

COLLECTIVE BARGAINING AGREEMENT

Between

**METROPOLITAN ALLIANCE OF POLICE
CHAPTER 261**

**Representing
Telecommunications/Vehicle Service/Electronic Monitoring**

And

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

December 1, 2008 through November 30, 2012

Effective

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and The Metropolitan Alliance of Police, Chapter 261 (hereinafter referred to as the "Union").

ARTICLE I **Recognition**

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

The term "Department" when used in this Agreement shall be understood as referring to the Communications Department of the Sheriff's Police Department; Vehicle Service Department of the Department of Administrative and Support Services; Electronic Monitoring Department of the Department of Community Supervision and Intervention (DCSI).

Section 1.2 Union Membership:

The Employer 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 he/she timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3 Dues Check-off:

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

Section 1.4 "Fair Share":

1. The County shall grant "Fair Share" to the 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 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 judgment 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 bonafide 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 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 Agreement. 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 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by 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 Employer 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 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited 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. However, it is expressly understood and agreed that no outside agency shall perform Sheriff Telecommunication work.

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 Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than three (3) representatives to a Labor-Management committee for this purpose.

Section 2.5 Labor Management Meetings on Career Development:

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 seeks here to establish these goals through labor management meetings.

Toward this end, the Employer and the Union agree to establish a Labor/Management Committee. This committee shall review all training programs, their implementation and application to bargaining unit Sheriff employees.

The Labor Management Committee shall evaluate, discuss and recommend reclassifications and upgrades to the Sheriff. These recommendations shall be reviewed by the Sheriff, and if possible, any changes will be requested in the following fiscal year budget. The Labor Management Committee may also make recommendations to the Sheriff and the County concerning courses and in-service training to enhance career opportunities for employees in the bargaining Unit. When meetings are scheduled, a specific management representative will be assigned to attend the meetings.

Section 2.6 Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, in which the agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

**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 determining employee work schedules and as a basis for calculating overtime pay.

Section 3.2 Regular Work Periods:

A. Telecommunications: Telecommunicators shall work four (4) consecutive days and off the next two (2) consecutive days.

Watch hours for Telecommunicators are as follows:

- 10:30 p.m. - 6:30 a.m. -- 1st Watch
- 6:30 a.m. - 2:30 p.m. -- 2nd Watch
- 2:30 p.m. - 10:30 p.m. -- 3rd Watch
- 7:30 p.m. - 3:30 a.m. -- Power Watch
- 11:30 a.m. - 7:30 p.m. -- Power Watch

Work schedules for all covered employees shall be posted at least thirty (30) days prior to the effective date of said schedule.

- B. Electronic Monitoring Technicians: 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.

Watch hours for Electronic Monitoring Technicians are as follows:

24:00 - 08:00 -- 1st Watch
08:00 - 16:00 -- 2nd Watch
16:00 - 24:00 -- 3rd Watch

Electronic Monitoring Technicians shall work six (6) consecutive days and off the next two (2) consecutive days.

- C. Vehicle Service: 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 or as modified by the agreement of the parties. Vehicle Service workers at 23rd and Rockwell shall be allowed to choose shift assignments according to their length of seniority within the Vehicle Service Department. Where there are three (3) shifts, Vehicle Service workers shall be allowed to choose shift assignments according to their length of seniority within the Vehicle Service Department.

Vehicle service employees currently employed assigned to 23rd and Rockwell who were hired before December 1, 2001 shall not be required to work weekends unless they voluntarily choose to do so.

- D. Employees shall be paid every two weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

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. An Employee shall be paid one and one-half times the average of the employee's regular hourly rate (including any differential) for all hours worked in excess of eight (8) in any regular work day, or over forty (40) in any regular work week. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime.
- C. The Employee may request and the Employer may, in lieu of overtime pay, grant compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. All denials of a request shall be accompanied by an explanation.

Effective fiscal year 1998 (December 1, 1997) at the employee's option, overtime will be made in the form of compensatory time off or pay so long as there is sufficient money in the overtime budget.

- D. An Employee may "bank" up to 240 hours (6 weeks) of compensatory time. All overtime hours worked above this limit must be compensated for in accordance with subsection B of this section.
- E. An Employee terminating employment with the County shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act (FLSA).
- F. The Employer shall allow employees to take accrued compensatory time off within a reasonable period after making the request when such time off does not unduly disrupt the operation of the office.

In an emergency situation, an employee shall be able to take accrued compensatory time off without coming into work to stamp a time card. This access to compensatory time off shall not be denied in a capricious, arbitrary or discriminatory manner.

Compensatory time off may be used in time blocks of one (1) hour or more at a time mutually agreed to between the employee and his/her supervisor.

- G. Payment for overtime work shall generally be in the next pay period following the pay period in which the overtime was worked. However, when the overtime account runs short and the Sheriff must go the County Board for transfer approval of additional funds to cover worked overtime, the Sheriff will notify the Union of the current state of the overtime and will report when the Board is to approve the additional overtime.

Section 3.4 Overtime Work Distribution (Telecommunications):

- A. Definition of emergency shall be whenever there are three (3) people on the floor. If there are four (4) people on the floor but less than the minimum staffing level of five (5) or six (6) (depending on watch) then telecommunicators will get 1.5 hours compensatory time or pay.
- B. Overtime distribution shall occur in the following manner:
 - 1. An overtime list shall be posted for each watch and each shift. Employees who desire to be called for available overtime on those watches and shifts shall place their name on the overtime sheets. Telecommunicators should put their names on all the lists corresponding to the watch and shift for which they desire to work.
 - 2. On the first posting of overtime opportunities, management shall reorder the list by radio room seniority according to the seniority for each watch and shift. Overtime opportunities shall be first offered to the person on the top of the list. After the person is offered the overtime, the list will note date of overtime worked and the name will go to the bottom of the list. If the person refuses the overtime, their decline of the overtime opportunity will be noted and their name will go to the bottom of the list. If the person is not reached, their name will stay at the top until they work overtime or they refuse overtime.

3. Any and all T/C's added to the list after the first of the year shall be added to the bottom of the overtime list. Overtime opportunities shall be first offered to the person at the top of the list and if that person is not reached in five minutes the next person on the list will be contacted and so on until the overtime is filled. When a T/C takes the overtime or refuses the overtime, they will be moved to the bottom of the overtime seniority list the next person on the list shall be the first person offered the next overtime assignment and so on. When attempting to fill a shift, the practice of finding a person to take all eight (8) hours or finding two people to take four hour blocks will continue to be the accepted practice.

Should all employees on the list refuse, then the least senior employee must stay. However, this employee will not be compelled to work more than four (4) hours overtime per shift until overtime calls are made to the next watch by seniority to obtain another individual to fill in.

4. The overtime list shall be maintained and posted. An employee who wants to add their name to the overtime opportunity list shall give written memoranda to the watch commander when they wish to begin working overtime. The employee's name shall then be added to the bottom of the overtime opportunity list.

If an employee accepts overtime, they will be considered in an on-duty status for the period of that overtime. Failure to report for duty at the committed time or cancellation within twenty-four (24) hours prior to the overtime will result in removal from the call out list in the manner set forth below:

1st offense in a twelve (12) month period:

Removal from the overtime list for the following calendar month (1st through 1st of the month).

2nd or any subsequent offenses in a twelve (12) month period:

Removal from the overtime list for three (3) following calendar months (1st through 1st of the months).

Section 3.5 Overtime Work Distribution (EMT):

Overtime distribution shall occur in the following manner:

- A. To ensure continuity of Monitoring Operations overtime will be offered to on-duty E.M.U. Technicians on a no-rotating seniority basis.
- B. Should all on duty technicians refuse the overtime opportunity, then the technician with the least amount of seniority must remain on duty to cover the vacancy. E.M.U. Technicians from the oncoming watch will then be contacted and offered the overtime opportunity in the same manner as A. above. Upon arrival of a Technician from the oncoming watch the Technician ordered to work overtime will be relieved.

Section 3.6 Lunch Breaks:

A. Telecommunications: When a watch commander approves employees' time cards because of shortages on the shift, those employees shall receive 1.5 hours overtime in lieu of lunch. Management shall not over-ride the decision of the watch commander by later denying the overtime after the employees have already given up their lunch.

When an employee must work at least five (5) hours of the shift to earn a ½ hour lunch and six (6) hours of the shift to earn an hour's lunch.

B. Electronic Monitoring Technicians: When a watch commander approves a technician to work during his or her lunch period that technician shall be compensated 1.5 hours in lieu of lunch. An employee must work at least five (5) hours of the shift to earn a ½ hour lunch and six (6) hours of the shift to earn an hour lunch.

Section 3.7 Flextime:

Any employee in the bargaining unit may make arrangements with the Sheriff/Designee for a schedule that provides for early or late arrival or departure with the permission of the Watch Commander. Flextime shall not be granted or denied in a discriminatory or arbitrary manner.

Union Stewards can attend labor-management meetings, Union meetings (one (1) person once a month with adequate advance notice) and grievance hearings on County time.

Section 3.8 Acting Watch Commander:

Any bargaining unit employee who is qualified and required to perform the duties of a watch commander shall be compensated an additional ½ hour if they perform as a watch commander for four (4) or less hours and additional one (1) hour if they perform as a watch commander for more than four (4) hours. This does not apply to civilian supervisors.

Section 3.9 Breaks for Holdovers:

If a regular bargaining unit member works an additional four (4) hours past their regular eight hour schedule, that individual shall receive an additional thirty (30) minute lunch/break included within those four (4) hours. If a bargaining unit member works an additional eight (8) hours past their regular eight (8) hour schedule, that individual shall receive an additional one-hour (1) paid lunch/break included within those eight (8) hours.

**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 one hundred eighty (180) calendar days (three hundred and sixty-five (365) for Telecommunications). 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. During the course of the probationary period the employee is eligible for assignment to any watch hours. A probationary employee is not eligible for shift bids during 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:

- A. Except for benefit accrual (weeks of vacation earned and pension) the application of seniority is by length of time in the Communications Department of the Sheriff's Police Department.
- B. Except for benefit accrual (weeks of vacation earned and pension) the application of seniority in the Vehicle Services Department is by length of time in the Vehicle Services Department.
- C. Except for benefit accrual (weeks of vacation earned and pension) the application of seniority in the Electronic Monitoring Department is by length of time in the EM Department, after an individual has been in the department for six (6) months.

Section 4.3 Promotion, Transfers:

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

Section 4.4 Reduction in Work Force, Layoff and Recall:

A layoff is defined as the termination of employee's employment with a right of recall for a period of twelve (12) months following the effective date of the layoff for an employee with fewer than twelve (12) months of seniority. Employees with twelve (12) or more months of seniority, recall rights will be for a period of twenty-four months following the effective date of the layoff. Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a department, the employees to be laid off in that classification shall be removed from it in inverse order of department seniority. Employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classification held by them at the time of the reduction in force.

Section 4.5 Promotion and Shift Assignment:

Telecommunicators shall be allowed to choose shift assignment according to their length of seniority within the Communications Department. There shall be a rebidding for shift assignments annually in November of each year. Vacations shall be bid in December. The shift assignment shall go into effect in January.

Vehicle Service workers shall be allowed to choose shift assignment according to their length of seniority within the Vehicle Services Department.

In cases of promotion and transfer for Electronic Monitoring Technicians, employees shall have first preference in order of their seniority in the Electronic Monitoring Department, provided that the employee has the ability and qualification to perform the required work.

Training

The position of Training Coordinator is understood to be within the bargaining unit. As a member of the bargaining unit, the Training Coordinator may be required to perform any or all bargaining unit work.

Section 4.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Sheriff 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.

Section 4.7 Vacations:

Within the Telecommunications Department vacations shall be bid by watch and seniority within that watch in December of each year.

Within the Electronic Monitoring Department vacations shall be bid by watch and seniority within that watch in January of each year.

Section 4.8 Termination of Seniority:

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

- Resignation or retirement;
- Discharge for Just Cause, including but not limited to the following:
 1. 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 Employer for not furnishing such notification;
 2. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
 3. 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;

4. 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 Department Personnel Office;
5. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.

Section 4.9 Transfer of Stewards:

Employees acting as Union stewards 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 in advance of any such transfers.

Section 4.10 Seniority List:

On December 1 and June 1 of each year the Employer 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 Sheriff shall post a similar list without employee addresses on bulletin boards designated for employee notices. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer in writing 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 for that period of time. The Employer will furnish the Union monthly reports of any changes to such list.

At least quarterly, the County on behalf of the Union covered by this Agreement, shall notify the Union 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. The Union shall, upon request, receive such information on computer tapes, where available.

Section 4.11 Job Posting:

When job openings or vacancies occur within the bargaining unit in a particular department, or when new positions are created, the Sheriff will post a notice on all bulletin boards where notices to employees are normally posted. These postings will be for a period of ten (10) working days.

Interviews for the positions shall be held within a reasonable time of the last day of posting. The positions shall be filled within sixty (60) days of the last interview.

Employees within the department where the vacancy occurs will be given preferential consideration for promotion to a higher paying position in accordance with Section 3. Employees in equal or lower paying grades in other departments or divisions who apply for the vacancy will be given preferential consideration in accordance with Section 3 before new employees are hired.

Employees who are awarded the new position shall move to their new position as soon as possible thereafter.

Section 4.12 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 Sheriff 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. Any employee so returned shall be assigned to any open or vacant shift until the next scheduled annual bid.

**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 with the first full pay period, on or after 1/01/11 2.25%
Effective with the first full pay period, on or after 6/01/12 3.75%

Section 5.2 New, Changed or Misclassifications: Job Audit/Classification Review:

- A. During the term of this Agreement, the Employer 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 Employer 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 Employer 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 Sheriff that this reclassification be included in the forthcoming departmental budget request. The Employer 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 complete 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 Changes:

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 has 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 one hundred seventy-four (174).

Section 5.5 Job Descriptions:

Job descriptions for each position in the bargaining unit shall be maintained in the Employer's offices and shall be given to each current employee upon request and to each new employee when they assume the position. Where possible and available the Employer shall supplement such job description with existing internal job descriptions.

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 except radio dispatchers.

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

Electronic Monitoring and Vehicle Maintenance It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees shall be granted twelve (12) holidays, or equivalent paid days off 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. Employees whose regularly scheduled weekday falls on either a Saturday or Sunday shall be eligible for holiday pay should the actual holiday fall on the weekend. Should the above occur, the employee shall not be eligible for holiday on the County recognized holiday.

- 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. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay.
- D. When an EMT works one of the twelve (12) County recognized holidays, the employee will be compensated at the rate of time and one half plus eight hours compensatory time.

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 at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Holidays in Vacations:

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

ARTICLE VII
Vacations

Section 7.1 Vacation Leave:

A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section I, Paragraph E, 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. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

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

D. 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.

E. 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 Sanitary 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.

F. 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.

G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

- H. Any Cook County employee who is a re-deployed 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.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the one hundred thirty (130) Extra and Overtime Account will not receive any fringe benefits.

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 (2) 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. Telecommunications vacation scheduling is defined in Article IV, Section 7.

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance:

- 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.

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 five (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 employments 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. 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 in the case of Vehicle Services or four (4) consecutive days in the case of Electronic Monitoring Technicians and Communications, or more for any health reason shall submit to their department head a doctor's certificate as proof of illness. Such employees also may be required to undergo examination by the Employer's physician before returning to work. This practice will not be used in a capricious and discriminatory manner.

For health related absences of less than five (5) consecutive days, in the case of Vehicle Services and four (4) consecutive days in the case of Electronic Monitoring Technicians and Communications, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Sheriff/Designee 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. Employees will be allowed to use accumulated time due hours in addition to vacation, sick and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.
- G. In the event a Telecommunicator is unable to report for work due to illness or injury, he/she must inform the Watch Commander on duty within two (2) hours of his/her designated starting time.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity

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

The Sheriff shall write a letter to the Pension Board requesting that the bargaining unit employees under this contract be covered under IOD or On Duty Injury time wherein the first 30 days during which an employee is away from work shall be paid by the County's time and not the Employee's.

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

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

Section 8.6 Dental 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:

Effective 12/1/99, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health care 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 health care coverage may enroll in or be reinstated to the Employer's health benefit program. The insurance opt-out payment will be eliminated for County employees who are married to other County employees or registered domestic partners and receive the opt-out payment while maintaining coverage on their County spouse's or registered domestic partner's insurance.

Section 8.11 Insurance Claims:

A dispute between an employee (and his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This section shall not be construed to diminish the provisions of Section 1A, B, C or D of this Article.

**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, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, spouse's parents and such people who have reared the employee.
- B. Any additional time needed in the event of bereavement may be granted consistent with the operating 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.
- D. To qualify for pay as provided herein, the employee may be required to provide satisfactory proof of death, relationship to deceased, proof of residence in the employee's household and attendance at the funeral.

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 employee.

Section 9.3 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 9.4 Election Day:

An employee who is a registered voter will receive two (2) hours time off without pay during his 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 9.5 Personal Days:

Employees will accrue personal days at the rate of 1.24 hours per pay period (bi-weekly). 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 this personal leave time 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 be used consecutively if approved by the supervisor. Personal days off shall be scheduled in advance to be consistent with operating necessities and convenience of the employee, subject to Department Head approval.

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

ARTICLE X

Leaves of Absence

Section 10.1 Regular Leave:

An employee not affected by the leave of absence rules of the Sheriff's Merit Board may be granted a leave of absence without pay by the Sheriff. 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 Sheriff. If approved by the Sheriff the application will then be forwarded to the Cook County Comptroller for appropriate action. 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, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 10.3 Retention of Benefits:

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

Section 10.4 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, conventions and Stewards training related to the Union, not to exceed ten (10) work days, in the aggregate, for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously affect the performance of the office.

Section 10.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws.

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 or as extended in accordance with Cook County Policy on Military Leave.

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 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer 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.

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. (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. 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. The Union will send copies of grievances appealed at Step Three to the County's Director, Department of Human Resources, his/her designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County's Bureau of Human Resources, depending on the subject of the grievance.

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 Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative. Grievances may be initiated at Step 3 by mutual agreement between the Union and the Employer.

Section 11.4 Grievance Procedure Steps:

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

Step	Submission Time Limit this step (calendar days)	To Whom submitted	Time Limits Meeting	Response
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Department Head	10 days	10 days
3	10 days	Sheriff/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 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 Employer. For errors in pay, the time period shall be six (6) months.

There shall be strict adherence to the 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 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 Chief Stewards and/or Stewards in each department or area agreed upon 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, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward will be permitted to attend labor-management meetings, contract negotiations, appeal hearings and grievance hearings during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time, and provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling.

The Employer 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. If such opportunity is not offered, the Steward will provide Union orientation on work time. Such orientation will be scheduled at a time and place mutually agreeable to the Steward, Employee and Supervisor involved.

Only one (1) Electronic Monitoring Technician will act as a steward on each watch.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general Sheriff 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 Sheriff 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 Sheriff and Union may request the Local Labor Relations Board, American Arbitration Association or 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 Sheriff 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 Sheriff and the Union. His/her decision must be based solely upon his/her 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 Appeal of Discipline: (Telecommunications Only)

The employee has the right to petition for appeal of a summary discipline action. The appeal is heard by an impartial appeal board and a final decision is rendered. Should the employee be dissatisfied with the appeal decision, they can then file a grievance. Both management and the Union consider a grievance timely filed if it is within thirty (30) days of the rendered appeal decision. This Article does not apply to oral and written reprimands, which are not grievable or appealable.

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 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 Employer 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 Employer to accomplish this end.

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the 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 Employer may not be disturbed.

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

ARTICLE XIII
Tuition and Reimbursement

Section 13.1 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 Director of Department of Human Resources of the County.

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all MAP bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000) for MAP bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than one hundred fifty dollars (\$150) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Note: This is for courses which are not required as a condition of employment by the employer. Ex. This does not cover the special 911 training which shall occur. 911 training shall be fully at the Employer's expense.

Section 13.2 Posting of Openings:

All courses and training programs presently available through the County will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.

Section 13.3 Special Training-Telecommunications:

The employer shall be responsible for providing training to all communications personnel with the advent of any new technology or job requirements during working time. An employee will be compensated for training another employee at the rate of one (1) hour of pay or compensatory time for every eight (8) hours of training.

ARTICLE XIV
Miscellaneous

Section 14.1 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 rights ordinance which will be complied with.

Section 14.2 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 Section 2 below.

B. Health and Safety Committee. The Employers and Union shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide 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.

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.

Within a reasonable period of time after the effective date of this agreement, the parties agree to meet to establish the composition and operation of the committee(s).

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 fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two fifteen (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 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. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HI, 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, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

Section 14.3 Bulletin Boards:

The Employer 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, and shall submit a copy of them to the Sheriff or his designee for approval. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 14.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.5 Sub-Contracting:

It is the policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Union at least five (5) 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 Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 14.6 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon his or her request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 14.7 Discipline:

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. A written reprimand or suspension of three days or less (as a result of a summary punishment action request from SPAR) will be disregarded and removed from an employee's personnel file after twelve months from the issuance of the discipline SPAR, provided that the employee has received no other written reprimand or suspension for a similar offense during the twelve month period. If there is another similar written reprimand or suspension during this twelve month time period, then the discipline SPAR will be removed eighteen months after the employee's last reprimand or suspension.

Complimentary documentation will be disregarded and removed from the employee's personnel file eighteen months from the subject incident and returned to the employee upon the affected employee's written request.

Section 14.8 Conduct of Disciplinary Investigation:

Whenever an employee covered by this Agreement is the subject of a disciplinary investigation by OPR or similar type agency, the interrogation will be conducted in the following manner:

- A. The interrogation of the employee shall be scheduled while the employee is on duty or between the hours of 9 a.m. to 5 p.m. at OPR Headquarters or at the employee's place of work or other appropriate location.
- B. Prior to an interrogation, the employee under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When and if a formal statement is taken, all questions directed at the employee shall be asked by and through one interrogator.
- C. No anonymous complaint made against an employee shall be made the subject of an investigation unless the allegation is of a criminal nature.
- D. Immediately prior to the interrogation of the employee under investigation, he/she shall be informed in writing of the nature of the complaint and the names of all complainants.
- E. The length of the interrogation shall be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls, and rest.
- F. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.
- G. An employee under investigation will be provided without unnecessary delay with a copy of any written statement he/she has made.
- H. If the allegation under investigation indicates a recommendation for separation is probable against the employee, the employee will be advised of their rights of representation and/or if the allegation indicates criminal prosecution is probable against the employee, the employee will be

given the constitutional rights concerning the Fourth (4th), Fifth (5th) and Fourteenth (14th) Amendments.

- I. An employee under interrogation shall have the right to be represented by a representative of the Union or to have representation by counsel of his/her choice and to have that counsel of representative present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 14.9 Bargaining Unit Work:

It is the intent of the Employer that Police Officers will not perform bargaining unit work nor shall bargaining unit members perform other bargaining unit work (such as the switchboard) except in bona fide emergencies or where circumstances are beyond the control of the employer.

Section 14.10 Uniform Allowances:

- A. Vehicle Services. All Vehicle Services employees shall receive a uniform allowance of three hundred seventy-five dollars (\$375) per year and a tool allowance of two hundred fifty dollars (\$250). This three hundred seventy-five dollars (\$375) and two hundred fifty dollars (\$250) shall be payable in the first month of every calendar year. Those employees whose primary function is not vehicle service and who are issued uniforms on a quartermaster system shall not be eligible to receive said uniform allowance.
- B. Communications. The Employer will provide Radio Room telecommunicators with uniforms and uniform allowance of three hundred fifty dollars (\$350) per year effective December 1, 1997.

Note on Switchboard:

Management will hold further discussions with the Union regarding Switchboard functions.

Section 14.11 Day Care:

A Day Care Committee composed of a mutually agreed upon equal number of Union and County representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the County. This Committee will meet at the request of the Union, within sixty (60) days after ratification of the Collective Bargaining Agreement.

Section 14.12 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the rate of 32.5 cents per mile 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.

County employees, with prior permission of their Department head may use private vehicles for County business and shall do so in accordance with the Cook County Vehicle Policy Ordinance.

Section 14.13 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 14.14 Bilingual Pay

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50) per month.

Section 14.15 Welfare to Work:

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there is ten (10) Radio Dispatchers and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Radio Dispatchers retire; the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy however does not require the Employer to fill vacancies which they desire to keep vacant.
2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the County determines to use welfare recipients and participants in welfare to work initiatives.

Section 14.16 Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to the Metropolitan Alliance of Police Credit Union or the County's Pay Saver Credit Union.

Section 14.17 Requests for Time Off (Telecommunicators):

At the Employer's option, requests for the use of accrued vacation time, compensatory time and/or personal time may be granted to Telecommunicators on less than forty-eight (48) hours notice.

Requests for the use of accrued vacation time, compensatory time and/or personal time may be submitted by the T/C in person, thirty (30) days in advance, on a time card, to the on duty watch commander. Request for time off under twenty-nine (29) days in advance may be submitted by telephone to the on duty watch commander and shall be reduced to writing as soon as practicable. The on duty watch commander, upon receipt, will approve this time off request where manpower levels exceed the minimums. Said requests will not be unreasonably denied.

Section 14.18 Drug Testing:

The Joint Employers and union agree to the provisions of the Sheriff's Civilian Drug-Free Workplace Policy, attached herein and made a part of this labor agreement, as Appendix "D". No other Policy may be substituted without discussion between the parties.

In addition to other provisions of the Sheriff's Civilian Drug-Free Workplace Policy, contained in this Agreement between the parties, the following is agreed to:

1. The parties agree that Appeals relating to a drug screening that yields a positive test result shall be immediately eligible for binding arbitration. Only the union may request arbitration under this agreement.

ARTICLE XV

Introduction of New Automated Equipment and Technology

Section 15.1 Technological Changes:

The County will notify the Union at least three (3) months in advance of any proposed technological changes in the bargaining unit, including the introduction of 911 or any additional equipment. The County shall provide the Union with sufficient information regarding the proposed changes in order to determine the potential effects on the bargaining unit.

Upon request from the Union, and before the introduction of new equipment or techniques the Employer will meet with the Union and discuss any proposed changes.

ARTICLE XVI

Duration

Section 16.1 Terms:

This Agreement shall become effective on December 1, 2008 and shall remain in effect thru November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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 day's written notice of cancellation thereafter.

Section 16.2 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 537
Chicago, IL 60602
2. Sheriff
Daley Center - Room 704
Chicago, IL 60602
3. Chief
Cook County Bureau of Human Resources
118 N. Clark Street - Room 840
Chicago, IL 60602

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

1. Metropolitan Alliance of Police
215 Remington Blvd Suite C
Bolingbrook, Illinois, 60440
2. Metropolitan Alliance of Police
Jerry Marzullo

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

Signed and entered into this 2nd day of October, 2013.

COUNTY OF COOK

By:

Toni Preckwinkle

TONI PRECKWINKLE, PRESIDENT
Cook County Board of Commissioners

By:

[Signature]

TOM DART
Cook County Sheriff

Attest:

David Orr

DAVID D. ORR
Cook County Clerk

UNION: Metropolitan Alliance of Police

BY:

Joseph Ludovico - M.A.P. PRESIDENT
[Signature] - MAP 261 CHAPTER PRESIDENT

APPENDIX A

Metropolitan Alliance of Police

(Telecommunications/Vehicle Service/Electronic Monitoring)

Job Code	Grade	Title
2834	15	Vehicle Service Man
4733	17	Radio Dispatcher/Telecommunicator
5705	18	Vehicle Service Technician II

Effective January 1, 2011

**SCHEDULE I-GENERAL
BUREAU OF HUMAN RESOURCES
UNION**

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u>		<u>AFTER 1</u>	
								<u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u>	<u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u>	<u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u>	<u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u>
9	Hourly	13,271	13,874	14,548	15,251	15,954	16,713	17,188	17,361	17,873	17,873
	Bi-Weekly	1,061.68	1,109.94	1,163.85	1,220.05	1,276.33	1,337.02	1,375.06	1,388.88	1,429.86	1,429.86
	Annual	27,604	28,859	30,260	31,721	33,184	34,763	35,752	36,111	37,176	37,176
10	Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,260	18,453	18,999	18,999
	Bi-Weekly	1,137.27	1,190.35	1,246.22	1,306.67	1,369.41	1,433.46	1,460.78	1,476.24	1,519.93	1,519.93
	Annual	29,569	30,949	32,402	33,974	35,605	37,270	37,980	38,382	39,518	39,518
11	Hourly	15,251	15,954	16,713	17,493	18,359	19,289	19,675	19,857	20,466	20,466
	Bi-Weekly	1,220.05	1,276.33	1,337.02	1,399.43	1,468.72	1,543.16	1,574.00	1,588.56	1,637.31	1,637.31
	Annual	31,721	33,184	34,763	36,385	38,187	40,122	40,924	41,302	42,570	42,570
12	Hourly	16,333	17,118	17,918	18,781	19,747	20,662	21,066	21,276	21,923	21,923
	Bi-Weekly	1,306.67	1,369.41	1,433.46	1,502.50	1,579.72	1,652.93	1,685.24	1,702.09	1,753.87	1,753.87
	Annual	33,974	35,605	37,270	39,065	41,073	42,976	43,816	44,254	45,601	45,601

	1ST	2ND	3RD	4TH	5TH	AFTER 2 YEARS AT RATE & 10	AFTER 1 YR AT 1ST LONGEVITY RATE & 10	AFTER 1 YR AT 2ND LONGEVITY RATE & 15	AFTER 1 YR AT 3RD LONGEVITY RATE & 20
13	Hourly	17,493	18,359	19,289	20,219	21,135	22,193	22,635	23,544
	Bi-Weekly	1,399.43	1,468.72	1,543.16	1,617.51	1,690.81	1,775.47	1,810.81	1,883.53
	Annual	36,385	38,187	40,122	42,055	43,961	46,162	47,081	48,972
14	Hourly	18,781	19,747	20,662	21,705	22,733	23,811	24,304	25,286
	Bi-Weekly	1,502.50	1,579.72	1,652.93	1,736.37	1,818.66	1,904.88	1,944.30	1,963.61
	Annual	39,065	41,073	42,976	45,146	47,285	49,527	50,552	51,054
15	Hourly	20,219	21,135	22,193	23,293	24,462	25,613	26,130	27,185
	Bi-Weekly	1,617.51	1,690.81	1,775.47	1,863.40	1,956.98	2,049.01	2,090.40	2,111.75
	Annual	42,055	43,961	46,162	48,449	50,882	53,274	54,350	56,545
16	Hourly	21,705	22,733	23,811	24,950	26,155	27,367	27,931	29,052
	Bi-Weekly	1,736.37	1,818.66	1,904.88	1,996.00	2,092.36	2,189.38	2,234.45	2,256.04
	Annual	45,146	47,285	49,527	51,896	54,401	56,924	58,096	60,429
17	Hourly	23,293	24,462	25,613	26,806	28,131	29,522	30,099	31,306
	Bi-Weekly	1,863.40	1,956.98	2,049.01	2,144.47	2,250.48	2,361.73	2,407.95	2,430.93
	Annual	48,449	50,882	53,274	55,756	58,513	61,405	62,607	65,116
18	Hourly	24,950	26,155	27,367	28,728	30,052	31,535	32,180	33,491
	Bi-Weekly	1,996.00	2,092.36	2,189.38	2,298.25	2,404.18	2,522.79	2,574.41	2,598.79
	Annual	51,896	54,401	56,924	59,755	62,509	65,593	66,935	69,661

	1ST	2ND	3RD	4TH	5TH	AFTER 2 YEARS AT	AFTER 1 YR AT 1ST LONGEVITY RATE & 10	AFTER 1 YR AT 2ND LONGEVITY RATE & 15	AFTER 1 YR AT 3RD LONGEVITY RATE & 20	
19	Hourly	27,367	28,728	30,052	31,535	33,026	34,609	35,135	35,478	36,552
	Bi-Weekly	2,189.38	2,298.25	2,404.18	2,522.79	2,642.06	2,768.68	2,810.81	2,838.21	2,924.19
	Annual	56,924	59,755	62,509	65,593	68,694	71,986	73,081	73,794	76,029
20	Hourly	30,052	31,535	33,026	34,609	36,243	38,013	38,571	38,944	40,119
	Bi-Weekly	2,404.18	2,522.79	2,642.06	2,768.68	2,899.40	3,041.08	3,085.66	3,115.52	3,209.50
	Annual	62,509	65,593	68,694	71,986	75,384	79,068	80,227	81,003	83,447
21	Hourly	33,026	34,609	36,243	38,013	39,816	41,753	42,372	42,794	44,093
	Bi-Weekly	2,642.06	2,768.68	2,899.40	3,041.08	3,185.29	3,340.22	3,389.79	3,423.49	3,527.46
	Annual	68,694	71,986	75,384	79,068	82,818	86,846	88,135	89,011	91,714
22	Hourly	36,243	38,013	39,816	41,753	43,693	45,799	46,471	46,933	48,339
	Bi-Weekly	2,899.40	3,041.08	3,185.29	3,340.22	3,495.48	3,663.90	3,717.65	3,754.62	3,867.10
	Annual	75,384	79,068	82,818	86,846	90,882	95,261	96,659	97,620	100,544
23	Hourly	38,013	39,816	41,753	43,693	45,799	48,077	48,789	49,276	50,765
	Bi-Weekly	3,041.08	3,185.29	3,340.22	3,495.48	3,663.90	3,846.15	3,903.09	3,942.11	4,061.21
	Annual	79,068	82,818	86,846	90,882	95,261	100,000	101,480	102,495	105,591

Effective June 1, 2012

**SCHEDULE I- GENERAL
BUREAU OF HUMAN RESOURCES
UNION**

<u>GD</u>		<u>1ST</u>		<u>2ND</u>		<u>3RD</u>		<u>4TH</u>		<u>5TH</u>		<u>AFTER 2</u>		<u>AFTER 1</u>			
		<u>STEP</u>	<u>YRS</u>	<u>YRS</u>	<u>YR AT 1ST</u>	<u>YR AT 2ND</u>	<u>YR AT 3RD</u>	<u>YR AT 1ST</u>	<u>YR AT 2ND</u>								
9	Hourly	13,769	14,078	14,762	15,474	16,188	16,958	17,440	17,616	18,136							
	Bi-Weekly	1,101.50	1,126.23	1,180.92	1,237.95	1,295.05	1,356.64	1,395.23	1,409.26	1,450.84							
	Annual	28,639	29,282	30,704	32,187	33,671	35,273	36,276	36,641	37,722							
10	Hourly	14,749	15,437	16,162	16,946	17,760	18,590	18,945	19,145	19,712							
	Bi-Weekly	1,179.91	1,234.99	1,292.96	1,355.67	1,420.77	1,487.22	1,515.56	1,531.60	1,576.92							
	Annual	30,678	32,110	33,617	35,248	36,940	38,668	39,405	39,822	41,000							
11	Hourly	15,822	16,552	17,339	18,149	19,047	20,013	20,413	20,602	21,234							
	Bi-Weekly	1,265.80	1,324.19	1,387.16	1,451.91	1,523.80	1,601.03	1,633.02	1,648.13	1,698.71							
	Annual	32,911	34,429	36,066	37,750	39,619	41,627	42,459	42,851	44,166							
12	Hourly	16,946	17,760	18,590	19,486	20,487	21,436	21,856	22,074	22,746							
	Bi-Weekly	1,355.67	1,420.77	1,487.22	1,558.85	1,638.96	1,714.92	1,748.44	1,765.92	1,819.64							
	Annual	35,248	36,940	38,668	40,530	42,613	44,588	45,459	45,914	47,311							

	1ST	2ND	3RD	4TH	5TH	AFTER 2 YEARS AT RATE & 10	AFTER 1 YR AT 1ST YR AT 2ND YR AT 3RD	AFTER 1 YR AT 2ND YR AT 15 RATE & 20	AFTER 1 YR AT 3RD YR AT 15 RATE & 20	
19	Hourly	28,393	29,805	31,179	32,717	34,264	35,906	36,453	36,808	37,923
	Bi-Weekly	2,271.48	2,384.44	2,494.34	2,617.40	2,741.14	2,872.51	2,916.22	2,944.65	3,033.84
	Annual	59,058	61,995	64,853	68,052	71,270	74,685	75,822	76,561	78,880
20	Hourly	31,179	32,717	34,264	35,906	37,602	39,439	40,017	40,404	41,623
	Bi-Weekly	2,494.34	2,617.40	2,741.14	2,872.51	3,008.13	3,155.12	3,201.37	3,232.35	3,329.86
	Annual	64,853	68,052	71,270	74,685	78,211	82,033	83,236	84,041	86,576
21	Hourly	34,264	35,906	37,602	39,439	41,309	43,318	43,961	44,398	45,747
	Bi-Weekly	2,741.14	2,872.51	3,008.13	3,155.12	3,304.74	3,465.48	3,516.91	3,551.87	3,659.74
	Annual	71,270	74,685	78,211	82,033	85,923	90,102	91,440	92,349	95,153
22	Hourly	37,602	39,439	41,309	43,318	45,332	47,516	48,213	48,693	50,151
	Bi-Weekly	3,008.13	3,155.12	3,304.74	3,465.48	3,626.56	3,801.30	3,857.06	3,895.42	4,012.11
	Annual	78,211	82,033	85,923	90,102	94,291	98,834	100,284	101,281	104,315
23	Hourly	39,439	41,309	43,318	45,332	47,516	49,880	50,618	51,124	52,669
	Bi-Weekly	3,155.12	3,304.74	3,465.48	3,626.56	3,801.30	3,990.38	4,049.45	4,089.93	4,213.50
	Annual	82,033	85,923	90,102	94,291	98,834	103,750	105,286	106,338	109,551

APPENDIX B

Metropolitan Alliance of Police (MAP)

684 W. Boughton Road, Suite 204
Bolingbrook, IL 60440

Dues Deduction Form

I, _____, hereby authorize my Employer, the _____ of _____, Illinois, to deduct from my wages for the uniform amount of monthly dues set by the Metropolitan Alliance of Police for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Metropolitan Alliance of Police as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Metropolitan Alliance of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Metropolitan Alliance of Police from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone __ (____) _____

PLEASE REMIT ALL DUES DEDUCTIONS TO:

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

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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
Individual Deductible * Family Deductible * Ind. Out of Pocket Max * Fam. Out of Pocket Max* Lifetime Maximum * Annual Basis	None None None None Unlimited		\$0 / \$200 \$0 / \$400 \$1,000 ** / \$3,000 ** \$2,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	\$125 / \$250 \$250 / \$500 \$1,500 ** / \$3,000 ** \$3,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** 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% ***	<p>*** 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.</p>

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 co-pay	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	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

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

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

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

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

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	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
Photo chromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

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

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

SCHEDULE OF BENEFITS:

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

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

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

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

DEDUCTIBLE: None

BENEFIT PERIOD MAXIMUM: Unlimited

DENTAL PPO BENEFITS – APPENDIX C

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

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

CIVILIAN DRUG-FREE WORKPLACE POLICY

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I PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 are applicable to Cook County Government as a grantee of federal funds. The Cook County Board of Commissioners has adopted a resolution that established a policy to maintain all county government workplaces as drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War on Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all civilian employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of law breakers. Because of the enormous responsibilities of the Sheriff's Office, drug use by any sheriff's personnel has a particularly devastating effect on all of law enforcement.

Drug use by civilian personnel could be nothing short of disastrous if it impacts on public safety and the ability of civilians to perform their duties. The purpose of this policy is to:

- A. Deter and eventually eliminate drug use by civilian employees.
- B. Promulgate department policy that prohibits the presence of either of the following in an employee's system:
 1. Illegal drugs and controlled substances or their metabolites.
 2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all civilian employees.
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public.
- E. Encourage civilian employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program.
- F. Provide for confidentiality of testing results.
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs.

- H. Ensure the professional credibility, unimpeachable integrity and judgment of civilian employees by providing sanctions for prohibited off-duty conduct.
- I. Promote public confidence in the safety and integrity of all civilian personnel and ensure their fitness for duty.
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use.
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program.
- L. Recognize the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society.
- M. Describe responsibilities and procedures relative to the Drug Testing Program.
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101) for civilian personnel.

II POLICY STATEMENT

The Department recognizes that the vast majority of its civilian employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all civilian employees possess the judgment, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent an otherwise pervasive societal problem from invading Sheriff's civilian personnel.

- A. This policy applies to all civilian personnel of the Sheriff's Department which includes exempt personnel. For the purposes of this policy and directive, civilian employees are defined as persons of any title who are not sworn.
- B. The terms "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
 1. Cannabis as defined in 720 Illinois Compiled Statutes 550/3 or as amended.
 2. Controlled substances as defined in 720 Illinois Compiled Statutes 570/102 or as amended.

- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by civilian employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a civilian employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 Illinois Compiled Statutes 570/102.
- F. All civilian employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy. Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article II, Section D, of this directive.
1. Refusal to submit to testing.
 2. Failure to cooperate.
 3. Tampering or attempting to tamper with urine specimens.
 4. Adulteration of a test sample.
 5. Submission of or attempt to submit a false test sample.
 6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.
- G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a civilian employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable or rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.
1. Reasonable suspicion drug testing shall be conducted when a civilian employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.

2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs.
 - b. Abnormal conduct or erratic behavior while on-duty.
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance.
 - d. Slurred speech or unsteady walking or movement.
 - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute.
 - f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.

H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a civilian employee:

1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
2. Qualifies for an extra-departmental training program of more than two weeks duration;
3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days. However if the reason for the absence is medical but other time earned is then used in the alternative the employee will be subject to testing.
4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage.

I. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III MANAGEMENT RESPONSIBILITIES

Directors and supervisors are responsible for the reasonable enforcement of this policy.

A. Supervisors shall request approval by the Department Head that a civilian employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.

- B. Any director or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the Department Head.
- D. Directors and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work. Director and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

IV EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking prescribed drugs which could foreseeable interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when his/her ability to perform job duties is impaired due to on or off duty drug use.
- B. Notify the Department of his/her arrest for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such arrest.
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

V CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence in any criminal proceeding against the employee, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.

- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
1. Required in a disciplinary action.
 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department).
 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U. S. Department of Health and Human Services Clinical Laboratory.

- B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures and personnel:
1. Initial drug screening tests utilizing the EMIT or equally reliable method.
 2. Confirmation testing utilizing the Gas Chromatography /Mass Spectrometry (GC/MS) method.
 3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage.
 4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises.
 5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites.

6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

VII. DRUG TESTING UNIT

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug program established by this policy in accordance with the Mandatory Guidelines in Article VI, of this policy and shall also be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized.
- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations.
- C. Ensuring the use of a computer generated program to select employees for random drug testing.
- D. Assuring rigorous chain-of-custody procedures for the collection, handling and proper documentation of test specimens during testing and storage.
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts.
- F. Ensuring the notification of the directors and supervisors of each employee to be tested.
- G. Maintaining standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program.
- H. Coordination and liaison with the certified testing laboratory contracted by the Department.
- I. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
 1. Random, reasonable suspicion and mandatory tests.
 2. Verified positive test results.
 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

VIII RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any civilian employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.
- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of civilian employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- E. The computerized random selection listing shall be generated from the common selection pool of all civilian employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

IX EMPLOYEE NOTIFICATION PROCEDURES

When a director or supervisor receives notification from the Drug Testing Unit, he/she shall prepare a Drug Testing Notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention.
- B. Second copy shall be retained by the affected employee.
- C. Third copy shall be retained by the director or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The director/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is en route to the testing site.

X DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A civilian employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site before the conclusion of his/her tour of duty on which the notification was received.

The civilian employee shall then immediately proceed to the Drug Testing Unit office site. Affected personnel shall report in accordance with the following schedule:

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours.
 2. Second shift personnel shall report no earlier than 0800 hours and no later than 1400 hours.
 3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. be considered completed until he/she has submitted the required urine specimen. An affected employee's tour of duty shall not

XI TEST RESULT PROCEDURES

- A. Confirmation and reporting of test results.
1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 3. If the second test (GC/MS) confirms the initial positive test result, the employee shall be notified of the results in writing. The notification shall identify the particular drug(s) or controlled substance(s) or their metabolites and shall specify the concentration level.

4. An employee whose confirmation test as specified in paragraph 3, is deemed positive may, at the employee's own expense, have additional testing conducted on the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the Federal Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
 5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his or her drug test.
 6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
 7. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
 8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
 9. If the HHS certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest, such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
 10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.
- B. Upon receipt of notification of a positive test result, the Administrator or designee of the Drug Testing Unit shall:
1. Notify the Department Head or the Commander of Internal Affairs to instruct the employee to furnish documentation relating to the use of any legally prescribed drugs (e.g., patient maintenance report and/or prescribing physician's statement, etc.).