

**BEFORE
EDWIN H. BENN
ARBITRATOR**

In the Matter of the Arbitration

between

**LAKE COUNTY BOARD AND LAKE
COUNTY SHERIFF**

and

**FRATERNAL ORDER OF POLICE LABOR
COUNCIL**

CASE NO.: S-MA-07-047
Arb. Ref. 08.149
(Interest Arbitration -
Peace Officer Unit)

ORDER

Upon presentation by the Lake County Board and Lake County Sheriff ("Sheriff", "County" or "County Board") and the Fraternal Order of Police Labor Council in an interest arbitration before me, the following order is entered:

1. The new collective bargaining agreement ("Agreement") shall be for the period December 1, 2006 through November 30, 2010.
2. The wage rate increases for the Agreement shall be as follows:

| | |
|-----------------------------|-------|
| Effective December 1, 2006: | 3.75% |
| Effective December 1, 2007: | 4.00% |
| Effective December 1, 2008: | 3.75% |
| Effective December 1, 2009: | 3.75% |
3. In addition to the wage rates set forth in paragraph 2, each eligible employee described in paragraph 4 will receive a .25% bonus after the 3.75% increase is computed effective December 1, 2006. That bonus shall not be considered as part of an employee's base wages.

4. The wage increases in paragraph 2 shall be retroactive for all current bargaining unit employees. Any employee who has retired since December 1, 2006 and prior to the date of this order, shall be entitled to retroactive wage payments under this order. Employees who have resigned or have been discharged since December 1, 2006 and prior to the date of this order shall not be entitled to such payments. Retroactive checks shall be distributed to the employees within 30 days of approval of the terms of this order by the County Board.

5. Beginning with the commencement of the next fiscal year following this order, employees can carry over up to three holidays into the following fiscal year. If not used by March 31, such carry over holidays will be forfeited as per the County Policy. The Sheriff shall not be arbitrary or capricious in any decision to deny a requested holiday which is carried over. Employees shall also have the option to be exercised at the end of the fiscal year that instead of carrying over up to three holidays, employees can choose to be compensated for those holidays. This provision shall not be considered as the *status quo* for future negotiations or interest arbitration proceedings.

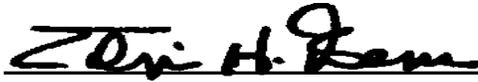
6. The Sheriff will continue the practice of implementing training of TRT members on a team basis and will codify that practice in a side letter of agreement.

7. Vacations shall remain unchanged from the prior Agreement.

8. The employees and the Sheriff shall be required to notify the other of intent to use or apply Family Medical Leave Act leave after 14 days of using paid benefit leave (one pay period).

9. All other provisions agreed to by the parties during the negotiations for this Agreement shall be incorporated into this order and into the new Agreement.

10. The undersigned shall retain jurisdiction to resolve any disputes which may arise under the terms of this order for formulation of language in the Agreement implementing this order.

A handwritten signature in black ink, appearing to read "Edwin H. Benn", is written over a horizontal line.

Edwin H. Benn
Arbitrator

Dated: July 2, 2008