



DATE: January 7, 2021

MEMO TO: Julie Simpson, Chair
Finance Committee

FROM: Mary Kann
Director of Administration

Mike Tully
Chief Operations Officer

RECOMMENDATION: Recommend approval of a Resolution approving a one-year Collective Bargaining Agreement with the Fraternal Order of Police.

STRATEGIC DIRECTION SUPPORTED: Organizational Sustainability

FINANCIAL DATA: The total cost of wage increases for 13 employees for the one-year term of the contract is approximately \$27,000.

BACKGROUND: The Fraternal Order of Police (FOP) is the exclusive collective bargaining representative of all full-time Ranger Police Officers, excluding the Director of Public Safety, Sergeants, and Shift Commanders. The FOP also does not represent Community Service Officers. The District staff and the FOP have negotiated a one-year agreement that would begin on January 1, 2021 and expire on December 31, 2021. The proposed agreement includes the following terms:

- Elimination of the “Fair Share Clause”, in accordance with the U.S. Supreme Court Janus decision, which held, on First Amendment grounds, that a public sector employee who chooses not to be a union member cannot be compelled to pay fees to the union that collectively bargains on its behalf.
- Changed notification of shift change from 48 to 72 hours, when possible.
- Changed payment for a double-back shift from \$30 to additional hour of pay at time and a half (1.5x hourly rate).
- Changed Field Training Officer pay from extra \$125/month to \$200/per month.
- Changed premium pay for Officer in Charge from additional 10% to an additional hour of pay at time and a half.
- Changes in Drug Testing language incorporating language from previous memorandum of understanding.
- Change date on which officers begin bidding on next year vacation dates from December 1 to November 1.
- Added language on insurance waiver stating that Medicare eligible employees are ineligible for the waiver.
- Salary Increases: 2.25% across the board, and 3.5% anniversary step increase for those officers not at top pay (7).

REVIEW BY OTHERS: Executive Director, Director of Public Safety, Acting Director of Public Safety, Manager of Human Resources and Risk, Labor Counsel, Corporate Counsel.

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A ONE-YEAR COLLECTIVE BARGAINING AGREEMENT
WITH THE FRATERNAL ORDER OF POLICE**

WHEREAS, on November 23 2005, the full-time sworn police officers of the Lake County Forest Preserve District (the "District") elected the Fraternal Order of Police (the "FOP") to be their exclusive representative for the purpose of bargaining with the District with respect to wages, hours of employment, and other conditions of employment; and

WHEREAS, a collective bargaining agreement, in the form attached hereto, (the "Agreement") has been negotiated with the FOP governing the District employees represented by the FOP, which Agreement would be effective from January 1, 2021 through December 31, 2021 consistent with the Illinois Public Labor Relations Act; and

WHEREAS, it is in the best interests of the District to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2: Approval. The Agreement with the FOP is hereby approved in substantially the form attached to this Resolution.

Section 3: Execution of Contract. The President and Secretary of the District are hereby authorized and directed to execute the Agreement with the FOP in substantially the form attached to this Resolution.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this ____ day of _____, 2021.

AYES:

NAYS:

APPROVED this ____ day of _____, 2021.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

Collective Bargaining Agreement

Between

Lake County Forest Preserve District

and

Illinois Fraternal Order of Police
Labor Council

Ranger Police Unit

January 1, 2021 to December 31, 2021



Lake County
Forest Preserves

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PREAMBLE

This AGREEMENT entered into by and between the Lake County Forest Preserve District (hereinafter referred to as the “District” or the “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Council”), is in recognition of the Council’s status as the representative of the employees as certified by the Illinois Labor Relations Board, and has as its basic purpose the promotion of harmonious relations between the Employer and the Council; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the District; the establishment of a peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

In consideration of the mutual promises and covenants contained in this Agreement, the Employer and the Council do mutually promise 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 Forest Preserve District as employer of the employees covered by this Agreement.
- B. “Employee” refers to all full-time employees in a classification covered by this Agreement.
- C. “Immediate Supervisor” shall be defined as the individual who is subordinate to the Director of Public Safety and has a Supervisory Title.
- D. “Introductory Employee” refers to any new employee who enters the Employer’s service or any former employee hired after a break in service. All introductory employees covered by this Agreement shall serve an introductory period of twelve (12) months. The discipline or discharge of an introductory employee shall not be a violation of this Agreement. An introductory employee has no right to use the grievance procedure in the event of discharge or demotion.
- E. “Agreement” refers to this collective bargaining Agreement and its provisions.

ARTICLE 1 RECOGNITION

Section 1.1. Recognition

The District recognizes the Council as the sole and exclusive collective bargaining representative for all full-time ranger police (hereinafter referred to as “officers” or “employees”). Excluded: All other employees employed by the Lake County Forest Preserve District; all supervisory, managerial, and confidential employees as defined by the Illinois Public Labor Relations Act. The parties further agree that if, in the future, the Sergeants or Community Service Officers are appropriately organized pursuant to the Illinois Public Labor Relations Act, that these classifications would be covered in separate bargaining units covered by separate collective bargaining agreements.

Section 1.2. Fair Representation

The Council recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Council.

ARTICLE 2 NON-DISCRIMINATION

Section 2.1. Use of Masculine Pronoun

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

Section 2.2. Non-Discrimination

Nothing in this Agreement is intended to abridge or abrogate any state, federal or local law or ordinance pertaining to discrimination. This Section shall not be subject to any grievance procedure.

ARTICLE 3 UNION RIGHTS AND DUES DEDUCTION

Section 3.1. Dues Deduction

During the term of this Agreement, the District will deduct from each employee’s paycheck, the appropriate Council dues for each employee who has filed with the District a written authorization form (attached hereto as Appendix A). The District shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council. During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the District thirty (30) days notice of any such change. An employee may revoke their voluntary dues deduction by notifying the Council and the District by certified mail, return receipt requested, and providing thirty (30) days advance notice.

Section 3.2. Indemnification

The Council agrees to indemnify and hold harmless the District, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands,

actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including the District's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1. Management Rights

Except as specifically limited by the express provisions of this Agreement, the District retains the right to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees. 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, control, regulate and direct the operations of the District.
- B. To determine and from time to time re-determine the number, location and types of its properties, facilities and operations, and the means, methods, processes, equipment, and materials to be employed.
- C. To determine the organization and operations of the District.
- D. To determine and change the purpose, composition, and function of each of its constituent departments and subdivisions.
- E. To set standards, nature, and extent of services to be offered to the public.
- F. To determine, plan, direct and control the overall budget.
- G. To create an organizational structure.
- H. To select new employees, determine examination techniques for new employees and to direct the employees of the Department, including the right to promote, demote, evaluate, transfer, and assign work and overtime.
- I. To suspend, demote, discharge, and take other disciplinary action or relieve from duty any non-introductory employee covered by this Agreement for just cause.
- J. 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.
- K. To relieve employees from duty because of lack of work.
- L. To determine the number of hours of work and shifts per workweek, consistent with this Agreement.
- M. To establish and change work schedules and assignments and transfer employees within the bargaining unit.

- N. To introduce new methods of operations and/or to train employees.
- O. To eliminate, contract (the Employer agrees to negotiate the impact of its decision to contract) and relocate or transfer work to maintain efficiency.
- P. To direct employees in their tasks and to determine the quality and quantity of work required to be performed by employees, to ensure maximum mobility, flexibility, and efficiency of operations.

ARTICLE 5 LABOR-MANAGEMENT MEETINGS

Section 5.1. Meeting Request

The Council and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings may be held if mutually agreed between Council representatives and representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. Discussion on the implementation and general administration of this Agreement.
2. A sharing of general information of interest to the parties including safety issues.
3. Notifying the Council of contemplated changes by the Employer which may affect employees.

Section 5.2. Content

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

Section 5.3. Attendance

Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance by off-duty personnel during such meetings shall not be considered time worked for compensation purposes. If a labor management meeting is scheduled at the request or consent of the District during the regularly scheduled duty hours of one Council representative, or designee, who shall be released from duty without loss of pay and shall remain available to return to duty if needed. Normally, one (1) person from each side shall attend these meetings, schedules permitting.

ARTICLE 6 BILL OF RIGHTS

Section 6.1. Bill of Rights

Both parties will comply with the Uniform Peace Officers Disciplinary Act, Chapter 50, ILCS 725/1 et seq. as revised. This statute applies to any employee covered by this Agreement only to the extent that the provisions of this statute are not expressly inconsistent with or modified by this Agreement, for example, as provided in Section 7.2 of this Agreement.

ARTICLE 7 INDEMNIFICATION

Section 7.1. Employer

The Employer shall hold any employee covered by this Agreement harmless from and pay for damages which may be adjudged, assessed, or levied against the employee while acting in his official capacity. The Employer shall provide legal representation for the employee in any civil cause of action brought against the employee resulting from or arising out of the performance of duties while acting in his official capacity and within the scope of his employment.

Section 7.2. Employee

The employee shall cooperate with the Employer during the course of the investigation, administration, or litigation of any claim in order to receive both the benefit of legal representation and payment of damages by the Employer. To receive this benefit the employee must have been acting within the scope of his employment.

ARTICLE 8 SENIORITY, LAYOFF AND RECALL

Section 8.1. Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning of continuous full-time employment as a sworn Ranger Police Officer with the District. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during unauthorized absences, authorized unpaid leaves of absence, excluding FLMA, or lay off. Conflicts of seniority shall be determined on the basis of the order of the officers on the hiring list, with the officer higher on the list being the more senior.

Section 8.2. Introductory Period

Time absent from duty, excluding duty related injury of thirty (30) days or less, shall not apply toward satisfaction of the introductory period. There shall be no seniority among introductory employees. Upon successful completion of the introductory period, an employee shall acquire seniority that shall be retroactive to his date of hire with the District. Effective upon ratification, the introductory period ends 12 months from completion of Police Training Academy or necessary

certification program(s). For officers pre-certified by the state who enter immediately into their FTO program, introductory period ends 12 months from start date. Any bargaining unit member who leaves the District's employment less than three years from their start date as a Ranger Police Officer will be responsible for reimbursing the District for all expenses (not to exceed \$5,000) incurred as part of their training and equipping. The District shall inform potential new hires of this reimbursement condition prior to extending a final offer of employment. In addition, the District shall provide an itemized invoice for reimbursement to the employee at the time of termination.

Section 8.3. Seniority List

As of January 1st of each year, the District will post and provide the Council with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date. The District shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Director of Public Safety, or designee, in writing within fourteen (14) calendar days after the Council's receipt of the list.

Section 8.4. Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

1. quits;
2. is discharged;
3. retires;
4. falsifies the reason for a leave of absence or is found to be working during a leave of absence without prior written approval of the Director of Public Safety;
5. fails to report to work at the conclusion of an authorized leave of absence, layoff, or vacation, except for good cause shown due to circumstances beyond the control of the employee;
6. is laid off and fails to respond to a notice of recall within seven (7) calendar days after receiving a notice of recall as provided in Section 8.6, except for good cause shown due to circumstances beyond the control of the employee;
7. is laid off or otherwise does not perform bargaining unit work for the District (except for absences due to on-the-job injuries compensable under workers compensation or military service) for a period in excess of twelve (12) months;
8. is absent for three (3) consecutive working days without notifying the District, except for good cause shown due to circumstances beyond the control of the employee.

Section 8.5. Layoff

The District, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service with the least senior employee being laid off first.

Section 8.6. Recall

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given twenty-one (21) calendar days notice of recall, (with the first of the twenty-one (21) days being the date the notice is postmarked). The notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council. The employee must notify the Director of Public Safety of his intention to return to work within seven (7) days after receiving notice of recall. If an employee fails to timely respond to a recall notice the employee's name shall be removed from the recall list, except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE 9 HOURS OF WORK AND OVERTIME

Section 9.1. General Provisions

- A. **Purpose of Article** - The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, other premium wages, and define hours of work.
- B. **No Guarantee of Work** – Nothing in this Article shall be construed as a guarantee of hours of work. This Article is intended only as a basis for computing overtime consistent with the provisions of the Fair Labor Standards Act, or as otherwise provided in this Agreement. 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 provisions of this Agreement. An employee who is on paid time off cannot work and receive additional pay for working his normal shift; however, that same employee may work and receive additional appropriate pay for working on a different shift other than his own.

Section 9.2. Workday and Workweek

- A. **Workday Definition** – Normal workday for Ranger Police is 8½ hours, which shall include a thirty (30) minute paid meal period.
- B. **Workweek and Work Schedules** – The work schedule for Ranger Police shall be a 5/2, 5/3 schedule (five (5) workdays then two (2) days off, followed by five (5) workdays and three (3) days off, all consecutively). Temporary exceptions to the 5/2, 5/3 work schedule may be made by the Director of Public Safety in order to provide for absences due to vacations, illnesses, schools, extended military leave, to provide for special assignments, or for other legitimate law enforcement purposes. The average workweek for a 52-week period will be 39.77 hours and a workweek will not exceed 42.5 hours.

The normal workweek for Ranger Police shall consist of seven (7) days beginning 12:01 A.M. on Saturday and ending at 12:00 midnight the following Friday.

Section 9.3. Work Schedule Changes and Shift Preference

The Director of Public Safety shall establish work schedules for employees covered by this Agreement which may be temporarily changed from time to time by the Director as circumstances warrant. Prior to implementing any changes, the Director will give affected employees at least seventy-two (72) hours notice, if possible.

Shift preference will be granted to employees whenever practical by seniority. The Director has the right and obligation to adjust shift assignments on the basis of the District operating needs and scheduling requirements. Each shift's staffing level and hours may vary based on factors such as by, availability of part-time employees, seasons, events, and days of the week. Once these factors are considered and there still remains an opening on a shift, preference will be given to employees based on seniority.

Shift preference bidding will be held each December and be effective January 1 of the following year and remain in effect for that calendar year. However, the Director has the right and obligation to adjust shifts determined through preference bidding based on scheduling needs as described above.

Shifts available for bid will be posted sixty (60) days prior to the effective date of the bid. All non-introductory officers shall participate in the shift bidding. Introductory officers shall not participate in shift bidding until the December following completion of their introductory period.

Section 9.4. Duty Trades

Subject to staffing limitations, employees may be permitted to voluntarily trade workdays (that do not result in double shifts) within the same workweek providing that the employees scheduled to work inform the affected shift commander(s) or supervisor(s) in writing two (2) days in advance of their desire to trade. Written notice shall be made by submission of the approved form. No employee shall trade days with any other employee for the purpose of achieving overtime payments for hours of work under this Agreement.

Section 9.5. Overtime Payment

Overtime is defined as all authorized work in excess of the normal hours required of an employee by reason of the employee's regular duty assignment. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave shall not be considered hours worked in

computing overtime. Overtime shall be paid at the rate of time and one-half (1-1/2) an employee's base rate of pay.

Section 9.6. Call Back

A call-back 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 duty 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. A group text will be sent notifying officers of the need for the call back. Officers will have ten (10) minutes to respond. The most senior Officer responding within this timeframe will receive the call back. Should a response not be received within the first ten (10) minutes, the District will attempt to order in the least senior Officer first. No Officer shall work more than fourteen (14) consecutive hours except in a crisis incident.

Section 9.7. Court Time

Employees required to attend Court as a result of their employment with the District during their off-duty hours which do not immediately precede or follow an employee's regularly scheduled working hours shall be compensated at the overtime rate for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 9.8. Holdover

If an employee is held over in conjunction with regularly scheduled hours by the Employer he will be compensated at a rate of time and one-half (1-1/2) pay for actual hours worked.

Section 9.9. On Call

An employee shall receive fifty-five dollars (\$55.00) per day for each day the employee is placed on call by the Employer, whether required to work or not.

Section 9.10. Double Back

Employees who are required by the District to work the afternoon shift and then required by the District to work the next day shift shall be compensated with an additional hour of pay at time and a half. (For example, an officer whose base rate is \$30.00 will receive an additional hour of pay at \$45.00).

ARTICLE 10 WAGES, MERIT EVALUATION AND OTHER PAY PROVISIONS

Section 10.1. Wage Schedule – See Appendix B

Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement as Appendix B. The attached Wage Schedule (Appendix B) shall be considered part of this Agreement.

Section 10.2. Lateral Transfers

The District reserves the right to start a new employee at Step B or Step C of the Wage Schedule, as shown on Appendix B, provided the new employee has a minimum of eighteen (18) months of full-time service as a sworn police officer and has, prior to his hire, completed the certification requirements of the Illinois Law Enforcement Training and Standards Board. Such appointment at the higher steps shall only impact the new employee's wages. All other accrued benefits shall be based upon seniority and actual date of hire.

Section 10.3. Evaluation Plan

The performance of all employees shall be evaluated at least once each year. The District shall give each employee a rating at his performance evaluation, utilizing a rating system composed of at least three (3) rating levels ranging from the lowest (such as "below expectations") to the highest (such as "exceeds expectations") performance rating.

Section 10.4. Overtime

The overtime rate shall be calculated at one and one-half (1-1/2) times the basic hourly rate. Additional non-discretionary pay (e.g., specialty pay) will be added to the basic hourly rate in accordance with applicable state and federal laws and specific provisions in this Agreement.

Section 10.5. Uniform Provisions

The Employer shall provide uniforms based on the reasonable needs of the employee and the standards set by the District. Uniforms will include ammunition, pepper spray, expandable batons, and a duty belt. In addition, the District will reimburse employees up to \$225.00 annually for uniform footwear. A representative of the District shall place the orders for uniforms. Each officer shall receive a bulletproof vest as specified by the District. The employee may upgrade the vest and pay the difference in cost. In either case, the vest remains the property of the District. The District will provide a cleaning service to be used specifically for the proper maintenance of District uniforms.

Section 10.6. Specialty/Additional Duty Pay Provisions

- A. Interpreter - An employee who is fluent in Spanish, sign language, Polish, Russian, or other languages as mutually agreed, and who prove they are so certified by letter from a secondary educational instructor in the language (i.e., Community College, College, or University) will be eligible to receive additional compensation of fifty dollars (\$50.00) per month.

- B. Field Training Officer - Officers who are assigned, and state certified as training officers shall receive two-hundred dollars (\$200.00) per month for every month or portion thereof in service as a Field Training Officer (FTO).

- C. Officer in Charge – An employee assigned by the Director or his designee as the Officer in Charge will receive an additional hour of pay at time and a half. (For example, an officer whose base rate is \$30.00 an hour will receive an additional hour of pay at \$45.00).

Section 10.7. Mandatory Training or Meetings

Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid time and one-half their regular hourly rate of pay for all time spent outside of the regular shift attending mandatory training with a two-hour minimum.

ARTICLE 11 VACATION LEAVE

Section 11.1. Accrual

Employees shall earn paid vacation in accordance with the schedule below. Employees shall accumulate vacation based on seniority.

- A. Hire date through the end of the calendar year vacation time is earned at a rate of .833 days per month.

- B. 1 – 5 years of service: 10 days per year (.833 days per month).

- C. 6 – 12 years of service: 15 days per year (1.25 days per month).

- D. 13 years of service and up: 20 days per year (1.66 days per month).

Vacation is accrued twice per month as a regular full-time eligible employee. At any time, an employee’s accrued vacation balance may not exceed two times their eligible earnings rate. For example, an employee earning two (2) weeks of vacation would have a maximum vacation bank of four (4) weeks.

Section 11.2. Use of Vacation Time

Vacation time may be taken in increments of not less than one-half (1/2) day at a time. Subject to Section 3 of this Article and the District's operating needs, vacations shall be scheduled as requested by the employee.

Section 11.3. Vacation Periods Scheduled by Seniority

A vacation period will be considered in increments of one or more full week(s) beginning at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. The following vacation bid process will be adhered to:

Beginning November 1st and continuing for two months, employees may bid for vacation periods (one or two weeks) based on seniority. This will be done by filling in slots on a posted list of weeks in the following calendar year (January 1st - December 31st). Once all employees have made their first-choice selection employees may bid for a second-choice selection based on seniority. 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 selection. When an employee is denied a vacation request during this period, he may submit a request for a different vacation period. At the completion of the vacation bid process, the Director of Public Safety or designee will review the posted list and finalize the seniority bid vacation list. Conflicts in scheduling will be resolved in favor of the employee having the greatest seniority.

Vacation periods requested other than as described above shall be granted on a first come first-served basis. Requests will be considered on the basis of calendar date of submission to the Director of Public Safety or designee, not by time of day. It will be the employee's obligation to submit a request for any of the remaining available weeks. If an employee decides to remove his name from a scheduled vacation week or weeks, another employee may bid for the open slot and be granted the time based on seniority.

Section 11.4. Vacation Pay Upon Termination

Employees who have completed their introductory period and who voluntarily or involuntarily terminate employment, shall be compensated for all unused vacation time accrued at the time they terminate.

ARTICLE 12 SICK LEAVE

Section 12.1. Accrual and Use

Employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Sick Leave may be used for illness, disability, or injury of the employee, appointments with Doctor, Dentist, or other professional medical practitioner, or in the event of illness, disability, or injury of a

member of an employee's family as defined by the Illinois Employee Sick Leave Act (Public Act 99-0841). Sick Leave may be used in increments of no less than one (1) hour at a time for any of the above reasons. Any use for scheduled doctor appointments is subject to twenty-four (24) hours prior notification to the employee's immediate supervisor, if possible. To be eligible for sick leave benefits, the employee must notify the Director of Public Safety or designee at least one (1) hour prior to the start of work in order to allow for enough time to establish a replacement for their shift. During authorized sick leave, an employee must notify his supervisor each day of his progress so that they may plan on his return. This may be waived in the event that confinement or illness is for a specific period of time as indicated in a physician's statement.

Section 12.2. Accumulation

Employees may have unlimited accumulation of sick days subject to the provisions and limitations contained in Section 3 of this Article.

Section 12.3. Unused Sick Leave and Conversion of Sick Days

- A. Employees who leave the District's employment and have a minimum of thirty (30) sick leave days accumulated shall be entitled to pay for up to sixty (60) days of unused sick leave on a two for one basis (50 percent value). Under certain conditions, a retiring, vested employee can receive up to a maximum of one (1) year of pension service credit for accumulated, unused, unpaid sick leave.
- B. Each year employees with more than thirty (30) days accumulated sick leave may cash out sick leave days in excess of thirty (30) days that were earned in that calendar year, minus any sick leave days taken in that year. Sick days are paid on a two for one basis (50 percent value) at the employee's current rate of pay. If the employee does not elect this option, those sick leave days for that calendar year cannot be claimed for reimbursement in subsequent years. They must be maintained as sick leave days available to be taken.

Section 12.4. Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick days or sick leave is the utilization of such for reasons other than those stated. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave. In addition, abuse of sick leave may subject the employee to disciplinary action. If there are reasonable grounds to suspect abuse, all employees agree to cooperate fully with the verification of illness and shall provide upon request a doctor's affidavit at the employee's cost. Reasonable grounds may include an employee using sick days in an ongoing manner that the Employer would call a pattern (i.e., calling in sick the day before or after an employee's regularly scheduled days off).

Section 12.5. Procedures

No employee will be permitted to take pay for sick days if they have not yet been earned. Sick days shall be paid at full pay at the current rate of compensation. The Director of Public Safety or designee may direct an employee who appears ill to leave work to protect the health of other employees.

ARTICLE 13 HOLIDAYS

Section 13.1. Designation of Holidays

Bargaining unit employees shall receive the holidays approved annually by the Lake County Forest Preserve District Board. The following days are authorized holidays granted by the District:

- | | |
|------------------------|-------------------------------|
| New Year’s Day | Martin Luther King’s Birthday |
| Lincoln’s Birthday | Good Friday |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Veteran’s Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day |
| Christmas Eve | |

Section 13.2. Scheduling Holidays

Bargaining unit employees shall receive thirteen (13) holiday credit days each calendar year. Approval of the credit use will be made by the Director of Public Safety or designee based on operational needs. No more than one employee will be granted time off on the same day unless operational needs are met. Accumulated holidays must be taken during the calendar year that they are earned. All Holiday time must be requested and approved by September 1st of each year. Holidays requested by September 1, but not approved, shall be paid out to the employee as straight time as part of the last paycheck in December. New employees during their first calendar year of hire shall accrue holidays at the rate of one (1) day for each month of service except for the month of November in which two (2) days will be accrued. In order to not lose any holiday credits, the employee must work his/her full scheduled shift on the day of the holiday, if assigned to work. Requests to take holiday credit time off on a Holiday shall be submitted by December 15th of the previous year. Employees will be allowed to designate one holiday request as a priority holiday beginning with the most senior bargaining unit employee and this day will be granted as long as there are no schedule conflicts. Any requests for time off after the December 15th date will be based on calendar date of submission.

Section 13.3. Premium Pay

When an employee works on Christmas Eve, Christmas Day, Independence Day, Memorial Day, Labor Day, or Thanksgiving Day, he or she shall be paid at one and one-half (1 ½) times their

regular pay for the scheduled hours worked that day. For all other hours worked outside scheduled shifts on a premium holiday, officers will receive one and one-half (1 ½) times their normal straight time pay. At no time will officers be paid more than the overtime rate for hours worked.

Section 13.4. Holiday Pay Upon Termination

For purposes of this section, upon termination employees shall be considered to have accrued one (1) holiday for each month of the year in which the employee terminated with the District, except for the month of November in which two (2) days will be considered accrued. If an employee terminates employment and he has already taken more holidays than entitled to on a monthly accrual basis, the employee’s pay will be docked accordingly. Untaken holidays already accrued on a monthly basis may be used to increase the number of paid days off prior to the actual date of termination. Untaken holidays will not be paid for as additional compensation in the employee’s final paycheck if the days can be scheduled as paid time off instead.

ARTICLE 14 JURY DUTY AND PERSONAL DAY LEAVE

Section 14.1. Jury Duty

Upon notice to the Director of Public Safety, an employee shall be permitted authorized absence from duty for appearance in Court because of jury service. Employees shall be paid their regular rate of pay for each scheduled workday during which they serve on the jury. Employees are expected to report for work on any day when they are not required to remain in court beyond their scheduled work shift. Employees reporting late for duty because of jury duty shall not lose pay. All checks received for jury duty must be submitted to the District. Any amount received from the Court representing travel expenses shall be refunded to the employee.

Section 14.2. Personal Day Leave

Employees shall be granted three (3) Personal Days off with pay each calendar year for occurrences such as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one (1) day at a time. Employees entitled to receive such leave, who enter District employment during the calendar year, shall be given credit as follows:

<u>Hire Date</u>	<u>Number of Days</u>
January 1 through March 31	3
April 1 through June 30	2
July 1 through September 30	1
October 1 through December 31	0

Unless the reason for personal leave is an emergency situation, it is to be scheduled in advance and must be approved by the Director of Public Safety or his designee. Personal day leave shall not be unreasonably denied. Unused personal leave shall not be carried over from one calendar year to the

next. An employee will not be compensated for unused Personal Day Leave upon termination of employment.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.1. Family Medical Leave

The District will continue its current practice of providing Family Medical Leave in accordance with the Family Medical Leave Act of 1993, including requiring employees to take such leave concurrent with any other approved leave.

Section 15.2. Military Leave

Military leave and benefits shall be granted in accordance with applicable state and federal law. To notify the District of the need for this leave the employee should provide a copy of his Official Orders to the Director of Public Safety and the Manager of Human Resources.

Section 15.3. Maternity Leave

An employee may be granted twelve (12) weeks of combined unpaid family leave and paid vacation, sick and personal leave for the following reasons: the birth of the employee's child and in order to care for the child; the placement of a child with the employee for adoption or foster care. The entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the date of the birth or placement. An employee must submit a Family/Medical Leave Request to the Director of Public Safety. The completed application must state the reason for the leave, the duration of the leave, and the starting and ending dates of the leave. The application for leave must be submitted at least thirty (30) calendar days before the leave is to begin. If the leave is to begin in less than thirty (30) calendar days, an employee must give notice to the Director of Public Safety as soon as the necessity for the leave arises.

Section 15.4. Leave of Absence Without Pay

An employee may request a leave of absence without pay for disability leave, educational leave, family and medical leave, personal leave, school visits, military leave, or other legitimate reasons. Such leave of absence may not exceed six (6) months. However, an employee may request that the leave be extended by additional periods of time up to six (6) more months. For leaves other than disability, a definite period of time must be specified. An employee desiring a leave of absence shall make written application to the Director of Public Safety who will then refer the application to the Chief Operations Officer. The application will include the purpose of the leave of absence and the dates which the leave is requested. If available, employees granted leave under the provisions of this Section will be returned to the same position or a position in a comparable classification. If the position that was left or comparable position is not available, then the employee will be eligible to be employed in any comparable position that may open up within the next year.

Any employee that refuses to return to the same position or one of a comparable classification loses his re-employment rights under this Section.

Section 15.5. Seniority On Leave

An employee on approved leave of absence shall retain seniority, but shall not earn vacation, sick or holiday leave while on an unpaid leave of absence.

ARTICLE 16 INSURANCE BENEFIT PLANS

Section 16.1. Insurance Benefits

Bargaining unit employees under this Agreement shall receive the same health, life, dental and other insurance benefits at the same employee/dependent premium cost as other District employees. The District reserves the right to provide substantially similar insurance through a self-insured plan or under any group policy or policies issued by an insurance company or insurance companies selected by the District. The District reserves the right to provide alternate insurance carriers, health maintenance organizations or self-insurance as it deems necessary.

Section 16.2. Waiver

In the event a regular full-time employee who is eligible for medical insurance elects to decline coverage during the open enrollment period, the employee is eligible for an insurance waiver payment under the same conditions as other District employees. The current District waiver amount is \$1,200.00 for single coverage. The waiver amount of \$2,000.00 for single plus one or family coverage will be available to those employees who had this coverage at the time of the waiver. Employees age 65 or older and covered by Medicare are not eligible for the Waiver Payment.

Section 16.3. Life Insurance

All employees shall be provided with life insurance in an amount equal to the employee's annual salary rounded to the next highest \$1,000.00 at no cost to the employee, in accordance with the terms of the insurance policy.

ARTICLE 17 EDUCATIONAL TUITION REFUND

Section 17.1. Professional Development and Tuition Reimbursement

The District recognizes the importance for each employee to pursue educational opportunities. All educational assistance requests must be submitted to and evaluated by the Director of Public Safety. The Director will evaluate the requests for value to the department and the District, as well as the need for gained skills now and in the future. The Executive Director will review the request when the Director can clearly demonstrate its value to the Department and District. Such approval may not be unreasonably denied by the District. The following tuition reimbursement plan shall apply

when prior written approval for such reimbursement has been received from the Director of Public Safety and the Executive Director. Such approval may not be unreasonably denied by the District.

Section 17.2. Reimbursement Conditions

The District shall reimburse the employee for the approved course upon receiving a payment receipt and grade transcript showing a grade of “B” or higher. There shall be no reimbursement for grades below “B.” Books, fees, mileage, lodging and other incidental expenses will not be reimbursed; only tuition is subject to reimbursement. The District will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. If other area schools offer similar courses and can be taken at a more reasonable tuition cost, the District shall pay the tuition rate that it would have paid if the employee attended the less expensive area school. Any employee who receives tuition reimbursement from the District must remain employed by the District for a period of three (3) years after the date of reimbursement or will be required to pay the District for the tuition reimbursement; such payments may be deducted from final paychecks or other moneys owed to the employee by the District. Course work and study hours will be conducted only on the employee’s own time.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 18.1. Definition

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. A “grievance” is defined as any dispute or difference of opinion raised by an employee against the Employer involving the meaning, misinterpretation or misapplication or violation of a provision 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 18.2. All grievances must be reviewed for accuracy and signed by a union steward or union representative before being submitted.

Section 18.2. Grievance Steps

STEP ONE: The employee who has a grievance shall submit his grievance in writing, on the form attached herewith in Appendix C and submit it to his Sergeant 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 disputes and the relief requested. The Sergeant shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion.

STEP TWO: If the grievance is not settled in Step One, the written grievance shall be submitted by the employee in writing to the Shift Commander within ten (10) calendar days following the receipt

of the Sergeant's answer in Step One, or the failure of the Sergeant to answer within the ten (10) calendar days as set forth in Step One. The Shift Commander shall attempt to settle the grievance as soon as possible, and therefore will schedule a meeting with the employee, his Sergeant, and Council Representative within ten (10) calendar days after receipt of the grievance. The Shift Commander shall then respond in writing, based on the information supplied during the meeting, within ten (10) calendar days of the meeting.

STEP THREE: If the grievance is not settled in Step Two, the grievance shall be submitted by the employee in writing to the Director of Public Safety within ten (10) calendar days of receipt of the response from the Shift Commander at Step Two or the failure of the Shift Commander to answer within ten (10) calendar days as set forth in Step Two. A meeting shall be held at a mutually agreeable time and place with the Director of Public Safety (or his representative) to discuss and try to settle 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 Director of Public Safety, or his designated representative, shall give the Council the Employer's answer within ten (10) calendar days following their meeting.

STEP FOUR: Arbitration

If the answer at Step Three is unsatisfactory, the grievance may be submitted by the Council to binding arbitration within fourteen (14) calendar days after receipt of the Director of Public Safety's answer at Step Three or the failure of the Director of Public Safety to answer within fourteen (14) calendar days as set forth in Step Three. The Council must serve by certified U.S. Mail both the Director of Public Safety and the Director of Administration with written notice of intent to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the Director of Public Safety's answer at Step Three. The Council may serve notice via personal service if it can secure the written acknowledgement of receipt by both the Director of Public Safety and Director of Administration. The parties shall attempt to agree on an arbitrator within ten (10) calendar days. The arbitrator shall be notified of his or her selection by a joint letter from the Employer and the Council, requesting that he or she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue. In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. In the event that the District's representative does not sign and submit said request to FMCS or return it to the Council fully signed within ten (10) calendar days after receipt by the District's representative, the Council may file a request that is consistent with the provision of this subsection with the FMCS signed only by it with notice to the District. 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 150 miles from the City of Chicago. The District and the Council

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 or her selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and District's representatives.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall neither amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement.

All the expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be final and binding on the Employer, the Council, 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 18.3. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties, and responsibilities of the District under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 18.3 shall be final and binding upon the District, the Council, and the employees covered by this Agreement.

Section 18.4. Time Limits

- A. Grievances may be withdrawn in writing at any step of the grievance procedure with prejudice. Grievances not advanced in Steps 1, 2 and 3, 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.

Section 18.5. Mutually Exclusive

The Parties further agree that the Grievance Procedure provided to employees in Article 18 of this Agreement and the hearing process provided by the District's Personnel Policies and Procedures Ordinance are mutually exclusive and no relief shall be available under the Grievance Procedures of this Agreement for any action pursued under Section 10 of the District's Personnel Policies and Procedures Ordinance. Furthermore, the parties agree that the pursuit of a grievance under this Agreement shall act as a specific waiver by the Council and the involved employee of the right to challenge the same matter before the dispute resolution forum listed above and a form containing such specific waiver shall be provided to and executed by the Council and the involved employee before arbitration may be invoked under the grievance procedure of this Agreement.

Section 18.6. Time Off

The grievant(s) and union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances, however, such activity may not interfere with operations. A Union Representative who is called back on his day off as a result of the Employer scheduling a grievance meeting shall have such time spent paid for at his/her straight-time hourly rate. 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 provided, however, such attendance may not interfere with operations. No employee or Union Representative shall leave his work to investigate, file or process grievances without first notifying and making mutual arrangements with his supervisor or designee as well as the supervisor of any employee to be visited, and such arrangements shall not be denied unreasonably.

ARTICLE 19 NO STRIKE-NO LOCKOUT

Section 19.1. No Strike

During the term of the Agreement, neither the Council nor any employee will instigate, promote, sponsor, engage in, or condone a strike, or a sympathy strike, or any work stoppage or any concerted interference with the faithful and proper performance of the duties for the District. Any

employee who violates any provision of this Article may be discharged or otherwise disciplined by the District, and the only issue that may be raised in any proceedings in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. Each employee occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article, as mandated by law. In addition, in the event of a violation of this Section, the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work, pursuant to law.

Section 19.2. No Lockout

The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

ARTICLE 20 PERSONNEL FILES

Upon written request of an employee, the District shall permit said employee to inspect and/or copy his/her file, in compliance with the Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.*

ARTICLE 21 WORKERS' COMPENSATION

The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment. Nothing in this article shall be construed as limiting or contravening the Public Employee Disability Act, 5 ILCS 345/1.

- A. When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, an "Employer's First Report of Injury or Illness" form must be completed by the employee and forwarded to the Director of Public Safety or designee as soon as possible.
- B. All payments and expenses involved with the treatment of the exposure or injury are covered by the Illinois Workers' Compensation Act.

ARTICLE 22 LABOR COUNCIL REPRESENTATION/CONFERENCES

Section 22.1. FOP Access to Employer Premises

Authorized representatives of the Labor Council shall be permitted to visit the District during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give

reasonable notice to the Director of Public Safety or his designee, and such visits shall not interfere with the operations of the District. Furthermore, such visits may not be held in areas where confidential papers or other prohibited items are being viewed by sworn personnel or District staff.

Section 22.2. Activity During Work Hours

Reasonable time while on duty shall be permitted to one (1) Labor Council representative for the purposes of aiding or assisting or otherwise representing officers in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay or benefits. In no event shall such time be allowed if it compromises or unduly disrupts the operations of the District. Such time is also subject to reasonable prior notice and approval of the Director of Public Safety, which approval shall not be unreasonably denied. One (1) employee shall be allowed reasonable time off, with pay, if working, to attend grievance meetings or labor-management meetings with the Employer if such meetings are scheduled by mutual agreement during the employee's working hours. Attendance shall be subject to reasonable prior notice and the approval of the Director, which approval shall not be unreasonably denied. The Labor Council will advise the District, in writing, of the names of the stewards and notify the District promptly of any changes.

Section 22.3. Labor Council Negotiating Team

Members designated as being on the Labor Council collective bargaining negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 22.4. Convention and Conference Attendance

Members designated as being delegates to FOP 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 FOP or Council 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.

ARTICLE 23 DRUG AND ALCOHOL TESTING

Section 23.1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the District to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. 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. Unlawful use of drugs as well as being under the influence of alcohol or the unauthorized consumption of alcohol while on duty shall be cause for discipline, up to and including discharge. The Officer shall report to their Supervisor immediately if the Officer finds themselves in a location where drugs or the use of drugs are prevalent and/or other hazardous chemicals are present to which the Officer is exposed. All such exposures shall be reflected in any reports filed for such incidents.

Section 23.2. Prohibitions

Unless authorized by the Director of Public Safety, employees shall be prohibited from:

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

Section 23.3. Drug and Alcohol Testing Permitted

Pursuant to Public Act 100-0389: Section 1-25 The Policy and Community Relations Improvement Act effective August 2017, Police Officers who discharge their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to drug and alcohol testing as soon as practicable but not later than the end of their shift or tour of duty. Also, testing is permitted where the Employer has reasonable suspicion to believe:

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

(c) has used illegal drugs.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is voluntarily assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee voluntarily accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel 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 District or upon promotion to another position within the department. There shall be no random or unit wide testing of employees, except random testing of individuals as authorized in this Article.

Section 23.4. 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. The Supervisor shall immediately remove the employee from the work area and arrange for appropriate testing without loss of pay. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee and the Council with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 23.5. Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse Management Health & Safety Administration (SAMHSA);
- (b) select a laboratory or facility that conforms to all SAMHSA standards; and it shall
 - (i) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result; and provide a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results;

- (ii) 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;
 - (iii) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
 - (iv) confirm any sample that tests positive in the initial screening for drugs by re-testing 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;
- (c) provide the tested employee with the opportunity to have the additional sample tested by a SAMHSA certified clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer in writing within one year of the date of collection;
- (d) 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;
- (e) 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);
- (f) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (g) ensure 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.

Section 23.6. Right to Contest

The Council or the employee, with or without the Council, 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 impaired 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 Council.

Section 23.7. Voluntary Requests for Assistance and Discipline

If an employee during, but not after an investigation takes place, acknowledges a drug abuse or alcohol problem and requests assistance, the District may treat the problem as an illness. 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 medical professional or counselor 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; submits proof of completion; and
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing or test positive a second or subsequent time for the presence of illegal drugs or alcohol during hours of work shall be subject to discipline, up to and including discharge. The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take unpaid leave of absence, pending treatment.

ARTICLE 24 GENERAL PROVISIONS

Section 24.1. Precedence of Agreement

If there is any conflict between the written terms of this Agreement and the terms of any individual contract of employment or any written District ordinance, policies, rules, or regulations, which may be in effect from time to time, the written terms of this Agreement shall be controlling.

Section 24.2. Council Use of Bulletin Boards

The District will make available space at each Ranger Station and the Public Safety Office for a bulletin board for the posting of official notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

Section 24.3. Inoculations – Communicable Diseases

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 24.4. Lost or Damaged Personal Property

In the event any item of personal property as specified below is lost or damaged in the course of an employee's duties while the employee is exercising reasonable care and caution under the circumstances, the District will reimburse the employee for the repair or replacement of such item(s); provided the incident and the amount of the loss or damage is promptly reported to the Director of Public Safety. Only the following personal property items shall be subject to replacement or repair: eyeglasses, contact lenses, hearing aids and reasonable work wrist watches.

Section 24.5. Outside Employment

Employees wishing to hold outside employment, including self-employment, shall apply in writing to the Director of Public Safety for approval. Such employment shall not result in conflict of interest or infringe on their ability to do their job for the District. Application shall be approved or denied in writing within ten (10) working days after submission. If previously approved outside employment clearly appears in conflict or infringes with the officer's duties as a Ranger Police Officer, the prior approval may be revoked. Outside employment shall not be unreasonably denied.

Section 24.6. Physical Readiness

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the District may require, at its expense, that the employee have a physical examination by a qualified and licensed physician or other appropriate medical professional selected by the District. In order to maintain peak efficiency in the Department, to best

protect the public and most fully reduce insurance costs and risks, the parties agree that employees covered by this Agreement may be required to take, and pass, physical fitness tests. This physical fitness requirement may be modified, altered, or waived by the District. Employees failing to meet physical fitness standards shall be provided with fitness/wellness counseling.

Section 24.7. Use of Part-Time Employees

The District may use the services of part-time employees in accordance with past practices and applicable law. Such utilization of part-time employees shall not cause the layoff of any bargaining unit employees.

Section 24.8. Discipline and Discharge

- A. The District agrees to use its best effort to follow the tenets of progressive and corrective discipline. Disciplinary actions instituted by the District which have been investigated, shall be for reasons based upon the employee's failure to fulfill his responsibilities. When just cause exists to institute disciplinary action, the District shall have the option to assess the following penalties: oral reprimand; written reprimand; suspension; and discharge. Oral reprimands are not grievable, but the employee may file a written reply to any oral reprimand. If the District has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- B. The Director of Public Safety shall have the authority to suspend without pay an employee for a period of not more than five (5) calendar days. The Executive Director or his designee shall have the authority to suspend without pay for a period not to exceed thirty (30) calendar days or to discharge an employee.
- C. Introductory employees may be disciplined or discharged without just cause. The discipline or discharge of an introductory employee shall not be subject to the grievance and arbitration procedures set forth in this Agreement. If requested, the Director of Public of Safety shall meet with the Union prior to discharge and shall allow the Union to present any mitigating circumstances.

Any disciplinary action that does not include a suspension shall be removed from an employee's personnel file after twelve (12) months. Disciplinary action that includes suspensions up to five (5) days shall be removed from an employee's personnel file after three (3) years. All such removal action shall be made pursuant to a written request by the employee and shall be granted if there has been no recurrence of the same type or kind of conduct which gave rise to the disciplinary action. Nothing in this Section shall prevent an employee from petitioning for removal of disciplinary records prior to the expiration of the time frames cited above. However, in order to substantiate a progressive history of corrective discipline, the District may maintain such disciplinary action in a separate file, which only may be used as evidence before a judicial/administrative tribunal, without

regard to their dates of issuance, and may not be used in an arbitration hearing or an appeal of an arbitration award.

ARTICLE 25 IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5ILCS 315/14, as amended from time to time).

ARTICLE 26 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by law, then such provision shall not be applicable or enforced, except to the extent permitted or authorized by law, provided that in such event all other provisions of this Agreement not affected shall continue in effect. Upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable. If there are any conflicts between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the District by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling.

ARTICLE 27 ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. The parties acknowledge that during the negotiations which resulted 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 or ordinance 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 District and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, specifically referred to or covered in this Agreement, and subjects or matters that arose as a result of the parties proposals during bargaining, but which were not agreed to.

ARTICLE 28 TERMINATION

This Agreement shall be effective January 1, 2021 and shall remain in full force and effect until 11:59 p.m. on the 31st day of December 2021. It shall be automatically renewed from year to year

APPENDIX A DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, Lake County Forest Preserve District, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B WAGE SCHEDULE

January 1, 2021

Start	\$30.45
A	\$31.51
B	\$32.62
C	\$33.75
D	\$34.94
E	\$36.16
F	\$37.42
G	\$38.73
H	\$40.09
I	\$41.49
J	\$42.95
K	\$44.45
L	\$46.00

Employees will receive their Across-the-Board increase on January 1st. Employees will receive their step increase on their anniversary date.

Appendix B shall remain in effect following the expiration of this Successor Agreement on December 31, 2021, unless and until the parties either negotiate or Interest Arbitrate a different wage schedule.

For informational purposes, it should be noted that the Letter Steps referenced above do not necessarily equate to years of service.

GRIEVANCE FORM

(use additional sheets where necessary)

Lodge/Unit No.: _____ **Year:** _____ **Grievance No.:** _____



Date Filed: _____

Department: Lake County Forest Preserves District _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles _____

Briefly state the facts: _____

Remedy Sought: _____, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

STEP THREE

Reasons for Advancing Grievance:

Given To:

Date:

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

