

713

COLLECTIVE BARGAINING AGREEMENT

Between

TEAMSTERS LOCAL #714
(JTDC, MIS and Central Services)

And

COUNTY OF COOK

Effective
December 1, 2004 through November 30, 2008

Effective
December 1, 2004 through November 30, 2008

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is entered into between the County of Cook (hereinafter referred to as the "County") and Teamsters Local Union #714 (hereinafter referred to as the "Union") with the County and Union Known as the "Parties").

ARTICLE I **Recognition**

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the County in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, and human resources employees.

Section 1.2 Union Membership:

The County does not object to Union 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 Union if the employee tenders the dues form to the County required as a condition of membership.

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

Section 1.3 Checkoff:

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

Section 1.4 "Fair Share":

1. The County shall grant "fair share" to the Union in accordance with Sections 6(e)(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (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 thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees, or (2) will pay to the

Union each month their fair share of the Union'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 Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union'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 Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union 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 Union'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 judgement including any appeals or by the terms of a mutually agreeable settlement between the Union 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 Union, the Union 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 union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Union 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 Union shall refund any such amount directly to the involved employee.

**ARTICLE II
Employer Authority**

Section 2.1 County Rights:

The Unions recognize that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2.2 County Obligation:

The Unions recognize that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

Section 2.3 Integrity of the Bargaining Unit:

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

Section 2.4 Union and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, including issues respecting health care coverage, the Union and County agree to meet at least once per quarter through designated representatives at the request of either party and at mutually agreed upon dates, times and locations. The Union and County shall each designate not more than seven (7) representatives without loss of wages or benefits if "on duty" to a labor-management committee for this purpose.

Labor Management meetings will be held periodically to discuss employee training and education as well as job classifications. The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish these goals through labor management meetings.

Toward this end the Employer and the Union agree to establish a Labor Management Committee. The purpose of the committee will be to discuss training programs, their implementation and application to bargaining unit members.

ARTICLE III Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended 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 or per week which may be required.

Section 3.2 Regular Work Periods:

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted by each department shall remain in effect.

The above provision will include the Recreational Worker I classification.

The County will provide all employees two 15-minute breaks in the scheduled work day. Counselors assigned to a unit shall be allowed to leave the unit for their breaks.

Section 3.3 Compensatory Time and/or Overtime Compensation:

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be paid in accordance with the Fair Labor Standards Act.
- C. When overtime work is required, all overtime work shall be compensated in cash at time and one-half for all hours worked over 80 in a pay period.
- D. Each department shall record hours worked for each employee eligible for overtime payments. Department Heads are responsible for the correct computation of straight time and overtime hours due an employee.
- E. Hours in a pay status, with the exception of sick time, shall count as time worked in computing overtime.

Section 3.4 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case will an employee be required to work more than sixteen (16) consecutive hours, except in an emergency situation. All available overtime shall be distributed and the responsibility of the County pursuant to the following procedures:

1. A list will be maintained quarterly for employees to volunteer for overtime ("volunteer overtime list").
2. Pre-scheduled overtime (overtime known at least 48 hours in advance) shall be offered to employees by seniority within the job classification. Employees refusing overtime after five (5) consecutive requests may be dropped from the volunteer overtime list until the next quarter. For purposes of this Article, Juvenile Detention Counselors shall be considered a single job classification regardless of assignment.
3. Call out overtime (overtime known less than 48 hours-in advance) shall be offered:
 - (a) By seniority to immediately available employees on duty within the job classification and residential unit (if applicable).
 - (b) By seniority within the job classification pursuant to the volunteer overtime list.
4. If overtime remains unassigned at the start of the hours to be worked, the least senior employee on duty within a job classification, where the overtime exists shall be assigned the overtime ordered until such time as the employee can be relieved pursuant to the above, provided, that no employee shall be ordered to work for more than three (3) work consecutive days.
5. The County shall refuse overtime that would result in more than 40-hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity.
6. In offering or assigning overtime, gender will be taken into consideration when appropriate.

The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit.

Section 3.5 Eligibility for Overtime:

In order to be eligible to work prescheduled overtime, the employee must have had no discipline resulting in suspension for absenteeism or tardiness within the two pay periods prior to the start of the hours to be worked.

Section 3.6 Call Back:

The term "call-back" is defined as an official assignment of work which does not immediately follow an employee's regular scheduled work hours. Employees reporting back to work under the definition of "call-back" shall be compensated at a minimum of two (2) hours at the overtime rate or for the actual hours worked, whichever is greater.

**ARTICLE IV
Seniority**

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 4.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with Cook County since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4. Seniority for such regular part-time employees shall be prorated.

Section 4.3 Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work.

Section 4.4 Reduction in Work Force, Layoff and Recall:

Should the County determine that it is necessary to decrease the number of employees within a job classification, within a department, the County shall give written notice to the Union at least four (4) weeks prior to the effective date of layoff of employees. Employees in the affected classifications selected for layoff shall be given notice at least two (2) weeks prior to the effective date. Employees to be laid off in that classification shall be removed from it in inverse order of seniority.

Where a line of progression exists in a classification, the least senior employee in the classification being reduced shall be allowed to bump the least senior employee in the next lower classification of that classification's line of progression. Employees who have previously served in another classification outside their classification series shall also be offered the right to displace the least senior employee in that classification subject to their ability and fitness to immediately perform that job.

In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is filled by an employee who has not completed the probationary period or any employee who is considered temporary.

Section 4.5 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 4.6 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 4.7 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the

case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

- (f) failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the County;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.8 Transfer of Stewards

Employees acting as Union stewards under Article XI, Section 11.6 of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union at least five (5) days in advance of any such transfers.

Section 4.9 Seniority List:

As soon as possible, the County will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the County 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 Union until a subsequent list is furnished by the County as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted.

At least quarterly, the County on behalf of all Local Unions covered by this Agreement, shall notify the Teamsters Local Union #714 in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers, Teamsters Local Union #714 shall, upon request, receive such information on computer tapes, where available.

Section 4.10 Application of Seniority:

Seniority shall govern in the selection of vacations or other time off selections including overtime assignments, subject to specific provisions of this Agreement.

Section 4.11 Job Postings and Bidding:

Juvenile Detention Counselors assigned to Units, Court Movement and Control, and Medical Movement and Control shall work three (3) basic shifts of:

6 A.M. – 2 P.M.

2 P.M. – 10 P.M.

10 P.M. – 6 A.M.

Each basic shift shall have various day off groups to create a relief shift factor. Within sixty days after the ratification of this contract, the employees who are employed at the juvenile detention facility in the position of Juvenile Detention Counselors shall have the opportunity to bid on any open shift (including unit and hours and day off groups) within their job classification. Shift assignments shall be made in order of seniority. The provisions of Section 6 of this Article shall not apply to the bidding provided for in this paragraph. Employees who are not awarded a bid thru the bidding process shall be assigned to vacant positions in reverse order of seniority; first, to vacancies in the 2:00 P.M. to 10:00 P.M. shift, then to vacancies in the 6:00 A.M. to 2:00 P.M. shift, then to vacancies in the 10:00 P.M. to 6:00 A.M. shift.

Thereafter, when job opening or vacancies occur within the bargaining unit or when new positions are created, JTDC will post a notice on all bulletin boards where notices to employees are normally posted. These posting will be up for a period of fourteen (14) days. All shift assignments shall go to the employee with the most seniority who had bid on the open shift.

When operational needs dictate that an employee be moved to a unit other than his/her usual assignment, it shall be done in reverse order of seniority among the members of the unit where the employee is being moved from.

All job posting shall contain the shift and the unit of the position being filled, however nothing herein shall be construed to limit the employer's right to assign personnel to different units where circumstances require.

When circumstances require movement of personnel for more than 30 days, the employee shall be advised in writing of the circumstances. The employer shall not exercise its discretion to move personnel in an arbitrary or capricious manner. If an employee is moved for more than 30 days pursuant to this section, the prohibition on further bidding within a year shall not apply.

Employees within the department where the vacancy occurs will be given first consideration for promotion to a higher paying position in accordance with Section 4.3. Employees in an equal or lower paying grade who apply for the vacancy will be given preferential consideration in accordance with Section 4.3 before new employees are hired.

Applicants will be advised of their status as to the posting within 90 days after the application/bidding process is completed. All jobs shall be awarded in accordance with Article IV, Section 4.3 of the collective bargaining agreement.

ARTICLE V
Rates of Pay

Section 5.1 Job Classifications

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. 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 12/01/ 2004	1.00%
Effective the first full pay period on or after 12/01/2005	1.00%
Effective the first full pay period on or after 06/01/2006	2.00%
Effective the first full pay period on or after 12/01/2006	1.50%
Effective the first full pay period on or after 06/01/2007	2.50%
Effective the first full pay period on or after 12/01/2007	2.00%
Effective the first full pay period on or after 06/01/2008	2.75%

Employees in pay status as of the date that the Cook County Board approves the wage portions of the Agreement will receive a gross one-time bonus of \$500.00.

Section 5.2 New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head. If the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the County that this reclassification be included in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days after the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees. The committee shall begin meeting each year to review Local Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be

applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be completed no later than June 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

Section 5.3 Classification and Grade Change

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotions:

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that—

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. **Demotions:**

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. **Transfers:**

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Part-Time Employees

Part-time employees who are compensated from the Extra and Overtime Account, shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan. The hourly rate for part-time employees will equal the first step of the salary grade divided by 174.

**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:
1. New Year's Day - January 1
 2. Martin Luther King's Birthday - Third Monday in January
 3. Lincoln's Birthday - February 12
 4. Presidents' Day - Third Monday in February
 5. Casimir Pulaski Day - 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

Employees shall receive twelve (12) paid holidays, per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday provided however, that the following holidays shall be observed on the actual day for employees who work in a position staffed seven (7) days per week: New Year's Day, Lincoln's Birthday, Independence Day, Veteran's Day and Christmas Day. It is understood that 8-hours of holiday time earned may be taken as compensatory time off by mutual agreement between the employer and the employee. Such time should be used within 45-days of being earned.

- 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. Employees who work on a "Major" holiday (i.e., New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day) shall receive one and one-half times their regular hourly rate for all hours worked on the holiday in addition to holiday pay in Section 6.1 A of the Article. An employee who works on a "Minor" holiday (any holiday not Article VI, designated as "Major") shall receive one time their regular hourly rate for all hours worked on the holiday in addition to holiday pay in Section 6.1 A of this Article.
- D. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday in December of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, section 7.2. If an employee elects not to schedule said day as provided above, the employee may request or use the floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work by the employer on a scheduled floating holiday, the employee shall be eligible for holiday pay pursuant to Section 6.2 of this Article.

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 the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked or been in pay status at least forty (40) hours during the pay period in which the holiday occurs.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

Section 6.3 Holidays in Vacation:

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 paragraph D, 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>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial date of employment at 5/6 days per month, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 1-1/4 days per month and on the fourteenth (14th) anniversary to 1-2/3 days per month. A month of service is one in which an employee is in a pay status for at least eleven (11) working days in a month.
- 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 heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken. However, employees shall be allowed to take five (5) days of vacation in between designated days off.
- D. 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 Metropolitan Water Reclamation District of Greater Chicago and/or the 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.
- 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 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 Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance, Employee Contributions

- A. The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution toward premiums. Commencing with the first pay period after December 1, 2000, employees who have elected to enroll in the Employer's HMO health benefit plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (.5%) of their base pay as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. 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 Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- C. Effective December 1, 1996, through November 30, 2007, PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).
- D. Effective December 1, 2002 through November 30, 2007, HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription program. There shall be \$5.00 for generic drugs and \$10.00 for Brand name drugs co-pay for 90 day supply for mail order prescription drugs.

- E. Effective December 1, 2007, prescription drug co-pays for HMO and PPO plans will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double the amount listed above.
- F. Effective December 1, 2002 through November 30, 2007, there will be a three (\$3.00) dollar office visit co-pay per visit.
- G. Effective December 1, 2007, the Health Insurance Plan Designs are revised as follows:

HMO

Office Visit Co-Pay	\$10
ER Co-Pay	\$40
In-Patient Hospital Stay	\$100
Out-Patient Hospital Procedures	\$100

PPO

Individual Deductible	\$125/\$250
Family Deductible	\$250/\$500
Individual Out-of-Pocket Maximum	\$1,500/\$3,000
Family Out-of-Pocket Maximum	\$3,000/\$6,000
ER Co-Pay	\$40
Office Visit Co-Pay	\$25/Deductible and Co-Insurance

- H. Effective June 1, 2008, employees will pay the following percentages of their base pay for their Hospitalization Insurance:

HMO

0.50% for employee coverage

0.75% for employee and children coverage

1.00% for employee and spouse coverage

1.25% for family coverage

PPO

1.50% for employee coverage

1.75% for employee and children coverage

2.00% for employee and spouse coverage

2.25% for family coverage

Section 8.2 Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. 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 time in that period. 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.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- 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 each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. 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 work days of absence due to illness, employees shall

submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility 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.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. 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 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. 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 Chapter 108-1/2 of the Illinois Revised Statutes.

Section 8.6 Dental Plan:

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 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 8.8 Hospitalization -- New Hires:

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.

Section 8.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10 Insurance Opt-Out:

The Employer agrees to pay eight hundred dollars (\$800.00) to eligible employees who opt-out of the Employer's health benefit program payable in lump sum at the beginning of each fiscal year. 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. Immediate family is understood to include mother, father or such people who have reared the employee, husband/wife, child(including stepchildren and foster children, brother/sister, grandchildren, grandparents, and spouse's parents. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall

be entitled to a maximum of 5 normal days pay. To qualify for pay as provided herein, the employee must present proof of death, relationship and attendance at the funeral.

- B. Any additional time needed in the event of bereavement may be granted consistent with the operational needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 9.2 Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

Section 9.3 Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during this regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 9.4 Personal Days:

All employees, except those in a per diem or hourly pay status, 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.

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 one (1) day 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 shall not be used as additional vacation leave. 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 not be used consecutively unless approved by the Department Head. 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.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December to January
- 2nd Quarter - March, to May
- 3rd Quarter - June, July, August
- 4th Quarter - September to November

Severance of employment shall terminate all rights to accrued personal days. The Employer agrees that every effort will be made to grant usage of accrued personal days, when requested, throughout the fiscal year. An employee who has one (1) accrued personal day on September 1st of any given fiscal year will have such day paid out in cash, provided that 3-documented attempts were made to use the day and not approved between September 1st and November 30th. Personal days shall not be unreasonably denied.

Section 9.5 Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Chief of Human Resources of the County.

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Application should be made through the Cook County Bureau of Human Resources.

Section 9.6 Credit Union:

The Employer agrees to deduct from the wages of employees who so authorize, and remit payment to the Members Advantage Credit Union, (sponsored by Teamsters Local Union #714) or any other financial institution they may designate.

Section 9.7 Employee Assistance Program:

The Employer maintains an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. If a referral for EAP assistance is the recommendation of a supervisor and/or department head, the initial appointment shall be scheduled during regular working hours without loss of pay or benefits. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Department Head. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (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 all seniority accrued up to the time of leave, but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 10.3 Family Responsibility 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 Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e. up to twelve (12) weeks and meeting FMLA standards.

Section 10.4 Union 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 Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend state and national conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.3 of this Article.

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.

Section 10.6 Veteran's Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' 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 10.1 and 10.4 of this Article, will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgement, such absence from duty at the particular time requested would interfere with the conduct of County business.

Section 10.8 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

Section 10.10 Family Medical leave Act of 1993:

Employees shall be entitled to up to twelve (12) weeks of unpaid leave per calendar year in accordance with the Family and Medical Leave Act. The employee may utilize any accrued paid time off option in lieu of unpaid leave status.

**ARTICLE XI
Grievance Proceed**

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees. (See Appendix B.)

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Chief of the Bureau of Human Resources or his/her designee. All grievances shall be in writing and contain a statement of the facts, the provision (s) of this Agreement which the Employer is alleged to have violated and the relief requested.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the representative. Union's own interests or rights with the County may be initiated at Step Two by a Union. Disciplinary appeals shall start at Step 2.

Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the County'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>	<u>Response</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Department Head	10 days	10 days

3	10 days	Director, Human Resources/Designee	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days (except that for errors in pay, the initial time period specified in Step 1 shall be six (6) months) and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. There shall be strict adherence to time limits described within the grievance procedure by both employer and employee and/or Union. Time extensions may be granted upon mutual agreement and shall be in writing.

If the employer fails to respond within the time limits, the grievant and/or the Union shall consider the grievance denied and have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

Section 11.6 Stewards:

The Union will advise the County in writing of the names of the stewards in each department with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area which shall not be unreasonably denied, 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 such activity shall not exceed a reasonable period of time. It is understood that the assignment of individual stewards to represent employees shall be at the discretion of the Union.

Section 11.7 Union Representatives:

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

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the County and Union may request the Federal Mediation and Conciliation Service to provide

a panel of arbitrators. Each of the two parties will confer within seven (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 Union and the County 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 Union. 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 County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 11.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be the purpose of attempting to resolve the grievance. The County representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the County representative shall respond to the Union, in writing, within the time limits provided herein.

ARTICLE XII Continuity of Operation

Section 12.1. No Strike:

The Union 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 Union Responsibility:

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (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 County to accomplish this end.

Section 12.3 Discharge of Violators:

The County 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 Union 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 County may not be disturbed.

Section 12.4 No Lock-Out:

The County 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 Union or the County, 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:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human resource ordinance which will be complied with.

It is the policy of the County 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, Work Environment and Health:

- A. **General.** The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in subsection B below. At the employee's request, the Employer will allow the employee to contact the police department at anytime the employee reports that he/she was the victim of a criminal act. At the Employer's discretion, the Employer may contact the police department on behalf of the employee.
- B. **Health and Safety Committee.** The Union shall notify the Employer of the members assigned to the Health and Safety Committee and any sub-committee(s). Issues of a Countywide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed. If the employee is "on duty" said employee shall suffer no loss of pay or benefits by participation in this process.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting.

- C. **Video Display Terminals.** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators. The Employers agree that employees who operate VDT's will be granted 15 minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two 15 minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDT's may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Employee complaints about CRT/VDT screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the employer will provide glare screens.

D. **Communicable Diseases.** The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, all necessary vaccine(s) at no cost to the employee. The employer will provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

Section 13.3 Voluntary and Community Service Workers:

Voluntary organizations and community service workers perform services for the County that are a valuable and necessary contribution to the operation of the County. Also, the County engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The County shall continue to have the right to avail itself of any and all such voluntary services and community service workers and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and community service workers.

Section 13.4 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the County Department Head for approval and posting. Permission to post shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the County's property other than herein provided.

Section 13.5 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 and adopt revised provisions which would be in conformity with the law.

Section 13.6 Sub-Contracting:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least four (4) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 13.7 Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprovoked or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the superintendent or deputy superintendent who will investigate the complaint and advise the employee of any action taken which has been deemed necessary and appropriate under the circumstances. If further action is required the Union may request a labor management committee meeting regarding such matter.

Section 13.8 Tuition Reimbursement:

The County encourages employees to continue their education and acquire new skills through a program sponsored in conjunction with the City Colleges of Chicago and the Suburban Community Colleges. Employees making application for specific courses shall follow the Cook County Tuition Reimbursement Policy.

Section 13.9 Personnel Files:

Upon written request to the Personnel Office, an employee may inspect his/her personnel file and payroll records 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.

Section 13.10 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the rate 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 County policy. Whenever the IRS raises its rates above the County rate, the higher rate shall be submitted to the County Board within a reasonable period of time but not later than thirty (30) days prior to the start of the next fiscal year.

Section 13.11 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this section shall require the employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 13.12 Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional \$50.00 per month.

Section 13.13 Uniform Allowance:

Security Officers, Transportation, Food Service Workers, Custodial Workers and Cooks, shall either be supplied uniforms, equipment and/or clothing or receive payment for the purpose of purchasing uniforms in the amount of two hundred fifty dollars (\$250.00) annually, to be paid during the month of March each year. If the Employer changes the uniforms for the counselors, the Employer will provide each counselor with five (5) new uniform shirts. The shirts may be short sleeve or long sleeve or any combination thereof.

Section 13.14 Meeting Rooms:

The County agrees to make a meeting room available for Union Stewards upon notification by the Union representatives, provided a meeting room is available.

Section 13.15 Indemnification:

The County shall indemnify and hold its employees harmless against all claims demands, suits, or other forms of liability that may arise out of or by reason of any action taken by its employees acting within the scope of their duties and the employee shall cooperate fully with the County during any process in defense of any claims.

Section 13.16 Personnel Records:

Any employee disputing or clarifying their payroll records shall have access to their records through the personnel department during the regular business hours pursuant to the Illinois Personal Records Act.

Section 13.17 D.R.I.V.E. Authorization and Deduction:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

**ARTICLE XIV
Discipline**

Section 14.1 General:

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. Prior to any disciplinary proceedings or hearings, the Employer shall investigate any misconduct to determine if disciplinary action is appropriate.

Section 14.2 Employee Rights Investigative Interview:

If the Employer decides to conduct an investigatory interview of an employee, the employee shall be entitled to the presence of a Union representative at the interview if: (a) the employee requests a representative; and (b) there exists reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

Section 14.3 Pre-Disciplinary Meeting:

There shall be an agreed upon date and time for a pre-disciplinary meeting for suspensions and discharges. The Employer shall notify the Union and the employee of the date, time and place of a pre-disciplinary meeting and the reason for same. The notice shall contain an explanation of the Employer's evidence and it shall identify any witnesses whose testimony

will be relied upon. The pre-disciplinary meeting shall be conducted within thirty days after the Employer gives written notice of the charges. No pre-disciplinary hearing shall be held without the reasonable opportunity for a Teamster Union representative to be present. Upon request, the employee and Union shall be given all evidence obtained by the Employer whether said evidence is in support of the accuser or employee. During the pre-disciplinary meeting, the employee and/or union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The Employer will render a decision within a reasonable time after the conclusion of the pre-disciplinary meeting.

Section 14.4 Form of Discipline:

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will be progressive in nature that will include the following steps:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct. There shall be no other sanctions taken against employees other than those contained herein.

Section 14.5 Training:

The Employer will train supervisors in the fair and consistent administration of this policy.

**ARTICLE XV
EMPLOYEES AT 2323 SOUTH ROCKWELL**

Section 15.1 Additional Responsibilities:

Employees shall not be responsible for or be required to supervise any outside personnel, citizen or any other person(s) and no outside personnel, citizen or any other person(s) shall perform the duties assigned to custodial (including detention inmates).

Section 15.2 Locker Room:

The County shall provide a private area not accessible to outside personnel or the public for employees to utilize their lockers and/or clothing change.

Section 15.3 Overtime:

All available overtime shall be offered on a seniority rotation basis to the employees normally assigned to the shift in which the overtime exists. If the overtime remains open, all remaining employees, by seniority, shall be offered the overtime.

**ARTICLE XVI
EMPLOYEES AT 1100 SOUTH HAMILTON**

Section 16.1 Staffing:

Juvenile Detention Counselors -

During the hours of 6:00 a.m. to 10:00 p.m., the units shall be staffed with no less than two (2) Juvenile Detention Counselors assigned to each Unit of assignment. During the hours of 10:00 p.m. to 6:00 a.m., units not sleeping overflow residents shall be staffed by one (1) Juvenile Detention Counselor, units sleeping overflow residents shall be staffed with no less than two (2) Juvenile Detention Counselors.

Section 16.2 Transportation Unit:

Assignments to the Transportation Unit shall be awarded through the bidding process based on seniority provided the employee possesses a valid CDL. All necessary accommodations required shall be paid by the County (Gas, Hotel, Etc.). Assignments that are expected to extend beyond the normal eight (8) hour day will generally be filled by volunteer(s) first.

Section 16.3 Grievances:

All grievances shall be submitted to the Department of Human Resources within the required time limits for distribution to the proper authority at each step in the grievance procedure. The Human Resources Department shall distribute the grievance to the proper authority who shall comply with the grievance procedure and submit the response back to the Department of Human Resources which shall continue to make distributions to the proper authority listed on the grievance.

Section 16.4 Identification:

The Employer will design and issue an Identification with the County Seal and Badge number to all Cook County Juvenile Counselors. This identification shall be issued by 01/01/04 unless otherwise agreed by the parties to a written extension.

**ARTICLE XVII
DURATION**

Section 17.1 Term:

This Agreement shall become effective on December 1, 2004 and shall remain in effect through November 30, 2008 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.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 17.2 Notice:

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

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 500
Chicago, IL 60602
2. 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:

Teamster Local Union 714
6815 W. Roosevelt Road
Berwyn, Illinois 60602

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

APPENDIX A

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
2016	X03	Barber (Cosmetologist)*
2124	X04	Cook II
2422	X05	Custodial Worker II
2423	X06	Custodial Worker III
2131	X07	Food Service Worker I
2142	X08	Housekeeper II
2161	X07	Laundry Worker II
1624	CA-II	Recreational Worker II
1592	CA-II	Juvenile Detention Counselor II
1593	CA-III	Juvenile Detention Counselor III
1003	10	Telephone Operator III
2442	11	Security Officer/JTDC
2460	11	Security Officer II
2461	13	Security Officer III

* Title change to Cosmetologist effective 6/1/07

Effective December 1, 2004

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC</u>
2016	BARBER	X03	Hourly	14.944	15.165	
			Bi-Weekly	1,195.52	1,213.20	
			Annual	31,083	31,543	
2124	COOK II	X04	Hourly	16.342	16.586	
			Bi-Weekly	1,307.36	1,326.88	
			Annual	33,991	34,498	
2422	CUSTODIAL WRKR. II	X05	Hourly	14.699	14.916	15.285
			Bi-Weekly	1,175.92	1,193.28	1,222.80
			Annual	30,573	31,025	31,792
2423	CUSTODIAL WRKR. III	X06	Hourly	16.779	17.030	17.451
			Bi-Weekly	1,342.32	1,362.40	1,396.08
			Annual	34,900	35,422	36,298
2131	FOOD SRVC. WORKER I	X07	Hourly	12.325	12.508	12.818
			Bi-Weekly	986.00	1,000.64	1,025.44
			Annual	25,636	26,016	26,661
2161	LAUNDRY WORKER II	X07	Hourly	12.325	12.508	12.818
			Bi-Weekly	986.00	1,000.64	1,025.44
			Annual	25,636	26,016	26,661
2142	HOUSEKEEPER II	X08	Hourly	16.491	16.737	
			Bi-Weekly	1,319.28	1,338.96	
			Annual	34,301	34,812	

Effective December 1, 2005

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SRVC</u>
2016	BARBER	X03	Hourly	15.093	15.317	
			Bi-Weekly	1,207.44	1,225.36	
			Annual	31,393	31,859	
2124	COOK II	X04	Hourly	16.505	16.752	
			Bi-Weekly	1,320.40	1,340.16	
			Annual	34,330	34,844	
2422	CUSTODIAL WRKR. II	X05	Hourly	14.846	15.065	15.438
			Bi-Weekly	1,187.68	1,205.20	1,235.04
			Annual	30,879	31,335	32,111
2423	CUSTODIAL WRKR. III	X06	Hourly	16.947	17.200	17.626
			Bi-Weekly	1,355.76	1,376.00	1,410.08
			Annual	35,249	35,776	36,662
2131	FOOD SRVC. WORKER I	X07	Hourly	12.448	12.633	12.946
			Bi-Weekly	995.84	1,010.64	1,035.68
			Annual	25,891	26,276	26,927
2161	LAUNDRY WORKER II	X07	Hourly	12.448	12.633	12.946
			Bi-Weekly	995.84	1,010.64	1,035.68
			Annual	25,891	26,276	26,927
2142	HOUSEKEEPER II	X08	Hourly	16.656	16.904	
			Bi-Weekly	1,332.48	1,352.32	
			Annual	34,644	35,160	

Effective June 1, 2006

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC</u>
2016	BARBER	X03	Hourly	15.395	15.623	
			Bi-Weekly	1,231.60	1,249.84	
			Annual	32,021	32,495	
2124	COOK II	X04	Hourly	16.835	17.087	
			Bi-Weekly	1,346.80	1,366.96	
			Annual	35,016	35,540	
2422	CUSTODIAL WRKR. II	X05	Hourly	15.143	15.366	15.747
			Bi-Weekly	1,211.44	1,229.28	1,259.76
			Annual	31,497	31,961	32,753
2423	CUSTODIAL WRKR. III	X06	Hourly	17.286	17.544	17.979
			Bi-Weekly	1,382.88	1,403.52	1,438.32
			Annual	35,954	36,491	37,396
2131	FOOD SRVC. WORKER I	X07	Hourly	12.697	12.886	13.205
			Bi-Weekly	1,015.76	1,030.88	1,056.40
			Annual	26,409	26,802	27,466
2161	LAUNDRY WORKER II	X07	Hourly	12.697	12.886	13.205
			Bi-Weekly	1,015.76	1,030.88	1,056.40
			Annual	26,409	26,802	27,466
2142	HOUSEKEEPER II	X08	Hourly	16.989	17.242	
			Bi-Weekly	1,359.12	1,379.36	
			Annual	35,337	35,863	

Effective December 1, 2006

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SRVC</u>
2016	BARBER	X03	Hourly	15.626	15.857	
			Bi-Weekly	1,250.08	1,268.56	
			Annual	32,502	32,982	
2124	COOK II	X04	Hourly	17.088	17.343	
			Bi-Weekly	1,367.04	1,387.44	
			Annual	35,543	36,073	
2422	CUSTODIAL WRKR. II	X05	Hourly	15.370	15.596	15.983
			Bi-Weekly	1,229.60	1,247.68	1,278.64
			Annual	31,969	32,439	33,244
2423	CUSTODIAL WRKR. III	X06	Hourly	17.545	17.807	18.249
			Bi-Weekly	1,403.60	1,424.56	1,459.92
			Annual	36,493	37,038	37,957
2131	FOOD SRVC. WORKER I	X07	Hourly	12.887	13.079	13.403
			Bi-Weekly	1,030.96	1,046.32	1,072.24
			Annual	26,804	27,204	27,878
2161	LAUNDRY WORKER II	X07	Hourly	12.887	13.079	13.403
			Bi-Weekly	1,030.96	1,046.32	1,072.24
			Annual	26,804	27,204	27,878
2142	HOUSEKEEPER II	X08	Hourly	17.244	17.501	
			Bi-Weekly	1,379.52	1,400.08	
			Annual	35,867	36,402	

Effective June 1, 2007

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SRVC</u>
4614	COSMETOLOGIST	X03	Hourly	16.017	16.253	16.659
			Bi-Weekly	1,281.36	1,300.24	1,332.72
			Annual	33,315	33,806	34,650
2124	COOK II	X04	Hourly	17.515	17.777	18.221
			Bi-Weekly	1,401.20	1,422.16	1,457.68
			Annual	36,431	36,976	37,899
2422	CUSTODIAL WRKR. II	X05	Hourly	15.754	15.986	16.383
			Bi-Weekly	1,260.32	1,278.88	1,310.64
			Annual	32,768	33,250	34,076
2423	CUSTODIAL WRKR. III	X06	Hourly	17.984	18.252	18.705
			Bi-Weekly	1,438.72	1,460.16	1,496.40
			Annual	37,406	37,964	38,906
2131	FOOD SRVC. WORKER I	X07	Hourly	13.209	13.406	13.738
			Bi-Weekly	1,056.72	1,072.48	1,099.04
			Annual	27,474	27,884	28,575
2161	LAUNDRY WORKER II	X07	Hourly	13.209	13.406	13.738
			Bi-Weekly	1,056.72	1,072.48	1,099.04
			Annual	27,474	27,884	28,575
2142	HOUSEKEEPER II	X08	Hourly	17.675	17.939	18.387
			Bi-Weekly	1,414.00	1,435.12	1,470.96
			Annual	36,764	37,313	38,244

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

JOB CODE	TITLE	GRADE		1ST STEP	AFTER 1 YR AND 5 YRS. SRVC		AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC
4614	COSMETOLOGIST	X03	Hourly	16.337		16.578	16.992
			Bi-Weekly	1,306.96		1,326.24	1,359.36
			Annual	33,980		34,482	35,343
2124	COOK II	X04	Hourly	17.865		18.133	18.585
			Bi-Weekly	1,429.20		1,450.64	1,486.80
			Annual	37,159		37,716	38,656
2422	CUSTODIAL WRKR. II	X05	Hourly	16.069		16.306	16.711
			Bi-Weekly	1,285.52		1,304.48	1,336.88
			Annual	33,423		33,916	34,758
2423	CUSTODIAL WRKR. III	X06	Hourly	18.344		18.617	19.079
			Bi-Weekly	1,467.52		1,489.36	1,526.32
			Annual	38,155		38,723	39,684
2131	FOOD SRVC. WORKER I	X07	Hourly	13.473		13.674	14.013
			Bi-Weekly	1,077.84		1,093.92	1,121.04
			Annual	28,023		28,441	29,147
2161	LAUNDRY WORKER II	X07	Hourly	13.473		13.674	14.013
			Bi-Weekly	1,077.84		1,093.92	1,121.04
			Annual	28,023		28,441	29,147
2142	HOUSEKEEPER II	X08	Hourly	18.029		18.298	18.755
			Bi-Weekly	1,442.32		1,463.84	1,500.40
			Annual	37,500		38,059	39,010

Effective June 1, 2008

SCHEDULE XVIII

BUREAU OF HUMAN RESOURCES

<u>JOB CODE</u>	<u>TITLE</u>	<u>GRADE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS. SRVC</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC</u>
4614	COSMETOLOGIST	X03	Hourly	16.786	17.034	17.459
			Bi-Weekly	1,342.88	1,362.72	1,396.72
			Annual	34,914	35,430	36,314
2124	COOK II	X04	Hourly	18.356	18.632	19.096
			Bi-Weekly	1,468.48	1,490.56	1,527.68
			Annual	38,180	38,754	39,719
2422	CUSTODIAL WRKR. II	X05	Hourly	16.511	16.754	17.171
			Bi-Weekly	1,320.88	1,340.32	1,373.68
			Annual	34,342	34,848	35,715
2423	CUSTODIAL WRKR. III	X06	Hourly	18.848	19.129	19.604
			Bi-Weekly	1,507.84	1,530.32	1,568.32
			Annual	39,203	39,788	40,776
2131	FOOD SRVC. WORKER I	X07	Hourly	13.844	14.050	14.398
			Bi-Weekly	1,107.52	1,124.00	1,151.84
			Annual	28,795	29,224	29,947
2161	LAUNDRY WORKER II	X07	Hourly	13.844	14.050	14.398
			Bi-Weekly	1,107.52	1,124.00	1,151.84
			Annual	28,795	29,224	29,947
2142	HOUSEKEEPER II	X08	Hourly	18.525	18.801	19.271
			Bi-Weekly	1,482.00	1,504.08	1,541.68
			Annual	38,532	39,106	40,083

Effective December 1, 2004

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
CA2									
Hourly	17,271	18,105	18,969	19,907	20,822	21,650	22,512	23,410	24,341
Bi-Weekly	1,381.68	1,448.40	1,517.52	1,592.56	1,665.76	1,732.00	1,800.96	1,872.80	1,947.28
Annual	35,923	37,658	39,455	41,406	43,309	45,032	46,824	48,692	50,629
CA3									
Hourly	18,969	19,907	20,822	21,837	22,861	23,771	24,717	25,702	26,726
Bi-Weekly	1,517.52	1,592.56	1,665.76	1,746.96	1,828.88	1,901.68	1,977.36	2,056.16	2,138.08
Annual	39,455	41,406	43,309	45,420	47,550	49,443	51,411	53,460	55,590
CA4									
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
CA2									
Hourly	17,444	18,286	19,159	20,106	21,030	21,867	22,737	23,644	24,584
Bi-Weekly	1,395.52	1,462.88	1,532.72	1,608.48	1,682.40	1,749.36	1,818.96	1,891.52	1,966.72
Annual	36,283	38,034	39,850	41,820	43,742	45,483	47,292	49,179	51,134
CA3									
Hourly	19,159	20,106	21,030	22,055	23,090	24,009	24,964	25,959	26,993
Bi-Weekly	1,532.72	1,608.48	1,682.40	1,764.40	1,847.20	1,920.72	1,997.12	2,076.72	2,159.44
Annual	39,850	41,820	43,742	45,874	48,027	49,938	51,925	53,994	56,145
CA4									
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
CA2									
Hourly	17,793	18,652	19,542	20,508	21,451	22,304	23,192	24,117	25,076
Bi-Weekly	1,423.44	1,492.16	1,563.36	1,640.64	1,716.08	1,784.32	1,855.36	1,929.36	2,006.08
Annual	37,009	38,796	40,647	42,656	44,618	46,392	48,239	50,163	52,158
CA3									
Hourly	19,542	20,508	21,451	22,496	23,552	24,489	25,463	26,478	27,533
Bi-Weekly	1,563.36	1,640.64	1,716.08	1,799.68	1,884.16	1,959.12	2,037.04	2,118.24	2,202.64
Annual	40,647	42,656	44,618	46,791	48,988	50,937	52,963	55,074	57,268
CA4									
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
CA2									
Hourly	18,060	18,932	19,835	20,816	21,773	22,639	23,540	24,479	25,452
Bi-Weekly	1,444.80	1,514.56	1,586.80	1,665.28	1,741.84	1,811.12	1,883.20	1,958.32	2,036.16
Annual	37,564	39,378	41,256	43,297	45,287	47,089	48,963	50,916	52,940
CA3									
Hourly	19,835	20,816	21,773	22,833	23,905	24,856	25,845	26,875	27,946
Bi-Weekly	1,586.80	1,665.28	1,741.84	1,826.64	1,912.40	1,988.48	2,067.60	2,150.00	2,235.68
Annual	41,256	43,297	45,287	47,492	49,722	51,700	53,757	55,900	58,127
CA4									
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

Effective June 1, 2007

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

GRADE	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	
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP						
CA2											
Hourly	18,512	19,405	20,331	21,336	22,317	23,205	24,187	25,152	26,152		
Bi-Weekly	1,480.96	1,552.40	1,626.48	1,706.88	1,785.36	1,856.40	1,934.96	2,012.16	2,092.16		
Annual	38,504	40,362	42,288	44,378	46,419	48,266	50,308	52,316	54,396		
CA3											
Hourly	20,331	21,336	22,317	23,404	24,503	25,477	26,556	27,614	28,715		
Bi-Weekly	1,626.48	1,706.88	1,785.36	1,872.32	1,960.24	2,038.16	2,124.48	2,209.12	2,297.20		
Annual	42,288	44,378	46,419	48,680	50,966	52,992	55,236	57,437	59,727		
CA4											
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065		
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20		
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455		

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

GRADE	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	
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE	AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE
CA2											
Hourly	18,882	19,793	20,738	21,763	22,763	23,669	24,671	25,655	26,675	27,671	28,675
Bi-Weekly	1,510.56	1,583.44	1,659.04	1,741.04	1,821.04	1,893.52	1,973.68	2,052.40	2,134.00	2,213.40	2,293.40
Annual	39,274	41,169	43,135	45,267	47,347	49,231	51,315	53,362	55,484	57,515	59,640
CA3											
Hourly	20,738	21,763	22,763	23,872	24,993	25,987	27,087	28,166	29,289	30,389	31,489
Bi-Weekly	1,659.04	1,741.04	1,821.04	1,909.76	1,999.44	2,078.96	2,166.96	2,253.28	2,343.12	2,431.12	2,518.12
Annual	43,135	45,267	47,347	49,653	51,985	54,052	56,340	58,585	60,921	63,265	65,609
CA4											
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065	30,165	31,265
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20	2,413.40	2,501.40
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455	62,765	65,078

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

Effective June 1, 2008

SCHEDULE V

BUREAU OF HUMAN RESOURCES

JUVENILE DETENTION COUNSELORS

GRADE	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	
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP						
CA2											
Hourly	19,401	20,337	21,308	22,361	23,389	24,320	25,349	26,361	27,409		
Bi-Weekly	1,552.08	1,626.96	1,704.64	1,788.88	1,871.12	1,945.60	2,027.92	2,108.88	2,192.72		
Annual	40,354	42,300	44,320	46,510	48,649	50,585	52,725	54,830	57,010		
CA3											
Hourly	21,308	22,361	23,389	24,528	25,680	26,702	27,832	28,941	30,094		
Bi-Weekly	1,704.64	1,788.88	1,871.12	1,962.24	2,054.40	2,136.16	2,226.56	2,315.28	2,407.52		
Annual	44,320	46,510	48,649	51,018	53,414	55,540	57,890	60,197	62,595		
CA4											
Hourly	20,616	21,621	22,635	23,717	24,861	25,850	26,881	27,953	29,065		
Bi-Weekly	1,649.28	1,729.68	1,810.80	1,897.36	1,988.88	2,068.00	2,150.48	2,236.24	2,325.20		
Annual	42,881	44,971	47,080	49,331	51,710	53,768	55,912	58,142	60,455		

Rates are in effect for Teamsters Local 714 Member's Only for Grades CA2 and CA3

Effective December 1, 2004

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

<u>GD</u>		1ST <u>STEP</u>	2ND <u>STEP</u>	3RD <u>STEP</u>	4TH <u>STEP</u>	5TH <u>STEP</u>	AFTER 2 YEARS AT <u>5TH STEP</u>	AFTER 1			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 <u>YRS SERV</u>
								YR AT 1ST LONGEVITY RATE & 10 <u>YRS SERV</u>	YR AT 2ND LONGEVITY RATE & 15 <u>YRS SERV</u>	YR AT 3RD LONGEVITY RATE & 20 <u>YRS SERV</u>	
9	Hourly	11,554	12,079	12,665	13,278	13,889	14,551	14,965	15,116	15,561	15,561
	Bi-Weekly	924.32	966.32	1,013.20	1,062.24	1,111.12	1,164.08	1,197.20	1,209.28	1,244.88	1,244.88
	Annual	24,032	25,124	26,343	27,618	28,889	30,266	31,127	31,441	32,366	32,366
10	Hourly	12,377	12,954	13,561	14,220	14,904	15,601	15,897	16,066	16,542	16,542
	Bi-Weekly	990.16	1,036.32	1,084.88	1,137.60	1,192.32	1,248.08	1,271.76	1,285.28	1,323.36	1,323.36
	Annual	25,744	26,944	28,206	29,577	31,000	32,450	33,065	33,417	34,407	34,407
11	Hourly	13,278	13,889	14,551	15,231	15,983	16,794	17,130	17,288	17,819	17,819
	Bi-Weekly	1,062.24	1,111.12	1,164.08	1,218.48	1,278.64	1,343.52	1,370.40	1,383.04	1,425.52	1,425.52
	Annual	27,618	28,889	30,266	31,680	33,244	34,931	35,630	35,959	37,063	37,063
13	Hourly	15,231	15,983	16,794	17,604	18,402	19,323	19,708	19,897	20,499	20,499
	Bi-Weekly	1,218.48	1,278.64	1,343.52	1,408.32	1,472.16	1,545.84	1,576.64	1,591.76	1,639.92	1,639.92
	Annual	31,680	33,244	34,931	36,616	38,276	40,191	40,992	41,385	42,637	42,637

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective December 1, 2005

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

<u>GD</u>		AFTER 2					AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
9	Hourly	11,670	12,200	12,792	13,411	14,028	14,697	15,115	15,267	15,717		
	Bi-Weekly	933.60	976.00	1,023.36	1,072.88	1,122.24	1,175.76	1,209.20	1,221.36	1,257.36		
	Annual	24,273	25,376	26,607	27,894	29,178	30,569	31,439	31,755	32,691		
10	Hourly	12,501	13,084	13,697	14,362	15,053	15,757	16,056	16,227	16,707		
	Bi-Weekly	1,000.08	1,046.72	1,095.76	1,148.96	1,204.24	1,260.56	1,284.48	1,298.16	1,336.56		
	Annual	26,002	27,214	28,489	29,872	31,310	32,774	33,396	33,752	34,750		
11	Hourly	13,411	14,028	14,697	15,383	16,143	16,962	17,301	17,461	17,997		
	Bi-Weekly	1,072.88	1,122.24	1,175.76	1,230.64	1,291.44	1,356.96	1,384.08	1,396.88	1,439.76		
	Annual	27,894	29,178	30,569	31,996	33,577	35,280	35,986	36,318	37,433		
13	Hourly	15,383	16,143	16,962	17,780	18,586	19,516	19,905	20,096	20,704		
	Bi-Weekly	1,230.64	1,291.44	1,356.96	1,422.40	1,486.88	1,561.28	1,592.40	1,607.68	1,656.32		
	Annual	31,996	33,577	35,280	36,982	38,658	40,593	41,402	41,799	43,064		

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective June 1, 2006

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

<u>GD</u>		AFTER 2					AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
9	Hourly	11,903	12,444	13,048	13,679	14,309	14,991	15,417	15,572	16,031		
	Bi-Weekly	952.24	995.52	1,043.84	1,094.32	1,144.72	1,199.28	1,233.36	1,245.76	1,282.48		
	Annual	24,758	25,883	27,139	28,452	29,762	31,181	32,067	32,389	33,344		
10	Hourly	12,751	13,346	13,971	14,649	15,354	16,072	16,377	16,552	17,041		
	Bi-Weekly	1,020.08	1,067.68	1,117.68	1,171.92	1,228.32	1,285.76	1,310.16	1,324.16	1,363.28		
	Annual	26,522	27,759	29,059	30,469	31,936	33,429	34,064	34,428	35,445		
11	Hourly	13,679	14,309	14,991	15,691	16,466	17,301	17,647	17,810	18,357		
	Bi-Weekly	1,094.32	1,144.72	1,199.28	1,255.28	1,317.28	1,384.08	1,411.76	1,424.80	1,468.56		
	Annual	28,452	29,762	31,181	32,637	34,249	35,986	36,705	37,044	38,182		
13	Hourly	15,691	16,466	17,301	18,136	18,958	19,906	20,303	20,498	21,118		
	Bi-Weekly	1,255.28	1,317.28	1,384.08	1,450.88	1,516.64	1,592.48	1,624.24	1,639.84	1,689.44		
	Annual	32,637	34,249	35,986	37,722	39,432	41,404	42,230	42,635	43,925		

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective December 1, 2006

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

<u>GD</u>		AFTER 2					AFTER 1			AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
9	Hourly	12,082	12,631	13,244	13,884	14,524	15,216	15,648	15,806	15,806	16,271	16,271			
	Bi-Weekly	966.56	1,010.48	1,059.52	1,110.72	1,161.92	1,217.28	1,251.84	1,264.48	1,264.48	1,301.68	1,301.68			
	Annual	25,130	26,272	27,547	28,878	30,209	31,649	32,547	32,876	32,876	33,843	33,843			
10	Hourly	12,942	13,546	14,181	14,869	15,584	16,313	16,623	16,800	16,800	17,297	17,297			
	Bi-Weekly	1,035.36	1,083.68	1,134.48	1,189.52	1,246.72	1,305.04	1,329.84	1,344.00	1,344.00	1,383.76	1,383.76			
	Annual	26,919	28,175	29,496	30,927	32,414	33,931	34,575	34,944	34,944	35,977	35,977			
11	Hourly	13,884	14,524	15,216	15,926	16,713	17,561	17,912	18,077	18,077	18,632	18,632			
	Bi-Weekly	1,110.72	1,161.92	1,217.28	1,274.08	1,337.04	1,404.88	1,432.96	1,446.16	1,446.16	1,490.56	1,490.56			
	Annual	28,878	30,209	31,649	33,126	34,763	36,526	37,256	37,600	37,600	38,754	38,754			
13	Hourly	15,926	16,713	17,561	18,408	19,242	20,205	20,608	20,805	20,805	21,435	21,435			
	Bi-Weekly	1,274.08	1,337.04	1,404.88	1,472.64	1,539.36	1,616.40	1,648.64	1,664.40	1,664.40	1,714.80	1,714.80			
	Annual	33,126	34,763	36,526	38,288	40,023	42,026	42,864	43,274	43,274	44,584	44,584			

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective June 1, 2007

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

**AFTER 1
YR AT 3RD
LONGEVITY
RATE & 20
YRS SERVC**

**AFTER 1
YR AT 2ND
LONGEVITY
RATE & 15
YRS SERVC**

**AFTER 1
YR AT 1ST
LONGEVITY
RATE & 10
YRS SERVC**

**AFTER 2
YEARS AT
5TH STEP**

**5TH
STEP**

**4TH
STEP**

**3RD
STEP**

**2ND
STEP**

**1ST
STEP**

GD

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
9									
Hourly	12,384	12,947	13,575	14,231	14,887	15,596	16,039	16,201	16,678
Bi-Weekly	990.72	1,035.76	1,086.00	1,138.48	1,190.96	1,247.68	1,283.12	1,296.08	1,334.24
Annual	25,758	26,929	28,236	29,600	30,964	32,439	33,361	33,698	34,690
10									
Hourly	13,266	13,885	14,536	15,241	15,974	16,721	17,039	17,220	17,729
Bi-Weekly	1,061.28	1,110.80	1,162.88	1,219.28	1,277.92	1,337.68	1,363.12	1,377.60	1,418.32
Annual	27,593	28,880	30,234	31,701	33,225	34,779	35,441	35,817	36,876
11									
Hourly	14,231	14,887	15,596	16,324	17,131	18,000	18,360	18,529	19,098
Bi-Weekly	1,138.48	1,190.96	1,247.68	1,305.92	1,370.48	1,440.00	1,468.80	1,482.32	1,527.84
Annual	29,600	30,964	32,439	33,953	35,632	37,440	38,188	38,540	39,723
13									
Hourly	16,324	17,131	18,000	18,868	19,723	20,710	21,123	21,325	21,971
Bi-Weekly	1,305.92	1,370.48	1,440.00	1,509.44	1,577.84	1,656.80	1,689.84	1,706.00	1,757.68
Annual	33,953	35,632	37,440	39,245	41,023	43,076	43,935	44,356	45,699

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective December 1, 2007

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

<u>GD</u>		<u>AFTER 1</u>					<u>AFTER 2</u>					<u>AFTER 1</u>			<u>AFTER 1</u>										
		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>YEARS AT</u>	<u>5TH STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>YR AT 1ST</u>	<u>LONGEVITY</u>	<u>RATE & 10</u>	<u>YRS SERVC</u>	<u>YR AT 2ND</u>	<u>LONGEVITY</u>	<u>RATE & 15</u>	<u>YRS SERVC</u>	<u>YR AT 3RD</u>	<u>LONGEVITY</u>	<u>RATE & 20</u>	<u>YRS SERVC</u>	
9	Hourly	12,632	13,206	13,847	14,516	15,185	15,908					16,360				16,525					17,012				
	Bi-Weekly	1,010.56	1,056.48	1,107.76	1,161.28	1,214.80	1,272.64					1,308.80				1,322.00					1,360.96				
	Annual	26,274	27,468	28,801	30,193	31,584	33,088					34,028				34,372					35,384				
10	Hourly	13,531	14,163	14,827	15,546	16,293	17,055					17,380				17,564					18,084				
	Bi-Weekly	1,082.48	1,133.04	1,186.16	1,243.68	1,303.44	1,364.40					1,390.40				1,405.12					1,446.72				
	Annual	28,144	29,459	30,840	32,335	33,889	35,474					36,150				36,533					37,614				
11	Hourly	14,516	15,185	15,908	16,650	17,474	18,360					18,727				18,900					19,480				
	Bi-Weekly	1,161.28	1,214.80	1,272.64	1,332.00	1,397.92	1,468.80					1,498.16				1,512.00					1,558.40				
	Annual	30,193	31,584	33,088	34,632	36,345	38,188					38,952				39,312					40,518				
13	Hourly	16,650	17,474	18,360	19,245	20,117	21,124					21,545				21,752					22,410				
	Bi-Weekly	1,332.00	1,397.92	1,468.80	1,539.60	1,609.36	1,689.92					1,723.60				1,740.16					1,792.80				
	Annual	34,632	36,345	38,188	40,029	41,843	43,937					44,813				45,244					46,612				

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

Effective June 1, 2008

**SCHEDULE I-TEAMSTERS 714
BUREAU OF HUMAN RESOURCES**

GD		AFTER 2					AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC			
9	Hourly	12,979	13,569	14,228	14,915	15,603	16,345	16,810	16,979	17,480		
	Bi-Weekly	1,038.32	1,085.52	1,138.24	1,193.20	1,248.24	1,307.60	1,344.80	1,358.32	1,398.40		
	Annual	26,996	28,223	29,594	31,023	32,454	33,997	34,964	35,316	36,358		
10	Hourly	13,903	14,552	15,235	15,974	16,741	17,524	17,858	18,047	18,581		
	Bi-Weekly	1,112.24	1,164.16	1,218.80	1,277.92	1,339.28	1,401.92	1,428.64	1,443.76	1,486.48		
	Annual	28,918	30,268	31,688	33,225	34,821	36,449	37,144	37,537	38,648		
11	Hourly	14,915	15,603	16,345	17,108	17,955	18,865	19,242	19,420	20,016		
	Bi-Weekly	1,193.20	1,248.24	1,307.60	1,368.64	1,436.40	1,509.20	1,539.36	1,553.60	1,601.28		
	Annual	31,023	32,454	33,997	35,584	37,346	39,239	40,023	40,393	41,633		
13	Hourly	17,108	17,955	18,865	19,774	20,670	21,705	22,137	22,350	23,026		
	Bi-Weekly	1,368.64	1,436.40	1,509.20	1,581.92	1,653.60	1,736.40	1,770.96	1,788.00	1,842.08		
	Annual	35,584	37,346	39,239	41,129	42,993	45,146	46,044	46,488	47,894		

RATES IN EFFECT FOR TEAMSTERS LOCAL 714 MEMBERS ONLY: PHONE OPERATORS, SECURITY OFFICER II AND SECURITY OFFICER III.

APPENDIX B

GRIEVANCE PROCEDURE

I. GENERAL STATEMENT:

THIS POLICY SHALL APPLY TO ALL EMPLOYEES UNDER THE JURISDICTION OF THE PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS. FOR EMPLOYEES COVERED BY COLLECTIVE BARGAINING AGREEMENTS, THIS POLICY SHALL APPLY AS MODIFIED BY THOSE AGREEMENTS.

EMPLOYEES COVERED BY CIVIL SERVICE LAW & RULES MAY USE THIS PROCEDURE, HOWEVER, IN ELECTING TO DO SO THEY MAY WAIVE THEIR RIGHT TO USE CIVIL SERVICE PROCEDURES FOR THE SAME GRIEVANCE. (THIS DOES NOT APPLY TO CIVIL SERVICE DISMISSALS.)

THIS POLICY SHALL APPLY TO ALL EMPLOYEES WITHOUT DISCRIMINATION AS TO AGE, SEX, MARITAL STATUS, RACE, CREED, COLOR, NATIONAL ORIGIN, DISABILITY, POLITICAL AFFILIATION OR ACTIVITY.

ALL EMPLOYEES SHALL HAVE A RIGHT TO FILE A GRIEVANCE AND SHALL BE ASSURED FREEDOM FROM COERCION, RESTRAINT, OR REPRISAL.

THE TERM "EMPLOYEE" AS USED THROUGHOUT THIS PROCEDURE SHALL ALSO BE UNDERSTOOD TO INCLUDE ANY RECOGNIZED EMPLOYEE REPRESENTATIVE OR A RECOGNIZED ORGANIZATION.

II. PURPOSE:

To specify the method by which employees may present grievances and seek redress.

III. DEFINITION:

A grievance is a difference between an employee and the County with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action, or the terms in Agreements between the County and recognized employee organizations.

IV. POLICY:

- A. The County is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.
- B. An employee is encouraged first to discuss the grievance with the immediate supervisor.
- C. If the employee feels the grievance has not been satisfactorily adjusted as result of this discussion, the employee may advance review in accordance with the procedure set forth elsewhere.
- D. Grievances of a general nature or affecting more than one (1) employee be presented by recognized employee representatives or organizations at Step 2.

V. TIME LIMITS:

- A. Grievances must be presented by the employee within thirty (30) calendar days from occurrence of cause for the grievance or thirty (30) calendar days from the date cause should have been known to the employee, whichever occurs later, except that for errors in pay, the period shall be six (6) months.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

VI. PROCEDURE:

- A. STEP ONE: The employee advances the grievance as follows:
 - 1. The employee obtains a Grievance Form from the Hospital Personnel Office, or from the Department Head for other Offices under the President of the Board of Commissioners.
 - 2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form and –
 - a. Has the grievance recorded at the Hospital Personnel Office, or with the Department Head for other Offices under the President.
 - b. Presents the grievance to the immediate supervisor.

In all cases it will be the responsibility of the Hospital Personnel Office, or County Department Head to maintain a log of the grievances and assign a grievance or file number.

3. Within the five (5) calendar days after receipt, the immediate supervisor shall meet with the employee to discuss the grievance.
4. Within five (5) calendar days after the meeting, the immediate supervisor 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.

B. STEP TWO: The employee advances the grievance as follows:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2 and signs the form. The employee presents the grievance to the Hospital Director/designee or to his or her Department Head for other Offices under the President of the Board of Commissioners.
2. Within the five (5) calendar days after receipt, the Hospital Director/designee or the Department Head for other Offices under the President, shall meet with the employee to discuss the grievance.
3. Within the ten (10) calendar days after the meeting specified in (2) above, Hospital Director/designee, or Department Head for other Offices under the President, writes the final answer on the Grievance Form and transmits the answer to the employee.

C. STEP THREE: The employee advances the grievance as follows:

1. Within ten (10) calendar days after receipt of the Step 2 answer, the employee writes a letter to the Director of Human Resources of the County of Cook, stating that the answer given at Step 2 is unsatisfactory, including specific reasons as to why this answer is unsatisfactory and requesting a review hearing at Step 3.

2. The Director of Human Resources shall then select a Hearing Officer to hear the grievance. The Hearing Officer will set a date for the appeal hearing within thirty (30) days, and submit a written decision to the employee. The decision of the Hearing Officer is final.
3. Any appeals of the Hearing Officer's decision shall be by common law Writ of Certiorari to the Circuit Court of Cook County.

VII. EXCEPTIONS:

- A. For grievances not related to the employee's department, the grievance should be filed with the Hospital Personnel Office, or with the Department Head, for other Offices under the jurisdiction of the President of the Board of Cook County Commissioners, who will answer it, or will forward it as appropriate.
- B. Employees are entitled to a Representative of their own choosing at any of the steps provided herein, except as follows:
 1. An employee may not be represented by his/her immediate supervisor, Division, or Department Head.
 2. An employee may not be represented by any member of the Hospital Personnel Office Staff.

VIII. MISCELLANEOUS PROVISIONS:

- A. In any case where an employee has been charged with an offense which involves criminal proceedings which are pending before the grand jury or in court at the time the grievance is filed with the Director of Human Resources for hearing, the person so charged may request that the Director of Human Resources' hearing be continued until such time as the criminal proceedings are terminated and such request shall be granted; provided such person shall execute a waiver of all rights to pay during the period of adjournment, and provided further that he may terminate his request for continuance and waiver upon ten days notice in writing to the Director of Human Resources. Said ten day period begins upon receipt of the termination request by the Director of Human Resources.
- B. At any time prior to the announcement of findings and decision, with the express consent of the employee and the approval of the Hospital Director or designee or County Department Head or designee in the case of other offices who filed the charges, the Hearing Officer may accept the employee's resignation in lieu of discharge or suspension.

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	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	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
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 deductible per admission	In Network / Out of Network 90% / 60% * after \$100 deductible per admission
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *
Facility Charges	100%	100%	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits 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	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	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	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum*
Lifetime Maximum		\$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.

APPENDIX D

DRUG AND ALCOHOL ABUSE POLICY & TESTING PROCEDURES

I. INTRODUCTION

Abuse of controlled substances is universally recognized as a pervasive health, safety and economic problem. Because all the employees of the Cook County Juvenile Temporary Detention Center (herein the JTDC) are working in a safety-sensitive environment, drug abuse could endanger the lives of the employee, the juveniles in custodial care, other employees, and the public.

Hence, the JTDC maintains a strict Drug Abuse Policy and full compliance with this policy is a condition of continued employment. The terms of this Drug Abuse Policy (except for Section II, B, 3. Random) also apply to all other members of Teamsters Local Union No. 714. In addition, employees are required to comply fully with the Cook County Drug Free Workplace Act Policy and the rules of conduct set forth in the Cook County Disciplinary Action Policy and Procedures.

The Failure or refusal of an employee to submit to drug testing or to follow any of the rules of the Drug Testing Policy will be treated as a refusal to test and will subject the employee to disciplinary action, up to and including discharge.

II. DRUG AND ALCOHOL TESTING CATEGORIES

A. All current and new employees in the bargaining unit are drug tested under the following circumstances:

(1) Reasonable suspicion; (2) Return-to-work/Follow-up, (3) Random (JTDC only) (4) Post - Accident

B. All employees designated by the County to drive a County vehicle, during working hours, that does not require a special licence are Drug tested, additionally, under the circumstance:

(4) Post - Accident

C. All employees (JTDC Counselors) assigned to the Transportation Unit, are also Drug and Alcohol tested under the circumstance:

(4) Post - Accident

All the designated drivers must possess a valid Commercial Driver Licence (CDL) and must submit to the Drug and Alcohol testing federally mandated policy from the Department of Transportation (DOT) (See Alcohol Testing Policy).

In all circumstances, a confirmed positive test result presumptively indicates that the employee is under the influence of drugs and is unfit for duty.

A. DRUGS TESTED

Cook County adheres to federal guidelines regarding permissible levels of drug or drug metabolites and tests employees for the following five prohibited drugs:

THC (MARIJUANA) METABOLITES*
COCAINE METABOLITES**
OPIATE METABOLITES*
AMPHETAMINES/METHAMPHETAMINES
PHENCYCLIDINE (PCP)

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzolecgonine

B. TESTING REQUIREMENTS

1. REASONABLE SUSPICION

An "on-duty" employee will be required to submit to a drug test if reasonable suspicion exists, indicating that the employee may be under the influence of drugs and if the action, appearance or conduct of the employee are indicative of the use of abuse of controlled substance.

"On Duty" means the time when an employee begins work until the time when the employee is relieved from all the responsibilities for performing work.

Reasonable suspicion testing must be initiated by the direct observation of one or more supervisory personnel trained by the Bureau of Human Resources Employee Assistance Program (EAP) in the detection of probable drug use such as:

- a. Direct observation of on-duty drug use or possession, and/or unusual physical or erratic behavioral symptoms of being under the influence of a mind-altering substance while on duty.

- b. **The County having reliable knowledge through a law enforcement agency, of an employee's arrest or conviction for a recent drug related offence. All instances of reasonable suspicion must be thoroughly documented by trained supervisory personnel, and sent to the Human Resources Medical Unit for review and approval prior to testing.**

2. RETURN TO WORK/FOLLOW-UP

An employee will be required to submit to a drug test upon return from any leave of absence of more than thirty (30) days and/or after returning from a successful stay in a rehabilitation program. Refusal or non-cooperation with the protocol, will subject the employee to disciplinary action up to and including discharge.

3. RANDOM (JTDC only)

This method of testing occurs on two different bases.

Random Selection: All JTDC employees are subject to random testing. The Bureau of Human Resources conducts random drug testing annually of at least 50% of the average number of employee positions. The tests are unannounced and are spread reasonably throughout the year. Every employee has an equal chance of being selected for testing. A computer program will generate random lists of employees to be tested.

The Medical Unit will provide a copy of the list to the superintendent of the center or his/her Designated Employee Representative (DER). The selected employees will be notified by their supervisors that they must immediately report to the Medical Unit in order to be tested. Employees shall be given sufficient travel time to and from the testing site and must report directly from the center to the Medical Unit. The Center will make arrangements for transportation whenever possible. If an employee fails to report for testing after notification, or if the employee refuses to submit or cooperate with, the testing process, he or she will be considered in violation of the protocol and subject to disciplinary action herein.

Testing will be conducted during "on duty" hours; however, if employees must be tested a time other than during their scheduled work hours, they will be compensated for the time spent.

Post-Rehabilitation: If an employee is required by the Bureau of Human Resources or the Employee Assistance Program (E.A.P.) To enter a drug

rehabilitation program, as outlined elsewhere in this policy, he or she will be subject to unannounced random testing up to four times during the one year period after successful completion of the rehabilitation program.

Prior to being cleared to return to work, the employee will have to be released by the rehabilitation program, their E.A.P. counselor and will have to have successfully passed the drug test and the medical examination given by the Medical Unit.

If the employee has verified positive drug test or refuses to submit to or cooperate with a drug test at any time during that year, he/she will be considered in violation of the policy and will be subject to disciplinary action, up to and including discharge.

4. POST ACCIDENT

Drivers for the County must submit to a drug test and Breathalyzer (alcohol) test within two (2) hours if he/she is involved in a work-related motor accident if:

- (1) The employee's conduct was a significant factor in the accident: or
- (2) the accident results in personal injuries requiring outside medical attention or in greater than minimal damage to property.

Such testing will be required without regard to whether the County has any reasonable suspicion to believe the employee was using drugs or alcohol while driving or that drug or alcohol usage may have been a factor.

The driver is responsible for reporting such an accident to his or her supervisor and making arrangements with the supervisor for the submission of a urine specimen and breathalyzer testing immediately after the accident, as mandated by the Department of Transportation (DOT) (see addendum in back of policy). An employee who is seriously injured and cannot provide a specimen at the time of the accident must provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether or not there were controlled substances or alcohol in his/her system.

The failure or refusal of an employee to fulfill these responsibilities will subject him/her to disciplinary action, up to and including discharge.

Only CDL License Drivers are subject to the Federal Highway Administration's (FHWA) requirements and the United States Department of Transportation's (DOT) rulings.

III. TESTING PROCEDURES

A. THE COLLECTION

The specimen collection is conducted by certified personnel of the Cook County Bureau of Human Resources Medical Division and of the same sex as the donor. Urine drug testing custody and control forms will be used to document the specimen collection and will remain at all times with the specimen. The disclosure of any prescription medication(s) on the custody and control form will require that the employee furnishes his/her prescription within five (5) working days to the Medical Division, if asked to do so, if the prescription has been judged to possibly be a factor in the result of the drug test.

Failure to provide the prescription within the five (5) day period after notification will result in the confirmation of a positive test result and subject the employee to disciplinary actions up to and including discharge.

Specific procedures followed during collection of the specimen include:

1. Positive identification of the donor (Must have photo ID).
2. Removal by the donor of his/her outer garments, and emptying of pockets.
3. Washing of the donor's hands prior to collection of the specimen.
4. Securing of the water sources in the collection site enclosure by the collector.
5. Adding of bluing agent to toilet bowl and/or tank.
6. The collector will remain outside the stall but inside the washroom to monitor collection.
7. The donor may flush the toilet only after releasing the specimen to the collector.
8. The specimen container must contain at least 45 ml. of urine/60 ml. of urine for a CDL collection to be divided into two containers to be used for a split specimen.
9. The container(s) will be sealed with a tape initialed and dated by the donor in the presence of both donor and collector, and then taken to a secured laboratory by the collector.

The collector will inspect the specimen for temperature, volume, color, pH concentration factor and any signs of contamination.

The employee is insured of individual privacy when providing a urine specimen for drug testing except in the following situations:

- a. **If the employee presents a specimen that is outside the acceptable human temperature range (90-100 degrees F/32-38 degree C) or if the specimen has a pH concentration factor that is outside the normal range; or**
- b. **If the collector observes conduct clearly and unequivocally indicating an attempt at tampering such as dilution, adulteration or substitution of the specimen; or**
- c. **If the employee's last provided specimen was determined to be diluted; or**
- d. **If the employee has previously had a positive test result.**

If the direct observation is required as a result of one of these specific circumstances, the collector will be the same gender as the employee.

If the donor cannot provide a sufficient volume of urine (45ml), he/she will remain at the collection site and be provided with a controlled amount of fluid to drink (8" to 12"). The employee will be given a three (3) hours period in which to provide an acceptable specimen. Failure to provide a specimen during that time period will be considered a refusal to take the test and will subject the employee to disciplinary actions up to and including discharge.

If the donor refuses to cooperate with the collection process, the collector will notify the Cook County Bureau of Human Resources' Director of Drug Testing/or DER and note the non-cooperation on the employee's urine custody and control forms. Non-cooperation with the collection process, failure to adequately complete the process, falsification on a custody control form(s), or any attempt to adulterate or substitute a specimen, shall be cause for disciplinary actions up to and including discharge.

In case of dilution, the donor will be recalled in order to leave a new specimen under direct observation. If the second specimen is found to be diluted, the donor shall be subject to disciplinary action up to and including discharge.

A positive drug test result or refusal to cooperate with the testing process will be cause for disciplinary action up to and including discharge.

B. LABORATORY PROCEDURES

In all testing categories, an initial drug screening using DAU/EMIT (Enzyme Multiplied Immunoassay Technique) methodology and validity testing to determine if the specimen has been tampered with are performed by trained laboratory personnel of the Cook County Bureau of Human Resources Medical

Division. If the specimen tests positive, the specimen is taken by messenger with the chain of custody form to a laboratory certified by the U.S. Department of Health and Human Services (D.H.H.S.) for confirmatory testing by Gas Chromatography/Mass Spectrography (GC/MS) methodology.

C. LABORATORY ANALYSIS

The following are the basic laboratory analysis procedures:

- 1. Use of a chain of custody procedure to track and preserve the integrity of the specimen through the laboratory processes.**
- 2. Once accepted and registered by the laboratory, the specimen will remain in secure storage. Aliquots (small amounts) of the specimen will be used for conducting tests.**
- 3. Screening of the specimen using an immunoassay analysis, and a validity testing to check its integrity will be performed. Cut-off levels for each drug tested will be established by calibrations and controls to determine if the specimen contains drug metabolites, or has been tampered with. If the amount of metabolites is below the cut-off level and the validity tests are within normal human range, the specimen will be reported as negative.**
- 4. A specimen that is positive in the initial screening for any /all drugs and/or has abnormal validity testing values, will be sent to a DHH certified laboratory for confirmatory testing by GC/MS methodology, for both: the presence of drug metabolites and for the validity testing. If the amount of metabolites is equal or above the cut-off level, the specimen will be confirmed as positive; if it is below the cut-off level, it is reported as negative. If the validity tests are out of accepted human range, the specimen will be reported as diluted, adulterated or substituted. Both the Cook County and the confirmatory laboratory will retain all records relating to the specimen. The confirmatory laboratory will provide secure storage of a positive specimen for at least one year.**

D. REPORTING OF URINALYSIS RESULT

All results will be reported to the Cook County Human Resources Medical Division. The Medical Review Officer (MRO) from the confirmatory lab, a licensed physician who has knowledge of substance disorders, will send a certified copy of the laboratory results to the Human Resources Director of Employee Drug Testing or the DER.

A review and verification of positive results by the Medical Department MRO and DER are required before the final results are reported. The Medical Unit will

contact the appropriate supervisor and inform him/her if and when an employee must report to the Medical Unit. An employee who test result is positive will be provided with an opportunity to discuss the test results with the Medical Division Director/or DER within five days of being informed.

If the employee can provide a legitimate medical explanation for the positive result, the test result will be reported as negative. Under such limited circumstances, no information that the test was reported positive by the laboratory is provided to the employer.

If the employee does not have a legitimate medical explanation or refuses to discuss the test result, the test result will be confirmed and reported as positive.

An employee may request, within 72 hours of being informed of the positive result, through the Bureau of Human Resources, a re-analysis (retest) of his or her original specimen, not of another specimen subsequently collected. Any retesting will be at the employee's expense and must be performed by a laboratory certified by the U.S. Department of Health and Human Services. The Cook County Bureau of Human Resources will handle the transfer of the specimen. If the result of the specimen fails to reconfirm the initial result, the test will be canceled. Under all circumstances a reconfirmed positive test result will be considered a violation of this policy.

If the employee does not contact the Medical Department, within five days after being requested to do so, the Medical Department will verify the positive test result. At the time of the testing, the employee will be asked to sign a release of information form allowing the Medical Unit to report the drug testing result.

E. PROTECTION OF EMPLOYEE RECORDS

Both the Cook County Bureau of Human Resources Medical Division and the confirmatory laboratory will maintain strict confidentiality of the test records in their possession. Access to those records will only be permitted in the event of a lawsuit, grievances or proceeding initiated by or on behalf of the employee and arising from a positive drug test. Moreover, access under such circumstances, will be permitted only to the following: (1) the tested individual, (2) the County, (3) the decision maker in the lawsuit, grievance, or other proceeding, or (4) any individual to whom the employee has asked for release of the controlled substance test results through a specific, written authorization (e.g., Union Representative). Nothing contained herein will prevent Cook County from releasing information regarding its testing program to agencies of the Federal, State or local government as required by law.

IV. CONSEQUENCES OF A REPORTED POSITIVE TEST RESULT

If the Cook County Bureau of Human Resources Medical Unit has verified a positive test result, the employee will be considered medically unqualified to work.

In instances where the drug test is the employee's first positive result, he/she will be placed on a thirty day medical leave of absence and he/she will be granted a one-time opportunity to successfully complete a drug rehabilitation program, as provided under Cook County's medical insurance plan(s). Any cost of rehabilitation over and above that paid by the County's insurance plan(s), must be borne by the employee.

Through the Medical Department, the employee will be referred to the Employee Assistance Program where, in consultation with the employee, a counselor will help the employee to enroll in an appropriate rehabilitation program and will monitor his/her progress in that program.

During the employee's period of rehabilitation treatment, he/she will be placed on a 30 - day medical leave as governed by the collective bargaining agreement. No further disciplinary action will be taken if the employee successfully completes such a program and cooperates fully with all the steps of the County Policy outlined previously.

Upon completion of the program and the thirty (30) day leave of absence, the employee will be able to return to work. His/her return must be authorized by the program's attending physician, the Employee Assistance Program and the Bureau of Human Resources Medical Division. The employee's return to work will be dependent on passing the drug and/or alcohol test (CDL driver) given by the Cook County Medical Division. If the employee successfully passes the drug/alcohol test he/she will be subject to follow-up testing no less than four times in a year following his/her return to work. The timing of the follow-ups will be at the discretion of the Medical Division. If the employee subsequently has a verified positive drug test result, refuses to submit a drug test or cooperate with the process, the employee will be subject to disciplinary action up to and including discharge.

A second positive drug test result is a major cause infraction under the Cook County Disciplinary Action Policy and Procedure and shall be cause for disciplinary action up to and including discharge.

V. VOLUNTARY REHABILITATION PRIOR TO TESTING

To encourage employees with substance abuse problems to enroll voluntarily in a drug rehabilitation program, Cook County will permit an employee to enroll in such a program on a one-time basis. To be considered voluntary, the employee's request for treatment must be made through the E.A.P., their Union's E.A.P. or a legitimate program prior to a request by a Cook County representative.

The employee must successfully complete the program and fully cooperate with the treatment center.

Any leave of absence required for the program will be treated as sick leave and will be governed by Cook County's Medical insurance plan(s) and the collective bargaining agreement. Any cost of rehabilitation, over and above that paid by Cook County medical insurance plan(s), must be borne by the employee.

The employee's return to work must be authorized by the program's attending physician. The employee also will be required to submit to a drug test as part of his/her return-to-work physical examination. Employees who voluntarily enter a drug rehabilitation program are not subject to post-rehabilitation random testing and will not be subject to disciplinary action.

ADDENDUM

POST ACCIDENT/DRUG TESTING POLICY IN THE FIELD

Every driver covered by this policy who is involved in an accident while on duty must submit to a drug and alcohol test.

I. TESTING PROCEDURES

Immediately after an accident the driver, if physically able, shall contact his/her supervisor who will notify Acosta (TPA) Medical Testing for post accident drug and alcohol testing.

The drug/alcohol technician will be sent to the scene of the accident and will administer the tests in accordance with the Cook County Policy. The technician will provide the driver with as much privacy as possible under the circumstances.

II. CONSEQUENCES

- A. If the result of the screening onsite tests are negative, the driver will be returned to regular duty while the negative drug result is being confirmed.**
- B. If the result of the screening onsite tests are doubtful or positive, the driver will be removed from duty until confirmation of the drug/alcohol tests. All CDL licensed drivers will be disciplined in accordance with the Department of Transportation's policy (see drug/alcohol policy). The Supervisor will have to arrange for the retrieval of the County Vehicle.**

III. CONFIDENTIALITY

Both the Cook County Medical Division and Acosta (TPA) Medical Testing maintain strict confidentiality of the test results and test records in their possession.

**ACOSTA MEDICAL TESTING CORPORATION
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HAMMOND, INDIANA 46324**

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