



## **Labor Agreement**

Lake County Board

Lake County Sheriff

&

Metropolitan Alliance of Police Chapter 482  
Law Enforcement Division Lieutenants Union

December 1, ~~2016~~2019 through November 30,  
~~2019~~2024

Sandra Hart, Chairman

John Idleburg, Sheriff

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### **PREAMBLE**

This Agreement is entered into by and between the Lake County Board and the, Sheriff of Lake County (herein referred to as the "EMPLOYER") and the Metropolitan Alliance of Police Chapter 482 (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 union, 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 condition as hereinafter set forth and agreed upon. The County and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity and all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

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

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

### **DEFINITION OF TERMS**

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

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

#### **ARTICLE - 1 RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all sworn full-time peace officers in the rank of Lieutenant, (hereinafter referred to as "officers" or "employees"), but excluding all other employees, all confidential, managerial and supervisory employees, as defined by the Illinois Public Labor Relations Act.

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

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

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

##### **Section 2. Non-Discrimination**

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

## **ARTICLE - 3 DUES AND DEDUCTION**

### **Section 1. Dues Check off**

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

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

### **Section 2. Indemnification**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Article, so long as the Employer does not initiate such action. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved police officer.

### **Section 3. Revocation (New)**

An employee covered by this Agreement may revoke a previously executed dues authorization, the requirements for which are determined by the Union. All dues authorization revocations shall be transmitted to the Sheriff/Designee no later than five (5) days after receipt by the Union.

## **ARTICLE - 4 MANAGEMENT RIGHTS**

### **Section 1. Rights**

The Employer hereby retains and reserves unto itself, without limitations all powers, rights, authority, and responsibilities conferred upon and reserved in it by the Laws of the State



of Illinois including the following rights, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement:

- a. To determine the organization and operations of the Office of the Sheriff.
- b. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
- c. To set standards for services to be offered to the public.
- d. To determine the overall budget.
- e. To create an organizational structure.
- f. To select employees, determine examination techniques for employees and to direct the employees of the Office of the Sheriff, including the right to promote, demote, evaluate, transfer and assign work and overtime.
- g. To suspend, demote, discharge and take other disciplinary action or relieve from duty any non-probationary employee covered by this contract for Just Cause.
- h. To establish, implement and maintain an effective internal control program including the establishment, promulgation and enforcement of reasonable rules of conduct and regulations in the workplace.
- i. To relieve employees from duty because of lack of work or other legitimate reasons.
- j. To determine the number of hours of work and shifts per workweek.
- k. To establish and change work schedules and assignments and transfer employees within and among the divisions of the Office of the Sheriff.
- l. To introduce new methods of operation.
- m. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.
- n. To direct employees in their tasks.

## **Section 2. Responsibilities**

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

## **ARTICLE - 5 NO STRIKE**

### **Section 1. No Strike Commitment**

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

### **Section 2. Resumption of Operations**

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

### **Section 3. Union Liability**

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

### **Section 4. Discipline of Strikers**

Any employee covered by this Agreement who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee covered by this Agreement who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the

provisions of the grievance procedure, except that the issue of whether any employee covered by this Agreement in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE - 6 GRIEVANCE AND ARBITRATION**

### **Section 1. Preamble**

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

### **Section 2. Grievance Steps**

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

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

designated representative, shall give the grievant and Union the Employer's answer within ten (10) calendar days following their meeting.

**STEP THREE: Arbitration**

If the answer at Step Three is unsatisfactory, the grievance may be submitted by the Union to binding arbitration within fourteen (14) calendar days after receipt of the Sheriff's answer at Step Three or the failure of the Sheriff to answer within fourteen (14) calendar days as set forth in Step 2. The Union must serve ~~by certified U.S. Mail~~ both the Sheriff and the Administrator of the Lake County Department of Human Resources with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Sheriff's answer at Step Three. The Union may serve notice via personal service or by email if it can secure the written or electronic if by email acknowledgment of receipt by both the Sheriff and the Administrator of the Lake County Office of Human Resources. The parties shall attempt to agree on an arbitrator within ten calendar days. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representative and shall be notified of the issue where mutually agreed by the parties.

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

party shall strike the first name from the panel.

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

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

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

The arbitrator shall decide questions of arbitrability. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall either amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement.

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

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

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

### **Section 3. Time Limits**

- A. Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.
- B. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.
- C. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step,

except Step Four.

### **Peace Officers**

The Parties agree that the Grievance Procedure provided to Peace Officers in Article 6 of this agreement and the hearing process provided by the Rules of the Lake County Sheriff's Office Merit Commission are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action heard before the Lake County Sheriff's Department Merit Commission. The Parties further agree that the Grievance Procedure provided to Peace Officers in Article 6 of this agreement the hearing process provided by the Lake County Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedure of this Agreement for any action pursued under Section 10 of the Lake County Personnel Policies and Procedures Ordinance.

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

### **Section 4. Time Off**

The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant, witness or steward who is called back on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent considered as time worked. Witnesses whose testimony is pertinent to the union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. Any such employee called to attend such hearing while off duty shall be paid at the rate of one and one-half (1.5) times the employee's normal rate of pay for the time spent attending such hearing. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably.

## **ARTICLE- 7 DISCIPLINE**

### **Section 1. Employee Discipline**

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

### **Section 2. Corrective Discipline**

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

### **Section 3. Pre-disciplinary Meeting**

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

If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### **Section 4. Right to Union Representation**

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

**Section 5. Imposition and Review of Discipline, including Demotion and Termination**

The parties agree that the Sheriff of Lake County or his designee shall have the authority to impose all forms of disciplinary action, including but not limited to suspension, demotion and termination. After the pre-disciplinary meeting referred to in Section 3 above, the Sheriff will issue a Decision to Discipline, in writing, as to the proposed discipline to the affected employee and the Union. Said discipline shall be effective immediately on the date of the Decision to Discipline, except if an employee elects to have said discipline imposed by the Lake County Sheriff's Merit Commission, in accordance with the process outlined below.

**a. Unpaid Suspensions in Excess of 30 Days in a 12 Month Period, Demotion and Terminations:**

At the employee's option, an unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination may be disputed through either the grievance and arbitration provisions of this Agreement, the Lake County Personnel Policies and Procedures Ordinance or the Lake County Sheriff's Merit Commission but not more than one of the above. In order to exercise the grievance option, an employee and the Union must execute an Election Form attached hereto as Appendix C. The employee and Union shall have seven (7) business days from the date of the Decision to Discipline to submit the executed Election Form to the Sheriff or the Sheriff's designee. The Election Form when coupled with the completed grievance form attached as Appendix A shall constitute a grievance under the Labor Agreement which shall be deemed to be filed directly at Step 4 of the grievance and arbitration procedure of the Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is elected. In the event the dispute proceeds to arbitration under the Labor Agreement, the arbitrator shall decide whether the discipline is for just cause. If no Election Form is filed with the Sheriff or his designee within seven (7) business days, the employee and Union shall be deemed to have waived any right to file a grievance under the Labor Agreement or a complaint pursuant to the Personnel Policies and Procedures Ordinance but the employee retains his right to a hearing before the Lake County Sheriff's Merit Commission in accordance with the Counties Code, Sheriff's Merit System 55 ILCS 5/3-8001 et seq., as amended and the Lake County Merit Commission Rules and Regulations, including



but not limited to the filing of charges with the Commission. The Sheriff also retains his right to suspend the employee without pay pending the hearing and decision.

**b. Other Discipline:**

At the employee's option, discipline other than an unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination may be disputed through either the grievance and arbitration provisions of this Agreement or the Lake County Personnel Policies and Procedures Ordinance, but not both. In order to exercise option, an employee and the Union must execute an Election Form attached hereto as Appendix C. The employee and Union shall have seven (7) business days from the date of the Decision to Discipline to submit the executed Election Form to the Sheriff or the Sheriff's designee. The Election Form to be filed in conjunction with the grievance form directly at Step 1 shall constitute a grievance under the Labor Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is applicable. In the event the dispute proceeds to arbitration under the Labor Agreement, the arbitrator shall decide whether the discipline is for just cause. If no Election Form is filed with the Sheriff or his designee within seven (7) business days, the employee and Union shall be deemed to have waived any right to file a grievance under the Labor Agreement or a complaint under the Lake County Personnel Policies and Procedures Ordinance.

**Section 6. Review of Body Worn Camera Recording (New)**

An employee shall have the opportunity to review the recording from their body worn camera which the Employer intends to use as a basis for disciplinary action against the employee.

**ARTICLE - 8 LABOR-MANAGEMENT CONFERENCES**

**Section 1. Meetings**

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

the agenda for such meeting. Such meetings shall be limited to:

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

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

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

#### **Section 2. Exceptions**

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

#### **Section 3. Absences**

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

### **ARTICLE - 9 EMPLOYEE SECURITY**

#### **Section 1. File Inspection**

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

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

Any ~~disciplinary files, including any materials contained therein,~~ maintained by the Employer ~~containing disciplinary material and/or information relating to an employee covered by this Agreement,~~ except merit commission cases or as may be ordered by a Court in a pending case, shall be ~~destroyed~~ archived and not considered in disciplinary or promotional processes three (3) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the three year period. In such instances, files normally ~~will be destroyed~~ shall be archived and not considered in disciplinary or promotional processes three years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

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

## **Section 3. Employee Notification**

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

## **Section 4. Rebuttal Statement**

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

## **Section 5. Requirement for Internal Complaint**

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

management of the Sheriff's Office from independently investigating any anonymous complaint against an employee by persons outside the Sheriff's Office.

## **ARTICLE - 10 HOURS AND OVERTIME**

### **Section 1. General Provisions**

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

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

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

### **Section 2. Work Day and Work Week**

**A.** All time in excess of the hours worked in the normal work day during a twenty-four hour period (as defined in paragraph B of this section) and the normal work week shall be compensated as provided in Section 4.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

#### **B. Work Day Definition**

Normal workday for Lieutenants: Any Lieutenant assigned to Highway Patrol would receive 8.5 hours of regular time, with ½ hour of straight compensatory time for roll call preparation including a paid lunch. ~~All Lieutenants assigned to all other divisions, except Marine Unit, will work Monday – Friday, 9 hour days, with 1 hour unpaid lunch, equaling 8 paid~~

~~work hours.~~

Lieutenants assigned to Court Security, Criminal Investigations, and the Special Investigations Group will work 8 ½ hour days. This will consist of 8 hours of straight pay and ½ hour of compensatory time for shift preparation. Lieutenants assigned to every other division (except Highway Patrol) will work an 8 hour day with no shift preparation pay.

~~The Marine Unit Lieutenant will be scheduled by the Sheriff's Administration and will work 9-hour days, with 1 hour unpaid lunch, equaling 8 paid work hours.~~

### **Section 3. Duty Trades**

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

### **Section 4. Overtime Payment**

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1-1/2) times their actual hourly rate of pay for work performed in excess of a normal work day. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Any overtime worked in another division (OTO), must be paid out and cannot be earned as compensatory time.

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. The following limitations shall apply to compensatory time:

(a) Law Enforcement Personnel

During a calendar year, employees may accrue a maximum of 280 hours.

All compensatory time must be used or cashed out in a fiscal year. After 280 hours of compensatory time are accrued, all overtime hours will be paid at time and one-half.

**Section 5. Sixth and Seventh Day Work**

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

**Section 6. Call Back**

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

**Section 7. Court Time**

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

**Section 8. Posting and Cancellation of Overtime Work**

The current practice of affording Lieutenants overtime opportunities shall continue for the term of the contract.

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

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

**Section 9. Special Detail Sign-Up**

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

**ARTICLE-11 INDEMNIFICATION**

**Section 1. Employer Responsibility**

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

**Section 2. Legal Representation**

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

**Section 3. Cooperation**

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

#### **Section 4. Applicability**

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

### **ARTICLE - 12 SENIORITY**

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

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service of employment from the date of hire within the Sheriff's Office. Seniority shall be defined as time in rank for purposes of layoff and vacation selection. A Lieutenant who is returning to the bargaining unit from an appointed rank will suffer no loss of seniority. [The use of Seniority shall not hinder management from ensuring appropriate staff availability within operating divisions of the Sheriff's Office so that the various missions of these divisions can be carried out efficiently.]

#### **Section 2. Vacation Scheduling**

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

The vacation selection shall be done on a vacation bid list, and shall be picked by seniority on each shift in each division of the Sheriff's Office for employees covered by this Agreement. The Employer shall post the bidding list by March 1st of each year for the following twelve-month period. Employees will have until April 1st of each year to choose vacation leave. The Employer shall post the approved vacation list by May 1st of each year. A request for vacation leave shall be submitted to the employee's immediate supervisor. The vacation schedule shall be arranged in each division so as to provide for minimum disruption of services. An employee with less than twelve (12) months of service with the County is not eligible for vacation leave.

All employees, within their assigned divisions of the Sheriff's Office, covered by this



Agreement must make an initial first choice vacation selection of at least five (5) consecutive days, and no more than ten (10) consecutive days, if eligible, on the vacation bid list.

Employees are restricted from second choice selections until all employees have made their first choice selections. Second choice selections cannot take priority over another employee's first choice selections. Employees may be required to make a second choice on the vacation bid list.

A request for the use of Vacation Time not on the vacation bid list shall be submitted to the employee's supervisor. Such requests will be granted based on the operational need of the Employer and consistent with past practices for minimum disruption of services. No vacation time shall be granted in less fifteen (15) minute increments.

### **Section 3. Seniority List**

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

### **Section 4. Personal Day Selection**

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

### **Section 5. Termination of Seniority**

An employee shall have his seniority broken when he:

- a) quits or
- b) is discharged; or
- c) is laid off pursuant to the provisions of the applicable Agreement for a period of twelve (12) months; or
- d) accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or

- e) Is absent for three consecutive scheduled workdays without proper notification or authorization.

#### **Section 6. Lost Seniority**

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

#### **Section 7. Seniority Tie Breaking**

In the event two or more employees have the exact same date of hire seniority of the affected employees shall be determined by the placement on the promotional selection process list.

#### **Section 8. Seniority for Use in Layoff and Recall**

Should a layoff occur within the rank of Lieutenant the members of this bargaining union shall retain the right to step down to a lower rank, retaining all seniority rights from date of hire with the Sheriff's Department in that rank. Should openings occur in the rank of Lieutenant within the department members shall be recalled in inverse order of demotion in rank before other employees are considered to fill the openings.

### **ARTICLE -13 UNION REPRESENTATIVES**

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

#### **Section 1. Union Negotiating Team**

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

#### **Section 2. Convention and Conference Attendance**

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

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

### **Section 3. Union Steward**

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

## **ARTICLE -14 BULLETIN BOARDS**

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

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

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

## **ARTICLE - 15 LEAVES OF ABSENCE**

### **Section 1. Leave**

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

**Section 2. Payment in Lieu of Sick Leave**

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

**Section 3. General Leave / Peace Officers Only**

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

**Section 4. Treatment on Seniority**

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

**Section 5. Sick Leave Use Restriction**

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

Accumulated paid sick leave shall be used in increments of no less than fifteen (15) minute increments at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if there exists a reasonable suspicion of abuse. The employer may require the employee to submit to a return to work physical examination by a physician of the employer's choice for any condition arising out of a non-occupational illness, accident or disability and the employer shall pay the full costs of such examination.

**Section 6. Leave Notification**

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

Employees who are requesting paid sick leave in accordance with Section 1 of this Article shall notify or cause notification to be made to their immediate supervisor, at least one (1) hour before the time specified as the beginning of their workday. If the immediate supervisor is not available, notice may be made to the on-duty patrol supervisor with a follow-up email to the employee's immediate supervisor.

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

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

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

#### **Section 7. Sick Leave Abuse Sanctions**

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

#### **Section 8. Personal Days Use**

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

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

### **Section 9. Notification of Balances**

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

### **Section 10. Illnesses or Injury During Paid Vacation Leave**

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

## **ARTICLE - 16 WAGE RATES**

### **Section 1. Wages**

#### **A. Longevity Scale**

The Longevity Scale establishing wage rates based on length of service and the Pay Classification Table is in Section 2 and Appendix B below.

#### **B. Progress thru the Longevity Scale**

- 1) On the promotional date of each Bargaining Union Member, the employee covered by this Agreement will move to the next higher cell in the longevity scale which equates to the years of service accumulated by that Bargaining Union Member in his current pay classification.
- 2) The Longevity Scale will begin with a wage that is six (6) ~~five (5)~~ percent higher than the top Sergeant's wage as shown on the Sergeant's wage scale effective December 1, 2019. As of December 1, 2020, the Longevity Scale will begin with a wage that is seven (7) percent higher than the top Sergeant's wage as shown on the Sergeant's wage scale. As of December 1, 2021 the Longevity Scale will begin with a wage that is eight (8) percent higher than the top Sergeant's wage as shown on the Sergeant's wage scale. Beginning on December 1, 2019 ~~09~~, newly

promoted lieutenants will be placed in the entry wage cell. They will move to the next cell after 1 year as a lieutenant. In all years of this agreement, the remaining cells are two (2) percent apart, topping out with five years of service.

- 3) The parties realize that the Longevity Scale agreed upon in this Article will annually generate additional benefits to the employees covered by this Agreement and additional costs to the County as the employees covered by this Agreement move from one step to the next in the Longevity Scale. These step increases are intended as an annual benefit to those employees receiving longevity step increases which will add to the annual wage costs of the County in each year of this Agreement.

## **Section 2. Longevity Scale**

Date	Top SGT	Promotion	Year 1	Year 2	Year 3	Year 4	Year 5
12/1/2016	53.84	56.54	57.67	58.82	60.00	61.20	62.42
12/1/2017	55.19	57.95	59.11	60.29	61.50	62.73	63.98
12/1/2018	56.57	59.40	60.59	61.80	63.03	64.30	65.58

Date	Top SGT	Differential*	Promotion	Year 1^	Year 2^	Year 3^	Year 4^	Year 5^
12/1/2018	56.57	5%	59.40	60.59	61.80	63.03	64.29	65.58
12/1/2019	58.02	6%	61.50	62.73	63.99	65.27	66.57	67.90
12/1/2020	TBD	7%	-	-	-	-	-	-
12/1/2021	TBD	8%	-	-	-	-	-	-
12/1/2022	TBD	8%	-	-	-	-	-	-
12/1/2023	TBD	8%	-	-	-	-	-	-

Expired  
CBA  
New CBA

All wage increases are effective retroactively to their applicable dates for employees on the payroll on the execution date of the Agreement.

~~The wage increases effective December 1, 2016, December 1, 2017 and December 1, 2018 shall be retroactive to those respective and applicable dates for employees on the payroll on the execution date of the Agreement or for employees who have been promoted within or~~

retired in good standing from the Sheriff's Office since December 1, 2016 (excluding retirement via early retirement)—

## **ARTICLE-17 HOLIDAYS**

### **A. CONTINUOUS COVERAGE DIVISION PERSONNEL**

#### **Section 1. Amounts**

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

<b>Fixed/Floating</b>	<b>Holiday Type</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Fixed	New Years	<del>Jan. 1.</del>	Jan. 1	Jan. 1
<del>Fixed</del> floating	M.L. King's Day	<del>Jan. 16</del>	Jan. 15	Jan. 21
Floating	Lincoln's Birth	<del>Feb. 12</del>	Feb. 12	Feb. 12
Floating	Floating Holiday	<del>April 14</del>	March 30	<del>April 19</del>
Fixed	Memorial Day	<del>May 29</del>	May 28	May 27
Fixed	Independence Day	<del>July 4</del>	July 4	July 4
Fixed	Labor Day	<del>Sept. 4</del>	Sept. 3	Sept. 2
Floating	Columbus Day	<del>Oct. 9</del>	Oct. 8	<del>Oct. 14</del>
Floating	Veteran's Day	<del>Nov. 11</del>	Nov. 11	Nov. 11
Fixed	Thanksgiving Day	<del>Nov. 23</del>	Nov. 22	<del>Nov. 28</del>
Floating	Day After Thanksgiving	<del>Nov. 24</del>	Nov. 23	<del>Nov. 29</del>
Fixed	Christmas Eve	<del>Dec. 24</del>	Dec. 24	<del>Dec. 24</del>
Fixed	Christmas Day	<del>Dec. 25</del>	Dec. 25	<del>Dec. 25</del>

**\*\*Employees to the Highway Patrol division will observe the holiday on the actual calendar date, other employees will receive a schedule of holidays on an annual basis.**

#### **Section 2. Equivalent Time Off**

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



### **Section 3. Cash Payment**

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

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

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

### **Section 4. Advance Notice**

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

### **Section 5. Holiday During Vacation**

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

### **Section 6. Eligibility**

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

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

**Section 7. Holiday Observance**

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

**Section 8. Payment Upon Separation**

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

**B. MONDAY THROUGH FRIDAY DIVISIONS**

Definition: Normally, operations in the Monday through Friday divisions defined as Court Security, Warrants, Civil Process, Community Services, and CID. Marine Unit (~~Oct-April~~when seasonally scheduled), Communications and Training are contingent upon the County of Lake facilities being open and the Courts being in session.

**Section 1. Amounts**

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

<b><u>Holiday Type</u></b>	<b><u>Holiday Name</u></b>
Fixed	New Year's Day
<del>Floating</del> <u>Fixed</u>	_____ Martin Luther King's Birthday ( <u>observed</u> )
Floating	Lincoln's Birthday
Floating	Floating Holiday
Fixed	Memorial Day
Fixed	Independence Day
Fixed	Labor Day
Floating	Columbus Day
Floating	Veteran's Day
Fixed	Thanksgiving Day
Fixed	Day after Thanksgiving
Fixed	Christmas Eve

Fixed

Christmas Day

## **Section 2. Fixed Holidays**

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

## **Section 3. Floating Holidays**

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

## **Section 4. Advance Notice**

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

## **Section 5. Holiday During Vacation**

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

## **Section 6. Eligibility**

To be eligible for holiday pay, the employee shall work the employee's last scheduled

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

**Section 7. Holiday Observance**

The parties agree that the positions covered by the Agreement are in operations and facilities, which require continuous coverage. Therefore, all Holidays shall be observed per Article 17 8, Section 1.

**ARTICLE - 18 EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 1. Educational Payment**

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

**Section 2. Travel Expenses**

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

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

BREAKFAST.....	\$15.00
LUNCH.....	\$15.00

DINNER..... \$30.00

Any expense above these rates will be the responsibility of the employee. If any meals are provided as part of the courses, the per diem will be reduced to reflect the same. The breakfast per diem does not apply unless the employee's travel begins before 6 am and only if the employee is required to travel overnight.

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

training site by vehicle, qualify for only one (1) trip to and from class, and does not qualify for compensation on a daily basis.

8. Carpooling - 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

### **Section 3. Employee Training and Development Planning**

- a. The Employer recognizes the value and benefits of continuing employee development and job related training. In order to provide a trained and with competent work force the Employer shall maintain, commensurate with its financial resources and the training needs of the Office, a training policy which shall provide employees covered by this Agreement with an opportunity to maintain and enhance the skills necessary to perform their duties in a competent manner. Such training opportunities shall be offered whenever reasonable and when relevant to their work assignment and career development.
- b. Nothing in this Article shall prevent the Employer from exercising its ability; under Section 1k of Article 4, Management Rights, of this Agreement to transfer employees from within and among the divisions of the Sheriff's Office.

## **ARTICLE -19 CLOTHING ALLOWANCE**

### **Section 1. Uniforms**

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

### **Section 2. Plain Clothing Allowance**

Employees, who are assigned to the CID unit are required by the Employer to work in plain clothes, shall be reimbursed up to \$1,500.00 annually for the purchase of clothing. In order to receive the reimbursement, the affected employees must provide receipts documenting the purchase. The employee will receive a pro rata share of the clothing allowance based on the date of assignment.

## **ARTICLE - 20 VACATIONS**

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

## **ARTICLE - 21 INSURANCE**

### **Section 1. Insurance Benefits**

- a. Bargaining union 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.

## **ARTICLE - 22 GENERAL PROVISIONS**

### **Section 1. Rights**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee covered by this agreement whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

### **Section 2. Replacement of Personal Property**

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, and prescription sun glasses, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

### **Section 3. Inoculation and Immunization Shots**

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

### **Section 4. Benefits**

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

### **Section 5. Special Details**

All special details performed by Lieutenants in uniform or civilian clothing and under the authority or sanctioned by the Sheriff's Office shall be made available to any Lieutenants-qualified to perform the duties required as determined by the Employer. A special detail is defined as a voluntary extra duty assignment generated and funded by a contract with an entity outside of county government.

### **Section 6. Cross Utilization**

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



**Section 7. Tuition Reimbursement**

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

**ARTICLE - 23 SAVINGS CLAUSE**

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

**ARTICLE - 24 SECONDARY EMPLOYMENTS**

**Section 1. Rights**

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

**Section 2. Definition**

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

**Section 3. Standards**

- a. An employee may engage in any secondary employment provided that it is not inconsistent with or incompatible with or does not interfere with the proper discharge of the employee's duties.
- b. Approval for secondary employment must be obtained from the Employer. A request to approve secondary employment must include the place of employment, address, phone number, supervisor's name and hours of employment so that the employee may be reached in an emergency. Approval for secondary employment shall be for a period of up to one year. The employee

may request that it be renewed after one year.

c. An employee's request for secondary employment or renewal thereof may be denied for good cause or any of the following reasons:

- (1) Where the Employer's uniform, or equipment is utilized unless specifically approved by the Sheriff.
- (2) Where the hours worked because the employee such fatigues that he/she is to properly perform his/her job duties.
- (3) Where a conflict of interest with his/her job duties is created for the Employer; secondary employment at any establishment involved in the sale or the serving of alcoholic beverages will be considered as creating such a conflict.
- (4) Where the type of secondary employment is prohibited by law or negatively reflects upon the Employer.
- (5) Where the employee has not provided the Employer with a signed Indemnification Agreement from the secondary employer (for whom the employee would be performing security or law enforcement work) 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. The Indemnification Agreement is attached hereto as Appendix D.

#### **Section 4. Denial of Request for Secondary Employment**

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

### **ARTICLE- 25 EMPLOYEES TESTING**

#### **Section 1. Statement of Policy**

It is the policy of the Employer that the public has a reasonable right to expect the

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

## **Section 2. Prohibitions**

Employees shall be prohibited from:

- a) being under the influence of ~~alcohol~~ alcohol, cannabis or illegal drugs during the course of their workday;
- b) consuming or possessing alcohol, except as may be necessary in the performance of duty, at any time during or just prior to the beginning of the work day, or anywhere on the Employer's premises or work sites, building or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but used in service to the Employer;
- c) the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug or cannabis at any time and at any place except as may be necessary in the performance of duty;
- d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking;
- e) Intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

## **Section 3. Drug and Alcohol Testing Permitted**

Where the Employer has reasonable suspicion to believe:

- a) that an employee is under the influence of alcohol, cannabis, or illegal drugs during the course of the workday;
- b) has abused prescribed drugs; or
- c) has used cannabis, or illegal drugs;

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

#### **Section 4. Order to Submit to Testing**

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

#### **Section 5. Tests to be Conducted**

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

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) select a laboratory or facility that conforms to all NIDA standards;
- 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 .04 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 .04

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 pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.
- ~~k-l)~~ Blood tests shall only be administered with a warrant, unless the officer otherwise consents. This does not limit the Employer's right to obtain test results via other available legal process.

#### **Section 6. Right to Contest**

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

#### **Section 7. Voluntary Requests for Assistance and Discipline**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through its Employee Assistance Program (EAP) a means by which the employee may obtain short-term counseling and/or referrals to treatment. All such requests for EAP assistance and/or referral to treatment shall remain confidential and any information received by the Employer concerning counseling,

referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

- a) the employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- b) the employee discontinues his use of illegal drugs or abuse of alcohol; and
- c) the employee completes the course of treatment prescribed, including an "after-care" group for a period up to twelve months; and
- d) The employee agrees to submit to random testing during hours of work during the period of "after-care".
- e) Employees who do not agree to or who do not act in accordance with the foregoing or
- f) Test positive a second or subsequent time for the presence of illegal drugs or alcohol, during hours of work shall be subject to discipline, up to and including discharge.

The foregoing voluntary request for assistance shall not be construed as insulating an employee from violations of other Employer policies or create 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. Similarly, a request for assistance shall not serve to trigger a disciplinary investigation. Such employees shall use accumulated paid leave or take unpaid leave of absence, pending treatment.

## **ARTICLE - 26 AUTHORITY OF CONTRACT**

### **Section 1. Prevailing Rights**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the

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

#### **ARTICLE-27 DURATION**

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

This Agreement shall be effective from December 1, 201~~96~~ and shall remain in full force and effect until November 30, ~~2019~~2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20~~21~~24 in Lake County, Illinois

**COUNTY OF LAKE**

**MAP Chapter 482**

SANDRA HART, Chairman, Lake County Board

PRESIDENT

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

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



Attest:

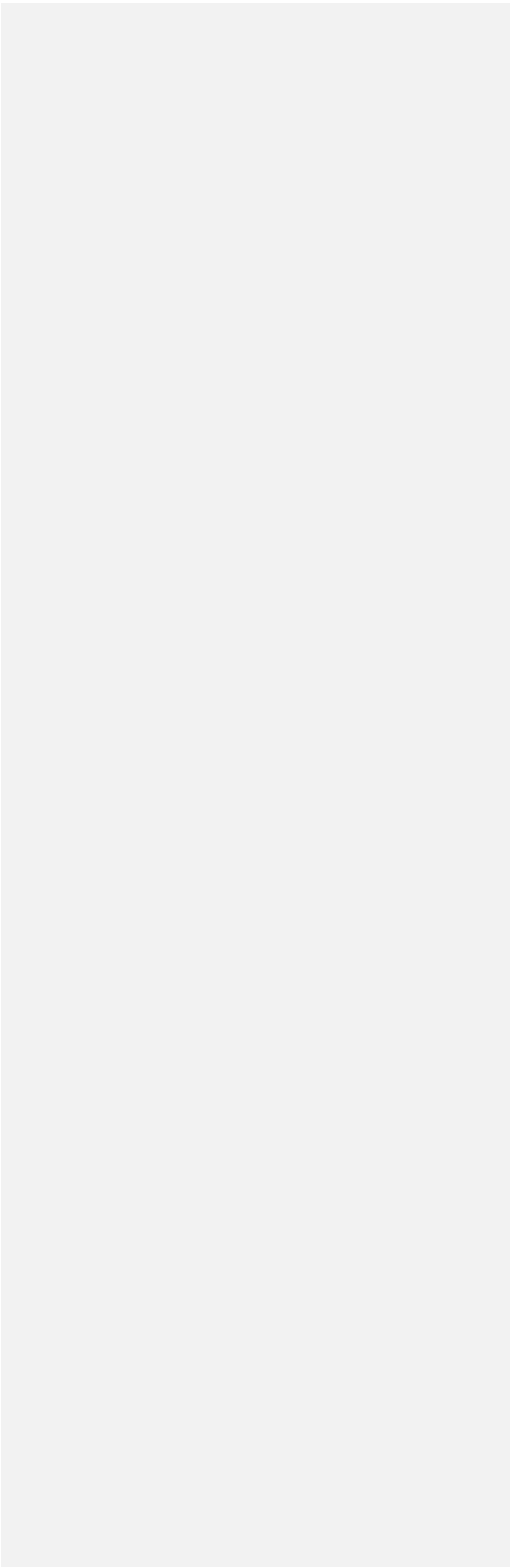
\_\_\_\_\_  
County Clerk (SEAL)

**COUNTY OF LAKE**

| \_\_\_\_\_  
JOHN IDELEBURG, Sheriff

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

**Appendix A**  
**Grievance Form**



Appendix B Wages

Date	Year 5 Sergeant	Across the Board Increase Per Year	Promotion*	1st Year^	2nd Year^	3rd Year^	4th Year^	5th Year^	
12/1/2015	52.66	2.85%	55.29	56.40	57.53	58.68	59.85	61.05	Expired CBA
12/1/2016	53.84	2.25%	56.54	57.67	58.82	60.00	61.20	62.42	New CBA
12/1/2017	55.19	2.50%	57.95	59.11	60.29	61.50	62.73	63.98	
12/1/2018	56.57	2.50%	59.40	60.59	61.80	63.03	64.30	65.58	

\*5% increase over Year-58 Sergeant per prior CBA

^2.0% Increase between each year.

\*See Memorandum of Understanding

## Appendix C

### ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS FOR UNPAID SUSPENSIONS IN EXCESS OF 30 DAYS AND TERMINATIONS

I, \_\_\_\_\_, a sworn Law Enforcement Sergeant with the Lake County Sheriff's Office and a member of the Metropolitan Alliance of Police Chapter 482 being proposed for discipline by the Lake County Sheriff's Office, have been informed of my option to dispute discipline in accordance with the Labor Agreement between the Lake County Sheriff's Office and the Chapter.

I understand that, in accordance with Section 6 of the Discipline article, I and the Union have seven (7) business days to submit a copy of this Form notifying the Sheriff in writing of the intent to arbitrate the Decision to Discipline to the Sheriff's designee(s). This Form when filed with the completed grievance form (Appendix A) constitutes a grievance which shall be deemed filed at Step 4, the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed for just cause. If I and Union fail to elect the grievance and arbitration provisions of this Agreement or a complaint pursuant to the Lake County Policies and Procedures Ordinance, I retain my rights to a hearing for unpaid suspensions in excess of 30 days in a 12 month period, demotions and terminations before the Lake County Sheriff's Merit Commission, in accordance with the Counties Code, Sheriff's Merit System, 55 ILCS 5/3-8014 *et seq.*, as amended.

(\_\_\_\_\_) (*initial*) I understand that I may elect to pursue a grievance over such unpaid suspension in excess of 30 days in a 12 month period, demotion or a termination (Option A), or I may choose to dispute the discipline (unpaid suspension in excess of 30 days, demotion or termination) before the Lake County Sheriff's Merit Commission (Option B), or I may file a complaint in accordance with the Lake County Personnel Policies and Procedures Ordinance (Option C), but not more than one of the options. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 3 of the grievance and arbitration procedure and Section 6 of the Discipline article.

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

#### A. Grievance Arbitration (\_\_\_\_\_)

By selecting the grievance and arbitration process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, to be effective on the date of the Decision to Discipline, subject to possible later modification or reversal by an arbitrator should the Union choose to pursue a grievance through the grievance and arbitration provisions of the Agreement. An arbitrator will determine whether the discipline was imposed for just cause. By electing to file a grievance over my discipline, I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Chapter 482 as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

**I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Lake County Sheriff's Merit Commission or to file a complaint pursuant to the Lake County Personnel Policies and Procedures Ordinance as described within Section 3 of the grievance procedure and Section 6 of the Discipline article. This document when filed with the completed grievance form (Appendix B) will be considered my grievance.**

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

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

**B. Lake County Sheriff's Merit Commission (\_\_\_\_)**

By selecting to have discipline (unpaid suspension in excess of 30 days in a 12 month period, demotion and termination) imposed by the Lake County Sheriff's Merit Commission, I understand that the Sheriff will file charges with the Lake County Sheriff's Merit Commission and I will have a hearing over such discipline before them in accordance with their rules and the laws of the State of Illinois as provided within the Counties Code, Sheriff's Merit System, 55 ILCS 5/3-8001 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and the Chapter 482 and the complaint procedure pursuant to the Lake County Personnel Policies and Procedures Ordinance.

By electing to have a hearing before the Lake County Sheriff's Merit Commission over my suspension in excess of 30 days in a 12 month period, demotion or termination, I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Chapter 482, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Lake County Sheriff's Merit Commission.

**I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Chapter and the complaint procedure under the Lake County Policies and Procedures Ordinance. I hereby acknowledge that charges will be filed with the Lake County Sheriff's Merit Commission requesting my discipline (unpaid suspension in excess of 30 days in a 12 month period, demotion or termination).**

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

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

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

**C. Lake County Personnel Policies and Procedures (\_\_\_\_)**

By selecting to file a complaint over my discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance, I understand that I am waiving pursuit of a grievance under the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and the Chapter and a hearing by the Lake County Sheriff's Merit Commission.

I hereby release Lake County/Sheriff, the Lake County Sheriff's Merit Commission and the Chapter, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the complaint procedure and agree that such election shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the Chapter and a hearing before the Lake County Sheriff's Merit Commission. This document shall be considered my complaint.

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

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

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

Received by the Sheriff's Office: \_\_\_\_\_

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

## APPENDIX C

### ELECTION, WAIVER AND RELEASE FOR OTHER DISCIPLINARY CHALLENGES

I, \_\_\_\_\_, an employee of the Lake County Sheriff's Office and a member of the Metropolitan Alliance of Police Chapter 482 being proposed for discipline by the Lake County Sheriff's Office, am aware of my option to dispute discipline in accordance with the Labor Agreement between the Lake County Sheriff's Office and the Chapter.

I understand that, in accordance with Section 6 of the Discipline article, I and the Union have seven (7) business days to submit a copy of this Form notifying the Sheriff in writing of the intent to arbitrate the Decision to Discipline to the Sheriff's designee(s). This Form filed in conjunction with the completed grievance form (Appendix A) constitutes a grievance which shall be deemed filed at Step 1, the arbitration step of the grievance procedure or a complaint under the Lake County Personnel Policies and Procedures Ordinance, whichever is applicable. When a grievance is elected, the arbitrator will determine whether the discipline was imposed for just cause. If I and Union fail to elect the grievance and arbitration provisions of this Agreement or a complaint under the Lake County Policies and Procedures Ordinance, I waive any right to challenge such discipline.

(\_\_\_\_\_) (*initial*) I understand that I may elect to pursue a grievance over such discipline, or I may choose to dispute the discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance (Option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 3 of the grievance and arbitration procedure and Section 6 of the Discipline article.

I have had an opportunity to discuss these options with a Union representative and choose to dispute the proposed discipline before the following forum:

#### A. Grievance Arbitration   (  )

By selecting the grievance and arbitration process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, to be effective on the date of the Decision to Discipline, subject to possible later modification or reversal by an arbitrator should the Union choose to pursue a grievance through the grievance and arbitration provisions of the Agreement. An arbitrator will determine whether the discipline was imposed for just cause. By electing to file a grievance over my discipline, I hereby release Lake County/Sheriff and the Metropolitan Alliance of Police Chapter 482 as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

**I hereby elect the grievance arbitration procedure and waive my rights to file a complaint under the Lake County Personnel Policies and Procedures Ordinance. This document filed in conjunction with the completed grievance form (Appendix A) will be considered my grievance.**

Agreed: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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



**B. Lake County Personnel Policies and Procedures (\_\_\_\_)**

By selecting to file a complaint over my discipline pursuant to the Lake County Personnel Policies and Procedures Ordinance, I understand that I am waiving pursuit of a grievance under the grievance and arbitration procedures of the Labor Agreement between the Lake County/Sheriff and the Metropolitan Alliance of Police Chapter 482.

I hereby release Lake County/Sheriff and the Chapter, as well as its officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

**I hereby elect the complaint procedure and agree that such election shall be a waiver of the grievance/ arbitration procedures of the Labor Agreement between Lake County/Sheriff and the the Metropolitan Alliance of Police Chapter 482.**

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

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

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

**Received by the Sheriff's Office: \_\_\_\_\_**

## **APPENDIX D**

### **SECONDARY EMPLOYMENT INDEMNITY AGREEMENT**

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

In consideration for indemnitees' permission to allow the herein named employee of the  
indemnitees to be employed in any capacity for indemnitor, it is hereby agreed:

#### **Section One**

Indemnitor undertakes to indemnify indemnitees against any and all claims, suits, actions,  
damages, cost, charges and expenses, including court costs and attorney's fees and against  
all liability, losses and damages of any nature whatever, that indemnitees shall or may at any  
time be put to by reason of secondary employment of \_\_\_\_\_  
\_\_\_\_\_

#### **Section Two**

Indemnitor agrees to defend indemnitees against any claims brought or actions filed against  
indemnitor with respect to the subject of the indemnity contained herein, whether such claims  
or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed  
with respect to the subject indemnity herein, indemnitor agrees that indemnitee may, with  
indemnitor's insurance company's approval, employ attorneys of its own selection appear and  
defend the claim or action on behalf of indemnitees, at the expense of indemnitor.

#### **Section Three**

Indemnitees agrees to notify indemnitor in writing, within 30 days, by registered mail, at  
indemnitors address as stated in this agreement, if any claim made against indemnitees on the  
obligations indemnified against. Notification shall be effective on the date of mailing.

#### **Section Four**

Indemnitor agrees to reimburse indemnitees for any necessary expenses, attorney's fees, or  
costs incurred in the enforcement of any part of this indemnity agreement.

#### **Section Five**

Indemnitor agrees to pay indemnitees interest at the rate of eight percent (8%) per annum on  
the amount of the loss indemnified against, from the date of the loss until such amount, plus  
interest, is paid. Indemnitor further agrees to pay indemnitees interest at the same rate on any  
sums indemnitees is obliged to pay, either in the enforcement of this agreement, or as  
advance payment or any other payment of any of the loss indemnified against, from the date of  
such payments until such sums, including interest, are paid.

**Section Six**

There shall be no modification or change in the terms of this agreement without the written approval of indemnitees. Cancellation of this agreement may only occur when indemnitor no longer employs \_\_\_\_\_ and only written acceptance thereof by indemnitee. Cancellation shall not relieve indemnitor from liability for claims, regardless of when made, resulting from occurrences which took place during the period of this agreement.

In witness thereof, the parties have executed this agreement at \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Employer

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

**AFFIX CORPORATE  
SEAL HERE**

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