

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF POLICE
COOK COUNTY CORRECTIONAL OFFICERS
CHAPTER #222**

AND

**COUNTY OF COOK/SHERIFF OF COOK COUNTY
(AS JOINT EMPLOYERS)**

**EFFECTIVE
December 1, 2004 – November 30, 2008**

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COLLECTIVE BARGAINING AGREEMENT

Preamble

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and the METROPOLITAN ALLIANCE OF POLICE COOK COUNTY CORRECTIONAL OFFICERS Chapter #222, (hereinafter referred to as the "Chapter").

ARTICLE I Recognition

Section 1.1 Representative Unit:

The Employer recognizes the Chapter as the sole and exclusive Representative for all employees of the Employers in the job classifications of Correctional Officer, and Investigator II (Intensive Supervision) within the EM Division and Records Unit of the Department of Community Supervision and Intervention and Cook County Sheriff's Boot Camp Drill Instructor's and Department of Women's Justice and excluding all employees above the rank of Correctional Officer, Investigator II positions in the Fugitive Unit and Day Reporting Unit, Investigator II positions in the Records Unit responsible for Day Reporting Unit business, Investigator III and Investigator IV positions, all Investigator positions regularly assigned to conduct internal investigations or regularly assigned to the Sheriff's Merit Board, and excluding all supervisors, managerial and confidential employees, and all other employees of the County of Cook and the Cook County Sheriff's Department.

Section 1.2 Chapter Membership:

The Employer does not object to Chapter membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Chapter if he/she timely tenders the dues and initiation fee required as a condition of membership.

The Employer will grant the Chapter an opportunity during the orientation of new employees to present the benefits of Chapter membership, at which time the Chapter may give such employees a copy of this Agreement.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Chapter and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Chapter, or a representation fee, and shall forward such amount to the Chapter within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Chapter, and the Employer shall continue to retain a service charge of five cents (5¢) for making each such deduction.

Section 1.4 "Fair Share:"

1. The County shall grant "Fair Share" to the Chapter in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Chapter has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Chapter meeting said condition or within 30 days of their employment by the County either (1) become members of the Chapter and pay to the Chapter regular Chapter dues and fees or (2) will pay to the Chapter each month their fair share of the Chapter's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Chapter, provided, however, that the Chapter shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Chapter, and shall certify that said amount constitutes the non-members' proportionate share of the Chapter's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Chapter to ascertain the names of and addresses of all employee non-members of the Chapter from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Chapter's receipt of notice of an objection by a non-member to the fair share amount, the Chapter shall deposit in an escrow account, separate from all other Chapter funds, 50% of all fees being collected from non-Chapter employees. The Chapter shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Chapter's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of mutually agreeable settlement between the Chapter and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Chapter, the Chapter shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Chapter shall be required to pay an amount equal to their fair share of Chapter dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Chapter and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Chapter shall indemnify and save the County 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 County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Chapter shall refund any such amount directly to the involved employee.

**ARTICLE II
Employer Authority**

Section 2.1 Employer Rights:

The Chapter recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

- A. The Chapter recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The Chapter recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.
- C. The Chapter recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Chapter prior to implementation.

- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.
- F. The Employer has the right to establish standards to which force, including deadly force, can be used.
- G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities. Upon completion of the emergency assignment, the Officer shall be returned to his original assignment immediately.

Section 2.2 Employer Obligation:

The Chapter recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law. It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

Section 2.3 Chapter and Employer Meetings:

A. Department of Corrections:

For the purpose of conferring on and resolving matters of Chapter and Employer interest, within the Department of Corrections, which are not appropriate for consideration under the grievance procedure, the Chapter and the Employer agree to meet monthly through their designated Representatives. The Chapter designated Representatives will be comprised of the Chapter Business Representatives, the Chief Chapter Representative and seven (7) Department of Corrections Chapter Representatives. Either party may invite additional an employee to any labor/management meeting to address a specific issue. Such invited person shall only attend during the discussion of the issue for which he/she was invited.

A written agenda will be prepared by and submitted by the Chapter and Employer. Each agenda will be prepared and distributed to each side one week prior to the meeting date. Matters taken up in the scheduled meetings will be confined to the agenda.

Minutes from the Chapter and Employer meetings will be prepared and approved by the Chapter's and Employers' designated Representatives. Upon approval of the meeting minutes, copies will be distributed to the Chapter and to the Employer. Additional copies will be distributed to the Sheriff and the Director.

B. Department of Community Supervision and Intervention and Department of Cook County Sheriff's Boot Camp and Department of Women's Justice:

For the Department of Community Supervision and Intervention and the Department of Cook County Sheriff's Boot Camp, and Department of Women's Justice labor/management meetings will be scheduled on an as need basis. Arrangements for such meetings shall be made reasonably in advance, at mutually agreed upon times and both parties will provide a written agenda. Matters taken up in the scheduled meetings will be confined to the agenda. The number of designated Representatives for each side will be mutually agreed upon.

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day which may be required.

Section 3.2 Regular Work Periods:

I. DOC:

- A. The work schedule for Correctional Officers working in the Department of Corrections shall consist of five consecutive days of work and two consecutive days off.
- B. Generally, the work week for Correctional Officers working in the Department of Corrections will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

6:00 a.m.	-	2:00 p.m.
2:00 p.m.	-	10:00 p.m.
10:00 p.m.	-	6:00 p.m.

or

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.
11:00 p.m.	-	7:00 a.m.

Transportation unit shifts will be either one of the following:

12:00 p.m.	-	8:00 p.m.
6:00 a.m.	-	2:00 p.m.

Based on identified needs, the Employer will decide the number of Corrections Officers for each shift and days off. Any changes of the above work schedules will be discussed with the Chapter prior to implementation.

No Officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 p.m. to 12:00 midnight another day) within a seven (7) day period.

- C. Except as provided elsewhere in this Agreement, an Employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include and be interrupted by a one (1) hour paid lunch break. In the event an employee is ordered not to take all or any part of his lunch break, he shall be compensated at the overtime rate of time and one-half (1-1/2) for such work.

II. D.C.S.I. (Pre Release):

The normal work-week consists of forty (40) hours; eight (8) hours per day, five days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch:	2400 to 0800 hours or 2300-0700
Second Watch:	0800 to 1600 hours or 0700-1500
Third Watch:	1600 to 2400 hours or 1500-2300

Based on identified needs, the Employer will decide the number of Correctional Officers/Investigator II's (intensive supervision) for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 to 4:00 p.m. one day, 4:00 to 12:00 midnight another day) within a seven (7) day period.

The Employer agrees that pre-release employees will have two consecutive days off.

III. Boot Camp:

On or after February 1, 1997, Boot Camp will, where appropriate, institute a 6 and 2 work schedule. The Employer agrees that an Employee will have consecutive days off within a scheduled calendar week.

The normal work-week consists of forty (40) hours; eight (8) hours per day, five days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch:	0530 to 1330 hours
Second Watch:	1330 to 2130 hours
Third Watch:	2130 to 0530 hours

Based on identified needs, the Employer will decide the number of Officers for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 to 4:00 PM. one day, 4:00 to 12:00 midnight another day) within a seven (7) day period.

IV. DCSI (Electronic Monitoring):

The normal work week consists of forty (40) hours; with a five-two work schedule consisting of eight (8) hours each day per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 12:00 a.m. to 8:00 a.m.

Second Watch 8:00 a.m. to 4:00 p.m.

Third Watch: 4:00 p.m. to 12:00 a.m.

Based on identified needs, the Employer will decide the number of employees for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an Employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 a.m. to 12:00 midnight another day) within a seven (7) day period.

The Employer agrees that Electronic Monitoring Employees will have two consecutive days off.

V. Women's Justice:

The normal work-week consists of forty (40) hours; with a maximum of five (5) consecutive eight (8) hour days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following watches:

Second Watch: 7:00 a.m. to 3:00 p.m.

Third Watch: 3:00 p.m. to 11:00 p.m.

Based on identified needs, the Employer will decide the number of employees for each shift and days off. Any changes in the above work schedules will be discussed with the Chapter prior to implementation.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 7:00 a.m. to 3:00 p.m. one day, 3:00 a.m. to 11:00 p.m. another day) within a seven (7) day period.

The Employer agrees that the Women's Justice Employees will have two consecutive days off.

Section 3.3 Overtime Policy and Procedures:

Contingent upon the needs of the Employer, qualifying Officers will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. In order to ensure the fair and equitable distribution of overtime, a tracking system which is agreed upon by the Employer and the Chapter will be created and implemented upon the ratification of this agreement.

Officers will be eligible to participate in this program and earn extra money if they meet the following requirement:

Within the previous three month period, the employee must not have (1) used any sick leave when that employee had no accrued sick leave on the books (2) been absent no call or (3) been absent late call without documented justification reasonably acceptable to the Employer, to include but not limited to approved FMLA.

PROCEDURES AND PROVISIONS

Where possible, the Employer will determine staffing levels for all shifts, for all locations and all Officers. The Employer will also determine minimum staffing levels, for all locations which may be changed from time to time as institutional needs are evaluated and justified. Whenever a Unit falls below the established minimum level, additional staff will be added using the following procedure:

A. Temporary Reassignments

Staff will be temporarily assigned from other locations. If it has been determined that a shortage will exist for more than a day, staff may be temporarily reassigned for up to 30 days. The temporarily assigned employees will be reassigned to the position from which he was transferred upon the completion of the temporary assignment. Temporary assignments will not be used to avoid job posting and bidding. The temporary assignment shall not exceed thirty (30) days without mutual agreement.

B. Voluntary Overtime

When it is not possible to secure staff from other locations, overtime can be offered using seniority in the following manner:

1. Using Officers already at work and on duty in the Division/Units on a rotation basis based on seniority.
2. The next Officers to be offered overtime are those on duty in other Divisions/Units on a voluntary basis based on seniority.
3. The Shift commander may call Officers from the Division/Unit in need who are on an RDO, who have volunteered.
4. The Shift commander may call Officers from the Division/Unit in need who are on an RDO from another shift, who have volunteered.

Remedy: The Employer and the Chapter agree that the appropriate remedy for a violation of this provision is that the member who's rights have been violated by an error in regards to this procedure shall be entitled to work the next available overtime shift of the member's choosing.

The Chapter shall keep the Employer informed of the Employer's suspected systematic abuse of this provision and the Employer will cooperate with the Chapter in correcting any such systematic abuse. In the event that the suspected abuse is not corrected to the satisfaction of the grievant, any remedy shall not be limited to the above.

C. Mandatory Overtime

When it has been determined that there is a critical need for overtime, the Superintendent/Unit Supervisor will make the decision to require that Officers work overtime after completion of C.B.A Article 3.3 B2, beginning with those with the least seniority.

If all Officers refuse voluntary overtime, the Superintendent/Unit Supervisor will choose Officers beginning with those on duty within their Division/Unit, with the least seniority each time and without rotation. However, no officer shall be assigned to work mandatory overtime more than once in the same pay period, unless every on duty Officer within that Division/Unit has already performed mandatory overtime during that same pay period.

D. Voluntary and Mandatory Overtime for Specialty Units

Notwithstanding the above, if no Officers in the specialty units voluntarily accept said overtime assignments then Officers on duty in the specialty unit shall be assigned beginning with those with the least seniority.

No Officer shall be assigned to work mandatory overtime more than once in the same pay period, unless every on duty Officer within that specialty unit has already performed mandatory overtime during that same pay period.

This shall not preclude any members in special assignments from being able to volunteer for overtime in other assignments if so qualified.

Section 3.4 Overtime Compensation:

Overtime which has been duly authorized or approved shall be compensated as follows: All hours actually worked in excess of eighty (80) hours per biweekly pay period by an Employee shall be compensated at the rate of one and one half (1-1/2) times the regular hourly rate. For purposes of calculating overtime, all compensated hours shall be counted, except sick leave, during a fourteen (14) day period.

Section 3.5 Compensatory Time and/or Overtime:

Effective upon ratification and Board approval, at the Officer's option, time and one half (1 ½) overtime may be accumulated as compensatory time due, calculated at overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

ARTICLE IV
Seniority

Section 4.1 Definition of Seniority:

- A. For the purpose of this agreement, seniority shall be defined as commencing on the member's date of hire as a sworn law enforcement officer with the Cook County Sheriff's Department.

Seniority earned within each department will be considered for the following within the department:

1. Job Posting and bidding for division/unit, shift and detail as defined under Article XIV.
2. Choice of vacation dates
3. Overtime assignments

In the event two or more Officers have the same seniority date, preference shall be given based on the lowest County employee number.

- B. County-Wide Seniority shall be defined as a combination of Department seniority plus any time which is credited under Section 1 below or COUNTY SERVICE IN ANOTHER DEPARTMENT OF COOK COUNTY.

1. Any Employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as Employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

2. Loss of Seniority: An Employee shall lose his/her seniority for the following reasons only:
 - a. The Employee resigns or quits,
 - b. The Employee retires on regular service retirement,
 - c. The Employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure,
 - d. The Employee does not return or renew at the expiration of a leave of absence,
 - e. The Employee does not return to work when recalled from layoff.

3. Any new employee shall be considered a probationary employee for a period of twelve (12) months from the beginning of their employment during which time they shall have no seniority rights except for vacation purposes. A new Employee may be summarily dismissed within said twelve (12) months from the date of employment at the sole discretion of the Employer. If such Employee is retained beyond the twelve (12) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular Employee and his seniority shall commence as of the date of his original employment.

Section 4.2 Reduction in Work Force, Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a department, the employees to be laid off in that classification shall be removed from it in inverse order of department seniority. Where possible, surplus employees and the Chapter shall be given notice thereof at least two (2) weeks prior to the effective date. Employees so removed shall be able to exercise their seniority in any other department covered by this collective bargaining agreement provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Employees laid off as a result of this procedure shall be subject to recall in order of department seniority before new employees are hired in the classifications held by them at the time of the reduction in force.

Section 4.3 Seniority List:

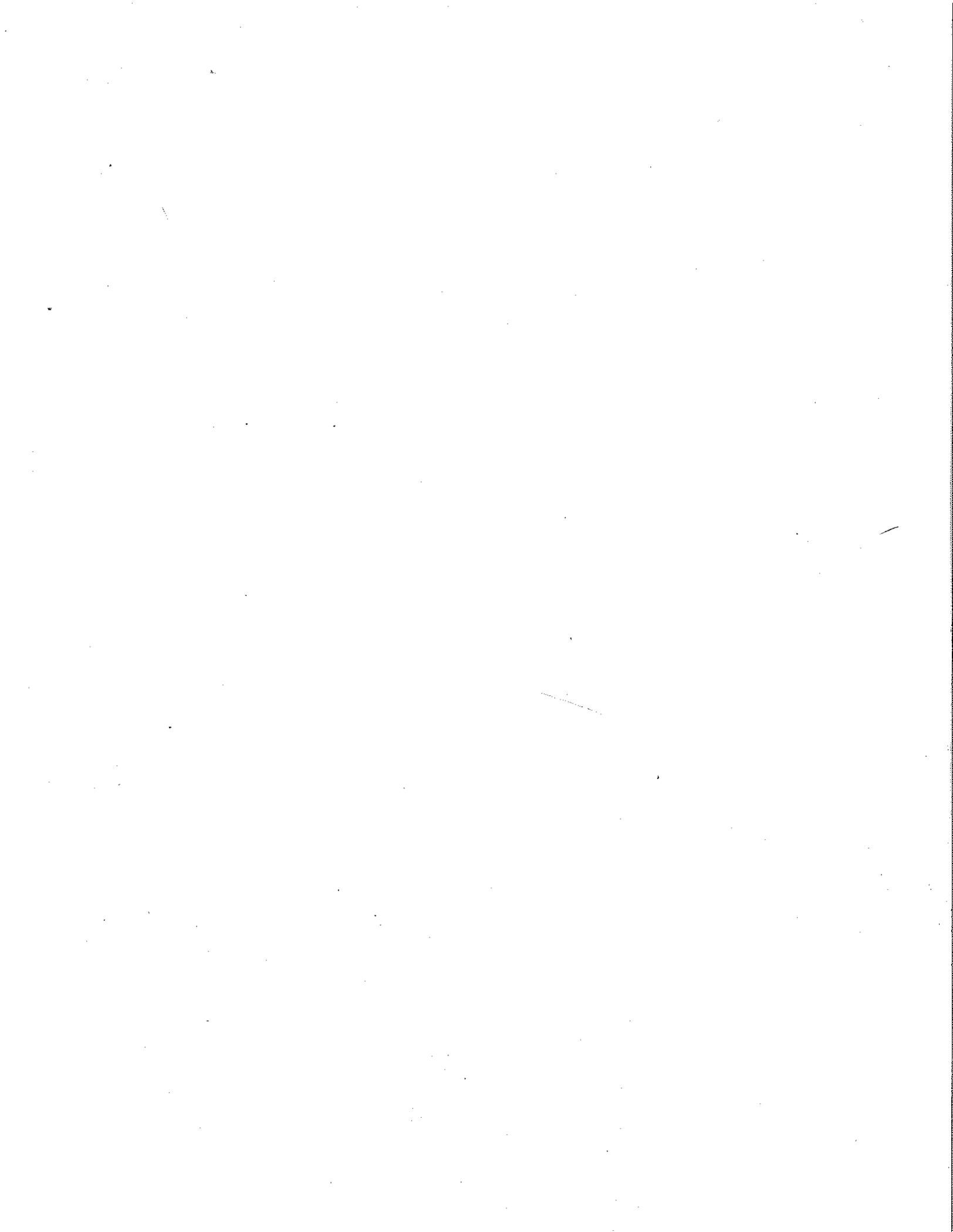
As soon as possible, the Employer will furnish the Chapter a list showing the name, employee number, Department of Corrections/Department of Community Supervision and Intervention/Boot Camp seniority date within each such Department, current job assignment and star number of each employee. The Employer shall post a similar list. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error as it appears on that list or it will be considered correct and binding on the employee and the Chapter for the duration of that list. The Employer will furnish the Chapter monthly reports of any changes to such list, and shall furnish a revised list every ninety (90) days. A copy of each subsequent revised list will be available for inspection and review in the Security Office of each Division/Unit. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Chapter until a subsequent list is furnished by the Employer as provided herein.

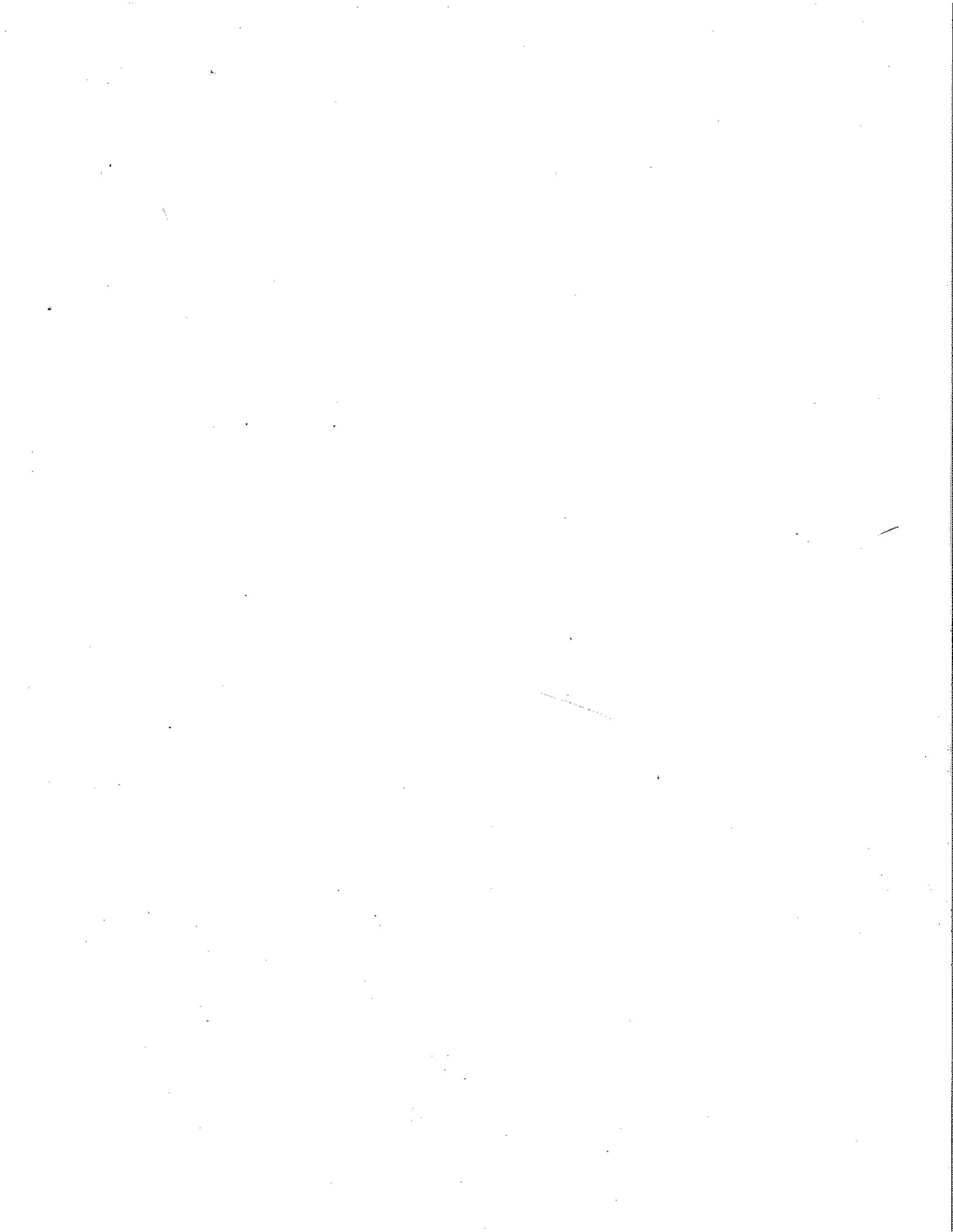
ARTICLE V
Rates of Pay

Section 5.1 Job Classifications:

All bargaining unit employees shall receive the biweekly salary provided for their respective grade and length of service as set forth in Appendix A of this Agreement. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:





Effective the first full pay period on or after	12-1-04, a 1% wage increase
Effective the first full pay period on or after	12-1-05, a 1% wage increase
Effective the first full pay period on or after	6-1-06, a 2% wage increase
Effective the first full pay period on or after	12-1-06, a 1.5% wage increase
Effective the first full pay period on or after	6-1-07, a 2.5% wage increase
Effective the first full pay period on or after	12-1-07, a 2% wage increase
Effective the first full pay period on or after	6-1-08, a 2.75% wage increase

Non-compounded \$500.00 cash bonus for all employees in pay status on the date the Cook County Board approves the agreement per past practice.

Section 5.2 Court Time:

If a Correctional Officer is required by the Department to appear in court during off-duty hours, such court time will be compensated at the rate of one and one-half (1 ½) times the Officers regular hourly rate of pay so long as these hours are in excess of the Officers regularly scheduled work hours.

**ARTICLE VI
Holidays**

Section 6.1 Designation of Holidays:

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit. It is understood that for those employees working on a 4-on, 2-off schedule, holidays are included in the scheduling and may or may not fall on the appointed day:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Washington's Birthday - Third Monday in February
5. Casimir Pulaski's Birthday - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. Effective December 1, 1993, Employees who work on any one of the six (6) major holidays, i.e., New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one half (1-1/2) for all hours worked, plus an additional day off with pay.

Employees who work on any one of the seven (7) minor holidays, shall receive straight time pay for all hours worked plus an additional day off with pay.

- D. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an Employee is required to work on an approved floating holiday, the Employee shall receive one and one-half times the Employee's regular hourly rate for the hours actually worked plus, at the officers discretion, either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of the Agreement.

Section 6.2 Eligibility:

To be eligible for holiday pay, an Employee must satisfy each of the following requirements:

- A. The Employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless said officer received authority to take those days off.
- B. The Employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave or other authorized paid time during such period.
- C. Holiday compensation will not be credited to members scheduled to work on a holiday if the member is on the medical roll (except IOD) or absent due to sickness.

Section 6.3 Holidays in Vacations:

If a holiday falls within an Employee's scheduled vacation, such Employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE VII
Vacations

Section 7.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Article IV, Section 4.1(B) 1, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1 st thru 6 th	10 working days	20 working days
7 th thru 14 th	15 working days	30 working days
15 th years and over	20 working days	40 working days

- B. Vacation accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue time in that period.

Vacation

0.3847 days per pay period x 26 pay periods = 10.0022 days.
 0.5770 days per pay period x 26 pay periods = 15.0000 days
 0.7693 days per pay period x 26 pay periods = 20.0018 days

- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (1)one day or more and shall be scheduled pursuant to Section 9.7 contained herein.
- D. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military or Naval service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation:

The Employer agrees to post vacation schedule request periods, and the choice of vacation scheduling shall be given on a department seniority basis as a bargaining unit member within each division/unit of the department.

The vacation period will begin December 1 and end on November 30. Each bargaining unit member desiring to select vacation time for this period must select a minimum of forty (40) hours, five (5) working days. However, the bargaining unit member may at his/her option, use all or part of the maximum allotted vacation time earned for one (1) fiscal year. The employee who wishes to split his/her vacation may do so in as many weeks as are earned for one (1) fiscal year. Once the vacation periods are selected by the bargaining unit members, he/she will within a reasonable time period receive a copy of the selections signed by both the member and the unit supervisor. The vacation bid period shall begin on or before November 1st and be concluded no later than November 15th of each year, or earlier as may be agreed.

At least eight percent (8%) of the sworn personnel on each shift within each division/unit will be allowed off for vacation. Civilian personnel, training, suspensions, meetings, excused absences, etc., will not be used in this determining number of bargaining unit members that may be allowed off for vacation. (Personal time, holiday time, and time due are not a part of vacation, therefore at least an additional two percent (2%) will be allowed for such time. Usage of vacation time in one (1) day increments shall be included in this calculation.) A combined minimum of ten percent (10%) of the bargaining unit members scheduled to be on duty for the shift will be allowed off for the use of vacation and compensatory time.

Bargaining unit members with additional vacation time will be allowed to select any available period(s) after the vacation list has been completed and posted, or he/she may carry the additional time over to the next year, subject to Cook County limitations. Once a vacation is selected, the bargaining unit member must receive that vacation even if he/she has been transferred to another division/unit.

If a bargaining unit member is in danger of losing vacation time because he/she has accumulated more vacation than the County allows, the superintendent or unit supervisor shall notify the member of such danger and inform the member the week(s) available prior to losing his/her vacation time. However, vacations already selected cannot be switched, except upon written application with exceptional circumstances. The Employer will not unreasonably deny any such request.

ARTICLE VIII
Welfare Benefits

Section 8.1 Hospitalization Insurance:

- A. The various hospitalization insurance plans (as described in the attached Appendix C) which are in effect shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Chapter. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County may institute or continue a cost containment program (such a second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Chapter will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

- C. The employer will provide prescription benefits and mail order prescription program as described in the attached Appendix C.

Section 8.2 Sick Leave:

- A. Sick leave accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue sick time in that period.

0.4616 days per pay period x 26 pay periods = 12.0016 days.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation hereunder. Additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Employer shall keep the Chapter informed of employees suspected of abusing sick pay and the Chapter will cooperate with the County in counseling individuals in an effort to minimize such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge.
- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. After five (5) consecutive working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- E. An employee who has been off duty for five (5) consecutive working days or more for any health reason shall be required to undergo examination by the Employer's physician before returning to work.
- For health related absences of less than four (4) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances where the sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.
- F. If, in the opinion of a physician designated and retained by the County, the health of an employee or immediate family, warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and any other compensatory time for such leave.
- G. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act.

Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an

amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All Employees shall be provided with life insurance in an amount equal to the Employee's annual salary (rounded to the next \$1,000), at no cost to the Employee, with the option to purchase additional insurance up to a maximum of the Employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:

Pension benefits for Employees covered by this Agreement shall be as mandated under the Illinois Compiled Statutes.

Section 8.6 Dental:

All Employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Maintenance of Benefits:

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussion. The Chapter reserves the right to bargain over such changes, including the right to arbitrate any dispute over such changes.

Section 8.8 Employee Assistance Program:

The Employer has established an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. This program is designed to deal comprehensively with any personal problems of employees which affect their physical or mental health and which may have a negative impact on their work productivity. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

Section 8.9 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.10 Insurance Opt-Out:

Effective 12/01/99, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a

payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

ARTICLE IX Additional Benefits

Section 9.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents. An additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household if said funeral takes place more than one hundred fifty (150) miles from the Cook County Department of Corrections, 2700 S. California Ave., Chicago IL.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. All leaves requested must be in writing.

Section 9.2 Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee.

Section 9.3 Personal Days:

All employees shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time. Scheduling of personal time shall be pursuant to Section 9.7 herein. Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of (8) hours for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days may be used as additional vacation leave with the prior approval of the Sheriff/Designee. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively with the approval of the Sheriff/Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

Accruals shall be 0.1539 days per pay period x 26 pay periods = 4.0014 days.

Severance of employment shall terminate all rights to accrued personal days.

Section 9.4 Family Medical Leave Act:

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act.

Section 9.5 Jury Duty:

Approval will be granted for leave with pay for any jury duty imposed upon an Employee. Any compensation, however, exclusive of travel allowance received, must be turned over to the Employer by the Employee.

Section 9.6 Americans with Disabilities Act:

The parties acknowledge that the employers are bound by the provisions of the Americans with Disabilities Act.

Section 9.7 Notice of Leave:

Employees must give at least twenty-four (24) hours notice before utilizing any leave benefits, including but not limited to a vacation day, personal day, compensatory time day, floating holiday, or any other paid time off which was not previously scheduled. All requests for time off shall be granted, man power allowing. Request for time off shall not be unreasonably denied by the Employer.

**ARTICLE X
Leaves of Absence**

Section 10.1 Regular Leave:

Leaves of absence without pay for Employees shall be granted in compliance with the Rules and Regulations of the Employer and the Cook County Sheriff's Merit Board.

- A. Leaves of absence without pay may be granted any member of the Department of Corrections or Investigator II (Intensive Supervision). The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall be returned to the same rank he or she held at the time the leave was granted provided a vacancy exists. Leaves of absences shall not be granted to any County Correctional Officer or Investigator II (Intensive Supervision) who has not completed his or her probationary period.

- B. All leaves of absence, except for military service, shall be for one year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence shall be granted by the Sheriff, with notification to the Board. An officer, who fails to return to his position following the granted leave, or to request and be granted a new leave of absence on or before the expiration of this first leave, shall be deemed to have resigned.
- C. Leaves of absence without pay may be granted for the following reasons and purposes:
1. Illness of an Employee properly certified by a physician acceptable to the Sheriff and the Board; however, the Board may require a member who has applied for such leave to submit to a physical examination by a physician of its choosing;
 2. Active duty in the military or naval service of the United States;
 3. Training in an institution of higher learning;
 4. Other reasons acceptable to the Sheriff and the Board.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, suspensions for more than 30 calendar days, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.2 Seniority on Leave:

An Employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

Section 10.3 Retention of Benefits:

An Employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An Employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the Employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4 Chapter Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Chapter which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Chapter will be allowed time off, without pay, to attend State and National conferences and conventions of the Chapter, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously affect the performance of the office.

Section 10.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

All Employees who attend monthly drills on the weekends that are not on their regular days off must work two of their regular days off before attending the drill. If the Employee does not work off days first, the Sheriff/Designee will allow the Employee to take vacation, comp. time, or personal days for the weekend. The Employee must notify the Sheriff/Designee in writing (To/From) at least 10 working days before the scheduled drill date. If the Employee does not have any accrued vacation, comp. time or personal days, the Sheriff/Designee shall switch the Employee's days off for the affected drill weekend.

Section 10.6 Veteran's Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The Employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The Employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.7 Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

ARTICLE XI Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

The purpose of this Article is to specify the method by which employees may present grievances and seek redress.

This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, political affiliation or political activity.

All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by county administration, depending on the subject matter of the grievance.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

An employee is encouraged first to discuss the problem with the immediate supervisor.

If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

Section 11.2 Definition:

A grievance is a difference between an employee or the Chapter and the employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Chapter.

Matters which fall within the jurisdiction of the Merit Board cannot be challenged as a grievance. However, discipline of thirty (30) days or less may be grieved as outlined in Article XV Section 15.4 and as may be further outlined in this Agreement.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or Representatives of the Chapter may present grievances. Employees may take up grievances through Steps One to Four either on their own and individually or with representation by the Chapter. If an employee takes up a grievance without Chapter

representation, any resolution of the grievance shall be consistent with this Agreement and the Chapter representative shall have the right to be present at and receive a copy of such resolution. A grievance relating to all or a substantial number of employees (Class Action) or to the Chapter's own interests or rights with the Employer may be initiated at Step Four per the Chief Union Representative or his designee only. Once a Grievance has been filed for discipline of 30 days or less, the Employer shall not impose such discipline until the completion of the 4th Step of the Grievance Procedure.

Section 11.4 Grievance Procedure Steps:

Grievances must be submitted on an approved Grievance Form. The steps and time limits shown as calendar days as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u> (working days)	<u>Response</u>
1	15 days	Superintendent/ Designee (DCSI: Immediate Supervisor/ Designee)	7 days	10 Days
2	5 days	Asst. Executive Director/ Designee (DCSI: Division Director/Unit Chief/Designee)	10 days	15 days
3	5 days	Executive Director/ Designee	15 days	20 days
4	10 days	Sheriff/Designee, or Director Bureau of Human Resources/Designee	20 days	30 days
5	30 days	Impartial Third Party	15 days	30 days

Step One

1. The Employee obtains a Grievance Form from the Chapter Representative.
2. The Employee writes the nature of the grievance, attaches a copy of the write-up, if disciplinary, and the resolution sought on the Grievance Form, signs it, returns it to the Representative who will present it to the Superintendent/Designee (DCSI: Immediate Supervisor/Designee). The employee, Representative, and Superintendent/Designee (DCSI: Immediate Supervisor/Designee) will each keep their appropriate copy.
3. Within the seven (7) calendar days after receipt, the Superintendent/Designee (DCSI: Immediate Supervisor/Designee) shall meet with the employee to discuss the grievance.

4. Within the ten (10) calendar days after the meeting, the Superintendent/Designee (DCSI: Immediate Supervisor/Designee answers the grievance on the Grievance Form and transmits the answer to the Employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the five (5) calendar days after receipt, or if no answer is given, advance the Grievance to Step 2.
7. Failure to advance the grievance within five (5) calendar days after the Step 1 answer is due concludes the grievance procedure.

Step Two

1. On the Grievance Form, the Employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, attaches a copy of the write up, if disciplinary, together with the Step 1 answer, and returns it to the Representative. The Representative presents the grievance to the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee).
2. Within ten (10) calendar days after receipt, the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) shall meet with the Employee to discuss the grievance.
3. Within fifteen (15) calendar days after the meeting specified in (2) above, Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) writes the final answer on the Grievance Form and transmits the answer to the Employee.
4. If the answer is satisfactory or if the Employee fails to advance the grievance within five (5) calendar days after the Step 2 answer is due, the grievance procedure is concluded.

Step Three

1. Within five (5) calendar days after receipt of the Step 2 answer, the Employee states that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory, writes the date referred to Step 3, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 answers, and returns it to the Chief Representative. The Chief Representative presents the grievance to the Executive Director/Designee.
2. Within fifteen (15) calendar days of receipt of the letter, the Executive Director/Designee will hear an appeal and submit a written decision to the Employee within twenty (20) calendar days.
3. If the answer is satisfactory or if the Chapter/Employee fails to advance the grievance within ten (10) calendar days after the Step 3 answer is due, the grievance procedure is concluded.

Step Four

1. Within ten (10) calendar days after receipt of the Step 3 answer, the Employee states that the answer given at Step 3 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 and Step 3 answers and returns it to the Chief Representative. If the Chapter concurs the business representative will advance the Grievance to the Sheriff/Designee.
2. Within twenty (20) calendar days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the Employee within thirty (30) calendar days.

Step Five - Impartial Arbitration

If the Chapter is not satisfied with the Step 4 answer, it shall within thirty (30) calendar days after receipt of the Step 4 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) calendar days, the Employer and Chapter may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Chapter and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Chapter. Each party to an arbitration proceeding shall be responsible for compensating its own Representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Chapter. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be fifteen (15) days. Time limits may be extended by mutual agreement in writing between the Employee and/or the Chapter and the Employer.

Section 11.6 Representatives:

- A. The Chapter will advise the Employer in writing of the names of the Representatives and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval

from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

B. The following Divisions/Units/Shifts shall be represented by the below listed shift Representatives:

Division I	(one for each shift)
Division II	(one for each shift)
Division IV	(one Representative for each shift)
Division V	(one Representative for each shift)
Division VI	(one Representative for each shift)
Division VII	(one Representative for each shift)
Division VIII	(one Representative for each shift)
Division IX	(one Representative for each shift)
Division X	(one Representative for each shift)
Division XI	(one Representative for each shift)
Receiving	(one Representative for each shift)
Transportation	(one Representative for each shift)
Chief Security	(one Representative for each shift)
Hospital	(one Representative for each shift)
Administration	(one Representative)
Boot Camp	(one Representative for each shift)
DCSI/Pre-Release	(one Representative for each shift)
EM – Investigator II	(one Representative for each shift)
Sheriff's Furlough	(one Representative)
SORT	(one Representative)

The above listed divisions/units/shifts shall also be represented by Chapter Field Representatives who will act in the absence of the Shift Representative.

C. The Employer recognizes that the Metropolitan Alliance of Police shall be granted a total of one (1) Chief Union Representative to service the members of the bargaining unit and handle grievances in conjunction with the unit Representatives. Said Chief Representative will have the time necessary to act in this manner without loss of pay or benefits.

It is further mutually agreed that the Chapter will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Chapter's authorized Union Representatives employed by the Employer who are to deal with the Employer on behalf of the Chapter. The Chapter shall not be liable for any activities unless so authorized. The Chapter shall notify the Employer of any changes of these Representatives during the term of this agreement.

Section 11.7 Chapter Representatives:

Duly authorized Business Representatives of the Chapter will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business Representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Chapter will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff department rules applicable to non-employees.

**ARTICLE XII
Continuity of Operation**

Section 12.1 No Strike:

The Chapter will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Chapter Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- (a) publicly disavow such action by the Employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Chapter;
- (c) notify the Employees stating that it disapproves of such action instructing all Employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all Employees who violate any of the provisions of this Article. In such event, the Employee or Employees, or the Chapter in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5 Reservation of Rights:

In the event of any violation of this Article by the Chapter or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII
Miscellaneous**

Section 13.1 No Discrimination:

The Employer and the Chapter agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, disability, ancestry, sexual orientation, marital/parental/military discharge status, source of income or housing, or activity on behalf of the Chapter.

It is the policy of the Employer that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Section 13.2 Safety and Working Conditions:

It is agreed that the Employer is subject to applicable statutory responsibilities in the area of Health and Safety.

Section 13.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Chapter in non-public locations. The Chapter will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 13.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet, negotiate and replace those provisions declared invalid.

Section 13.5 Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The

Employer will advise the Chapter at least 3 months in advance when such changes are contemplated and will discuss such contemplated changes with the Chapter, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Chapter in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

The Chapter recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in the County. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the County will hold advance discussions with the Chapter prior to letting the contract and will advise the Chapter of the nature, scope and work to be performed by the subcontracting. The Chapter will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Chapter.

Section 13.6 Tuition Reimbursement:

- A. The Employer recognizes the benefits of a well-educated work force and therefore encourages employees to continue their education and acquisition of new skills through any state accredited college or university.
1. The Employee's selected major or minor discipline can be related to his/her present job or a perspective departmental position.
 2. The Employee completes the course with a minimum passing grade of "C".
 3. The Employee notifies and completes the request for reimbursement procedure within 30 days prior to the commencement of the course, employees shall notify the Employer within thirty (30) days of the successful completion of said course in order to qualify for this benefit. Applications for reimbursement are available by contacting the Cook County Department of Human Resources - Training Division.
- B. All County of departmentally sponsored courses and training programs will be afforded to all employees fairly and without restrictions. Notice of these courses or programs will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.
- C. The allocation shall be \$20,000 per fiscal year. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to employees and not supplement the existing training budget or plans. Reimbursements shall not exceed \$500 per employee per fiscal year on a first come basis.
- D. Tuition fund allocations shall be used for the sole purpose of uses defined under this article. If funds fall in danger of depletion/exhaustion, employee departmental seniority (in addition to A-1, 2, & 3) will be the primary factor of consideration for remaining disbursement of funds.

- E. The Employee will receive reimbursement within 60 days of approval and verification of courses taken, grades received and expenses incurred. Effective FY 2000, in the event the \$20,000 is exhausted, employees will be eligible to participate in the County-wide Tuition Program.

Section 13.7 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect on a reasonable basis. his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. It is understood that only one official file shall exist for each employee.

- A. Number, Type and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case, such as a Merit Board matter or grievance.
- B. Division Files - All Personnel files shall be maintained in the Personnel office only. Divisions or units shall maintain attendance records and those files necessary for the efficient operation of that Division or unit. All files pertaining to any disciplinary action shall be maintained in the Personnel office, Executive Director's office, or Investigative section. Superintendents or unit supervisors may maintain disciplinary write-up action taken, for a period of twelve (12) months. After twelve (12) months, with no disciplinary write-ups all material will be removed.
- C. Employee Review - Employees and/or their authorized Chapter Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Chapter representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee within a reasonable period time.
- D. Employee Notification - A copy of any disciplinary action or material related to employee performance which is placed in the Personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

Section 13.8 Indemnification:

- A. Employee Responsibility
The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section D.

B. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for purposes of this document, be considered within the scope of the Officer's employment, nor pursuant to the performance of his/her duties.

C. Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

D. Applicability

The Employer will provide the protections set forth in Sections A and B above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section C with the County of Cook in defense of the action or actions or claims.

Section 13.9 Cook County Sheriff's Merit Board:

It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board.

Section 13.10 Credit Union:

The Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members Advantage Credit Union (sponsored by Metropolitan Alliance of Police), or Paysaver Credit Union, offered by the County. These funds will be remitted on the same day as the employee's pay day.

Section 13.11 General Orders:

Notwithstanding any other provision of this Agreement, the Chapter must be notified in advance of any contemplated change in the general orders directly affecting Correctional Officers.

Upon hire, the Employer shall provide each Correctional Officer covered by this Agreement with an up-to-date copy of all general orders, which shall be in a 3-ring binder. Upon issuance of any newly published General Order(s) or addenda, each Correctional Officer covered by this agreement will be tendered a copy of such Order(s) and/or addenda. Each Correctional Officer shall sign for his/her copy upon receipt of these general orders and/or addenda. A current copy of all General Orders will be kept by each Superintendent/Unit Supervisor in each Division/Unit for reference by the Officers.

Section 13.12 Uniforms:

The parties have agreed that the uniform allowance will be as follows during the term of this agreement:

FY 2005 - \$650/yr
FY 2006 - \$650/yr
FY 2007 - \$650/yr
FY 2008 - \$650/yr

Section 13.13 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by the Internal Revenue Service as approved by County policy, currently .325 per mile.

Section 13.14 Chapter Communication with Employees:

A Representative of the bargaining unit will be allowed to address newly hired employees during the initial probationary period advising them of their Chapter rights and benefits and to solicit their membership in the Chapter under the terms of the Agreement. Material covering benefits, wage schedules and copies of the contract may be distributed to all probationary employees during this period.

Section 13.15 Secondary Employment:

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. Employees working in the capacity of law enforcement officer, security guard or investigator shall furnish proof of the secondary employer's indemnification/liability insurance. Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

Section 13.16 Duty Related Injury:

In the event a Correctional Officer is injured on a duty and is unable to perform his/her duties, the Correctional Officer may be placed on duty related injury leave until such time as the Correctional Officer is deemed fit to return to duty. During the time the officer is on a duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to, their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause, and officers shall surrender their credentials and badge if they are absent from work for more than 180 days (six months).

Section 13.17 Residency Requirements:

The Parties agree that they will both agree to abide by the outcome of the litigation currently pending before the Illinois Public Labor Relations Board.

Section 13.18 Creation of New Units:

The Employer agrees that when a new unit is sought to be created the Union will be given in advance notice of at least thirty (30) days and will be given an opportunity to discuss the Unit.

ARTICLE XIV
Job Posting and Transfers

Section 14.1 Vacancy:

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units created, or when the Employer increases the number of authorized employees in a facility/unit, except for details for not more than 60 days. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is removed for disciplinary reason for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year or until the next Department/Division-wide bid whichever occurs first).

Section 14.2 Division/Units Open to Posting and Bidding Process:

The Employer is required to post a recognized vacancy (including shift and detail) in a division/unit not a specific assignment within the division/unit. The Employer has the exclusive right to permanently or temporarily assign any employee within the same division/unit.

Section 14.3 Posting of Vacancies and Bidding:

I. DOC:

In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of 30 days or more.

A. Department-Wide Bidding:

1. At least thirty days prior to the Department-wide bid, the employer shall provide to the Chapter a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and details which will be available for bid.
2. By September 15th 2006 and by September 15th of every even year after that, the employer will complete a Department Wide Bid which will allow all staff based on their seniority date, to bid for their Division or Unit, shift and detail. The department wide bid will be open to all staff members regardless of when they were last awarded a bid. Staff members can bid for their division or shift and detail and the bid will be awarded to the bidder with the most seniority.
3. The Executive Director will establish the number of staff assigned to each shift and detail in each division or Unit. There will be seven(7) details:
 1. Monday through Friday with Saturday and Sunday off days.
 2. Tuesday through Saturday with Sunday and Monday off days.
 3. Wednesday through Sunday with Monday and Tuesday off days.
 4. Thursday through Monday with Tuesday and Wednesday off days.
 5. Friday through Tuesday with Wednesday and Thursday off days.
 6. Saturday through Wednesday with Thursday and Friday off days.
 7. Sunday through Thursday with Friday and Saturday off days.

4. Based upon a verified seniority list, each officer will be allowed to select the Division or Unit, shift and detail they prefer. This process would allow groups of 100 officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority, to select his/her assignment from the identified assignments. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority have the most assignments to select from and an officer with the least seniority has the least assignments to select from.

B. March/September Bids:

When a vacancy occurs in between Departmental/Unit-wide bids, the vacancy will be filled by the following method:

1. All vacancies will be identified by Division or Unit, shift and detail. The employer shall review all vacancies, including positions occupied by probationary and non-bided employees and will conduct a Bid by the 15th of every March and September to fill said positions. During even years (2006 as an example), the Department Wide Bid will serve to satisfy the September portion of this provision.
2. All vacancies will be posted on bulletin boards in all divisions accessible to all staff for a minimum of ten (10) days.
3. All staff will be eligible to bid on all vacancies regardless of their current assignment.
4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the Executive Director's Office within the ten (10) day posting period.
5. All vacancies will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
6. If bids are solicited and a successful bidder is chosen the staff member shall remain in that assignment for at least thirty days or until the next department wide or March / September bids, whichever occurs first.
7. If bids are solicited and there are no successful bidders, the Executive Director may fill the vacancy with probationary employees until the next department wide bid or March / September bids, whichever occurs first.

C. Special Assignments:

1. The Executive Director of each department must identify to the Chapter those units or positions which require special or specific licenses, education, skills, knowledge, criteria

and/or training in order to be assigned to those positions. Currently there are several Special Assignment units in the Department of Corrections, including, SORT, Division VIII, Witness Protection and Transportation. Also in the Department of Women's Justice, Department of the Sheriff's Impact Incarceration, commonly known as Boot Camp, and the Department of Community Supervision Intervention (DCSI). These positions will be identified as "Special Assignments". Special Assignments vacancies shall be filled in the following manner:

2. The respective Executive Director will establish the number of staff assigned to each shift and detail of the Special Assignment unit.
3. Staff assigned to Special Assignment positions will have the right to remain in their respective Special Assignments. Any staff that is reassigned due to pending disciplinary action, if found at no fault, will be transferred back to their original bid position in that Special Assignment.
4. Any special Assignment that has multiple shifts and/or details, staff members working that Special Assignment will, based on seniority, choose/bid their shift and/or detail on an annual basis.
5. Any staff member working in a Special Assignment may elect to vacate the Special Assignment and participate in the Departmental wide bid.
6. Any vacancies within a Special Assignment will be filled first by staff assigned to the particular Special Assignment, based upon seniority. Once the position has been filled from within, the initial position or vacancy created by the filling of the initial position will then remain unfilled at the respective Executive Director's discretion or then will be offered to all staff that can satisfy the special and specific requirement, based upon seniority. Then the position may either remain unfilled or the Executive Director may solicit bids from all staff who can satisfy the special or specific requirement.

All officers currently assigned to E.M. or Boot Camp will have their seniority status revised and shall be converted to give them all of their Department-wide seniority, i.e. they will be allowed to bid their vacation, shift and detail in the current order allowed utilizing their seniority date from the date of hire as a sworn law enforcement officer with the County Sheriff's Department.

II. Boot Camp:

In order to bid for any vacancy, bargaining unit members must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspension of 30 days or more. Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted and filled in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the Executive Director's Office within the seven (7) day posting period.

C. All vacancies will first be filled by the seniority with the bargaining unit member who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Officers bidding into the Boot Camp must meet the following criteria:

1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
2. Possess a valid Illinois Driver's License;
3. Submit to a formal interview;
4. Successfully complete a mandatory drug test and background investigation;
5. Successfully complete physical fitness testing and evaluation;
6. Successfully complete and receive a graduation diploma from the U.S. Army Military Police School's Rehabilitation Training Instructors Course.

Department-Wide Bidding:

1. At least thirty days prior to the initial annual Boot Camp-wide bid, the employer shall provide to the Chapter a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and groups which will be available for bid.
2. Periodically, but no more frequently than annually, the Director of Boot Camp (hereafter referred to as Director) will institute a Boot Camp-wide bid which will allow staff, based on seniority, to bid for shifts and groups. The Boot Camp-wide bid will be open to all eligible staff members regardless of when they were last awarded a bid. Staff members can bid for their shift and group and the bid will be awarded to the bidder with the most Seniority.
3. The Director will establish the number of staff assigned to each shift. There will be seven groups.
4. Based upon a verified seniority list, each officer will be allowed to select the shift and group they prefer. This process would allow officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority to select his/her shift and group from the identified shifts and groups available.

This process avoids duplication by allowing only one (1) shift and group per officer. This process is designated to ensure that officers with the most seniority have the most shifts and groups to select from and an officer with the least seniority has the least shifts and groups to select from.

6. After implementation of these selections, the staff members would remain in their respective assignments for one (1) year or until the next Boot Camp-wide bid or until the next Quarterly bid (described below) if sooner.
7. In the event there are no bidders, or no bidders with the ability to do the job, the employer may fill a recognized vacancy at his discretion with the lease senior employee with the ability to do the job or with any consenting employee.
8. No more frequently than quarterly, the Boot Camp shall conduct interim postings and bids for any vacancies created during the previous quarters. Such quarterly bid shall be conducted in the same/manner as described above.

III. D.C.S.I. Electronic Monitoring /Pre-Release:

D.C.S.I., E.M., PRE-RELEASE JOB BIDDING AND POSTING

In order to bid for any vacancy a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of 30 days or more.

Whenever a recognized vacancy occurs within the DCSI, the vacancy will be posted in the following manner:

In EM., Management agrees to post all vacancies within EM., shift and detail only. Not a specific assignment as follows:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the D.C.S.I. Executive Director's Office within the seven (7) day posting period.
- C. All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification standards required by the unit. Officers bidding into the Electronic Monitoring Unit and Pre Release must meet the following criteria:
 1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
 2. Possess a valid Illinois driver's license;
 3. Submit to a formal interview;
 4. Successfully complete a mandatory drug test and background investigation;
 5. Successfully complete physical fitness testing and evaluation.

- 6. Electronic Monitoring Unit candidates must have successfully completed a firearms qualification within the previous twelve (12) months.
- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.

IV. S.O.R.T:

In order to bid for any vacancy, a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspension of 30 days or more.

Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the S.O.R.T. Director's Office within the seven (7) day posting period.
- C. All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification standards required by the unit. Officers bidding into the Electronic Monitoring Unit and bargaining unit positions in the Records Unit must meet the following criteria:
 - 1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
 - 2. Possess a valid Illinois driver's license;
 - 3. Submit to a formal interview;
 - 4. Successfully complete a mandatory drug test and background investigation;
 - 5. Successfully complete physical fitness testing and evaluation (outside agency to be consulted to modify test process).
- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.

V. Department of Women's Justice:

DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL

In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty injury, disability maternity leave, leave of absence, or suspensions of 30 days or more.

1. At least thirty days prior to the annual individual Departmental bid, the employer shall provide to the Chapter a list of all eligible bid positions in the department which clearly sets forth all shifts and details which will be available for bid.
2. For the duration of this agreement, the Executive Directors will institute an individual Departmental bid which will allow staff, based on seniority, to bid for their shift and detail. The individual Departmental bid will be open to all eligible staff members (as identified above) regardless of when they were last awarded a bid. Staff members can bid for their shift and detail and the bid will be awarded to the bidder with the most seniority.
3. The Executive Directors will establish the number of staff assigned to each shift and detail in each division or Unit. There will be seven details:
 1. Monday through Friday with Saturday and Sunday off days.
 2. Tuesday through Saturday with Sunday and Monday off days.
 3. Wednesday through Sunday with Monday and Tuesday off days.
 4. Thursday through Monday with Tuesday and Wednesday off days.
 5. Friday through Tuesday with Wednesday and Thursday off days.
 6. Saturday through Wednesday with Thursday and Friday off days.
 7. Sunday through Thursday with Friday and Saturday of days.
4. Based upon a verified seniority list for each department, each officer will be allowed to select the shift and detail they prefer. This process would allow groups of officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority, to select his/her assignment from the identified assignments in each department. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority in each department have the most assignments to select from and an officer with the least seniority has the least assignments to select from.
6. After implementation of these selections in each department, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid or until the next bid if sooner.
7. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with consenting employee.

Quarterly Bids:

When a vacancy occurs in between Departmental bids, the vacancy will be filled by the following method:

1. All vacancies will be identified by shift and detail. The vacancy will be posted in the department.
2. The vacancy will be posted in the department. The vacancies shall be posted on bulletin boards in areas accessible to all staff members in the department for a minimum of ten (10) days.
3. Only staff assigned in the department will be allowed to bid on the vacancy.
4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the appropriate Executive Director's Office within the then (10) day posting period.
5. All vacancies in each department will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
6. The successful bidder must remain on the chosen assignment for the duration of this agreement or until the next Departmental/Divisional wide bid whichever occurs first.
7. If a vacancy receives no successful bidders in the department, the vacancy must remain unfilled or the Executive Director may solicit applications from other Divisions.
8. If applications are solicited from other Divisions and there are no successful bidders, the appropriate Executive Director may fill the vacancy with a probationary employee until the next Departmental-wide bid.
9. If bids are solicited from other Divisions and successful bidder is chosen, the staff member shall remain in that assignment for the duration of this agreement or until the next Departmental wide or Divisional bid, whichever occurs first.
10. The Employer shall review all vacancies and positions occupied by probationary employees each March, June, September and December. These positions shall be filled according to sections one (1) through nine (9) above or by a Departmental-wide bid.

Section 14.4 Exceptions to the Requirements of Job Posting, Bidding and Transfers:

I. DOC:

- A. Probationary Employees: Notwithstanding any other provision of this Article XIV, the Employer has the exclusive right on his sole discretion, to fill a recognized vacancy with any probationary employee until the next Divisional Department bid.

- B. **Reassignment Under Investigation:** The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- C. During the term of this agreement the Employer and the Chapter shall have the right in their sole discretion and for any reason, to fill recognized vacancies by transferring to such vacancy up to, and including, seventy-five (75) employees for the Employer and twenty-five (25) employees for the Chapter, provided, that no employee shall be so transferred or reassigned under this section involuntarily. The Parties will notify each other in writing, within five (5) working days of such transfers. Said transfer orders shall be dated, and in writing and shall clearly, on its face, designate the employee being transferred and the position to which said employee is being transferred. The Parties further agree that if such transferred employee is returned to his/her original position during the term of this agreement then that Party shall be able to re-use that transfer right.

II. Boot Camp:

Reassignment Under Investigation - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.

III. D.C.S.I.:

- A. **Reassignment Under Investigation** - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- B. The D.C.S.I. may, at its discretion, fill 25% of all vacancies in the Electronic Monitoring Unit and bargaining unit positions in the Records Unit with Correctional Officers and Court Service Deputies without regard to seniority.

Section 14.5 Notification:

- A. The Employer shall notify the Chapter in writing of all of the recognized vacancies or transfers for each year of this Agreement by January 1 of the following year. The Employer will identify to the Chapter, in writing, the name of each employee, the division/unit occupied by said employee, whether such assignment is in a special unit or not.
- B. The Employer shall keep a record of all posting for 90 days in the Personnel Office, which shall be available for inspection by the Chief Chapter Representative and/or a Chapter official once every three (3) months at a date and time mutually agreeable to by the Employer and the Chapter.
- C. The Employer shall inform the Chief Chapter Representative and/or a Chapter official at the quarterly meeting above, of the number of quarterly divisional seniority bids accomplished.

ARTICLE XV
Disciplinary Action Policy and Procedure

Section 15.1 General Statement:

This policy shall apply to all Correctional Officers under the jurisdiction of the Sheriff of Cook County. The term "Employee," as used throughout this procedure, shall also be understood to include any recognized employee Representative.

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Representation and rights consistent with the Illinois Uniform Peace Officers Disciplinary Act "Illinois Police Officer's Bill of Rights", as amended from time to time in the Illinois Compiled Statues. The Chapter and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

All investigations conducted by the Internal Investigations Division of the Cook County Sheriff's Police Department shall be conducted and completed within a reasonable time period based upon the complexity of the investigation, and the workload of the IAD Internal Affairs Division.

Section 15.2 Purpose:

To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rules infraction.

Section 15.3 Policy:

- A. Disciplinary action is taken when an Employee has committed an infraction of a County rule or regulation or general or special order of the Sheriff's Office as specified in rules governing employee conduct or other behavior deemed unacceptable.
- B. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior and is based upon the Commission of the same or similar infraction, except for major cause infractions as defined elsewhere.
- C. In general, discipline will include the following steps:
 - 1. Written reprimand(s)
 - 2. Suspension(s)
 - 3. Discharge
- D. Sick time is not to be used by Employees as vacations or simply to take time off with pay, but Employees shall not be disciplined for the bona fide use of sick time. The Employer shall keep the Chapter informed of Employees suspected of abusing sick time and the Chapter will cooperate with the Employer in counseling individuals in an effort to minimize

such abuse. Excessive absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse or abuse of medical time and dock time. The parties agree that when an Employee is "written-up" for misuse of sick leave that Employee shall provide a doctor's note at or before his/her Step 1 (per Article XI) grievance hearing. In the event the Employee fails to provide such documentation then the grievance shall be denied.

- E. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an Employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.
- F. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee (example: never on roll call or in the presence of an inmate or visitor).
- G. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:
 - 1. Documentation of Employee's past conduct.
 - 2. Whether or not the Employee was adequately warned and counseled of the consequences of his/her conduct.
 - 3. Length of service.
 - 4. Seriousness and circumstances of the infraction.
 - 5. County or Sheriff's Office practice in similar cases.
 - 6. Motives and reasons for violating a rule.

Section 15.4 Appeals Procedures:

Department disciplinary actions for suspensions of thirty (30) days or less, excluding counseling and/or written reprimands shall be subject to the grievance procedure. Merit Board action is subject to administrative review of the Circuit Court of Cook County. Grievances involving written reprimands shall be initiated at Step 1 and may be processed only through Step 3 of the grievance procedure. Should the Chapter consider the suspension of an Employee to be improper, the Chapter shall submit a written grievance to the Sheriff or his/her designated Representative within ten (10) calendar days of the Chapter's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

Section 15.5 Disciplinary Action Form:

- A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Chapter shall contain at least the following:
1. Name of employee being disciplined.
 2. Date of report.
 3. Date and time of infraction.
 4. The infraction committed, with a description.
 5. Supervisor signature space.
- B. The disciplinary action form is given to an Employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the Employee. If the Employee refuses to sign the form, the refusal will be noted in the space designated for the Employee's signature by both the supervisor and the Chapter Representative.
- C. Copies of the disciplinary action form are distributed as follows:
1. The Employee
 2. Division/Unit Chapter Representative
 3. Assistant Director
 4. Superintendent and/or unit supervisor
 5. Internal Investigations

Section 15.6 Suspension for Thirty (30) Calendar Days or Less:

Suspensions for thirty (30) calendar days or less may be given when there has been previous disciplinary action or for the first infraction of a serious nature.

- A. Suspensions for thirty (30) calendar days or less is documented on a disciplinary action form and given to an Employee in a conference, after approval of the Sheriff/Designee.
- B. A disciplinary action form is completed and distributed as specified previously.
- C. A disciplinary action form documenting a suspension of three (3) days or less will be disregarded and removed from the Employee's personnel file after twelve (12) months from the occurrence provided that the Employee has received no other suspensions during this twelve (12) month period. If there was another suspension of three (3) days or less during this time period, then the disciplinary action forms will be so removed eighteen (18) months after the Employee's last suspension.
- D. A disciplinary action form documenting a suspension of more than three (3) days for a single infraction, but less than thirty-one (31) days shall not be considered against the employee for purposes of promotion after two (2) years from the occurrence, provided that the Employee has not received any other suspensions involving more than three (3) days for a single infraction during this two (2) year period.

Section 15.7 Representation:

The parties agree that all bargaining unit employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

**ARTICLE XVI
Summary Punishment**

Section 16.1 Purpose:

- A. Defines the scope of Summary Punishment procedures.
- B. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.
- C. Sets forth procedures to be followed by supervisory personnel in imposing Summary Punishment.

Section 16.2 Definition:

- A. Summary Punishment is an alternative to formal disciplinary procedures when conduct of a less serious misconduct is observed by or comes to the attention of a department supervisor.
- B. Less serious misconduct are acts of omissions, not of a serious nature, which lend themselves to prompt and appropriate corrective action. It would include those violations of the Department of Corrections rules, orders and procedures which pose no threat to the safety or security of correctional staff, inmates or the institution.

Section 16.3 Summary Punishment Limitations:

- A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment. Care will be taken that critical assignments are not left unstaffed as a result of the imposition of Summary Punishment.
- B. The Summary Punishment which may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:

FIRST OFFENSE: A written reprimand.

SECOND OFFENSE: Suspending an affected member for one (1) day without pay.

THIRD OFFENSE: Suspending an affected member three (3) days without pay. More than three (3) sustained less serious misconduct charges will result in action taken under major cause infraction.

- C. An officer will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said officer as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served
- D. Action recommended under Summary Punishment shall not bar a recommendation for a more severe penalty, when additional facts give rise to a potentially more serious offense.
- E. Summary Punishment shall not be used to process a citizen complaint. All citizen complaints shall be forwarded to the Internal Investigation Division.

Section 16.4 Procedures:

- A. When Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within twenty (20) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following three (3) options:
 - 1. Acceptance of the recommended Summary Punishment which shall constitute a waiver of the grievance and hearing procedure.
 - 2. Refuse to accept the Summary Punishment and request a Hearing which shall constitute a waiver of the grievance procedure.
 - 3. Refuse to accept the Summary Punishment and implement the Grievance procedure.
- B. Acceptance of Summary Punishment:
 - 1. Upon acceptance of the Summary Punishment by the affected member, the initiating supervisor shall sign the Summary Punishment Action Request form in the indicated signature block along with the affected member and forward the form with any other pertinent documentation to the Shift Commander. The Shift Commander shall review the form for completeness and accuracy and sign in the appropriate signature block indicating approval or disapproval. The Shift Commander then shall forward the form to the appropriate Superintendent/Unit Supervisor, who shall review the form with any other attached pertinent information and sign in the appropriate signature block indicating approval or disapproval. The Superintendent/Unit Supervisor shall then forward the form to the Executive Director/Designee for final approval.
 - 2. Each level of review shall have the authority to alter the recommendation within the scope of the Summary Punishment limitation contained in this Article.

C. Refusal - Request for Hearing:

1. Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for the request of a Hearing, the Summary Punishment Action Request form shall be forwarded through the same Chain-of-Command as delineated in B. (1) above. Each level of review shall have the authority to alter or disapprove the prior recommendation within the scope of the Summary Punishment limitations contained in this Article.
2. If the affected member still requests a Hearing, the Executive Director/Designee shall submit the Summary Punishment Action Request to a Hearing board for final determination. The Hearing board's determination shall be binding and final on both parties and not subject to the grievance procedure.

D. Refusal - Grievance:

Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for grievance, the affected member shall have 15 calendar days to submit a Chapter grievance form to Step 1 of the grievance procedure. Failure to submit a Chapter grievance form within the time limits shall constitute a waiver of the grievance procedure and acceptance of the Summary Punishment.

E. Miscellaneous:

1. Nothing contained in this Article shall preclude obtaining an internal investigation number and investigation, when additional facts give rise to a potentially more serious charge.
2. A copy of the Summary Punishment Action Request form shall be forwarded to the personnel/payroll supervisor and indicate all pertinent information for payroll/timekeeping purposes.

F. De-Deputization:

1. "De-Deputization" is a process wherein the Officer is required to relinquish his/her deputy card and/or credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-Deputization except for just cause.
2. All officers who have been De-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.

G. Summary Punishment Action Request Form (SPAR):

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employees personnel file after twelve (12) months from the occurrence, provided that the employee has received no other written reprimand or suspension during this twelve

month time period. If there is another written reprimand or suspension of three (3) days or less during this time period, then the (SPAR) will be removed twelve (18) months after the employee's last written reprimand or suspension.

ARTICLE XVII Evaluations

Section 17.1 Written Evaluations:

The Employer shall prepare and evaluate all non-probationary officers on an annual basis. Said evaluation shall be typed or written in ink before being presented to the affected officer for signature and the officer shall be provided a copy of said evaluation at the time of signing.

Section 17.2 Authority:

- A. The CCDOC Performance Appraisal Form currently in use for Correctional Officers is hereby established as the only method by which the Department will evaluate individual performances.
- B. The Performance Appraisal Form will be prepared for the rating periods of July 1 through June 30.
- C. Data from the Performance Appraisal Form will be used for:
 - 1. Counseling employees as to their job performance, strengths and weaknesses.
 - 2. Determining training needs.
 - 3. Promotional considerations.
 - 4. Providing current employee statistics and personal data.

Section 17.3 Responsibilities of the Department:

- A. One month prior to the end of the rating period, May 31, the Department will forward the correct number of Performance Appraisal Forms to appropriate divisions.
- B. The Department will ensure that all completed Performance Appraisal Forms are returned to them fifteen days after the end of the rating period.
- C. The Department will review each Performance Appraisal Form for completeness, compile a list of numerical scores and forward them to the Director, the Cook County Police and the Corrections Merit Board.
- D. The completed Performance Appraisal Form will be filed in the appropriate personnel folder.

Section 17.4 Responsibilities of Superintendents/Unit Supervisors:

- A. Superintendents/Unit Supervisors are responsible for the administration of the Performance Appraisal Form within Divisions and Sections under their control.
- B. The Superintendents/Unit Supervisors upon receipt of the Performance Appraisal Form will distribute to supervisors who will rate only those personnel under their immediate control.
- C. Superintendents/Unit Supervisors will review and sign each Performance Appraisal Form to ensure that the system is administered fairly throughout their Division.
- D. The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the Performance Appraisal Form explaining the reason for the adjustment and notify the ratee.

Section 17.5 Responsibilities of the Rater:

- A. The rater will check the approved furlough list and schedule his ratings so the appropriate ratee will be available for counseling and signature.
- B. In cases where the officer being rated has been under the supervision of the rater for less than sixty (60) days, the rater will forward the Performance Appraisal Form to the previous supervisor.
- C. The rater is responsible for the proper execution of the Performance Appraisal Form and will sign his name in the designated space.
- D. The rater is required to inform the ratee of the final results of the evaluation. The rater should point out strengths as well as areas where improvement is needed.
- E. The interview between the rater and ratee should be viewed as a two-way training session whereby both parties are permitted to express themselves and explain reasons for past performances.

Section 17.6 Responsibilities of the Ratee:

- A. The ratee will review the Performance Appraisal Form in the presence of the rater and at that time question any items not understood.
- B. The ratee is required to sign the Performance Appraisal Form. This signature is not an indication of agreement with the raters evaluation but merely indicates that the ratee has seen and reviewed the Performance Appraisal Form.
- C. If the ratee does not agree with the evaluation he has the right to note this fact in the comment section of the Performance Appraisal form.

Section 17.7 Appeal Procedure:

- A. The employees Performance Appraisal Form will influence many vital personnel decisions, therefore, the right of an immediate Appeal, to the Superintendent/Unit Supervisor of the rater is hereby established.
- B. The Appeal Process will consist of an informal counseling session between the ratee, his rater and the Superintendent/Unit Supervisor.

Section 17.8 Performance Appraisal Form Adjustment:

The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the Performance Appraisal Form explaining the reason for the adjustment and notify the ratee.

**ARTICLE XVIII
Duration**

Section 18.1 Term:

Four year collective bargaining agreement beginning December 1, 2004 through November 30, 2008.

It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

Section 18.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Chapter, then such notice shall be addressed to the following individuals:

- 1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602
- 2. Sheriff
Daley Center - Room 704
Chicago, IL 60602
- 3. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

Metropolitan Alliance of Police
215 Remington, Suite C
Bolingbrook, Illinois 60440

And

T. Steven Calcaterra
1220 Iroquois Lane, Suite 204-B
Naperville, Illinois 60563

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and Entered into this 9th day of January, 2007.

COUNTY OF COOK:

BY: Todd H. Stroger 8/2/2007
Todd Stroger, President
Cook County Board of Commissioners

Thomas Dart
Thomas Dart, Sheriff

ATTEST: David Orr
David Orr, Cook County Clerk

CHAPTER: Metropolitan Alliance of Police
Cook County Correctional Officers Chapter #222

BY: Joseph M. Andalina 6-18-07
President, Joseph M. Andalina
Metropolitan Alliance of Police

Harold Simpson
Harold Simpson
Chief Union Representative

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 09 2007

COM _____

BY:

A. M. Dickerson

James B. Bial

Diabann A. Woods

M. K. Dole

L. W. Child

John M. Murren

George Harrington

Harry B. Bial

~~John M. Murren~~
~~George Harrington~~
~~Harry B. Bial~~
John M. Murren

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE		AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE		AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE		AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE		AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	
						1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP
CO1															
Hourly	19,171	20,055	21,059	22,094	23,131	24,055	25,015	26,014	27,049	28,131	29,261	30,445	31,684	32,977	34,324
Bi-Weekly	1,533.68	1,604.40	1,684.72	1,767.52	1,850.48	1,924.40	2,001.20	2,081.12	2,163.92	2,250.48	2,341.61	2,436.32	2,534.64	2,635.68	2,740.48
Annual	39,875	41,714	43,802	45,955	48,112	50,034	52,031	54,109	56,261	58,512	60,867	63,328	65,893	68,568	71,352
CO2															
Hourly	21,060	22,091	23,131	24,252	25,373	26,383	27,433	28,529	29,662	30,845	32,066	33,324	34,619	35,961	37,350
Bi-Weekly	1,684.80	1,767.28	1,850.48	1,940.16	2,029.84	2,110.64	2,194.64	2,282.32	2,372.96	2,467.60	2,567.28	2,670.08	2,775.92	2,884.80	2,997.60
Annual	43,804	45,949	48,112	50,444	52,775	54,876	57,060	59,340	61,696	64,157	66,700	69,328	72,043	74,846	77,739
CO3															
Hourly	21,719	22,765	23,821	25,008	26,159	27,200	28,286	29,413	30,583	31,804	33,066	34,369	35,713	37,105	38,546
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32	2,646.08	2,750.88	2,858.72	2,970.72	3,084.72
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152	68,784	71,515	74,346	77,277	80,308
CO4															
Hourly	23,821	25,008	26,159	27,407	28,740	29,885	31,078	32,318	33,609	34,950	36,342	37,784	39,276	40,818	42,410
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00	2,907.36	3,021.84	3,140.56	3,263.52	3,389.76
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696	75,594	78,594	81,696	84,900	88,206
CO5															
Hourly	26,159	27,407	28,740	30,094	31,531	32,791	34,096	35,459	36,871	38,340	39,809	41,388	42,976	44,674	46,392
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20	3,189.36	3,314.16	3,442.72	3,574.96	3,709.92
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747	82,904	86,174	89,556	93,054	96,678

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE		AFTER 1 YR. AT 1ST LON-GEVITY RATE AND 10 YRS. OF SERVICE		AFTER 1 YR. AT 2ND LON-GEVITY RATE AND 15 YRS. OF SERVICE		AFTER 1 YR. AT 3RD LON-GEVITY RATE AND 20 YRS. OF SERVICE		AFTER 1 YR. AT 4TH LON-GEVITY RATE AND 25 YRS. OF SERVICE	
						5 YEARS OF SERVICE	OF SERVICE	10 YRS. OF SERVICE	15 YRS. OF SERVICE	20 YRS. OF SERVICE	25 YRS. OF SERVICE				
CO1															
Hourly	19,363	20,256	21,270	22,315	23,362	24,296	25,265	26,274	27,319	28,412					
Bi-Weekly	1,549.04	1,620.48	1,701.60	1,785.20	1,868.96	1,943.68	2,021.20	2,101.92	2,185.52	2,272.96					
Annual	40,275	42,132	44,241	46,415	48,592	50,535	52,551	54,649	56,823	59,096					
CO2															
Hourly	21,271	22,312	23,362	24,495	25,627	26,647	27,707	28,814	29,959	31,153					
Bi-Weekly	1,701.68	1,784.96	1,868.96	1,959.60	2,050.16	2,131.76	2,216.56	2,305.12	2,396.72	2,492.24					
Annual	44,243	46,408	48,592	50,949	53,304	55,425	57,630	59,933	62,314	64,798					
CO3															
Hourly	21,719	22,765	23,821	25,008	26,159	27,200	28,286	29,413	30,583	31,804					
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32					
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152					
CO4															
Hourly	23,821	25,008	26,159	27,407	28,740	29,885	31,078	32,318	33,609	34,950					
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00					
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696					
CO5															
Hourly	26,159	27,407	28,740	30,094	31,531	32,791	34,096	35,459	36,871	38,340					
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20					
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747					

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE		AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE		AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE		AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE		AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	
						OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE	OF SERVICE		
CO1															
Hourly	19,750	20,661	21,695	22,761	23,829	24,782	25,770	26,799	27,865	28,980	29,390	30,558	31,776	28,980	28,980
Bi-Weekly	1,580.00	1,652.88	1,735.60	1,820.88	1,906.32	1,982.56	2,061.60	2,143.92	2,229.20	2,318.40	2,351.20	2,444.64	2,542.08	2,318.40	2,318.40
Annual	41,080	42,974	45,125	47,342	49,564	51,546	53,601	55,741	57,959	60,278	61,131	63,560	66,094	60,278	60,278
CO2															
Hourly	21,696	22,758	23,829	24,985	26,140	27,180	28,261	29,390	30,558	31,776	29,390	30,558	31,776	30,558	31,776
Bi-Weekly	1,735.68	1,820.64	1,906.32	1,998.80	2,091.20	2,174.40	2,260.88	2,351.20	2,444.64	2,542.08	2,351.20	2,444.64	2,542.08	2,444.64	2,542.08
Annual	45,127	47,336	49,564	51,968	54,371	56,534	58,782	61,131	63,560	66,094	61,131	63,560	66,094	63,560	66,094
CO3															
Hourly	21,719	22,765	23,821	25,008	26,159	27,200	28,286	29,413	30,583	31,804	29,413	30,583	31,804	30,583	31,804
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32	2,353.04	2,446.64	2,544.32	2,446.64	2,544.32
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152	61,179	63,612	66,152	63,612	66,152
CO4															
Hourly	23,821	25,008	26,159	27,407	28,740	29,885	31,078	32,318	33,609	34,950	32,318	33,609	34,950	33,609	34,950
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00	2,585.44	2,688.72	2,796.00	2,688.72	2,796.00
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696	67,221	69,906	72,696	69,906	72,696
CO5															
Hourly	26,159	27,407	28,740	30,094	31,531	32,791	34,096	35,459	36,871	38,340	35,459	36,871	38,340	36,871	38,340
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20	2,836.72	2,949.68	3,067.20	2,949.68	3,067.20
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747	73,754	76,691	79,747	76,691	79,747

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES

COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE
CO1										
Hourly	20,046	20,971	22,020	23,102	24,186	25,154	26,157	27,201	28,283	29,415
Bi-Weekly	1,603.68	1,677.68	1,761.60	1,848.16	1,934.88	2,012.32	2,092.56	2,176.08	2,262.64	2,353.20
Annual	41,695	43,619	45,801	48,052	50,306	52,320	54,406	56,578	58,828	61,183
CO2										
Hourly	22,021	23,099	24,186	25,360	26,532	27,588	28,685	29,831	31,016	32,253
Bi-Weekly	1,761.68	1,847.92	1,934.88	2,028.80	2,122.56	2,207.04	2,294.80	2,386.48	2,481.28	2,580.24
Annual	45,803	48,045	50,306	52,748	55,186	57,383	59,664	62,048	64,513	67,086
CO3										
Hourly	21,719	22,765	23,821	25,008	26,159	27,200	28,286	29,413	30,583	31,804
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152
CO4										
Hourly	23,821	25,008	26,159	27,407	28,740	29,885	31,078	32,318	33,609	34,950
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696
CO5										
Hourly	26,159	27,407	28,740	30,094	31,531	32,791	34,096	35,459	36,871	38,340
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL COMPENSATION PLAN
UNION

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
						AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AT 1ST LON-GEVITY RATE AND 10 YRS. OF SERVICE	AT 2ND LON-GEVITY RATE AND 15 YRS. OF SERVICE	AT 3RD LON-GEVITY RATE AND 20 YRS. OF SERVICE	AT 4TH LON-GEVITY RATE AND 25 YRS. OF SERVICE					
C01															
Hourly	20,547	21,495	22,571	23,680	24,791	25,783	26,811	27,881	28,990	30,150	31,791	33,059	34,762	36,512	38,312
Bi-Weekly	1,643.76	1,719.60	1,805.68	1,894.40	1,983.28	2,062.64	2,144.88	2,230.48	2,319.20	2,412.00	2,503.40	2,598.28	2,696.40	2,797.60	2,901.60
Annual	42,737	44,709	46,947	49,254	51,565	53,628	55,766	57,992	60,299	62,712	65,271	67,976	70,832	73,848	76,920
C02															
Hourly	22,572	23,676	24,791	25,994	27,195	28,278	29,402	30,577	31,791	33,059	34,422	35,879	37,432	39,081	40,826
Bi-Weekly	1,805.76	1,894.08	1,983.28	2,079.52	2,175.60	2,262.24	2,352.16	2,446.16	2,543.28	2,644.72	2,751.60	2,864.72	2,983.12	3,105.84	3,232.80
Annual	46,949	49,246	51,565	54,067	56,565	58,818	61,156	63,600	66,125	68,762	71,556	74,504	77,612	80,880	84,312

APPENDIX A

SCHEDULE III

BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL COMPENSATION PLAN

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LONGEVITY RATE AND 25 YRS. OF SERVICE
CO1										
Hourly	20,958	21,925	23,022	24,154	25,287	26,299	27,347	28,439	29,570	30,753
Bi-Weekly	1,676.64	1,754.00	1,841.76	1,932.32	2,022.96	2,103.92	2,187.76	2,275.12	2,365.60	2,460.24
Annual	43,592	45,604	47,885	50,240	52,596	54,701	56,881	59,153	61,505	63,966
CO2										
Hourly	23,023	24,150	25,287	26,514	27,739	28,844	29,990	31,189	32,427	33,720
Bi-Weekly	1,841.84	1,932.00	2,022.96	2,121.12	2,219.12	2,307.52	2,399.20	2,495.12	2,594.16	2,697.60
Annual	47,887	50,232	52,596	55,149	57,697	59,995	62,379	64,873	67,448	70,137
CO3										
Hourly	21,719	22,765	23,821	25,008	26,159	27,200	28,286	29,413	30,583	31,804
Bi-Weekly	1,737.52	1,821.20	1,905.68	2,000.64	2,092.72	2,176.00	2,262.88	2,353.04	2,446.64	2,544.32
Annual	45,175	47,351	49,547	52,016	54,410	56,576	58,834	61,179	63,612	66,152
CO4										
Hourly	23,821	25,008	26,159	27,407	28,740	29,885	31,078	32,318	33,609	34,950
Bi-Weekly	1,905.68	2,000.64	2,092.72	2,192.56	2,299.20	2,390.80	2,486.24	2,585.44	2,688.72	2,796.00
Annual	49,547	52,016	54,410	57,006	59,779	62,160	64,642	67,221	69,906	72,696
CO5										
Hourly	26,159	27,407	28,740	30,094	31,531	32,791	34,096	35,459	36,871	38,340
Bi-Weekly	2,092.72	2,192.56	2,299.20	2,407.52	2,522.48	2,623.28	2,727.68	2,836.72	2,949.68	3,067.20
Annual	54,410	57,006	59,779	62,595	65,584	68,205	70,919	73,754	76,691	79,747

Effective December 1, 2004

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE		AFTER 1 YR. AT 1ST LON- AND 10 YRS. OF SERVICE		AFTER 1 YR. AT 2ND LON- AND 15 YRS. OF SERVICE		AFTER 1 YR. AT 3RD LON- AND 20 YRS. OF SERVICE		AFTER 1 YR. AT 4TH LON- AND 25 YRS. OF SERVICE	
						24,872	1,989.76	25,864	26,893	27,963	29,081	49,447	1,901.84	2,069.12	2,151.44
CS2 Hourly	19,724	20,662	21,639	22,680	23,773	24,872	25,864	26,893	27,963	29,081					
Bi-Weekly	1,577.92	1,652.96	1,731.12	1,814.40	1,901.84	1,989.76	2,069.12	2,151.44	2,237.04	2,326.48					
Annual	41,025	42,976	45,009	47,174	49,447	51,733	53,797	55,937	58,163	60,488					

Effective December 1, 2005

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

GRADE	RATE AND GEVITY RATE					AFTER 1 YR.		AFTER 1 YR.		AFTER 1 YR.	
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AT MAXIMUM	AT 1ST LON-	AT 2ND LON-	AT 3RD LON-	AT 4TH LON-	OF SERVICE
CS2	19,921	20,869	21,855	22,907	24,011	25,121	26,123	27,162	28,243	29,372	OF SERVICE
Hourly	1,593.68	1,669.52	1,748.40	1,832.56	1,920.88	2,009.68	2,089.84	2,172.96	2,259.44	2,349.76	OF SERVICE
Bi-Weekly	41,435	43,407	45,458	47,646	49,942	52,251	54,335	56,496	58,745	61,093	OF SERVICE
Annual											OF SERVICE

Effective June 1, 2006

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

<u>GRADE</u>	RATE AND GEVITY RATE					GEVITY RATE				
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
CS2	20,319	21,286	22,292	23,365	24,491	25,623	26,645	27,705	28,808	29,959
Hourly	1,625.52	1,702.88	1,783.36	1,869.20	1,959.28	2,049.84	2,131.60	2,216.40	2,304.64	2,396.72
Bi-Weekly	42,263	44,274	46,367	48,599	50,941	53,295	55,421	57,626	59,920	62,314
Annual										

Effective December 1, 2006

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

<u>GRADE</u>	RATE AND GEVITY RATE GEVITY RATE GEVITY RATE GEVITY RATE					<u>OF SERVICE</u>				
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
CS2	20,624	21,605	22,626	23,715	24,858	26,007	27,045	28,121	29,240	30,408
Hourly										
Bi-Weekly	1,649.92	1,728.40	1,810.08	1,897.20	1,988.64	2,080.56	2,163.60	2,249.68	2,339.20	2,432.64
Annual	42,897	44,938	47,062	49,327	51,704	54,094	56,253	58,491	60,819	63,248

Effective June 1, 2007

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)
UNION

GRADE	1ST	2ND	3RD	4TH	5TH	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS	AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS.	AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS.	AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS.	AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS.
	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>
CS2 Hourly	21,140	22,145	23,192	24,308	25,479	26,657	27,721	28,824	29,971	31,168
Bi-Weekly	1,691.20	1,771.60	1,855.36	1,944.64	2,038.32	2,132.56	2,217.68	2,305.92	2,397.68	2,493.44
Annual	43,971	46,061	48,239	50,560	52,996	55,446	57,659	59,953	62,339	64,829

Effective December 1, 2007

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

GRADE	AFTER 1 YR. AT MAXIMUM RATE AND 5TH YEAR					AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE					AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE					AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE					AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE									
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE	2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE	3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE	4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	5TH LON- GEVITY RATE AND 30 YRS. OF SERVICE	1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE	2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE	3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE	4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	5TH LON- GEVITY RATE AND 30 YRS. OF SERVICE	1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE	2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE	3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE	4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	5TH LON- GEVITY RATE AND 30 YRS. OF SERVICE										
CS2	21,563	22,588	23,656	24,794	25,989	27,190	28,275	29,400	30,570	31,791	1,725.04	1,807.04	1,892.48	1,983.52	2,079.12	2,175.20	2,262.00	2,352.00	2,445.60	2,543.28	44,851	46,983	49,204	51,571	54,057	56,555	58,812	61,152	63,585	66,125

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Effective June 1, 2008

SCHEDULE XXX

BUREAU OF HUMAN RESOURCES

SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION #0671)

GRADE	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE					AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE		AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE		AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE		AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE	
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT 1ST LON- GEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON- GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON- GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON- GEVITY RATE AND 25 YRS. OF SERVICE				
CS2 Hourly	22.156	23.209	24.307	25.476	26.704	27.938	29.053	30.209	31.411	32.665			
Bi-Weekly	1,772.48	1,856.72	1,944.56	2,038.08	2,136.32	2,235.04	2,324.24	2,416.72	2,512.88	2,613.20			
Annual	46,084	48,274	50,558	52,990	55,544	58,111	60,430	62,834	65,334	67,943			



Metropolitan Alliance of Police

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Joseph Mazzone

ADDITIONAL COUNSEL
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Thomas Radja, Jr.
Chris Potthoff
David Wysopal
Steven Calcaterra
Ronald Cicinelli

LEGAL ADVISOR
Jeffery Ortinau

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #222, hereby authorize and direct my employer, the County of Cook, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative the regular monthly dues at the current rate, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

I understand that if I refuse to sign this form, I am subjected to the fair share arrangements set forth in the collective bargaining agreement. Fair share dues are set at the same amount of full share dues and I am not eligible for the free legal defense as an offered benefit of full dues paying status.

This authorization shall continue to be in effect for the term of this contract between the employer and the Metropolitan Alliance of Police.

Member's name: _____
(Please print)

Member's signature: _____ SSN# _____

Address: _____ City/State/Zip _____

County ID: _____ Date: _____

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW PLAN LIMITS AND MAXIMUMS:	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*
Ambulance Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 deductible per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

**PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY)
ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay

* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75%	N/A	1.75%
Employee plus Spouse	.5%	1.0%	1.5%	2.0%
Employee plus Family	.5%	1.25%	1.5%	2.25%
Cap	\$8 PER PAY PERIOD	None	None	None

VISION BASIC BENEFITS - APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS - APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum*
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

Letter of Agreement

This Letter of Agreement is entered into between the County of Cook and the Sheriff of Cook County, joint employers of employees covered by this Agreement (hereinafter collectively referred to as "Employer") and Metropolitan Alliance of Police Cook County Correctional Officers Chapter #222 (hereinafter referred to as the "Chapter"). By this Letter of Agreement the Chapter and the Employer agree as follows:

1. The Employer (through the State's Attorney Office) currently provides copies of the internal affairs investigative files to the Metropolitan Alliance of Police attorney as discovery for grievance arbitrations of discipline resulting from internal affairs investigations. The employer agrees to provide these copies to the Metropolitan Alliance of Police to be delivered to the Chapter's attorney through the office of the Chief Union Representative as discovery prior to the step 4 hearing in an effort to reduce the number of grievances advanced to arbitration. The Metropolitan Alliance of Police Chief Union Representative shall be responsible for ensuring the confidentiality of the files.
2. In all other matters, the parties agree there is a general duty on both sides to provide and share relevant information with one another concerning the processing of grievances. In these matters, the Employer agrees to provide such information to the union, upon request, within 14 working days after the request is received. In the event that the Employer deems the information to be confidential, the Employer will provide the union within a response within 14 working days after the request is received. The parties agree to work to resolve any problems that may arise with respect to the release of the information to the union. If the parties are unable to resolve the dispute, the parties agree to advance the dispute to step five (impartial arbitration) as provided by provision 11.4 of the Grievance Procedure. The parties further agree to suspend any time limitations otherwise provided for in this agreement regarding grievances that are relevant to this information, until such time as an Arbitrator issues a decision on this information.
3. The parties recognize that any arbitration award in violation of, inconsistent with, or in conflict with any statute or statute enacted by the general assembly of Illinois is not a valid and binding award.

AGREED:

C.M. DiCarini 3-28-06
Metropolitan Alliance of Police

[Signature] 03/28/06
MAP Chapter 222 Representative

[Signature]
Sheriff's Office

Letter of Agreement

This Letter of Agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and the Metropolitan Alliance of Police Cook County Correctional Officers Chapter #222 (hereinafter referred to as the "Chapter"). By this Letter of Agreement the Chapter and the Employer agree as follows:

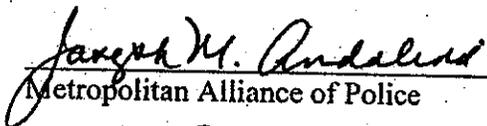
1. Effective immediately, correctional officers in the Cook County Department of Corrections will be permitted to wear "utility uniforms" throughout the calendar year as an optional item. This agreement will not affect the requirement that correctional officers maintain a "Class A uniform."
2. The Employer agrees to provide a three-ring binder to all correctional officers hired within the last year, and will provide three-ring binders along with updated General Order Manuals to all new Chapter Members hired by the Employer hereafter.
3. The Employer agrees to issue a memorandum to all Superintendents within five work days of execution of this Agreement advising them that, effective immediately, employees who have approved Family and Medical Leave can use all benefit time (medical, holiday, personal, vacation, or time due) on less than 24 hours notice for this purpose.
4. The Employer (through the State's Attorney Office) currently provides copies of the internal affairs investigative files to the Metropolitan Alliance of Police attorney as discovery for grievance arbitrations of discipline resulting from internal affairs investigations. The Employer agrees to provide these copies to the Metropolitan Alliance of Police to be delivered to the Chapter's attorney through the office of the Chief Union Representative as discovery prior to the Step 4 hearing in an effort to reduce the number of grievances advanced to arbitration. The Metropolitan Alliance of Police Chief Union Representative shall be responsible for ensuring the confidentiality of the files. It is understood between the parties that this provision in no way affects the previously filed Case No. L-CA-04-039, currently before the Illinois State Labor Relations Board.
5. The Employer agrees to follow the guidelines of General Order # 3.13 as amended by General Order 3.13A (dated 10-01-98) in all regards, including the issuance of a "No Shaving Card".
6. The Metropolitan Alliance of Police agrees to the terms of the attached general order regarding secondary employment. This letter of agreement will clarify the

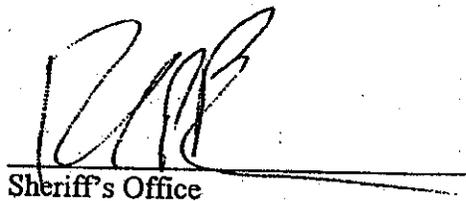
following section of general order for MAP Chapter #222 bargaining unit members:

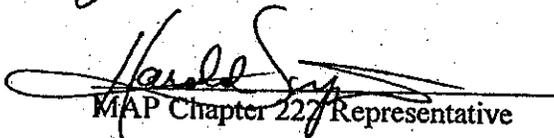
“When the CCSO member is on the Medical Roll for any reason, unless expressly authorized in writing by the appropriate Department Head or designee.”

If a correctional officer or other member of MAP Chapter # 222, after receiving a release from the County doctor or the member's own treating physician, is not permitted to return to duty due to medical restrictions, the correctional officer or other member of MAP Chapter # 222 will not be restricted from working secondary employment unless the medical restrictions are related to the secondary employment.

AGREED: 05/12/05


Metropolitan Alliance of Police


Sheriff's Office


MAP Chapter 222 Representative