

**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, 2012 THROUGH NOVEMBER 30, 2017**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 08 2016**

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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 employee’s time cards because of a shortage on the shift, those employees shall receive 1.5 hours if overtime in lieu of lunch. Management shall not override the decision of the watch commander by later denying the overtime after the employee has already given up their lunch.

An employee must work at least five (5) hours of the shift to earn ½ lunch and at least 6 hours to earn an hour lunch. In order to accommodate the needs of the center supervisors working a 10

hour shift may be permitted by the Director to take their lunch at the beginning or end of their shift.

**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.

**Section 4.7**

Depending on the staffing needs of the Center, the Executive Director of Emergency Communications/911 Center or designee may staff administrative supervisor positions. Positions will be posted and bid on by seniority each year during shift bids. If administrative staffing is increased or decreased outside of the shift bids, seniority will determine movement. Supervisors assigned to this position will work a mutually agreed upon ten (10) hour schedule established by the Executive Director of Emergency Communications/911 Center or designee.

**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; and

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

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.

Effective with the first full pay period, on or after, the following shall apply:

Effective with the first full pay period on or after June 1, 2013, the pay rates for all classifications shall be increased by 1.0%.

Effective with the first full pay period on or after June 1, 2014, the pay rates for all classifications shall be increased by 1.5%.

Effective with the first full pay period on or after June 1, 2015, the pay rates for all classifications shall be increased by 2.0%.

Effective with the first full pay period on or after December 1, 2015, the pay rates for all classifications shall be increased by 2.0%.

Effective with the first full pay period on or after December 1, 2016, the pay rates for all classifications shall be increased by 2.25%.

Effective with the first full pay period on or after June 1, 2017, the pay rates for all classifications shall be increased by 2.0%.

## **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 <sup>st</sup>   |
| 2.  | Martin Luther King's Birthday | Third Monday in January   |
| 3.  | Lincoln's Birthday            | February 12 <sup>th</sup> |
| 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 <sup>th</sup>      |
| 8.  | Labor Day                     | First Monday in September |
| 9.  | Columbus Day                  | Second Monday in October  |
| 10. | Veteran's Day                 | November 11 <sup>th</sup> |

- |     |                  |                                      |
|-----|------------------|--------------------------------------|
| 11. | Thanksgiving Day | 4 <sup>th</sup> Thursday in November |
| 12. | Christmas Day    | December 25 <sup>th</sup>            |

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.

Employees whose regular schedule coincides with any of the six (6) major holidays and where the employee works on said holiday, the employee shall receive one and one half (1 1/2 ) times their hourly rate of pay, for all hours worked plus an additional eight (8) hours of holiday time.

**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 <sup>st</sup> thru 6 <sup>th</sup>	80 hours	160 hours
7 <sup>th</sup> thru 14 <sup>th</sup>	120 hours	240 hours
15 <sup>th</sup> 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 This Step (cal days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting (wk days)</u>	<u>Response (wk day)</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 subsection 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 Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or State law 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 a uniform allowance of \$350 per year.

**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, 2012 and shall remain in effect through November 30, 2017. 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.

[Parties Execution on Following Page]

Signed and entered into this 8<sup>th</sup> day of June, 2016

**COUNTY OF COOK:**

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

Thomas Dart, Sh  
Thomas Dart, Sh

ATTEST: David Orr  
David Orr, Cook County Clerk

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 08 2016

COM \_\_\_\_\_

**CHAPTER:**

BY: Joseph M. Andalina  
President, Joseph M. Andalina  
Metropolitan Alliance of Police

Martin Bennett  
Martin Bennett  
Metropolitan Alliance of Police Chapter #507 President

Effective June 1, 2013

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19	Hourly	28.677	30.103	31.491	33.045	34.607	36.266	36.818	37.176	38.302
	Bi-Weekly	2,294.16	2,408.24	2,519.28	2,643.60	2,768.56	2,901.28	2,945.44	2,974.08	3,064.16
	Annual	59,648	62,614	65,501	68,733	71,982	75,433	76,581	77,326	79,668

Effective June 1, 2014

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19 Hourly	29.107	30.555	31.963	33.541	35.126	36.810	37.370	37.734	38.877
Bi-Weekly	2,328.56	2,444.40	2,557.04	2,683.28	2,810.08	2,944.80	2,989.60	3,018.72	3,110.16
Annual	60,542	63,554	66,483	69,765	73,062	76,564	77,729	78,486	80,864

Effective June 1, 2015

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19 Hourly	29.689	31.166	32.602	34.212	35.829	37.546	38.117	38.489	39.655
Bi-Weekly	2,375.12	2,493.28	2,608.16	2,736.96	2,866.32	3,003.68	3,049.36	3,079.12	3,172.40
Annual	61,753	64,825	67,812	71,160	74,524	78,095	79,283	80,057	82,482

Effective December 1, 2015

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19	Hourly	30.283	31.789	33.254	34.896	36.546	38.297	38.879	39.259	40.448
	Bi-Weekly	2,422.64	2,543.12	2,660.32	2,791.68	2,923.68	3,063.76	3,110.32	3,140.72	3,235.84
	Annual	62,988	66,121	69,168	72,583	76,015	79,657	80,868	81,658	84,131

Effective December 1, 2016

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19 Hourly	30.964	32.504	34.002	35.681	37.368	39.159	39.754	40.142	41.358
Bi-Weekly	2,477.12	2,600.32	2,720.16	2,854.48	2,989.44	3,132.72	3,180.32	3,211.36	3,308.64
Annual	64,405	67,608	70,724	74,216	77,725	81,450	82,688	83,495	86,024

Effective June 1, 2017

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
TELECOMMUNICATOR SUPERVISOR SHERIFF - MAP 507**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
19	Hourly	31.583	33.154	34.682	36.395	38.115	39.942	40.549	40.945	42.185
	Bi-Weekly	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,195.36	3,243.92	3,275.60	3,374.80
	Annual	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744

**GRIEVANCE FORM**



**METROPOLITAN ALLIANCE OF POLICE**

**GRIEVANCE REPORT**

215 Remington Blvd Suite C

Bolingbrook, IL 60440

Phone: (630) 759-4925 Fax: (630) 759-1902

Grievance #
-------------

**Chapter #**

<b>Step 1</b>			
Grievant's Name (Last, First, MI)		Badge #	Division/Shift
Incident Date:	Contract Section Violated:	Presented to:	First Submission Date:
Basis of Grievance: <i>(Attach additional documentation, if any. Explain violation of the contract and the remedy sought.)</i>			
Receiving Supervisor Signature: _____			Date: _____
Grievant's Signature: _____			Date: _____
Union Rep. Signature (optional): _____			Date: _____
Step 1 Disposition/Employer's Response: _____			Date: _____
Employer's/Designee's Signature: _____			Date: _____
Grievant's Signature: _____			Date: _____
Step 2 Disposition/Employer's Response: _____			Date: _____
Employer's/Designee's Signature: _____			Date: _____
Grievant's Signature: _____			Date: _____
Advanced to Step 3: YES NO	Grievant's/Union Rep.'s Initials: _____		Date: _____
Advanced to Step 4: YES NO	Grievant's/Union Rep.'s Initials: _____		Date: _____

White to Employer \* Yellow to Union \* Pink to Steward \* Gold to Grievant

## COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

### Cook County Benefit Overview

HMO(s)	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Classic Blue Option	In Effect	Eliminated
<i>Out of Pocket Maximum</i>	Drug Copays do not accumulate to OOP Max	Drug Copays do accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$10 copay	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$10 copay	\$15 copay
<i>Specialists</i>	\$10 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$10 copay	\$15 copay
<i>Emergency Room</i>	\$40 copay	\$75 copay

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$125 / \$250 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,500/\$3,000 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	90% coinsurance after \$25 copay / 60% Out of network	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$40 copay	\$75 copay

**Cook County Benefit Overview (Cont.)**

<b>Drug</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Prescription Drugs – Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

*\*Either eyeglass lenses OR contact lenses are covered every 12 months*

**Cook County Benefit Overview (Cont.)**

<b>Dental – HMO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>	None	None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

<b>Dental – PPO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

**Cook County Benefit Overview (Cont.)**

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

**Cook County Benefit Overview (Cont.)**

**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	0.50%	1.00%	1.50%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	1.75%	2.25%

<b>PPO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	1.50%	2.00%	2.50%
Employee + Spouse	2.00%	2.50%	3.00%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	2.75%	3.25%

<b>Dental</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

<b>Vision</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Vision Plan	\$0	\$0	\$0

**APPENDIX D DRUG-FREE WORKPLACE POLICY**

MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS  
(53 FR 11979, 11989)

EFFECTIVE 12/20/02

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## ARTICLE 100 - GENERAL

### 101 – APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

### 102 – DEFINITIONS

For the purposes of these guidelines the following definitions are adopted:

- Administrator:** The person responsible for the supervision of the Drug Testing Unit and collection site operations.
- Aliquot:** A portion of a urine specimen used for testing purposes.
- Chain of Custody:** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- Collection Site:** A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
- Collection Site Person:** A person who instructs and assists individuals at a collection site and who receives and makes an initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
- Confirmatory Test:** A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method.)
- Initial Test** (also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book: A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe: Reason to believe that a particular individual may alter or\* substitute the urine specimen.

### 103 - FUTURE REVISIONS

In order to ensure the full reliability and accuracy of initial and confirmation drug tests, the accurate reporting of test results, and the integrity and efficacy of testing programs, the Department may make changes in these guidelines to reflect improvements in the available science and technology. These changes will be discussed with the affected employee's Union prior to implementation and will be published as adopted from time to time.

## ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

### 201 - THE DRUGS

- (a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (0- It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs, as follows:
  - (1) Random drug testing programs shall at a minimum test for marijuana and cocaine;"
  - (2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.
- (b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.
- (c) These guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

### 202- SPECIMEN COLLECTION PROCEDURES

- (a) Designation of Collection Site: The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- (b) Security: Procedures shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

- (c) Chain of Custody: Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- (d) Access to Authorized Personnel Only: No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- (e) Privacy: Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- (f) Integrity and Identity of Specimen: Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
  - (1) To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.
  - (2) When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification:
  - (3) If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
  - (4) The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
  - (5) The individual shall be instructed to wash and dry his/her hands prior to urination.

- (6) After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
- (7) The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- (8) The collection site person shall note any unusual behavior or appearance in the permanent record book.
- (9) In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.
- (10) Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection container. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- (11) After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his/her hands.
- (12) Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
- (13) If the temperature of a specimen is outside the range of 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, that is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual

may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.

- (14) Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
- (15) All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
- (16) Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon- as possible under the direct observation of a same gender collection site person.
- (17) Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
- (18) The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f)(19) - (f)(22) of this section.
- (19) The collection site person shall place securely, on the bottle, an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the Department.
- (20) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
- (21) The collection site person shall enter in the permanent record, book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
- (22) The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
- (23) A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.
- (24) The collection site person shall complete the chain of custody form.
- (25) The urine specimen and chain Of Custody form are how ready for shipment or pickup; If the specimen is not immediately prepared for shipment it shall be appropriately safeguarded during temporary storage.

- (26) While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him/her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.
- (g) Collection Control: To the maximum extent possible, collection site personnel shall keep the Individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each and every time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.
- (h) Transportation to Laboratory: Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment: The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

#### 203 - SHORT AND LONG TERM SPECIMEN STORAGE

- (a) Short Term Refrigerated Storage: Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment shall be available in case of prolonged power failure.
- (b) Long Term Refrigerated Storage: Long term frozen storage (-20 degrees centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may request the laboratory to retain the specimen for an additional period of time, but if no such request is made, the laboratory may discard the specimen after the end of the one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

#### 204 - TEST LEVELS

- (a) Initial Test Level: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.

- (b) Confirmatory Test Levels: AH specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."
- (c) Test Level Revisions: The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml):	Confirmatory test level (ng/ml)
Amphetamines .....	1,000.....	500
Cocaine <sub>1</sub> .....	300.....	150
Benzodiazepines.....	300.....	200
Methaqualone .....	300.....	200
THC (Cannabinoids) <sub>2</sub> .....	20.....	15
Barbiturates.....	300.....	200
Methadone .....	300.....	200
Phencyclidine (PCP) .....	25.....	25
Opiates.....	32000.....	32000
Propoxyphene.....	300.....	200

1 Benzoyllecgonine

2 Delta-9-tetrahydrocannabinol-9-carboxylic acid

3 25ng/ml if immunoassay specific for free morphine

## 205 - REPORTING TEST RESULTS

- (a) The laboratory shall report test results to the Administrator or designee of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cut off for each, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive, and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator or designee at the same time.
- (b) The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- (c) The Administrator or designee may request from the laboratory and the laboratory shall provide quantitation of test results.

- (d) The laboratory may transmit results to the Administrator or designee by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval systems.
- (e) The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- (f) Unless otherwise directed by the Department or the Administrator in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- (g) The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel. The confidentiality provision of the Department's policy, and current written directives will take precedence over this section of the guidelines.

APPENDIX E

DUES DEDUCTION FORM



Metropolitan Alliance of Police

215 Remington Boulevard Suite C • Bolingbrook, IL 60440  
Phone: 630/759-4925 • Fax: 630/759-1902  
E-mail: mapunion@msn.com • www.mapunion.org

CHECK OFF DUES AUTHORIZATION

BOARD OF DIRECTORS

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CO-COUNSEL  
Richard Reimer  
Steven Calcaterra

GENERAL COUNSEL

- Ronald Cicinelli
- Keith Karlson
- Chris Pothoff
- Jerry Marzullo
- Jeffrey A. Goodloe
- Anthony A. Polse
- Raymond Garza

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: \_\_\_\_\_

## APPENDIX F

### UNIVERSAL AGREEMENT

Should another Cook County Sheriff's Office bargaining unit receive changes regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit in the Cook County Sheriff's Office, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.