

# ILLINOIS FOP LABOR COUNCIL

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and

## COUNTY OF COOK AND COOK COUNTY SHERIFF

Police Sergeants



APPROVED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS

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December 1, 2020 – November 30, 2024



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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL

(Representing Police Sergeants)

and

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

Effective

December 1, 2020 through November 30, 2024

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# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County as joint Employers of the employees covered by this Agreement (hereinafter referred to as the "Employer" or "County") and the Illinois Fraternal Order of Police, Labor Council (hereinafter referred to as the "Union" or "Labor Council"). It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union to establish wages, hours and other 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 classifications set forth in the Agreement pursuant to the certification February 24, 2021 by the Illinois State Labor Board Case Number L-RC-21-008, the Employer recognizing the Illinois Fraternal Order of Police, Labor Council as the sole and exclusive representative for all employees of the Employer in the job classification/rank of Police Sergeant ("Sergeant").

### Section 1.2 Union Membership & New Employee Orientation:

The Employer does not object to Union membership by its employees. For the purpose of this Section, an employee shall be considered a member of the Union if he/she timely tenders the dues required as a condition of membership. The Union, as exclusive bargaining agent, will be given an opportunity to meet the new Sergeants to present the benefits of Union membership at which time the Union may give such employees a copy of this Agreement. The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one (1) weeks' notice of the session. If new members of a Union bargaining unit attend the NEO session, the Union will be permitted up to one (1) hour during the NEO session to acquaint them with the collective bargaining agreement and the Union's role in administering it. This time will normally be scheduled at the end of the session, unless mutually agreed otherwise. Attendance during this phase of the NEO session will be without loss of pay. The Union shall have the right to conduct union orientation for each new bargaining unit employee (and for bargaining unit employees transferring to a new position covered by a different local union) during the employee's first two (2) weeks of employment in the bargaining unit or new position covered by a different local union at a time mutually agreeable to the parties unless the Employer is conducting a new employee orientation within two (2) weeks of the new employee's date of hire.

### Section 1.3 Dues Check-off:

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for Union dues, assessments, and fees. The deductions shall be remitted to the Union along with a list of all employees and JDE number

covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date. Objections to the payment of dues shall be resolved consistent with the provisions of the IPLRA, or as amended, and the rules of the State Labor Board.

**Section 1.4 Indemnification:**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**ARTICLE II**  
**EMPLOYER AUTHORITY**

**Section 2.1 Employer Rights:**

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

- A. The exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. To establish reasonable work rules, make work assignments, determine schedules of work, Methods, processes, and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance, and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. The right to make, publish and enforce reasonable general orders, rules and regulations; and the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities,

- F. The right to enter into mutual aid and assistance agreements with other units of government.
- G. The right to establish standards governing the levels of force, including deadly force that can be used.
- H. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is in the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in the Section shall diminish the Union's right to grieve in accordance with the provisions of this Agreement. If the emergency exceeds sixteen (16) weeks then the Employer shall meet and bargain with the Unit within ten (10) calendar days to discuss work conditions to address the emergency.

**Section 2.2 Employer Obligations:**

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

**Section 2.3 Union and County Meetings Respecting Health Care:**

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

**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 of thereof, or as a limitation upon the maximum hours per day or per week that may be required.

**Section 3.2 Regular Work Period:**

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.

**Section 3.3 Regular Workdays:**

The workday is defined as actual hours worked in a twenty-four (24) hour period, for example, an eight (8) hour day or a ten (10) hour day.

Patrol Sergeants as a part of their administrative duties to prepare for roll call or other administrative responsibilities, shall begin their shift thirty (30) minutes before the Patrol Officers are scheduled to start their tour of duty to handle supervisory/administrative matters.

**Section 3.4 Overtime Pay:**

Employees who are required to work overtime will be compensated in cash, or compensatory time at the rate of time and one-half (1.5) at the discretion of the Employee for hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day period. An employee may accumulate up to one hundred sixty (160) hours compensatory time off. An employee who has accrued the maximum number of compensatory hours will be paid in cash for any additional overtime hours worked. 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 abnormal peak loads in activities of the institution or department. For the purpose of calculating overtime, all compensated hours shall be counted, except sick leave, during an eighty (80) hour pay period. In the event a Sergeant is charged with sick leave in an eighty (80) hour pay period in which overtime occurs, the overtime hours effected by the sick leave shall be calculated at straight time for that pay period. Effective December 1, 2018, in determining whether an employee is entitled to overtime pay, hours in which the employee is in pay status because of benefit (PTO) time use for FMLA shall not count toward the applicable threshold of hours worked.

**Section 3.5 Overtime Work:**

**Overtime:**

It is the intent of the parties that Overtime should be distributed equitably by seniority on a rotating basis per unit of assignment among the employees in the bargaining unit. Payment for overtime will be made on a bi-weekly basis.

**Voluntary Overtime:**

If overtime is available in the unit of assignment, then the on-duty Sergeants will be offered the overtime based on seniority and given the right of first refusal. The list of overtime seniority shall rotate and reset to the most senior sergeant on a bi-weekly basis.

**Mandated Overtime:**

If the overtime in the unit of assignment is mandated, then the least senior eligible on-duty Sergeant in the unit of assignment will be held over based on seniority for the overtime assignment. The inverse seniority list shall rotate on a bi-weekly basis and then reset to the most junior Sergeant on

the shift. The Employer has the option to offer the vacancy to off-duty personnel before mandating overtime for the on-duty Sergeants.

**Section 3.6 Compensatory Time:**

An employee may accumulate up to one hundred sixty (160) hours compensatory time. An employee who has accrued the maximum number of compensatory hours will be paid in cash for any additional overtime hours worked.

Compensatory time currently held may be used in increments of fifteen (15) minutes at a time mutually agreed to between the employee and his/her supervisor.

**ARTICLE IV**  
**SENIORITY**

**Section 4.1 Definition of Seniority:**

For purpose of this Article, seniority is defined as an employee's length of most recent, continuous employment with the Employer since his/her last hiring date as a full-time employee. Department seniority shall be defined as seniority status in the classification of Sergeant.

**Section 4.2 Reduction in Work Force, 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 as a Sergeant. The Union and the affected employees shall be provided with at least thirty (30) calendar days' notice prior to the effective date of the layoff. 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 and negotiate with the Union concerning the impact on employees resulting therefrom. Employees shall be recalled in order of seniority. Employees laid off as a result of this procedure will be placed in other vacancies in the Department that may exist at the time of or during the employee's recall eligibility period for which the employee(s) meets the minimum qualification criteria.

Employees will be offered vacant positions under the Cook County Sheriff's Office in any other classification in which there is a vacancy. The employees will be offered any other vacancies under the jurisdiction of the Employer, provided that, such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from which the employee is laid off.

**Section 4.3 Termination of Bargaining Unit 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 for three (3) consecutive workdays without notification to the Employer during such period of the reason for the absence unless the employee has a reasonable explanation for such failure to return to work;

- D. Failure to report to work at the termination of leave of absence or vacation unless the employee has a reasonable explanation for such failure to report to work;
- E. An employee's seniority shall be suspended when the employee is absent from work because of layoff for any other reason for twenty-four (24) months for any employee with less than seven (7) years of service or for thirty-six (36) months for any employee with seven (7) or more years of service except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- F. Failure to report to work upon recall from layoff within ten (10) workdays 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.

**Section 4.4 Adjustment of Seniority:**

If the employee returns to the unit after time outside of the bargaining unit then the employee will be restored his/her seniority absent the time spent outside the bargaining unit. (i.e., applies only to bids, furlough and overtime assignments) Effective upon ratification. Does not apply to any Sergeants who have left the assignment before ratification.

**Section 4.5 Seniority List:**

Thirty (30) calendar days after of the signing of this Agreement, and on December 1st and June 1st of each year the Employer will furnish to the Union a list showing the name, number, address, classification, JDE number, and last promotion date of each employee in rank, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses in each department, division/unit, and work site. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer 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 a revised list every six (6) months. After furnishing, any corrections must be submitted within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein.

**Section 4.6 Union Rights:**

At least quarterly, the Employer on behalf of all employees covered by this Agreement, shall notify the Labor Council in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: promotions, demotions, reclassification, check off revocations, layoffs, transfers, leaves, returns from leave, discharges, terminations, retirements, and Social Security numbers. Such information shall be provided by electronic transmission where possible, subject to any applicable protocol. The Employer will provide the local union with information regarding new hires within the bargaining unit within two (2) weeks of the effective date of the hire. Such information shall normally include name, job title, department, JDE number, work location and shift, if applicable.

**ARTICLE V**  
**JOB POSTING AND TRANSFERS**

**Section 5.1 Vacancy:**

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, or when there are new positions created. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy is created as a result of emergencies. When an employee is suspended and removed for disciplinary reasons for more than thirty (30) calendar days, a recognized vacancy is created.

**Section 5.2 Job Posting:**

In the event an opening exists in the North or South Patrol Area, a specialized unit of assignment or other assignments available within the Sheriff's Police Department, notice of such openings shall be posted in such a manner as to ensure all bargaining unit members have ample notice and opportunity to apply for such openings and will state that the position is in a bargaining unit represented by Labor Council. The Union will be notified in writing, of all eligible Sergeants who have applied by the deadline. Seniority shall be used in consideration of the employee(s) selected.

**Section 5.3 Employer Right Transfers:**

During each calendar year of the Agreement, the Sheriff shall have the right to make certain "EMPLOYER RIGHT" transfers. Employer has four (4) "EMPLOYER RIGHT" transfers for the first year of the contract and five (5) for each of the following years of the contract. For the purpose of this Section the transfer of one (1) person out of a position and the transfer of a replacement person into that vacated position shall count as two (2) transfers. There shall be no carry over transfers from year to year. At the conclusion of this Agreement the above schedule will remain in effect until a new Agreement is signed.

**Section 5.4 Patrol Division:**

A transfer within the patrol division from a district and team to which the Employee has bidded may be grieved under the provisions of this Article only if such transfer is permanent, e.g., of thirty (30) calendar days duration or more. The Employer will grant Sergeant's choice of patrol assignments based on seniority, by area, district, team, and shift. This shall be done on an annual basis.

A. The Employer will meet with the union prior to the bids to discuss.

**Section 5.5 Transfers Subject to Grievance:**

A transfer is not subject to the provisions of this Article if no more than one (1) employee is transferred to or from any one of the following units per calendar year:

1. Internal Investigations and Inspections
2. Management Services (includes communications).
3. Special Operations (Vice & Intelligence); and
4. The exercise of the Employer Right transfers pursuant to Section 5.3 of this Article.

**Section 5.6 Transfer of Stewards:**

Employees acting as Union Stewards shall not be transferred from their job classification, shift, division/unit, or department because of their activities on behalf of the Union. Any transfers of Union stewards from their job classification or department, other than in any emergency, will be discussed with the Union in advance of any such transfers.

**Section 5.7 Transfers:**

Any employee desiring a transfer shall fill out the appropriate form which will remain on file for a period of one (1) year. Transfer grievances shall not be limited as to whether or not they are reasonable and/or whether any provisions of this Agreement were violated.

**ARTICLE VI**  
**RATES OF PAY**

**Section 6.1 Job Classification/Rates of Pay:**

All employees covered by this Agreement shall receive the appropriate salary provided for their respective grade and length of service as set forth in this Agreement. Employees will be increased to the appropriate step upon completion of the required length of service in the classification. The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this Agreement:

- Effective May 31, 2021, employees will be moved into the NEW Wage Schedule at the pay rates in Grade P2 in accordance with the rules set forth herein and attached as Appendix "A".
- Effective upon ratification by the Cook County Board actively employed sergeants will receive a \$2,000 one-time payment.
- Effective upon ratification by the Cook County Board actively employed sergeants will receive a \$1,000 one-time pandemic payment in accordance with the America Rescue Plan (ARP).
- Effective the first full pay period on or after June 1, 2021 the pay rates for all classifications shall be increased 1.5%.
- Effective the first full pay period on or after June 1, 2022 the pay rates for all classifications shall be increased 2.5%.
- Effective the first full pay period on or after December 1, 2022 actively employed sergeants will receive a \$1,000 one-time payment.
- Effective the first full pay period on or after June 1, 2023 the pay rates for all classifications shall be increased 2.5%.
- Effective the first full pay period on or after June 1, 2024 the pay rates for all classifications shall be increased 2.0%.

**Section 6.2 Court Appearance:**

If an employee is required by the Department to appear in court during off duty hours, such court time will be considered hours worked for purposes of determining overtime compensation in accordance with Article III, Section 3.4 of this Agreement and the Fair Labor Standards Act. All employees will be guaranteed a minimum of three (3) hours of overtime pay.

**Section 6.3 Temporary Assignment Pay:**

Effective December 1, 2018, an employee who is directed by the Department Head, or the Department Head's designee to and does perform; or who is held accountable for the distinguishing duties or responsibilities of a higher rated job, within an FOP-Labor Council represented bargaining unit, for two (2) weeks or more shall be paid at the higher rate for all such time from the first day of the assignment. For the purpose of calculation of payment assignments of one-half (1/2) day or more shall be considered a full day. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the ability to do the job. The Employer shall not rotate employees in order to circumvent the payment provisions of this Section. Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. Employees assigned to an equal or lower-rated position shall be paid their proper permanent classification rate. The maximum time that a position may be filled through temporary assignment shall be four (4) months, except where the regular incumbent is on a leave of absence, in which case it shall six (6) months, after which time the Employer shall either discontinue the assignment or post the position as a vacancy. The time limits may be extended by mutual agreement of the Employer and the Union.

**Section 6.4 Field Training Officer Sergeant ("FTO"):**

Sergeants who supervise Field Training Officers ("FTO") in their assigned district shall be compensated at one (1) hour per day that FTO Sergeant's duties are performed.

Sergeants who train a newly promoted or newly assigned Sergeant shall be compensated at one (1) hour per day when performing those duties.

In the event that a Sergeant performs both duties simultaneously, then the Sergeant shall be compensated at two (2) hours per day while acting as the FTO Sergeant.

**ARTICLE VII**  
**HOLIDAYS**

**Section 7.1 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                |
| 2 | Martin Luther King's Birthday | Third Monday in January  |
| 3 | Lincoln's Birthday            | February 12              |
| 4 | President's Day               | Third Monday in February |
| 5 | Pulaski Day                   | First Monday in February |
| 6 | Good Friday                   | Friday before Easter     |

7	Memorial Day	Last Monday in May
8	Freedom Day	Juneteenth
9	Independence Day	July 4
10	Labor Day	First Monday in September
11	Columbus Day	Second Monday in October
12	Veteran's Day	November 11
13	Thanksgiving Day	4 <sup>th</sup> Thursday in November
14	Christmas Day	December 25

It is the intent of the Employer that all employees be granted fourteen (14) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on Sunday, the following Monday shall be set as the holiday. 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.

**Section 7.2 Holiday in Vacations:**

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

**Section 7.3 Holiday Compensation:**

If a scheduled holiday coincides with an employee's regular day off, the employee shall receive eight (8) hours compensatory time due in lieu of holiday pay. Employees whose regular work schedule coincides with any of the six (6) major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) 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 compensatory time due. To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs.

**ARTICLE VIII**  
**VACATIONS**

**Section 8.1 Vacation Leave:**

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

<i>Anniversary of Employment</i>	<i>Days of Vacation</i>	<i>Maximum Accumulation</i>
1 <sup>st</sup> thru 6 <sup>th</sup>	10 working days	20 working days
5 <sup>th</sup> thru 14 <sup>th</sup>	15 working days	30 working days
15 <sup>th</sup> thru 20 <sup>th</sup>	20 working days	40 working days

Computation of vacation leave shall begin at the initial date of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 per pay period. 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 five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The County 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 Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service counted 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. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee or in the event of death, the employee's spouse, or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. All vacation time shall be the same as if employment has continued without interruption by military service. Holidays recognized by the Employer are not to be counted as part of a vacation.

**Section 8.2 Vacation Preference and Scheduling:**

Vacations will be granted to meet the request of employees. Where two (2) or more employees in the same specialized unit or patrol area (North and South) performing at the same job site request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

If a transfer occurs after the vacation selection, the affected employee's vacation selection shall remain as originally chosen.

**Section 8.3 Baby Furlough:**

In addition to regularly scheduled vacations, employees covered by the terms of this Agreement shall be permitted to take a "Baby Furlough," which may consist of no more than forty (40) hours, by using accumulated paid leave time (i.e.) compensatory time, holiday time, personal day, but excluding sick leave.

Where two (2) or more employees in the same specialized unit or patrol area (North and South) performing at the same job site request Baby Furlough on the same day for the same calendar period and all the employees cannot be released at the same time, then the Baby Furlough requests shall be granted in order of the employees' seniority.

**ARTICLE IX**  
**WELFARE BENEFITS**

**Section 9.1 Hospitalization Insurance: Employee Contributions:**

- A. The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C.
- B. Children will be eligible for health insurance benefits in accordance with applicable state and federal law.
- C. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Labor Council. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- D. In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health benefits insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases scheduled to go into effect Labor Council members shall receive the more favorable treatment as well.
- E. The Employer will provide a mail order prescription Program as set forth in Appendix.
- F. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.

**Section 9.2 Sick Leave:**

All employees other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay status for a minimum of forty (40) hours in a bi-weekly pay 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) calendar days.

Sick leave may be accumulated to equal, but at no time to exceed, one thousand four hundred (1400) hours, at the rate of ninety-six (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 for illness, disability incidental to pregnancy, or non-job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After forty (40) hours of absence due to illness, upon return to work all employees may submit to their department head a doctor's certificate as proof of illness.

All time used shall be charged 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. 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 and personal days. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 9.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Worker's 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 and ordinary 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 credit 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 or ordinary disability.

**Section 9.4 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 (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 9.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 108 1/2 of the Illinois Revised Statutes.

**Section 9.6 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 9.7 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 9.8 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 9.9 Flexible Benefits Plan:**

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

**Section 9.10 Maintenance of Benefits:**

All economic benefits that are not set forth in this Agreement and are currently in effect shall continue in effect for duration until such time of this Agreement.

**Section 9.11 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 productively. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action when such action is warranted.

**Section 9.12 Insurance Coverage:**

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

**Section 9.13 Temporary Light Duty:**

Sergeants may be returned to a restricted duty position on a full-time basis, for a period of not more than six (6) months, so long as:

1. The employee's attending physician and the County medical staff have provided a written prognosis of expected return to full duty; and
2. The employee has medical releases from the same physician and the County medical staff to perform such work:

These positions shall be filled on a first come-first serve basis, regardless of seniority. If such positions are filled by other light duty Sergeants, the Sheriff shall not be obligated to create any additional positions. A minimum of two (2) positions shall be available. Temporary light duty positions shall not be available, and may not be applied for, more than once in a twelve (12) month period of time. Any subsequent application for a temporary light duty position must be at least twelve (12) months after the expiration of the prior temporary light duty position assignment. Under no circumstances may a temporary light duty position be extended beyond six (6) months.

**Section 9.14 Short Term Disability:**

The Employer agrees to continue to offer a voluntary short-term disability.

**ARTICLE X**  
**ADDITIONAL BENEFITS**

**Section 10.1 Bereavement Leave:**

In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, domestic partnership, child (including stepchildren and foster children), brothers/sisters, grandchildren/grandparents; spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay. Where death occurs and the funeral or memorial service is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days' pay. To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral or memorial service. Any additional time needed in the event of bereavement may be taken as emergency vacation. 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.

The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary, or a Certificate of Death.

**Section 10.2 Maternity/Paternity Leave:**

Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absences to cover the period of pregnancy, postpartum childcare, and adoption with regard to an employee or an employee's domestic partner or civil union partner. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

**Section 10.3 Personal Days:**

All employees except those in a per diem or hourly pay status, shall be permitted thirty-two (32) hours of personal day leave off-with pay each fiscal year. Employees may be permitted this personal day leave with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period except that sixteen (16) hours may be used for observance of religious holidays prior to accrual, to be paid back. No more than forty 40 hours of personal day leave may be used in a fiscal year.

If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal day leave, sick leave, and vacation leave.

Personal day leave may be used consecutively or in conjunction with vacation days. Personal day leave off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to such approval.

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

**Section 10.4 Military Leave:**

An eligible employee who requires leave from employment for purpose of military service shall be entitled to compensation, benefits, reinstatement rights and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution as permitted by law. Unless otherwise provided by federal or state law or this section, military leave shall be in accordance with the Cook County Ordinance and Policy.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

**Section 11.1 Regular Leave:**

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and the Cook County Sheriff's Merit Board. 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 (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 11.2 Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan), if such leave is in excess of thirty (30) calendar days; except that leaves granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue. Employees shall receive retroactive increases for all time in which they were in pay status.

**Section 11.3 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. 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.

**Section 11.4 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 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.

**Section 11.5 Union Leave:**

Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for each employee. Sick pay, vacation pay, and insurance benefits will be provided set forth in Section 3 of this Article. Elected delegates will be permitted to attend a national and/or state ILFOP Annual convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for ILFOP Annual, national and/or state Conventions.

**Section 11.6 Family Responsibility Leave:**

In addition to Maternity/Paternity Leave (Section 10.2) and/or Paid Parental Leave (Section 11.13), an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities, arising from the employee's role in his/her family or household shall, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical purposes pursuant to the Cook county Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family and Medical Leave Act, or as amended ("FMLA"); i.e., up to twelve (12) weeks and meeting FMLA standards.

**Section 11.7 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 need 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 11.8 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 bylaws 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 11.9 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 the Employer's business. Approval of leaves of absence will not be -reasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

**Section 11.10 Use of Benefit Time:**

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

**Section 11.11 Educational Fund:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all ILFOPLC bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all ILFOPLC bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered up to five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis. The parties shall meet upon reasonable notice regarding this educational benefit.

**Section 11.12 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 no activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq.

**Section 11.13 Parental Leave:**

All full-time employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests Parental Leave, and has utilized some or all of the allotted four hundred eighty (480) hours of FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this Section and provided that the employee submits an FMLA certification form to support the request for Parental Leave. Eligible employees are entitled to receive the following Parental Leave:

- Up to four (4) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery:  
or
- Up to six (6) weeks of Parental Leave to a birth mother to recover from a surgical delivery: or
- Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner: or
- Up to two (2) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA. Parental Leave shall be considered an alternative to Maternity or Paternity Leave under Section 10.4 and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

## **ARTICLE XII** **GRIEVANCE PROCEDURE**

### **Section 12.1 Policy:**

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. The purpose of this Article is to specify the method by which employees may present grievances and seek redress. Any alleged violations of discrimination, other than alleged discrimination based on Labor Council membership, shall be processed through the appropriate federal or state agency or court, and shall not be subject to the grievance procedure contained herein. All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal. The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint Employer relationship exists, certain grievances are appropriately answered by the elected official, and others by County Administration, depending on the subject matter of the grievance. The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances. An employee is encouraged first to discuss the problem with 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 12.2 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with the provisions of this Agreement, the Employer's Rules, and Regulations or disciplinary actions. Suspensions, written reprimands, terminations and demotions may be arbitrated as outlined in Section 13.1 of this Agreement.

The Union will send copies of grievances appealed at Step Three to the County's designee, but Section 16.2 does not apply to these notices. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

It is understood that the hiring and promotion of employees are not subject to the Grievance Procedure.

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 Union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

**Section 12.3 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 Union, in writing, within the time limits provided therein.

**Section 12.4 Representation:**

Employees may take up grievances through Steps one (1) on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or the Union's own interests or rights with the Employer may be initiated at Step Two (2) by a Union Steward or Labor Council. 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 Union representation upon request.

**Section 12.5 Grievance Procedure Steps:**

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

<u>Step</u>	<u>Time Limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time For Meeting and Response (weekdays)</u>
1	21 days	1 <sup>st</sup> Deputy or Designee	10 days
2	10 days	Sheriff or Designee/Director Bureau of Human Resources or Designee	10 days
3	30 days	Impartial Third Party	

At each step of the Grievance Process the Employer must issue a written response within the required time limit. If the Employer fails to answer within the time limits, then the Grievance is automatically advanced to the next step.

**Section 12.6 Impartial Arbitration Procedure:**

Only the Union may request arbitration under this Agreement. If the Union is not satisfied with the Step Two (2) answer, it shall within thirty (30) calendar days after receipt of the Step Two (2) answer submit in writing to the Employer notice that the grievance is to enter Impartial Arbitration. The Parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer and Union may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two (2) parties will confer within seven (7) 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. 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. 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 an 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.

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

**Section 12.7 Time Limits:**

The initial time limit for presenting a grievance shall be fifteen (15) twenty-one (21) calendar days. Time limits may be extended by mutual agreement in writing between the Employee and/or the Union and the Employer.

**Section 12.8 Stewards:**

The Union 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 Labor Council 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 Local Union 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 Union shall notify the Employer of any changes of these representatives during the term of this Agreement. After giving appropriate notice to their supervisors outside the bargaining unit, employees shall be allowed two (2) days with pay to attend certified stewards training if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) workdays for each steward who has not previously attended training. The Union shall provide proof of attendance.

**Section 12.9 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's Department rules applicable to non-employees.

**Section 12.10 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 12.11 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; 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 mitted 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) calendar days after the date of ratification.

### **ARTICLE XIII** **DISCIPLINE**

#### **Section 13.1 Definition:**

Discipline shall include the following:

1. Written reprimand
2. Suspension
3. Discharge

Counseling is not a disciplinary action and cannot be grieved.

At the Employer's option, employees may be eligible for "options granted" when serving suspension time. "Options granted" shall mean that employees may use accumulated vacation or compensatory time to fulfill some or all of their suspensions. All suspensions shall be based upon hours.

#### **PROCEDURE:**

##### **Written Reprimands and Suspensions of twenty-nine (29) days or less:**

Any written reprimand or suspension imposed by the Employer on an Employee up to and including twenty-nine (29) days, may be appealed at all steps of the grievance procedure or the Sheriffs appeal procedure, but not both remedies. If the

employee grieves a written reprimand or suspension of twenty-nine (29) days or less, the resulting discipline will not be imposed until the Step 3 grievance response is issued.

Suspensions in excess of twenty-nine (29) days:

Suspensions in excess of twenty-nine (29) days shall be adjudicated by Impartial Arbitration, but not subject to Steps 1 and 2 of the grievance procedure. Upon service of discipline to the Employee, the Employer shall also notify the Union of the suspension. Arbitrations shall be scheduled, and date confirmed within sixty (60) calendar days from the date that the Union is served with the discipline. If the Arbitration is not scheduled within sixty (60) days or does not occur due to cancellation by the Union, the Sheriff may impose the discipline prior to the Arbitration taking place, otherwise discipline will not be imposed until the Arbitration Award is issued.

Demotions and Terminations:

Prior to the ratification of this agreement, recommended discipline that included demotions and/or terminations that impact merit rank was not subject to the grievance and arbitration procedures, but rather were matters within the exclusive jurisdiction of the Cook County Sheriff's Merit Board.

After the ratification of this agreement, demotions and terminations shall be adjudicated by Impartial Arbitration, but not subject to Steps 1 and 2 of the grievance procedure. The Employer shall serve the Employee with a recommendation of demotion or termination and shall also notify the Union of the recommendation. The Employer, Employee and Union will meet to review the recommendation and attempt to reach an agreement or settlement. Should the parties be unable to reach agreement, the Employer and Union representative shall identify the Arbitrator to hear the case. Arbitrations shall be scheduled, and date confirmed within sixty (60) calendar days from the date that the Union is served with the recommendation. If the selected Arbitrator is unavailable, the parties will select another Arbitrator who can schedule the hearing within the stated time period regardless of the date of hearing.

GENERAL PROCEDURE:

In the event that the matter proceeds to Arbitration, the Employer and the Union shall agree to a list of 7 arbitrators who will as a condition of being on the permanent panel agree to schedule the hearing within thirty (30) calendar days of the notification of selection. As a further condition of being placed on the permanent panel, the arbitrator will agree to issue a decision within thirty (30) calendar days of the date of the hearing. Upon written request of either party, discovery information shall be provided (and compelled by the Arbitrator, if necessary) not later than fifteen (15) days prior to the arbitration.

The parties may mutually agree to waive post hearing briefs to expedite the decision by the Arbitrator. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union.

Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issue 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 on the interpretation of the meaning or application of the express relevant language of the Agreement. In issuing his/her decision, the Arbitrator shall be bound by the precedential rulings of the Cook County Sheriff's Merit Board.

All hearings will be held as close to the grievant's work site as practicable. The Employer will upon reasonable notice from the Union, release from duty any employees requested by the Union as representatives or witnesses.

There will be no requirement that a stenographic recording of the proceedings unless otherwise agreed. The parties agree that the Arbitration forum for suspensions, demotions and terminations arbitrated under this provision shall not be challenged as it relates to the jurisdiction of the Cook County Sheriff's Merit Board. The Union and Employer agree that an Arbitrator's finding that a suspension be imposed, or any other relief so found, shall be served by the employee.

**Section 13.2 Removal of Discipline:**

Oral reprimands may be removed from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months. Written reprimands may be removed from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage, of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

**Section 13.3 Temporary Identification:**

The Employer shall provide identification in a timely manner to a Sheriff's Police Sergeant who is de-deputized and temporarily reassigned from his/her normal work duties to perform administrative work as the result of a pending investigation of the Sergeant by the Employer or to a Sheriff's Police Sergeant who is on IOD, light duty or Disability.

**Section 13.4 De-Deputization:**

An investigation by the Office of Professional Review (OPR) that results in the de-deputization of an employee may be challenged by the Union and presented in arbitration on an expedited basis within thirty (30) calendar days of the de-deputization. The arbitrator's review and decision in

cases where a de-deputization is challenged by the Union will only concern whether the de-deputization was justified. Should the Union's challenge be successful and barring the filing of criminal of charges against an employee, the employee will then be re-deputized. A panel of arbitrators will be selected by the Union and the Employer to review challenges to a de-deputization by the Employer based upon the panel's participants' agreement to the conditions and procedures agreed to by the parties, and to a thirty (30) calendar day time period in which to render a decision regarding the Union's challenge.

## **ARTICLE XIV** **CONTINUITY OF OPERATION**

### **Section 14.1 No Strike:**

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

### **Section 14.2 Union Responsibility:**

Should any activity prescribed in Section 14.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

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

### **Section 14.3 No Lock Out:**

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

### **Section 14.4 Preservation of Rights:**

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

### **Section 14.5 Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the

Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether any employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

## **ARTICLE XV** **MISCELLANEOUS**

### **Section 15.1 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 states, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union and other classifications protected under local, state and federal law. 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 15.2 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, 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 15.3 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 Labor Council shall establish a joint labor/management Health and Safety Committee. The Parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are

adequately addressed. The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting. Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

C. Communicable Diseases:

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

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during his/her employment.
3. The Employer shall make available to the employee who has occupational exposure during the course of their employment to blood or body substances, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu/covid vaccines in accordance with prior policy. A TB/Covid screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB/Covid during work.

Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee. Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a comprehensive policy/policy to be applied to specific workplaces. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

**Section 15.4 Doctor's Statement:**

An employee who has been off duty for forty (40) hours or more for any health reason will be required to provide a doctor's statement as proof of illness, and shall, be required to undergo examination by the County's Physician before returning to work. The examination must be conducted on the employee's own time. For health-related absences of less than forty (40) hours, a doctor's statement or proof of illness will not be required except in individual instances where the County 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 County's physician may be required to make sure that the employee is physically fit for return to work.

**Section 15.5 Paychecks/Direct Deposits:**

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 County will continue the direct deposit program to

the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving deposits.

**Section 15.6 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 15.7 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. In the event a Department intends, as part of the annual budget submission process, to propose the subcontracting of bargaining unit work, the Employer will notify the Union, in writing, of its intent to do so. Such notice shall be given no later than the commencement of the budget submission process. In the event of a bona fide emergency that requires the temporary subcontracting of bargaining unit work, the Employer will provide the Union with as much notice as possible under the circumstances.

In all other instances, the Employer will notify the Union, in writing, at least five (5) months prior to the commencement of subcontracting of bargaining unit work.

The Employer agrees that at least thirty (30) calendar days prior to the issuance of public notice for bids to subcontract any work performed by bargaining unit employees, it shall meet with the Union, upon request, for the purpose of discussing the reason(s) for subcontracting and proposing alternatives to the contemplated subcontracting. The Employer shall provide the Union, upon request, reasonably available and substantially pertinent information, including a cost comparison of the expenses the Employer projects it will incur over the term of the contract if the Employer continued to perform such services using bargaining unit employees compared to the expenses the Employer projects if a third party performed such services. Where the subcontracting is for reasons of efficiency, the Employer shall provide the Union, upon request, with information supporting the contention that the subcontracting is more efficient. The provision of information to the Union or scheduling of meeting(s) at the request of the Union, pursuant to this paragraph shall not unreasonably delay the subcontracting process.

If the Employer subsequently decides to accept a bid, it shall notify the Union, in writing, at least thirty (30) calendar days prior to entering into a contract, except in an emergency. The timelines provided for in the two (2) preceding paragraphs are concurrent and not cumulative. For example, if the Union was provided five (5) months' notice on April 1, and the Employer acts in accordance with the other provisions of this Section, and work pursuant to the contract commences September 1, the timelines have been satisfied. In the event the subcontracting goes forward, the Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 15.8 Personnel Files:**

Upon written request to the Departmental Human Resources 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. Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained shall not be used against an employee in any future proceedings information not related to an employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action shall not be placed in an employee's personnel file or in a supervisor's working file. The Employer shall not knowingly place in the employee's personnel file information which is false.

**Section 15.9 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, in each department. The Union and Employer shall each designate not more than five (5) 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 five (5) representatives from the Employer and five (5) representatives from the Union. The parties agree that time and attendance issues are appropriate for Labor/Management meetings.

**Section 15.10 Meeting Rooms:**

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

**Section 15.11 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 adopt revised provisions that would be in conformity with the law.

**Section 15.12 Uniform Peace Officers' Act:**

The Employer shall not, take any disciplinary action against an employee without just cause. Employees who are to be disciplined are entitled to representation consistent with the Uniform Police Officers' Disciplinary Act, 50 ILCS 725/1 et seq. The Union and the Employer agree that discipline should be timely, corrective, and progressive, accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules, and regulations of the Department. Random testing under the Employer's Drug Free Workplace Policy shall not be subject to the provisions of the Uniform Police Officers' Disciplinary Act.

**Section 15.13 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 15.14 Uniform Allowance:**

The employees covered by the terms of this Agreement shall receive a uniform allowance for each fiscal year of the Agreement. The uniform allowance shall be paid to the individual employees during the first pay period in December. The uniform allowance shall be seven hundred fifty dollars (\$750.00) per fiscal year. Upon ratification, Employees shall receive a one-time two hundred and fifty dollars (\$250) non-recurring uniform allowance to compensate for the increased cleaning necessary because of the COVID pandemic. The employees shall not be required to contribute more than fifty dollars (\$50.00) per fiscal year for any change in the uniform or equipment from that which existed as of December 1, 1993. Any additional costs shall, be paid for by the Employer, with no reduction in the uniform allowance provided, to the employees. Upon retirement, or separation from employment for other than just cause, the employee may be required to repay up to seventy-five percent (75%) of the uniform allowance, by dividing the allowance by twelve (12) months. If the employee has served in a pay status for a minimum of six (6) months of the fiscal year; no repayment shall be required. Any uniform components found to be unserviceable shall be replaced at the cost of the employee.

**Section 15.15 Day Care:**

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer.

**Section 15.16 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) calendar days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

**Section 15.17 Bilingual Pay:**

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional one hundred (\$100.00) dollars per month.

**Section 15.18 Contract Implementation:**

This Agreement shall be presented to the County Board for approval within thirty (30) calendar days of notification of union ratification.

**Section 15.19 Mass Transit Benefit Program:**

As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

**Section 15.20 Personnel Rule Changes:**

When the Employer is considering modifications in its general orders, rules, or regulations, it shall notify the Union at least twenty-one (21) calendar days prior to any modifications, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Public Labor Relations Act.

**Section 15.21 Printing of Contracts:**

The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement.

**Section 15.22 Fitness for Duty:**

In the event the Employer directs an employee to undergo a fitness for duty (FFD) examination, the Employer shall provide, in writing, the reasons for which they desire the FFD examination. The Employee shall be allowed to utilize a medical professional of their choosing. The Employer shall be responsible for all costs associated with the FFD examination.

With respect to fitness for duty evaluations conducted upon the initiative of the Employer, where the evaluation is for the purpose of evaluating the Employee's psychological fitness, and the consequence is that the Employee will be de-deputized, in such instances the Employer shall pay the Employee during the course of the first evaluation, as long as the Employee cooperates and complies with all scheduled appointments of the Employer, In the event that the Employee does not pass the fitness for duty evaluation, pay shall be stopped after the Employer has provided notification to the Employee of a failed fitness for duty evaluation, or of the Employee's failure to cooperate, as applicable.

**Section 15.23 Electronic Transmission of Information:**

Information provided to the Union shall be provided by electronic transmission where possible, subject to any applicable protocol. Information currently available to the Union shall continue to be provided to the Union by the Employer, provided such information is reasonably available.

**Section 15.24 Retirement Credentials:**

The parties agree that any Sergeant who retires from the Cook County Sheriff's Police after completing fifteen (15) years of service shall receive a Retirement ID and Retirement Star that shall be provided to the retiree by the Employer within sixty (60) calendar days of the date of retirement. The ID shall state Cook County Sheriff's Police Sergeant and have the word retired on it. In the event that the retiree's I.D. and Retirement Star is lost or stolen, the replacement cost shall be \$150.00 for a replacement ID. The issuance of the employee's retirement credentials will not be delayed due to pending discipline (except discipline seeking a suspension of 29 days or more) and the employee will be given his retirement credentials within sixty (60) calendar days upon the submission by the employee to the Employer, of the employee's retirement notice. The employee must have fifteen (15) years of service with the Cook County Sheriff's Office and be otherwise in

good standing. Retirement Stars and Identification cards may be revoked upon felony conviction or any other State/Federal law that would prohibit such credentials.

**Section 15.25 Employee Privacy:**

Except where required by law, the Employer shall not disclose to any non-governmental third party the home address, personal email, or telephone number of any bargaining unit employees. Disclosures required to process benefits or to third parties who provide services to the County or its employees shall be exempt from this provision.

**Section 15.26 Video Cameras and GPS:**

Use of video cameras, GPS, or other medium in support of discipline when medium supports any allegations of employee misconduct.

**Recording/GPS/AVL Devices**

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline. If evidence of alleged employee misconduct obtained through the use of video, GPS or AVL equipment is used by the Employer to support employee discipline, the Union and or employee will be allowed the opportunity to view said evidence prior to the imposition of discipline or before writing a requested report or memo, except in an emergency situation, and be afforded an appropriate time for rebuttal. Except where precluded by applicable confidentiality limitations, the Union customarily will be provided with a copy of the evidence. The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment. The GPS, AVL and/or recording medium shall not be used in a discriminatory or harassing manner.

**ARTICLE XVI**  
**DURATION**

**Section 16.1 Term:**

This Agreement shall become effective on December 1, 2020 and shall remain in effect through November 30, 2024. 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 16.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail. 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

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

3. Illinois Fraternal Order of Police Labor Council  
5600 South Wolf Road Suite 120  
Western Springs, Illinois 60558-2268

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**COUNTY OF COOK:**

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

By: \_\_\_\_\_  
Thomas J. Dart  
Sheriff

By: Karen Yarbrough  
Karen Yarbrough  
Cook County Clerk

APPROVED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS

**UNION:**

By: [Signature]  
Date: 7/5/22

JUL 28 2022

COM \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022

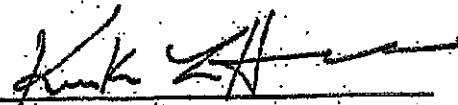
**COUNTY OF COOK:**

By: \_\_\_\_\_  
Toni Preckwinkle, President  
Cook County Board of Commissioners

By:  \_\_\_\_\_  
Thomas J. Dart  
Sheriff

By: \_\_\_\_\_  
Karen Yarbrough  
Cook County Clerk

**UNION:**

By:  \_\_\_\_\_

Date: 7/5/22

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**COUNTY OF COOK:**

By: \_\_\_\_\_  
Toni Preckwinkle, President  
Cook County Board of Commissioners

By: \_\_\_\_\_  
Thomas J. Dart  
Sheriff

By: \_\_\_\_\_  
Karen A. Yarbrough  
Cook County Clerk

**UNION:**

By: M. Joneson  
Date: 04 JUL 22

By: Amir Aziz  
Date: 05 Jul 22

By: Kendall Rivers  
Date: 01 JUL 22

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**COUNTY OF COOK:**

By: \_\_\_\_\_  
Toni Preckwinkle, President  
Cook County Board of Commissioners

By: \_\_\_\_\_  
Thomas J. Dart  
Sheriff

By: \_\_\_\_\_  
Karen A. Yarbrough  
Cook County Clerk

**UNION:**

By: M. Joneson  
Date: 04 JUL 22

By: [Signature]  
Date: 5 / JULY 22

By: Kendall Burns  
Date: 01 JUL 22

**APPENDIX A**  
**JOB CODES**

**ILFOPLC**

<b>JOB CODE</b>	<b>GRADE</b>	<b>TITLE</b>
1330	P2 County	Police Sergeant

**APPENDIX B**  
**PAY SCALES**

Effective May 31, 2021

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - FOP**

<u>Grade</u>	<u>Entry Rate 1</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>	<u>10th Step</u>	<u>After 1 Year</u>	<u>After 1 Year</u>	<u>After 1 Year</u>	<u>After 1 Year</u>
												<u>at 1st</u>	<u>at 2nd</u>	<u>at 3rd</u>	<u>at 4th</u>
												<u>Longevity</u>	<u>Longevity</u>	<u>Longevity</u>	<u>Longevity</u>
												<u>Rate &amp; 10</u>	<u>Rate &amp; 15</u>	<u>Rate &amp; 20</u>	<u>Rate &amp; 25</u>
												<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
												<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>
												<u>After 2 Years</u>			
												<u>At 5th Step</u>			
P2 Hourly	39.655	41.340	43.097	44.929	46.837	48.827	50.904	52.305	53.615	56.295	59.110				
P2 Bi-Weekly	3,172.40	3,307.20	3,447.76	3,594.32	3,748.96	3,906.16	4,072.32	4,184.40	4,289.20	4,503.60	4,728.80				
P2 Annual	82,482	85,987	89,641	93,452	97,420	101,560	105,880	108,794	111,519	117,093	122,948				

Effective June 1, 2021

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - POP**

<u>Grade</u>	<u>Entry Rate</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>	<u>10th Step</u>		After 1 Year	After 1 Year	After 1 Year	After 1
													at 1st	at 2nd	at 3rd	Year at 4th
													Longevity	Longevity	Longevity	Longevity
													Rate & 10	Rate & 15	Rate & 20	Rate & 25
													Years	Years	Years	Years
													At 5th	At 10th	At 15th	At 20th
													Step	Step	Step	Step
													Service	Service	Service	Service
P2 Hourly	40,250	41,950	43,743	45,603	47,540	49,559	51,668	53,090	54,419	57,139	59,897					
B-Weekly	3,219.99	3,356.81	3,489.48	3,648.23	3,803.16	3,964.75	4,133.40	4,247.17	4,353.54	4,571.15	4,799.73					
Annual	83,719	87,277	90,866	94,854	98,882	103,083	107,468	110,426	113,191	118,850	124,792					

Effective June 1, 2022

SCHEDULE IV  
 BUREAU OF HUMAN RESOURCES  
 COUNTY POLICE SERGEANT - FOP

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	After 1 Year	After 1 Year	After 1 Year	After 1 Year
												at 1st Longevity Rate & 10 Years Service	at 2nd Longevity Rate & 15 Years Service	at 3rd Longevity Rate & 20 Years Service	at 4th Longevity Rate & 25 Years Service
P2 Hourly	41,256	43,009	44,837	46,743	48,728	50,798	52,959	54,417	55,780	58,588	61,497				
B-Weekly	3,300.49	3,440.73	3,568.96	3,739.44	3,888.24	4,063.87	4,236.74	4,353.35	4,462.38	4,685.43	4,816.73				
Annual	85,812	89,498	93,281	97,225	101,354	105,860	110,155	113,188	118,021	121,821	127,912				

Effective June 1, 2023

SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - FOP

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	After 1 Year	After 1 Year	After 1 Year	After 1	
												at 1st	at 2nd	at 3rd	Year at 4th	
												Longevity	Longevity	Longevity	Longevity	
												Rate & 10	Rate & 15	Rate & 20	Rate & 25	
												Years	Years	Years	Years	
												Service	Service	Service	Service	
												After 2				
												Years At 5th				
												Step				
P2	Hourly	42,287	44,084	45,958	47,912	49,946	52,068	54,283	55,777	57,174	60,032	63,034				
	Bi-Weekly	3,383.00	3,526.75	3,676.84	3,831.93	3,995.70	4,165.47	4,342.86	4,462.18	4,573.84	4,802.67	5,042.72				
	Annual	87,957	91,895	95,592	99,856	103,888	108,302	112,909	116,016	118,922	124,866	131,110				

Effective June 1, 2024

SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - FDP

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	After 1 Year	After 1 Year	After 1 Year	After 1 Year
												at 1st	at 2nd	at 3rd	at 4th
												Longevity	Longevity	Longevity	Longevity
												Rate & 10	Rate & 15	Rate & 20	Rate & 25
												Years	Years	Years	Years
												Service	Service	Service	Service
												After 2			
												Years At 6th			
												Step			
P2 Hourly	43,133	44,866	46,677	48,870	50,945	53,110	55,360	58,593	59,318	61,233	64,285				
Bi-Weekly	3,450.66	3,597.28	3,750.17	3,909.59	4,075.61	4,248.78	4,428.51	4,551.42	4,665.41	4,808.62	5,143.57				
Annual	89,717	93,529	97,504	101,649	105,965	110,468	115,167	118,338	121,500	127,364	133,732				

**APPENDIX C**  
**HEALTH PLAN**

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2022 AND DECEMBER 1, 2023**

**Cook County Benefits Overview**

<b>HMO</b>	<b>Current</b>	<b>Benefits Effective 12/1/2022</b>
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% covered)	\$0 copay (100% covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$100 copay

<b>PPO</b>	<b>Current</b>	<b>Benefits Effective 12/1/2022</b>
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 single / \$700 family 2x Out of Network	\$350 single / \$700 family 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family 2x Out of Network	\$2,000 single / \$4,000 family 2x Out of Network
<i>Inpatient and Outpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network*
<i>Preventive</i>	\$0 copay (100% covered)	\$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 \$35 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% in network 60% out of network	90% in network 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>	\$75 copay	\$100 copay

\* Effective 12/1/21, The County PPO plan will incorporate a Cook County Health tier ("Domestic Tier") wherein covered members will have lower out-of-pocket costs when choosing to access health care within CCH facilities. Facility charges will be 0% after the annual plan deductible is met. Hospital-based facility services not obtained at CCH will be paid based on their network status (in or out of network rate).

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

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

<b>Drug</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
<i>Prescription Drugs – Retail</i>	<ul style="list-style-type: none"> <li>• Generic: \$15 copay</li> <li>• Brand Formulary: \$30 copay</li> <li>• Brand Non-Formulary: \$50 copay</li> <li>• Mail Order: 2 x retail</li> </ul>
<i>Generic Step Therapy</i>	<ul style="list-style-type: none"> <li>• PBM's generic step therapy program</li> </ul>
<i>Mandatory Maintenance Choice</i>	<ul style="list-style-type: none"> <li>• Mandatory mail-order for maintenance drugs</li> </ul>

<b>Vision</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
<i>Eye Examination</i>	<ul style="list-style-type: none"> <li>• \$0 copay</li> <li>• Once per 12 months</li> </ul>
<i>Eyeglass Lenses*</i>	<ul style="list-style-type: none"> <li>• \$0 copay standard uncoated plastic</li> <li>• Once per 12 months</li> </ul>
<i>Frames</i>	<ul style="list-style-type: none"> <li>• \$0 copay up to \$100 / Amount over \$100 less 10%</li> <li>• Once per 24 months</li> </ul>
<i>Contact Lenses*</i>	<ul style="list-style-type: none"> <li>• \$0 copay up to \$100</li> <li>• Once per 12 months</li> </ul>

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

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

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

<b>Dental – HMO</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	<ul style="list-style-type: none"> <li>• Requires a Maximum Allowance</li> <li>• Includes 2 exams / cleanings per benefit period</li> <li>• Includes fluoride treatments under age 19</li> </ul>
<i>Basic Benefits</i>	<ul style="list-style-type: none"> <li>• Requires a copayment for each specific service</li> <li>• Copayments equal a discount of approximately 70%</li> </ul>
<i>Major Services</i>	<ul style="list-style-type: none"> <li>• Requires a copayment for each specific service</li> <li>• Copayments equal a discount of approximately 60%</li> </ul>
<i>Orthodontics</i>	<ul style="list-style-type: none"> <li>• Requires copayments</li> <li>• Copayments equal a discount of approximately 25%</li> <li>• Max one full course of treatment for dependent children under 19</li> </ul>

<b>Dental - PPO</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
<i>Annual Deductible</i>	<ul style="list-style-type: none"> <li>• \$25 Individual / \$100 Family (in network)</li> <li>• \$50 Individual / \$200 Family (out of network)</li> </ul>
<i>Preventive (2 exams/cleanings per Benefit Period)</i>	<ul style="list-style-type: none"> <li>• 100% of Maximum Allowance (in network)</li> <li>• 80% of Maximum Allowance (out of network)</li> </ul>
<i>Primary Services (X-Rays, Space Maintainers)</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>
<i>Restorative Services (Routine Fillings)</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>
<i>Emergency Services</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 80% of Maximum Allowance (out of network)</li> </ul>
<i>Endodontics</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>
<i>Periodontics</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (Out of network)</li> </ul>
<i>Oral Surgery</i>	<ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>
<i>Prosthetics</i>	<ul style="list-style-type: none"> <li>• 50% of Maximum Allowance (in and out of network)</li> </ul>
<i>Orthodontics</i>	<ul style="list-style-type: none"> <li>• 50% up to a lifetime max of \$1,250 (in and out of network)</li> </ul>

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

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

<b>HMO</b>	<b>Current</b>	<b>Effective 12/1/2022</b>	<b>Effective 12/1/2023</b>
Employee Only	1.50%	1.75%	2.25%
Employee + Spouse	2.00%	2.50%	3.25%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	3.00%	4.00%

<b>PPO</b>	<b>Current</b>	<b>Effective 12/1/2022</b>	<b>Effective 12/1/2023</b>
Employee Only	2.50%	2.75%	3.25%
Employee + Spouse	3.00%	3.50%	4.25%
Employee + Child(ren)	2.75%	3.25%	3.75%
Employee + Family	3.25%	4.00%	5.00%

<b>Dental</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
HMO	\$0
PPO	\$0

<b>Vision</b>	<b>Current (No Changes 12/1/22 or 12/1/23)</b>
Vision Plan	\$0

**APPENDIX D**  
**DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**974 CLOCK TOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, JDE Number: \_\_\_\_\_ understand that under the U.S. Constitution I have a right not to belong to a Union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Employer, please remit all dues deductions to:**  
Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

**APPENDIX E**  
**GRIEVANCE FORM**

**GRIEVANCE** (use additional sheets where necessary)

**Lodge/Unit No.:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Grievance No.:** \_\_\_\_\_



**Date Filed:** \_\_\_\_\_  
**Department:** County of Cook and Cook County Sheriff  
**Grievant's Name:** \_\_\_\_\_  
Last First MI

**STEP ONE**

**Date of Incident or Date Knew of Facts Giving Rise to Grievance:** \_\_\_\_\_  
**Article(s)/Sections(s) violated:** \_\_\_\_\_ **and all applicable Articles**  
**Briefly state the facts:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Remedy Sought:** \_\_\_\_\_ **in part and in whole, make grievant(s) whole.**

**Given To:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
 \_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

**Reasons for Advancing Grievance:** \_\_\_\_\_  
 \_\_\_\_\_

**Given To:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
 \_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.: \_\_\_\_\_ Year: \_\_\_\_\_ Grievance No.: \_\_\_\_\_

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given \_\_\_\_\_ Date

\_\_\_\_\_  
FOP Labor Council Representative



**SIDE LETTER**  
**TRAVEL REIMBURSEMENT POLICY**

Cook County and Labor Council agree that Cook County will recommend to the Cook County Board of Commissioners that the following revision of the Cook County Travel Reimbursement Policy be made.

**Current Language:**

The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 calendar days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

**Proposed Revision:**

In order to be eligible for reimbursement, the employee must submit the Transportation Expense Voucher by no later than the 20<sup>th</sup> day of the month following the month in which the travel expense was incurred unless the failure to submit a voucher within the 20-day period is due to extraordinary circumstances. The Transportation Expense Voucher shall then be reviewed and approved by the Department Head or a designated representative, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate. The Department must submit the Travel Expense Voucher to the Comptroller's Office by no later than the 60<sup>th</sup> day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period, as described above, will not be denied reimbursement for failure of the Department to timely submit the voucher to the Comptroller's office. A copy of the Transportation Expense Voucher shall be retained by the department.

**SIDE LETTER**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

The Employers and Labor Council are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and Labor Council agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree, to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

**SIDE LETTER**  
**SHUT DOWN DAYS**

The Employers agree that they will not implement any shutdown days from the date of execution of this side letter through the termination of the collective bargaining agreement. This Agreement shall automatically expire upon Cook County Board of Commissioners ratification of the successor Agreement. This agreement is non-precedential and shall not be used by either party in any proceeding except to enforce its terms. Further, the parties agree that by executing this agreement neither the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.

**SIDE LETTER OF AGREEMENT  
"ME-TOO" AGREEMENT**

If the Employer, subsequent to the ratification of this Agreement and prior to expiration of this Agreement, enters into any new agreement with Cook County Sheriff's Police Officers providing for increased wages, health insurance benefits, terms pertaining to Uniform Allowance, specialty pay and shift differential more favorable than those described in this Agreement, that the Employer shall immediately apply such provisions automatically to this agreement.

**FOR COOK COUNTY:**

Signature: [Signature]

Print Name and Title: Deputy Director

Date: 6-21-2022

**FOR THE COOK COUNTY SHERIFF:**

Signature: [Signature]

Print Name and Title: [Signature]

Date: 6/22/22

**FOR THE FRATERNAL ORDER OF POLICE, LABOR COUNCIL**

Signature: [Signature]

Print Name and Title: Kenneth L. Harris Attorney

Date: 6/17/22

Kendall Evans

17 JUN 2022

[Signature] 6/17/22