

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF POLICE
CHAPTER #507**

REPRESENTING

TELECOMMUNICATION SUPERVISOR

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

EFFECTIVE DECEMBER 1, 2010 THROUGH NOVEMBER 30, 2012

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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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 507 (hereinafter referred to as the "Union"). It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish wages, hours, terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement.

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 classification of Telecommunication Supervisor.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees and believes certain benefits may inure from such membership. For the purpose of this Section, a telecommunications supervisor 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. The Union, as exclusive bargaining agent, will be given an opportunity to meet new telecommunications supervisors to present the benefits of Union membership at which time the Union may give such employees a copy of this Agreement.

Section 1.3 Dues Check-off:

Upon receipt of a written and signed authorization form from a Telecommunications Supervisor, the Employer shall deduct the amount of Chapter dues and initiation fees, if any, set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of the names of Telecommunications Supervisors from whom deductions have been made and the amounts of such deductions each pay period to the Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois, within thirty (30) calendar days after close of the pay period for which the deductions are made. The Chapter shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

Section 1.4 Fair Share:

During the term of this Agreement, covered employees who are not members of the Union shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Union each month. The Union shall annually submit to the Employer a list of the employees covered by this Agreement who are not members

of the Union and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their "Fair Share" of Union dues, as described in Section 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 Chapter shall indemnify and hold harmless the Joint Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Joint Employer for the purpose of complying with the provisions of Section 1 of this Article, provided that the claim is not initiated or prosecuted by the Joint Employer.

**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 from doing by law.

Section 2.3 Union and Employer Meetings Regarding 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 as needed, upon written request by either party, through designated representatives. Meetings shall be scheduled on a date no later than thirty (30) days following either party's request. 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, which 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.

Section 2.4 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 supervisor 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.

This provision shall not apply to Telecommunicators serving in an "Acting Supervisor" capacity.

Section 2.5 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 two (2) representatives to a Labor-Management committee for this purpose.

**ARTICLE III
HOURS OF WORK AND OVERTIME**

Section 3.1 Purpose of Article:

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

Section 3.2 Regular Work Periods:

The normal work week shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two (2) or more consecutive days off.

Days off shall be according to one of two schedules, "Schedule A" and "Schedule B." Normal days off for employees on Schedule A shall be Thursday and Friday, with Saturdays and Sundays off every other weekend. Normal days off for employees on Schedule B shall be Mondays and Tuesdays with Saturdays and Sundays off every other weekend.

The work-day is defined as actual hours worked in a 24-hour period. For telecommunications supervisors, a work-day shall consist of one of three ten-hour watch shifts. The work-day for telecommunications supervisors shall be one of the following watch shifts:

First Watch:	2200 - 0800 hours
Second Watch:	0600 - 1600 hours
Third Watch:	1400 - 0000 hours

The Union shall be notified at least thirty (30) days in advance of the effective date of any change in the hours worked or work schedules from those existing as of the date of execution of this Agreement.

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 regularly assigned workday, 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 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:

It is the intent of the parties that overtime will be distributed equitably among the employees in the bargaining unit.

Section 3.5 Lunch Breaks:

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.

An employee must work at least 5 hours of the shift to earn a ½ hour lunch and 6 hours of the shift to earn an hour's lunch.

Section 3.6 Acting Director:

Any bargaining unit employee who is qualified and required to perform the duties of an acting director shall be compensated an additional ½ hour if they perform as an acting director for four (4) or less hours and additional one (1) hour if they perform as an acting director for more than four (4) hours.

**ARTICLE IV
SENIORITY**

Section 4.1 Definition of Seniority:

For purposes of determining the order for shift, vacation bidding, layoff and recall, "promotional seniority," which is measured from the employee's date of promotion to the rank of Telecommunications Supervisor, shall be utilized.

For all other purposes, "seniority" shall refer to seniority based on the employee's original date of hire.

Section 4.2 Termination of Seniority:

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

- A. Resignation or retirement;
- B. Discharge for just cause;

- C. Absence of three (3) consecutive work days without notification to the Employer during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
- D. Failure to report to work at the termination of leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
- E. Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began or twelve (12) months in the case of all other employees except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by the duty disability or ordinary disability benefits;
- F. Failure to report to work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the Employer;
- G. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.

Section 4.3 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, last hiring date and promotion 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, check-off 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 4.4 Promotion and Shift Assignment:

Supervisors shall bid, by promotional seniority, in November of each year, for Watch and Day off Key. Bidding for vacations shall be conducted in December of each year. Bidding for shift assignments shall become effective January 1 of each year.

Section 4.5 Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees; the employees to be laid off shall be removed in inverse order of 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. For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number. The Employer, upon request shall meet with the Union concerning the impact on employees resulting therefrom.

Section 4.6 Job Postings:

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 (10) working days.

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

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

**ARTICLE V
RATES OF PAY**

Section 5.1 Rates of Pay:

Effective January 1, 2011, Telecommunications Supervisors shall receive the monthly salary provided for their respective grade and length of service in the job classification Grade 19, as set forth in Appendix A. Telecommunications Supervisors 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 January 1, 2011, bargaining unit employees shall be placed at the appropriate step of the Grade 19 wage schedule.

Effective with the first full pay period, on or after;

June 1, 2012 3.75%

The Employer and MAP 507 agrees that if during the term of this Agreement the Employer enters into any new agreement with the Electronic Monitoring Technicians, Vehicle Service Men, and Radio Dispatchers, providing for increased wages, that the Employer shall immediately apply such provisions automatically to this Agreement.

Wages are retroactive to January 1, 2011.

ARTICLE VI HOLIDAYS

Section 6.1 Designation of Holidays:

The following days are hereby declared holidays except in emergency and for necessary operations, for employees in the bargaining unit:

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

It is the intent of the Employer that all employees be granted twelve (12) holidays, or equivalent paid days off per year. Each holiday is paid and treated as an eight hour day. 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.

In addition to the foregoing 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. The floating holiday is also paid and treated as an eight (8) hour day. 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.

Section 6.2 Holiday in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, will be carried holiday.

Section 6.3 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 schedule 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.

**ARTICLE VII
VACATIONS**

Section 7.1 Vacation Leave:

All bargaining unit employees, who have completed one (1) year of service with the Employer, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary Of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1 st thru 6 th	80 hours	160 hours
7 th thru 14 th	120 hours	240 hours
15 th and beyond	160 hours	320 hours

Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

Employees may use only such vacation leave as has been earned and accrued provided, however, the forty (40) hours of the initial vacation allowance may be allowed after the first six (6) months of service. The County or Sheriff officials may establish the time when the vacation shall be taken.

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.

Any Cook County Employee who is a re-employed veteran shall be credited with working time for the years of his absence pursuant to the County's military leave policy.

Employees on the one hundred thirty (130) Extra and Overtime Account will not receive any fringe benefits.

Section 7.2 Vacation Preference and Scheduling:

Selection and scheduling of vacation days shall be done by a bidding process on the basis of the employee's watch and seniority and shall be performed in December of each year.

ARTICLE VIII WELFARE BENEFITS

Section 8.1 Hospitalization Insurance:

The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C.

The provisions of this section shall be subject to a re-opener of the negotiations of this section effective November 30, 2012. Upon the request of either party, the terms of this section and Appendix C shall be negotiated by the parties. The parties agree that they will begin negotiations within thirty (30) days of notice by either party of the desire to re-open the negotiations.

Section 8.2 Sick Leave:

Telecommunications Supervisors shall accrue sick leave with pay at the rate of eight (8) hours each month. 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.

Sick leave may be accumulated to equal, but at no time to exceed, one thousand four hundred hours, at the rate of 96 hours per year. Records of sick leave credit and usage shall be maintained by each office, department, or institution. Severance of employment shall terminate all rights for the compensation hereunder. The amount of leave accumulated at the time when a sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

Sick leave may be used in accordance with Cook County policy. Sick leave may not be used as another way to take time off with pay and may not be used to extend an approved leave of absence.

After five (5) consecutive days a doctor's certificate as proof of illness will be required. Such employees also may be required to undergo examination by the Employer's physician before returning to work. All time used shall be charted to the employee. In the event that an employee will be off for more than forty (40) hours, the employee will furnish the Employer with a doctor's statement as soon as possible and will keep the Employer informed as to when he/she anticipates returning to work.

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

If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave, compensatory time and personal days. In the event a bargaining unit member is unable to report for work due to illness or injury, he/she must inform the Watch Commander at least two (2) hours prior to their designated start 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 one thousand dollars (\$1000)), 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, as amended.

Section 8.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with 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 in accordance with 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 expenses.

Section 8.10 Employee Assistance Program:

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

Section 8.11 Insurance Opt Out:

The Employer agrees to pay \$800.00/year (up from \$650.00/year) to eligible employees who opt-out of the Employer's health benefit program. The \$800.00 will be paid in one lump sum at the beginning of each fiscal year. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lost their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. Covered employees may not opt-out if their spouse or domestic partner is also County employees.

Section 8.12 Doctor's Statement:

An employee who has been off duty for five (5) or more consecutive medical days for any health reason may be required to provide a doctor's statement as proof of illness. The note will be sent via facsimile or inter-department mail to the County medical offices upon returning to work. If a release is required, the employee will obtain a release from the County's physician, prior to returning to work.

**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 Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absences to cover the period of pregnancy and postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 9.3 Jury Duty:

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

Section 9.4 Personal Days:

Employees will accrue personal days at the rate of 1.24 hours per pay period (bi-weekly). 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.

Section 9.5 Requests for Time Off:

Requests for the use of accrued vacation time, compensatory time and/or personal time may be submitted by the employee in person, thirty (30) days in advance, on a time card, to the on duty watch commander. Requests 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 the time off request where manpower levels exceed the minimums. Said requests will not be unreasonably denied.

**ARTICLE X
LEAVES OF ABSENCE**

Section 10.1 Regular Leave:

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and applicable State and Federal law.

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, and all

absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date for seniority purposes other than promotional seniority.

Section 10.2 Seniority on Leave:

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

Section 10.3 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 10.4 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 IX in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deduction 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 County 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 10.5 Family Medical Leave Act:

Any employee granted a family and medical leave must use available benefit time such as sick, vacation, personal and compensatory time when invoking FMLA. Employee may not opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical Leave.

Section 10.6 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 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 Employer. 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 Employer.

Section 10.7 Veterans' Convention:

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

- The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
- They must register with the credentials committee at the convention headquarters.
- 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.
- They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.8 Approval of Leave:

No request for a leave, as defined in Article XI of this Agreement, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

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 an unpaid leave of absence, except for leave taken pursuant to the Family and Medical Leave Act ("FMLA").

Section 10.10 School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 11.1 Policy:

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

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

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

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

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

An employee is encouraged first to discuss the problem with their immediate supervisor. If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

Section 11.2 Definition:

A grievance is a difference between an employee or the Chapter and the Employer with respect to the interpretation or application of, or compliance with the provisions of this Agreement, the Employer's Rules, and Regulations or Disciplinary Actions.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the Agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (or 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 to the County in person, and may have Chapter representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 11.3 Grievance Meetings:

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

A committee shall be established where the Employer and the Chapter shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Chapter representatives shall serve on said committee. In the case of Cook County, the committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

The Employer and Chapter representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

Section 11.4 Representation:

Employees may take up grievances through Steps One (1) to Three (3) either on their own and individually or with representation by the Chapter. If an employee takes up a grievance without Chapter representation, any resolution of the grievance shall be consistent with this Agreement and the Chapter representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or the Chapter's own interests or rights with the Employer may be initiated at Step Three (3) by a Union Steward.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting shall be entitled to Chapter representation upon request.

Section 11.5 Grievance Procedure Steps:

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

<u>Step</u>	<u>Time Limits</u>	<u>To Whom Submitted</u>	<u>Time Limits</u>	<u>Response (wk day)</u>
	<u>This Step (cal days)</u>		<u>Meeting (wk days)</u>	
1	30 days	Department Head	10 days	10 days
2	10 days	Sheriff/Designee	30 days	30 days
3	30 days	Impartial Third Party	30 days	30 days

Step One:

1. The employee obtains a Grievance Form from the Union Steward.
2. The employee writes the nature of the grievance and the resolution on the Grievance Form, signs it, and returns it to the Steward who will present it to the Department Head. The employee, steward and Department Head will each keep their appropriate copy.
3. Within the ten (10) working days after receipt, the Department Head shall meet with the employee to discuss the grievance.
4. Within the ten (10) working days after the meeting, the Department Head answers the grievance on the Grievance Form and transmits the answer to the employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step One (1).
6. If the answer is not satisfactory, the employee may, within ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step Two (2).

7. Failure to advance the grievance within ten (10) calendar days after the Step One (1) answer is due concludes the grievance procedure.

Step Two:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step Two (2), signs the form, and returns it to the Steward. The Steward presents the grievance to the Sheriff/Designee.
2. Sheriff/Designee shall meet with the employee to discuss the grievance within thirty (30) calendar days of receipt from the Steward.
3. Within the thirty (30) calendar days after the meeting specified in (2) above, the Sheriff/Designee writes the final answer on the Grievance Form and transmits the answer to the employee.
4. If the answer is satisfactory or if the employee fails to advance the grievance within thirty (30) calendar days after the Step Two (2) answer is due, the grievance procedure is concluded.

Step Three: Impartial Arbitration:

If the Chapter is not satisfied with the Step Two (2) answer, it shall, within thirty (30) days after receipt of the Step Two (2) answer, submit in writing to the Employer notice that the grievance is to enter Impartial Arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) calendar days, the Employer and Union may request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to provide a panel of arbitrators. The parties agree to utilize FMCS before resorting to the AAA. Each of the two (2) parties will confer within seven (7) calendar days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding, pursuant to Section 8 of the Illinois Public Labor Relations Act, 5 ILCS 315/8, as amended from time to time.

Expenses for the Arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party for an Arbitration Proceeding shall be responsible for compensating its own representatives and witnesses, except that the Union shall not be responsible for paying the wages or salaries of bargaining unit members or other County employees called to serve as witnesses to an Arbitration Proceeding.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the 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.

If the arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee, unless otherwise specified by written agreement.

Section 11.6 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days. Time limits may be extended by mutual agreement in writing between the employee and/or the Chapter and the Employer.

Section 11.7 Stewards:

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

The Employer recognizes that MAP Chapter 507 shall be granted a total of one (1) Chief Steward to service the members of the bargaining unit and handle grievances in conjunction with the unit Stewards. Said Chief Steward will have the time necessary to act in this manner without loss of pay or benefits. It is further mutually agreed that the Chapter will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall not be liable for any activities unless so authorized. The Chapter shall notify the Employer of any changes of these representatives during the term of this Agreement.

Section 11.8 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer on each occasion, and 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 11.9 Advance Step Filing:

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

Section 11.10 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified

until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. The hearing shall be informal;
- b. No briefs shall be filed or transcripts made;
- c. There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. The hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

ARTICLE XII DISCIPLINARY ACTION POLICY AND PROCEDURE

Section 12.1 Discipline:

The Employer shall not demote, suspend, discharge or take any disciplinary action against any employee without just cause.

The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate.

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

A. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior.

B. In general, discipline will include the following steps:

1. Written reprimand(s)
2. Suspension(s)

3. Discharge

- C. Sick time is not to be used by Employees as vacation or simply to take time off with pay, but Employees shall not be disciplined for the bona fide use of sick time. The Employer shall keep the Union informed of Employees suspected of abusing sick time and the Union will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse and abuse of medical time and dock time.
- D. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an Employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented that increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute
- E. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee.
- F. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:
 - 1. Documentation of Employee's past conduct.
 - 2. Whether or not the Employee was adequately warned and counseled of the consequences of his/her conduct.
 - 3. Length of service.
 - 4. Seriousness and circumstances of the infraction.
 - 5. County or Sheriff's practice in similar cases.
 - 6. Motives and reasons for violating a rule.

Section 12.2 Appeals Procedure:

All Department disciplinary actions, including counseling and written reprimands, demotions, suspensions, and terminations, shall be subject to the grievance procedure. Grievances involving actions for termination shall proceed directly to arbitration. Grievances involving counseling and written reprimands shall be initiated at Step 1 of the grievance procedure and may be processed only through Step 3 of the procedure. For all disciplinary grievances, the Union shall submit a written grievance to the Sheriff or the Sheriff's designee within thirty (30) calendar days of the Union's receipt of the formal notice of the disciplinary action from the Employer.

Section 12.3 Removal of Discipline:

A written reprimand or suspension of three days or less (as a result of a summary punishment action request form 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.

Section 12.4 Disciplinary Action Form:

A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Union shall contain at least the following:

1. Name of employee being disciplined.
2. Date of report.
3. Date and time of infraction.
4. The infraction committed, with a description.
5. Supervisor signature space.

B. The disciplinary action form is given to an Employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the Employee. If the Employee refuses to sign the form, the refusal will be noted in the space designated for the Employee's signature by both the supervisor and the Union Representative.

C. Copies of the disciplinary action form shall be distributed to the following individuals:

1. The Employee
2. Chapter Representative

**ARTICLE XIII
MISCELLANEOUS**

Section 13.1 No Discrimination:

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

Section 13.2 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, upon request by the employee or the Union, the Employer, the employee and the Union will 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 practical. 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. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner. Nothing in this section shall require the Employer to take any action which would violate the ADA or another applicable statute.

Section 13.3 Health and Safety:

A. General:

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees 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 sub-section 15.3(B).

B. Health and Safety Committee:

The Employer and MAP shall establish a joint labor/management Health and Safety Committee. Meetings shall be scheduled and held on an as needed basis upon request of either the Employer or the Union.

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).

Section 13.4 Paychecks:

The County shall endeavor to have checks distributed in a timely manner. Pay day for the employee and by this Agreement shall be bi-weekly.

The Employer agrees to make direct deposit on an employee's paycheck to either PaySaver Credit Union, or the Union's affiliated credit union when the employee has authorized such direct deposit in writing.

Section 13.5 Bulletin Boards:

The Employer will make space available on a bulletin board for the use of the Union at all work sites. The Union will be permitted to have posted on these bulletin boards notices of a routine, non-controversial nature. All other posting shall be subject to the approval of the Department Head/Designee.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on Employer property other than herein provided.

Section 13.6 Personnel Files:

Upon written request to the Departmental Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and the Employer, subject to any relevant laws governing such files.

The Employer shall maintain personnel records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Section 13.7 Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest that are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet quarterly, or as needed at the request of either the Employer or the Union, in the department. The Union and Employer shall each designate not more than two (2) departmental representatives to a labor-management committee for each department covered by this Agreement to meet, at the request of either party, at mutually agreed upon times and locations. In addition, there shall be a labor-management committee designated for the entire bargaining unit that may meet as needed at the request of either party composed of two (2) representatives from the Employer and two (2) representatives from the Union.

Section 13.8 Meeting Rooms:

The Employer agrees to make available conference and meetings rooms upon reasonable notification by a Union Representative, unless to do so would interfere with the operating needs of the Employer.

Section 13.9 Partial Invalidation:

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 now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and discuss revised provisions that would be in conformity with the law.

Section 13.10 Courses and Conferences:

The Employer agrees that when it desires to send employees to courses, conferences and training events, notices will be posted in all respective departments in a timely manner. These opportunities will be distributed as equitably as practical among employees to insure broad participation. Employees shall be reimbursed for these events subject to the availability of funds. Approval of reimbursement and/or time to attend conferences or courses will be limited to those subjects related to an employee's job, and must be obtained prior to each event.

The Employer shall pay for reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the Employer.

Section 13.11 Uniform Allowance:

The Employer will provide Telecommunications Supervisors with uniforms and uniform allowance of \$350 per year effective December 1, 1997.

Section 13.12 Travel Reimbursement Policy:

County employees, with the 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 13.13 Bilingual Pay:

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month. Any employee requesting bilingual pay shall be subject to a certification process required by the Sheriff's Office.

Section 13.14 Residency Requirement:

New hires working for the County of Cook must be in compliance with the Cook County Residency Ordinance. Employees hired prior to the date of implementation of this collective bargaining agreement shall be exempt from the Cook County Residency Ordinance.

**ARTICLE XIV
ALCOHOL AND DRUG TESTING**

Section 14.1 Alcohol & Drug Testing:

The covered employees agree to abide by the Sheriff's current drug and alcohol testing policy, so long as the Employer continues to provide transportation to and from the testing site for all covered employees.

**ARTICLE XV
TERM**

Section 15.1 Term:

This agreement shall become effective on December 1, 2010 and shall remain in effect through 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 sixty (60) 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 15.2 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, Illinois 60602

2. Sheriff
Richard J. Daley Center – Room 704
Chicago, Illinois 60602

3. Chief
Cook County Bureau of Human Resources
118 N. Clark Street-Room 840
Chicago, IL 60602

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

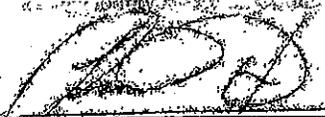
4. MAP Chapter #507
215 Remington Blvd, Suite C
Bolingbrook, Illinois 60440

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

Signed and entered into this 8 day of October, 2014

COUNTY OF COOK:

BY: Toni Preckwinkle
Toni Preckwinkle, President
Cook County Board of Commissioners



Thomas Dart, Sheriff

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 08 2014

ATTEST: David Orr
David Orr, Cook County Clerk

COM _____

CHAPTER:

BY: Joseph M. Andalina
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SCHEDULE 1-GENERAL
BUREAU OF HUMAN RESOURCES
TELECOMMUNICATOR SUPERVISOR-SHERIFF
MAP 507

Effective June 1, 2012

GRADE		1ST STEP	2 ND STEP	3 RD STEP	4 TH STEP	5 TH STEP	AFTER 2 YEARS AT 5 TH STEP	AFTER 1 YEAR AT 1 ST LONGEVITY RATE & 10 YEARS SERVICE	AFTER 1 YEAR AT 2 ND LONGEVITY RATE & 15 YEARS SERVICE	AFTER 1 YEAR AT 3 RD LONGEVITY RATE & 20 YEARS SERVICE
19	HOURLY BI-WEEKLY ANNUAL	28,393 2,271.44 59,057	29,805 2,384.40 61,994	31,179 2,494.32 64,852	32,718 2,617.22 68,053	34,264 2,741.12 71,269	35,907 2,872.56 74,687	36,453 2,916.24 75,822	36,808 2,944.64 76,561	37,923 3,033.84 78,880

Effective January 1, 2011

GRADE		1ST STEP	2 ND STEP	3 RD STEP	4 TH STEP	5 TH STEP	AFTER 2 YEARS AT 5 TH STEP	AFTER 1 YEAR AT 1 ST LONGEVITY RATE & 10 YEARS SERVICE	AFTER 1 YEAR AT 2 ND LONGEVITY RATE & 15 YEARS SERVICE	AFTER 1 YEAR AT 3 RD LONGEVITY RATE & 20 YEARS SERVICE
19	HOURLY BI-WEEKLY ANNUAL	27,367 2,189.38 56,924	28,728 2,298.25 59,755	30,052 2,404.18 62,509	31,535 2,522.79 65,593	33,026 2,642.06 68,694	34,609 2,768.68 71,986	35,135 2,810.81 73,081	35,478 2,838.21 73,794	36,552 2,924.19 76,029

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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

Co-Insurance

None

90% / 60% ***

*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

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

BENEFIT OVERVIEW

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

* 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 ARTICLE V Effective 6/1/08	Contribution Through 5/31/08	Contribution ARTICLE VI 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

VISION BASIC BENEFITS – APPENDIX C

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

Eye Examination: \$0

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

Eyeglass Lenses: \$0

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

Frames **: \$0

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

Contact Lenses **: \$0

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

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

LENS OPTIONS CO-PAYMENTS

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

DENTAL HMO BENEFITS – APPENDIX C

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

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

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

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

BASIC BENEFITS:

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

MAJOR SERVICES:

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

ORTHODONTICS:

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

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS – APPENDIX C

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

APPENDIX E

DUES DEDUCTION FORM



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Rollingbrook, IL 60440

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Anthony A. Polse

Raymond Carza

CHAPLAIN

Deacon Thomas Ross

I, the undersigned member of the Metropolitan Alliance of Police (MAP) Chapter #507 hereby authorize and direct my employer, Cook County, to deduct from my wages and to pay to the Metropolitan Alliance of Police or its authorized representative, the regular monthly dues of \$ _____, which may be owed to the Metropolitan Alliance of Police as a result of my membership therein.

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

This authorization shall continue to be in effect for successor contracts between the employer and the Metropolitan Alliance of Police, although the dues amount may change during the term of the contract.

Member's name: _____ Date: _____
(Please print)

Member's signature: _____ DOB: _____

Address: _____ City/State/Zip _____

Phone: _____ E-mail: _____