Paragraph 1), and will be of no force or effect after such date. This Side Letter shall be non-precedential and shall not be used by either party in the future in any manner, other than to enforce the terms of this Side Letter.