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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(A.F.S.C.M.E.), COUNCIL 31, LOCAL 3692, AFL-CIO  
(Representing Correctional Sergeants)

AND

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

EFFECTIVE

December 1, 2001 through November 30, 2004

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## COLLECTIVE BARGAINING AGREEMENT

### PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of the employees covered by this agreement (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31 for and on behalf of Local 3092 A.F.L.-C.I.O. (hereinafter referred to as the "Union").

It is the purpose of this agreement to achieve and maintain harmonious relations between the Employer and the Union to establish wages, hours 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. Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of the agreement.

#### Section 2. Union Membership:

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.

#### Section 3. Dues Check-off:

- A. **Deductions:** The Employer agrees to deduct from the pay of those employees who individually sign a written authorization the following:
1. Union membership dues, initiation fee required as a condition of membership, or a representation fee
  2. Union sponsored dental plan
  3. P.E.O.P.L.E. Deduction
- The request shall be on a form agreed to by the parties. The amounts deducted shall be set by

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the Union.

- B. **Remittance:** The deductions shall be remitted to the union along with a list of employees and the amount deducted from each employee.

The Union shall advise the Employer of any increase in dues, fair share fees, 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.

#### Section 4. Fair Share:

1. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6 (e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will have within 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of the members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matter affecting employee wages, hours and other conditions of employment.

3. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names of the addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.

4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

6. It is understood that if the Union procedure for handling fair share objectors has been subjected

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to review by the Illinois Local Labor Relations Board and found valid under Federal and State law, that procedure shall be followed by objecting employees.

**Section 5. Religious Exemption:**

Employees who are members of a church or religious body have a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (G) of the Illinois Public Labor Relations Act. The employees will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

**Section 6. 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 1. Employer Rights:**

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

- A. The Union recognizes the exclusive rights of the Employer 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 Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees and 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 work, productivity, reasonable performance and evaluation standards.
- C. The Union recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.

- D. The Employer has the right to make, publish and enforce general orders, rules and regulations, and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.

- E. The Employer has the right to enter into mutual aid and assistance agreements with other units or government.

- F. The Employer has the right to establish standards to which force, including deadly force, can be used.

- G. 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 the sole discretion of the Employer to determine that civil emergency conditions exist, which may include by not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer that call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities.

- H. During the term of this agreement the Employer shall have the exclusive right in his sole discretion and for any reason, to fill any regularized vacancy or transfer to such vacancy up to and including (3) three employees during the first contract year (2002), 3 three employees during the second contract year (2003), and (4) four employees during the third contract year (2004). The Employer will notify the Union prior to such transfers. The exercise of the "Employer Right" transfers shall not be subject to the grievance procedure.

**Section 2. Employer Obligation:**

The Union recognizes that this Agreement does not empower the Employer to do anything that 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.

**ARTICLE III  
HOURS OF WORK AND OVERTIME**

**Section 1. Purpose of Article:**

The provisions of this article are intended to define and establish regular work hours and 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 7. Regular Work Period:**

- A. The work schedule for Correctional Sergeants working in the Department of Corrections shall consist of five consecutive days of work and two consecutive days off.

Initial staffing will be done on a strict seniority basis allowing all Sergeants to choose shift, division and day off group with the understanding that, staffing numbers may be changed by the Employer from time to time as requirements justify and provided further that certain functions may require particular qualifications e.g. computer skills in the computer room, licensing for driving, etc. The establishment of such particular qualifications is the prerogative of management.

- B. Generally, the work week for Correctional Sergeants working in the DOC will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

6:00 a.m. - 2:00 p.m.  
2:00 p.m. - 10:00 p.m.  
10:00 p.m. - 6:00 p.m.

or

7:00 a.m. - 3:00 p.m.  
3:00 p.m. - 11:00 p.m.  
11:00 p.m. - 7:00 a.m.  
4:00 a.m. - 12:00 p.m.  
12:00 p.m. - 8:00 a.m.

Based on identified needs, the Employer will decide the number of Correctional Sergeants for each shift and days off. Any changes to the above work schedules will be discussed with the Union prior to implementation.

No Sergeant shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 to 4:00 p.m. one day, 4:00 to 12:00 midnight another day) within a seven (7) day period.

- C. Except as provided elsewhere in this Agreement, an Employer's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall be interrupted by a one (1) hour paid lunch break. In the event an employee is ordered not to take all or any part of his lunch break, he shall be compensated at the overtime rate of time and one-half (1-1/2) for such work.

- D. In general, the regular work day for a full-time employee shall consist of eight (8) consecutive

hours of work, in addition to Roll Call at the beginning of the shift, within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted by each department shall remain in effect. Employees shall continue to be paid on a bi-weekly basis.

1. It is understood that the Sheriff reserves the right to adjust schedules in case of an emergency. Notice of these changes should be given to the Union as soon as possible.
2. No employee shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8-4 p.m. one day, 4-12 midnight on another day), within a seven (7) day period.

**Section 3. Overtime Policy and Procedures:**

Contingent upon the needs of the Department of Corrections, qualifying employees will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. The goal of this program is to deliver increased pay to those employees who perform their jobs without incident and report to work on a consistent basis. The overtime pay shall be paid on a bi-weekly basis within the same time period as worked.

Employees will be eligible to participate in this program and earn money if they meet the following two requirements:

1. Must have had no discipline resulting in suspension in excess of 3 days, or any discipline for absenteeism or tardiness within the previous six months, beginning with the date of the signing of this Agreement.
2. Except for serious, documented illness, must not have taken more than 4 dock days within the previous six month period.

**Section 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 for all compensated hours worked (except sick leave) in excess of 80 hours in a bi-weekly pay period.

**Section 5. Overtime Work:**

Overtime shall be assigned to the employees within the Division and detail who are immediately available when the need for overtime occurs.

It is the intent of the parties that overtime will be distributed equitably among the employees in the Division and Unit.

- A. Overtime lists will begin from date of contract.

B. Scheduled overtime will be offered to Sergeants in descending order from the most senior to the least senior, using the following process:

1. Using Correctional Sergeants already at work and on duty (i.e., using the 8-4 shift for 4-12; 4-12 for 12-8, etc...);
2. The next Sergeants to be chosen for overtime are those on duty in other Divisions, followed by;
3. Sergeants on duty in Chief of Security;
4. Sergeants on duty in Sanitation and Kitchen;
5. Sergeants from the Division/Unit and shift in need who are on RDO;
6. Sergeants from the same Division/Unit, but on an RDO from another shift;
7. Any other Correctional Sergeant.

#### ARTICLE IV SENIORITY

##### Section 1. Probationary Period:

The probationary period for Correctional Sergeants shall be for one (1) year from the date of appointment/promotion, consistent with the rules and regulations of the Cook County Sheriff's Merit Board.

##### Section 2. Definition of Seniority:

County wide for purposes of the 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.

##### Section 3a:

Department seniority shall be defined as the seniority status of an employee in the classification of Sergeant.

##### Section 3. 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.

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.

For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. Number.

##### Section 4. Return to Represented List:

An employee who has been promoted or transferred shall be granted the seniority he/she would have had if the employer continued functioning in the classification of a Correctional Sergeant.

##### Section 5. Termination of Seniority:

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

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Absence for three (3) consecutive work days without notification to the department head or a designee;
- D. Failure to report to work at the termination of leave of absence or vacation;
- E. Absence from work because of layoff or any other reason 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) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the Employer;
- G. Engaging in gainful employment while on an authorized leave of absence unless permission was granted in advance by the Employer in writing.

##### Section 6. Seniority List:

After 30 days of the signing of this Agreement, and on December 1 and June 1 of each year the Sheriff will furnish the Union a list showing the name, number, address, classification, 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. 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. At least quarterly, the County



on behalf of all Local Unions covered by this Agreement, shall notify Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employment, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Council 31 shall, upon request, receive such information on computer tapes, where available.

## ARTICLE V JOB POSTING AND TRANSFERS

**Section 1. Vacancies:**  
A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units created, or when the Employer increases the number of employees in a facility/unit, except for details for not more than 60 days. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is suspended and removed for disciplinary reasons for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year.

### **Section 1a.**

A list of any vacancies so defined shall be submitted, in writing, to the union on a rotating thirty (30) day basis and shall include the sixty (60) day temporary assignments. A minimum maximum list for staffing of all areas to be submitted, in writing, by the Employer to the union on a six (6) month basis.

### **Section 2. Posting of Vacancies and Bidding:**

In order to bid for any vacancy, Sergeants must be on active duty status. No Sergeant shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of 30 days or more.

Whenever a recognized vacancy occurs within the division/unit, or any other new programs under the auspices of the Office of the Sheriff of Cook County where there are Correctional Sergeants, the vacancy will be posted and filled in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy the interested employees must submit their bids in writing to the Executive Director's office within the seven (7) day posting period.
- C. All vacancies will first be filled by the most senior employee who bids thereon, provided said

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employee had the ability to perform the job and said employee meets all qualification standards required by the unit.

- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.

- E. The Employer may temporarily assign employees regardless of seniority, without being required to post said temporary assignment, provided that at the time of assignment it is anticipated that the assignment will not exceed sixty (60) calendar days. The temporarily assigned employee will be reassigned to the position from which he was transferred upon the completion of the temporary assignment. Temporary assignments will not be used to avoid job posting and bidding. The temporary assignment shall not exceed 60 days without annual agreement. Notice shall be given of temporary assignments including dates of start/finish.
- F. It is recognized that the Employer shall fill a vacancy with the successful bidder within 15 days after bids are closed.

### **Section 3. Notification:**

The Employer shall inform the Chief Union Steward and/or a Union official at the quarterly meeting above, of the number of the recognized vacancies filled or transfers which the Employer exercised during the past 90 days.

### **Section 4. Transfer of Stewards:**

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

### **Section 5. Transfers:**

Any employee desiring a transfer shall fill out the appropriate form which will remain on file for a period of one year. The Employer will not arbitrarily transfer employees who do not desire to be moved from his/her current position.

### **Section 6. Exceptions to the Requirements of Job Posting, Bidding and Transfers:**

**Probationary Employees:** Notwithstanding any other provision of this Article V, the Employer has the exclusive right, on his sole discretion, to fill a recognized vacancy with any probationary employee without posting the vacancy for bidding. However, no later than sixty (60) days after said probationary employee fills a recognized vacancy, the Employer must post for bidding the position which the probationary employee is then assigned.

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ARTICLE VI  
RAISES OF PAY

**Section 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 Appendix A of 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:

Non-compounded 2% bonus on wages earned from 12/01/01 through 05/31/02 for all employees in pay status on the date the Cook County Board approves the agreement per past practice.

Effective with the first full pay period, on or after June 1, 2002	2.5%
Effective with the first full pay period, on or after December 1, 2002	2%
Effective with the first full pay period, on or after June 1, 2003	1%
Effective with the first full pay period, on or after December 1, 2003	3%

**Section 2. Court Time:**

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 3, Section 4 of this Agreement and the Fair Labor Standards Act.

ARTICLE VII  
HOLIDAYS

**Section 1. Designation of Holidays:**

A. The following days are hereby declared holidays except in emergency and for necessary operations, for employees in the bargaining unit. It is understood that for those employees working on a 5-on-2-off schedule holidays are included in the scheduling and may or may not fall on the appointed day:

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

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6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veterans Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

If is the intent of the Employer that all employees be granted twelve (12) holidays, or equivalent paid days off per year. Should certain holidays 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.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners.

C. Employees who work on any one of the six (6) major holidays, i.e., New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one half (1-1/2) for all hours worked, plus an additional day off with pay.

Employees who work on any one of the seven (7) minor holidays, shall receive straight time pay for all hours worked plus an additional day off with pay.

**Section 2. Holiday In Vacation:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation. Holidays must be used within one (1) year from date earned.

**Section 3. Floating Holidays:**

(a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedure for vacation selection except for the Circuit Court Clerk which shall be in accordance with their current practice for compensatory time or accrued time. Use of the floating holiday is restricted to a full day increment. Request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

(b) If an employee is required to work on an approved floating holiday, the employee shall

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receive one and one-half times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate plus eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

**ARTICLE VIII  
VACATIONS**

**Section 1. Vacation Leave:**

- A. All bargaining unit employees who have completed one 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:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru 20th	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial day 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.

- C. All individuals employed on a part-time work schedule shall be granted vacation leave with pay proportionate to the time worked per month.

- D. Employees may use only such vacation leave as has been earned and accrued provided, however, the five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service.

- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the 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.

- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

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

- H. Any Cook County employee who is a re-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.

- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

**Section 2. Vacation Preference and Scheduling:**

Insofar as practicable, vacations will be granted to meet the requests of employees. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority, by the date in current rank.

**ARTICLE IX  
WELFARE BENEFITS**

**Section 1. Hospitalization Insurance; Employee Contributions:**

- A. The Employer agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C.

- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1.5%) of their base salary as a contribution towards premiums Effective 12/01/2009, employees who have elected to enroll in the County's FMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (.5%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

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 schedule to go into effect on June 1, 1994, and January 1, 1995. Council 31 members shall receive the more favorable treatment as well.

C. Effective December 1, 1996, PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name prescription (\$5.00 if no generic is available).

D. HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription program. Effective 12/01/02, there will be mail order prescription drug co-pays of \$5.00 for generic drugs and \$10.00 for brand name drugs.

C. Effective 12/01/02, employees enrolled in the County's HMO health benefits plan will have a three dollar (\$3.00) office visit co-pay.

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 2. Sick Leave:

A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.616 days per pay period, in which an employee is in a pay status for a minimum of five (5) days 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) days.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and usage shall be maintained by each office, department, or institution. Severance of employment shall terminate all rights for the compensation hereunder. 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.

C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee, appointments with physicians, dentists, or other recognized practitioners, or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive workdays of absence due to illness, upon return to work all employees shall submit to their department head a doctor's certificate as proof of illness. Likewise, before being allowed to return to work, employees must receive permission from the County doctor. All time used shall be charged to the employee. In the event that an employer will be off for more than five (5) days, 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.

D. 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.

E. The employee may apply for disability under the rules and regulations established by the Retirement Board.

#### Section 3. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as a 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 4. Life Insurance:

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

#### Section 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 6. Maintenance of Benefits:

All economic benefits that are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such meet-and-confer discussions.

**Section 7. Employee Assistance Program:** Assistance Program (EAP) to function as a professional. 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 8. 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. 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 10. 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 11. Flexible Benefits Plan:** All employees shall be eligible to participate at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 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 13. Insurance Opt-Out:** Effective the first full pay period after 12/01 of each fiscal year, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opt-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employer, this amount be credited to a medical flexible spending account. Eligible employees and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt-out program.

**Section 14. Personal Support Program (PSP):** In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program, Effective 12/1/01. The Employer agrees to pay (\$27,000) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

The Union and Cook County share a mutual interest in improving bargaining unit members knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Personal Support Program.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's Personal Support Program is an acceptable option.

**Section 15. Me Too Clause:** The Employer agrees that if during the term of this Agreement it enters into any new agreement with contractors officers providing for increased wages, or health insurance benefits, or conditions more favorable than those described in this Agreement, that the Employer shall immediately apply such provisions automatically to this Agreement.

ARTICLE X  
ADDITIONAL BENEFITS

**Section 1. Bereavement Leave:**

- A. Excused leave with pay will be granted for three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren, grandparents, spouse's parents or such persons who have reared the employee.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

**Section 2. Maternity/Paternity Leave:**

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

**Section 3. Personal Days:**

All employees except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days

shall not be used in increments of less than one-half (1/2) day at a time. Personal days shall not be used as additional vacation leave.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status, except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

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

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to such approval. In crediting personal days, the fiscal year shall be divided into the following quarters:

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

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

#### **Section 4. Jury Duty:**

Approval will be granted for leave with pay for any jury duty imposed upon an employee. Any compensation, however, exclusive of travel allowance received, must be turned over to the employer by the employee.

#### **Section 5. Drills:**

All employees who attend monthly drills on the weekends that are not on their regular days off must work two of their regular days off before attending the drill. If the employee does not work off days first, the Sheriff/Designee will allow the employee to take vacation, comp. time, or personal days for the weekend. The employee must notify the Sheriff/Designee in writing (To/From) at least 10 working days before the scheduled drill date.

#### **Section 6. Educational Funds:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of Thirty Thousand Dollars (\$30,000.00) for all AFSCME Council 31 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such course work shall be employment related. An employee may

request funds up to an amount no greater than four hundred fifty dollars (\$450.00) 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 7. School Conference and Athletic Leave:**

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

## ARTICLE XI LEAVES OF ABSENCE

#### **Section 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.

- A. Leaves of absence without pay may be granted any member of the Department of Corrections. The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall be returned to the same or comparable position he or she held at the time the leave was granted. Leaves of absences shall not be granted to any Correctional Sergeant who has not completed his or her probationary period.

- B. All leaves of absence, except for military service, shall be for one year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence may be granted by the Sheriff with notification to the Merit Board. A Sergeant who fails to return to his/her position following the granted leave, or to request and be granted a new leave or absence on or before the expiration of this first leave, shall be deemed to have resigned.

#### **Section 2. Seniority on Leave:**

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

#### **Section 3. Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article IX in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deduction or otherwise must be made with the County's Payroll Office prior to departure on the leave.

For the failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work.

**Section 4. Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union that requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for each employee. Sick pay, vacation pay and insurance benefits will be provided as set forth in Section 3 of this Article.

Elected delegates will be permitted to attend a state AFSCME 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 national and/or state conventions.

**Convention delegates as per the following per local:**

- Less than 100 - 1
- Less than 200 - 2
- Less than 300 - 3
- Less than 400 - 4

One per additional thousand or fraction thereof.

**Section 5. Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

An employee who has at least six (6) months or more of continuous actual service and is member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

**Section 6. Veterans' Conventions:**

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

1. The employee must be delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the conventions

4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.

5. The employee must produce, upon returning from the convention a registration card signed by a proper official of the convention, indicating attendance.

**Section 7. Family Responsibility Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e. up to twelve (12) weeks and meeting FMLA standards.

**Section 8. Educational Leave:**

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

**Section 9. Use of Benefit Time:**

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

**ARTICLE XII  
GRIEVANCE PROCEDURE**

**Section 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.

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

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

The term "Employer" as used throughout this procedure refers to both the County and the Sheriff as "Joint Employers". It is recognized that because a joint employer relationship exist, 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 the 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 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 terms of this Agreement between the Employer and Union. 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 3. Representation:

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

### Section 4. Grievance Procedure Steps:

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

Step	Submission Time Limit, This Step (calendar days)	To Whom Submitted	Time limits Meeting (working days)	Response (working days)
1	15 days	Superintendent/ Designee	5 days	5 days
2	5 days	Asst. Exec. Dir./ Designee	5 days	5 days
3	10 days	Sheriff/Designee or Human Resources Director/Designee	15 days	15 days
4	30 days	Impartial Third Party	15 days	30 days

### Step One:

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



#### Step Two:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, and returns it to the Steward. The Steward presents the grievance to the Superintendent or Unit Commander/Designer.
2. Within the five (5) working days after receipt, the Superintendent or Unit Commander/Designer shall meet with the employee to discuss the grievance.
3. Within the five (5) working days after the meeting specified in (2) above, Superintendent or Unit Commander/Designer writes the final answer on the Grievance Form and transmits the answer to the employee.
4. If the answer is satisfactory or if the employee fails to advance the grievance within ten (10) calendar days after the Step 2 answer is due, the grievance procedure is concluded.

#### Step Three:

1. Within ten (10) calendar days after receipt of the Step 3 answer, the employee states that the answer given at Step 3 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, and returns it to the Steward. If the Union concurs the Steward will advance the Grievance to the Sheriff/Designer.
2. Within fifteen (15) working days of receipt of the letter, the Sheriff/Designer will hear an appeal and submit a written decision to the employee within fifteen (15) working days.

#### Step Four: Impartial Arbitration:

1. If the Union is not satisfied with the Step 4 answer, it shall within thirty (30) days after receipt of the Step 4 answer submit in writing to the Employer notice that the grievance is to enter

Impartial Arbitration. If the two 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 parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

2. 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.
3. 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.
4. The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.
5. 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.

#### Section 5. Time Limits:

The initial time limit for presenting a grievance shall be fifteen (15) days. Time limits may be extended by mutual agreement in writing between the employee under the Union and the Employer.

#### Section 6. Stewards:

- A. 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.

B. Therefore, certain units shall be represented by three (3) union stewards, of which, one (1) shall be the day shift, one (1) for the afternoon shift, and one (1) for the night shift. Those units shall be: Division I, Division II, Division III, Division IV, Division V, Division VI, Division VII, Division VIII, Division IX, Receiving, Chief of Security, Hospital, and Divisions X.

C. The units Records and Transportation shall have two (2) Union Stewards and Administration shall have one (1) Union Steward.

The Employer recognizes that AFSCME Local 3692 shall be granted a total of one (1) Chief Steward to service the member 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.

#### Section 7. 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 times be subject to general Sheriff Department rules applicable to non-employees.

#### Section 8. 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 meetings 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. 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 herein. A Committee shall be established where the Employer and the Union shall meet to explore ways to

improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than 8 appointees from each party and in the case of the other employers, no more than 5 appointees from each party.

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

#### Section 9. Advance Step Filing:

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

### ARTICLE XIII DISCIPLINE

General Statement: This policy shall apply to all Correctional Sergeants under the jurisdiction of the Sheriff of Cook County. The term "Employee", as used throughout this procedure, shall also be understood to include any recognized employee representative.

#### Section 1. Purpose:

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

#### Section 2. Policy:

A. Disciplinary action is taken when an employee has committed an infraction of a County rule or regulation or general or special order of the Sheriff's Office as specified in rules governing employer conduct or other behavior deemed unacceptable.

B. Grounds for disciplinary action generally fall into five (5) basic categories:

1. Attendance problems
2. Insubordination
3. Unsatisfactory work performance
4. Misconduct on the job
5. Certain instances of misconduct off the job

In general, acts committed while off duty will not be grounds for disciplinary action, unless the results of such acts significantly impair the ability of the employer to perform his/her work, or adversely affect the operations of the employing department or bring County service into public disrepute.

- C. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the employee's unacceptable conduct or behavior and is based upon the commission of the same or similar infraction, except for major cause infractions as defined elsewhere.
- D. In general, discipline will include the following steps:
  1. Written reprimand(s)
  2. Suspension(s)
  3. Discharge
- F. Disciplinary action for major cause infractions need not be progressive. Examples of major cause infractions include, but are not limited to the following misconduct by an employee:
  1. Negligence leading to an escape.
  2. Negligence resulting in injury to a staff member or inmate.
  3. Desertion of post
  4. Embarrassment or theft of detainee, employee or County property.
  5. Failure to observe all Federal, State and Local laws.
  6. Failure to properly register weapon(s) or improper use of a weapon.
  7. Willful destruction of property.
  8. Bringing contraband into the institution.
  9. Absence of three (3) consecutive work days without notifying the officer of the Chief of Security.
  10. Inmate, employee or visitor abuse.
  11. More than (4) medical days absent provided that the employee does not have sufficient time to cover those medical absences or other absences within any consecutive twelve (12) month period, that cannot be documented as a major or chronic illness, disability or injury on duty. A doctor's statement will be required in individual instances where the department has sufficient reasons to suspect that the individual did not have a valid health reason for the absence.
  12. More than six (6) tardies in any consecutive twelve (12) month period.

- 13. Use, possession or being under the influence of controlled substances or unprescribed drugs.
- 14. Use, possession, or being under the influence of alcohol at work.
- 15. Major acts of insubordination.
- 16. Sleeping on duty verified by more than one person.
- F. Sick time is not to be used by employee's as vacations or simply to take time off with pay, but employees shall not be discipline for the bona fide use of sick time. The Employer shall keep the Union informed of employees suspected of abusing sick time and the Union will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive or chronic absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse or abuse or medical time and dock time. The parties agree that when an employee is "written-up" for misuse of sick leave, that Employer shall provide a doctor's note at or before his/her Step 1 grievance hearing. In the event, the Employee fails to provide such documentation, the grievance shall be denied.
- G. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.
- H. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee (example: never on roll call or in the presence of an inmate or visitor).
  - 1. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:
    1. Documentation of employee's past conduct.
    2. Whether or not the employee was adequately warned and counseled of the consequences of his/her conduct.
    3. Length of service.
    4. Seriousness and circumstances of the infraction.
    5. County or Sheriff's Office practice in similar cases.

6. Motives and reasons for violating a rule.

**Section 3. Appeals Procedures:**

Department disciplinary actions for suspensions of thirty (30) days or less shall be subject to the grievance procedure. Merit Board action is subject to administrative review of the Circuit Court of Cook County. Grievances involving written reprimands shall be initiated at Step 1 and may be processed only through Step 3 of the grievance procedure. Should the union consider the suspension of an employee to be improper, the Union shall submit a written grievance to the Sheriff or his/her designated representative within ten (10) calendar days of the Union's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

**Section 4. Disciplinary Action Form:**

- A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Union shall contain at least the following:
  1. Name of employee being disciplined.
  2. Date of report.
  3. Date and time of infraction.
  4. The infraction committed, with a description.
  5. Supervisor signature space.
- B. The disciplinary action form is given to an employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the employee. If the employee refuses to sign the form, the refusal will be noted in the space designated for the employee's signature by both the supervisor and the union steward.
- C. Copies of the disciplinary action form are distributed as follows:
  1. The Employee
  2. The appropriate personnel office
  3. Chief Steward
  4. Executive Director
  5. Superintendent and/or unit supervisor

6. Internal Investigations

**Section 5. Suspension for Thirty (30) Calendar Days or Less:**

Suspensions for thirty (30) calendar days or less may be given when there have been previous disciplinary action or for the first infraction of a serious nature.

- A. Suspensions for thirty (30) calendar days or less is documented on a disciplinary action form and given to an employee in a conference, after approval of the Sheriff/Designee.
- B. A disciplinary action form is completed and distributed as specified previously.
- C. A disciplinary action form documenting a suspension of three (3) days or less will be disregarded and removed from the employee's personnel file after eighteen (18) months from the occurrence provided that the employee has received no other suspension during this eighteen (18) month period. If there was another suspension of three (3) days or less during this time period, then the disciplinary action forms will be so removed eighteen (18) months after the employee's last suspension.
- D. A disciplinary action form documenting a suspension of more than three (3) days for a single infraction, but less than thirty-one (31) days shall not be considered against the employee for purposes of promotion after five (5) years from the occurrence, provided that the employee has not received any other suspensions involving more than three (3) days for a single infraction during this five (5) year period.

**Section 6. Disciplinary Action that May Apply to Summary Punishment**

(See Summary Punishment provisions adopted simultaneously with this Disciplinary Action Policy and Procedure.)

**Section 7. Suspensions of More Than Thirty (30) Days or Discharge:**

Suspension of more than thirty (30) days or discharge shall be handled by Merit Board action in accordance with the State of Illinois Statutes (Chapter 125 of the Illinois Revised Statutes).

**Section 8. Cook County Sheriff's Merit Board:**

It is understood that employees are subject to the rules and regulations of the Cook County Sheriff's Merit Board. Any disciplinary actions referred to the Merit Board seeking discipline in excess of thirty (30) days, including discharge, are not subject to the terms and conditions of this Agreement.

**Section 9. Union Representation:**

The right to be represented at any step of the disciplinary action rests solely with the employee.

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.

ARTICLE XIV  
SUMMARY PUNISHMENT

Section 1. Purpose:

- A. Defines the scope of Summary Punishment procedures.
- B. Identifies those acts or omissions which are considered less serious misconduct of a minor nature.
- C. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.
- D. Sets forth procedures to be followed by supervisory personnel in imposing Summary Punishment.

Section 2. Definition:

- A. Summary Punishment is an alternative to formal disciplinary procedures when conduct defined as a less serious misconduct is observed by or comes to the attention of a department supervisor.
- B. Less serious misconduct are acts of omissions, not of serious nature, which tend themselves to prompt and appropriate corrective action. It would include those violations of the Department of Corrections rules, orders and procedures which pose no threat to the safety or security of correctional staff, inmates or the institution.

Examples of less serious misconduct include but are not limited to:

- 1. Tardiness for duty. A Sergeant shall be deemed to be tardy if the Sergeant fails to physically report for duty at the assigned starting time.
- 2. Failure to comply with department uniform standards.
- 3. Taking excessive time for lunch.
- 4. Failure to provide prompt, correct and courteous service.
- 5. Tardiness or failure of a Sergeant to appear in court or to notify superiors of his inability to appear.
- 6. Failure to perform assigned tasks.
- 7. Inattention to duty i.e., lounging on post, unnecessary visiting with citizens or other officers or non-sworn members except for official business, excessive phone calls.
- 8. Minor abuse of medical roll.

- 9. Being unfit for duty for reasons other than major cause infractions.
- 10. Absence without permission under conditions other than major cause infractions.
- 11. Minor traffic offense.
- 12. Failure of a sworn Sergeant to comply with department weapons regulations.
- 13. Minor acts of disrespect to a superior officer.
- 14. Possessing a commercial type radio, television, personal camera or tape recorder while on duty.
- 15. Transporting persons in a department vehicle, except for official use.
- 16. Reading commercial publication in public view.
- 17. Misuse of department equipment or vehicles.
- 18. Use of loud and profane language.
- 19. Failure to present a neat and professional appearance.

Section 3. Summary Punishment Limitations:

- A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment. Care will be taken that critical assignments are not left unstaffed as a result of the imposition of Summary Punishment.
- B. The Summary Punishment which may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:  
FIRST OFFENSE: - A written reprimand.  
SECOND OFFENSE: - Suspending an affected member for one (1) day without pay.  
THIRD OFFENSE: - Suspending an affected member three (3) days without pay.  
More than three (3) sustained less serious misconduct charges will result in action taken under major cause infraction.

- C. In cases of tardiness, Summary Punishment which may be administered shall be limited to the following:

- 1. Three (3) tardies in any consecutive twelve (12) months -- written reprimand.

2. Four (4) tardies in any consecutive twelve (12) months -- one (1) day off without pay.
  3. Five (5) tardies in any consecutive twelve (12) months -- two (2) days off without pay.
  4. Six (6) tardies in any consecutive twelve (12) months -- three (3) days off without pay.
  5. More than six (6) tardies within any consecutive twelve (12) month period shall be considered and result in a disciplinary action for major cause infraction.
- D. In cases of minor abuse of medical roll, Summary Punishment shall be applied when a Sergeant commits any one or more of the four (4) following acts:
1. Calls the department claiming medical, but does not have enough time to cover those days.
  2. Does not tender medical statements substantiating his absence - four (4) straight working days are lost including days off.
  3. Fails to call the department within prescribed time limits to explain an absence (absent late call or absent no call). Additionally, in the case of no call, Summary Punishment shall be in addition to one (1) day off suspension without pay for not calling in.
  4. Calls in claiming medical while working another job. First offense -- three (3) days without pay.
- The Summary Punishment which may be administered in cases of minor abuse of medical roll as set out above shall be limited to the following:
1. First offense within any consecutive twelve (12) month period - a written reprimand.
  2. Second offense within any consecutive twelve (12) month period - one (1) day of suspension without pay.
  3. Third offense within any consecutive twelve (12) month period - two (2) days of suspension without pay.
  4. Fourth offense within any consecutive twelve (12) month period - three (3) days of suspension without pay.
  5. More than four offenses within any consecutive twelve (12) month period shall constitute and result in disciplinary action or major cause infraction.
- E. A Sergeant who develops a history of repeated less serious misconduct shall constitute and result in disciplinary action against said Sergeant for major cause infraction.

1. De-deputization is a process wherein the Officer is required to relinquish his/her deputy card and credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-deputization except for just cause.
    2. Re-deputization - all sergeants who have been de-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of, shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.
  - F. A Sergeant will be allowed to use accumulated time (i.e. personal days or work regular days off) without pay to satisfy days off without pay, i.e., suspension, imposed against said Sergeant as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.
  - G. Action recommended under Summary Punishment shall not bar a recommendation for a more severe penalty, when additional facts give rise to a potentially more serious offense.
  - H. Summary Punishment shall not be used to process a citizen complaint. All citizen complaints shall be forwarded to the Internal Investigation Division.
- Section 4. Procedures:**
- A. When a Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within thirty (30) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following three (3) options:
    1. Acceptance of the recommendation Summary Punishment which shall constitute a waiver of the grievance procedure.
    2. Refuse to accept the Summary Punishment and request a hearing which shall constitute a waiver of the grievance procedure.
    3. Refuse to accept the Summary Punishment and implement the Grievance Procedure.
  - B. Acceptance of Summary Punishment:
    1. Upon acceptance of the Summary Punishment by the affected member, the initiating supervisor shall sign the Summary Punishment Action Request form in the indicated signature block along with the affected member and forward the form with any other pertinent documentation to the Shift Commander. The Shift Commander shall review the

form for completeness and accuracy and sign in the appropriate signature block indicating approval or disapproval. The Shift Commander then shall forward the form to the appropriate Superintendent/Unit Supervisor, who shall review the form with any other attached pertinent information and sign in the appropriate signature block indicating approval or disapproval. The Superintendent/Unit Supervisor shall then forward the form to the Executive Director/Designee for final approval.

2. Each level of review shall have the authority to alter the recommendation within the scope of the Summary Punishment limitation contained in this Article.

C. Refusal - Request for Hearing

3. Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for the request of a hearing, the Summary Punishment Action Request form shall be forwarded through the same Chain of Command as delineated in B. (1) above. Each level of review shall have the authority to alter or disapprove the prior recommendation within the scope of the Summary Punishment limitations contained in this Article.

2. If the affected member still requests a hearing, the Executive Director/Designee shall submit the Summary Punishment Action Request to a hearing board for final determination. The hearing board's determination shall be binding and final on both parties and not subject to the grievance procedure.

D. Refusal - Grievance

1. Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for grievance, the affected member shall have 15 calendar days to submit a union grievance form to Step 1 of the grievance procedure. Failure to submit a union grievance form within the time limits shall constitute a waiver of the grievance procedure and acceptance of the Summary Punishment.

E. Miscellaneous

1. Nothing contained in this Article shall preclude obtaining an internal investigation number and investigation, when additional facts give rise to a potentially more serious charge.

2. A copy of the Summary Punishment Action Request form shall be forwarded to the personnel/payroll supervisor and indicate all pertinent information for payroll/timekeeping purposes.

F. Summary Punishment Action Request Form (SPAR)

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employees personnel file after eighteen (18) months from the occurrence, provided that the employee had received no other written reprimand or suspension during the eighteen month time

period. If there is another written reprimand or suspension of three (3) days or less during this time period, then the (SPAR) will be removed eighteen months after the employee's last written reprimand or suspension.

ARTICLE XV  
CONTINUITY OF OPERATION

Section 1. No Strike

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

Section 2. Union Responsibility

Should any activity proscribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately;

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees, stating the Union disapproves of such action instructing all employees to cease such action and return to work immediately;
- (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 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 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 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 XVI MISCELLANEOUS

##### Section 1. No Discrimination:

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

It is the policy of the Employer that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer that may be expected to develop.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, disability, or activity on behalf of the Union.

##### Section 2. 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 appropriate committee as set forth in Section B below.

B. **Health and Safety Committee:** The Employer and AFSCME 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, unsatisfactory conditions, inadequate personal security for employees, or inadequate lighting.

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

C. **Video Display Terminals:** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

The Employer agrees that employees who operate VDT's will be granted 15 minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two 15 minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDT's may request an adjustment, temporary transfer, or other change in their assignment. If such adjustment or change can reasonably be made and is County's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

D. **Communicable Diseases:** The Employer and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the work place. 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 reasonably believes that she/he has become infected with TB, HIV or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or TB screening test vaccine at no cost to the employee.

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 non-privileged information and shall develop a comprehensive policy/policies to be applied to specific work places. 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.

The Employer will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The Employer also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Union to discuss same.

##### Section 3. Doctor's Statement:

An employee who has been off duty for five (5) consecutive days 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. Examination must be conducted on employee's own time.



For health related absences of less than five (5) days, a doctor's statement or proof of illness will not be required except in individual instances where the County has sufficient reasons 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 4. Paychecks/Direct Deposit:**

The County shall endeavor to have checks discontinued in a timely manner. Pay day for the employees and The County shall endeavor to have checks discontinued in a timely manner. Management will endeavor to have overtime checks within two weeks of the last day of the pay period, during which the overtime was earned.

The County will implement a direct deposit program to the bank of the employee's choice when it is capable of doing so, however, in no event later than January 1, 1998. The receiving bank must be capable of receiving direct deposit.

**Section 5. Bulletin Boards:**

The Employer will make bulletin boards or space available for the use of the Union at all work sites and each department. The Union will be permitted to have posted on these bulletin boards notices of a routine, non-controversial nature. All other postings 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 6. 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, sub-contract where circumstances warrant.

The Employer will notify the Union at least five (5) months in advance when such changes are contemplated and will negotiate the contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining units.

**Section 7. Technological Changes:**

When the Employer intends to make technological changes that adversely affect employee working conditions or jobs, the Employer will make every effort to retain employees to new job requirements. In cases where this is not possible, the Employer will attempt to train an employee for other, similar skills or to transfer the employee to a similarly compensated position.

When technological changes are contemplated, the Employer will notify the Union in order to negotiate those changes and their impact, if any, on the employees.

**Section 8. Employee Development and Training:**

The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this contract. If such changes occur, the Employer shall give

primary consideration to the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

**Section 9. Personnel Files:**

The Employer shall maintain personnel records in accordance with the Personnel Records Review Act. Upon written request to the Departmental Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and the Employer, subject to any relevant laws governing such files.

**Section 10. 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.

**Section 10.A. Union and County Meetings, Respective 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.

**Section 11. Meeting Rooms:**

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

**Section 12. Partial Invalidation:**

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

**Section 13. Uniform Peace Officer's Disciplinary Act:**

It is agreed that employees are subject to the Uniform Peace Officers Disciplinary Act. (P.A. 83-981)

**Section 14. 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.

**Section 15. Upward Mobility Program:**

**A. Goals and Priorities.** It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employer and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities for the establishment of the Upward Mobility Program.

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services. Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME.

**B. Needs Assessment.** The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in Section A, and shall make a recommendation to the parties not later than June 1 of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1 of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 1, and are designed to supplement existing employer training and development programs.

**Section 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) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

**Section 17. Auto Insurance:**

The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no-claim basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential

carrier(s), and any problems the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

**Section 18. Americans with Disabilities Act:**

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the American 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 practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

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 any other applicable statute.

**Section 19. Meeting Attendance:**

Employees required to report to D.O.C. solely for the purpose of attending meetings shall be paid one hour's pay for travel.

**Section 20. Bilingual Pay:**

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

**Section 21. Uniform Allowance:**

The uniform allowance shall be \$650.00 per fiscal year.

**Section 22. Contract Implementation:**

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

**Section 23. 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 24. Secondary Employment:**

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances, the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. If the secondary employment involves any type of security work, an indemnity form must be signed by the employer and submitted with the secondary employment request. Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employees ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

**ARTICLE XVII  
DURATION**

**Section 1. Term:**

This Agreement shall be effective on December 1, 2001 and shall remain in effect through November 30, 2004. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

**Section 2. Notice:**

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

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 500  
Chicago, Illinois 60602
2. Sheriff  
Richard J. Daley Center - Room 704  
Chicago, Illinois 60602
3. Chief, Bureau of Human Resources  
118 North Clark - Room 840  
Chicago, Illinois 60602

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

AFSCME Council 31  
29 North Wacker Drive, # 800  
Chicago, Illinois 60606

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

Signed and entered into this 9th day of JANUARY 2003.

COUNTY OF COOK:

BY:

*John H. Stroger, Jr.*  
JOHN H. STROGER, JR., President  
Cook County Board of Commissioners

Michael F. Stebbins  
Sheriff

*David Orr*

DAVID D. ORR  
Cook County Clerk

UNION: American Federation of State, County and Municipal Employees  
(A.F.S.C.M.E.), Council 31 for its and on behalf of Local 3692

BY:

*James H. Orr*  
James H. Orr P.O. No. 01.07.2003

*Raymond J. Stebbins* 1-7-03

*Michael F. Stebbins* 1-7-01

*John Calloway - Dennis* 1-7-2003

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APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS  
JAN 09 2003

COM \_\_\_\_\_

TOTEL P. 82

APPENDIX A  
AFSCMAE 3692

JOB CODE	GRADE	TITLE
1361	CO2	Correctional Sergeant

3692COSTA.E

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**COUNTY CORRECTIONAL COMPENSATION PLAN**

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LONGEVITY RATE AND 25 YRS. OF SERVICE
<i>CO1 (12/1/00 rates still in effect).</i>										
CO1										
Hourly	17,452	18,257	19,171	20,113	21,057	21,898	22,772	23,681	24,623	25,608
Bi-Weekly	1,396.16	1,460.56	1,533.68	1,609.04	1,684.56	1,751.84	1,821.76	1,894.48	1,969.84	2,048.64
Annual	36,300	37,974	39,875	41,835	43,798	45,547	47,365	49,256	51,215	53,264
CO2										
Hourly	19,651	20,613	21,583	22,629	23,675	24,618	25,597	26,620	27,677	28,780
Bi-Weekly	1,572.08	1,649.04	1,726.64	1,810.32	1,894.00	1,969.44	2,047.76	2,129.60	2,214.16	2,302.40
Annual	40,874	42,875	44,892	47,068	49,244	51,205	53,241	55,369	57,568	59,862
CO3										
Hourly	20,468	21,454	22,449	23,569	24,653	25,634	26,657	27,719	28,822	29,973
Bi-Weekly	1,637.44	1,716.32	1,795.92	1,885.52	1,972.24	2,050.72	2,132.56	2,217.52	2,305.76	2,397.84
Annual	42,573	44,624	46,693	49,023	51,278	53,318	55,446	57,655	59,949	62,343
CO4										
Hourly	22,449	23,569	24,653	25,829	27,085	28,165	29,288	30,457	31,674	32,937
Bi-Weekly	1,795.92	1,885.52	1,972.24	2,066.32	2,166.80	2,253.20	2,343.04	2,436.56	2,533.92	2,634.96
Annual	46,693	49,023	51,278	53,724	56,336	58,583	60,919	63,350	65,881	68,508
CO5										
Hourly	24,653	25,829	27,085	28,361	29,716	30,903	32,132	33,417	34,748	36,131
Bi-Weekly	1,972.24	2,066.32	2,166.80	2,268.88	2,377.28	2,472.24	2,570.56	2,673.36	2,779.84	2,890.48
Annual	51,278	53,724	56,336	58,990	61,809	64,278	66,834	69,507	72,275	75,152

Payroll

Rates in effect December 1, 2002

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**COUNTY CORRECTIONAL COMPENSATION PLAN**

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LONGEVITY RATE AND 25 YRS. OF SERVICE
<i>CO1 (12/1/00 rates still in effect).</i>										
CO1										
Hourly	17,452	18,257	19,171	20,113	21,057	21,898	22,772	23,681	24,623	25,608
Bi-Weekly	1,396.16	1,460.56	1,533.68	1,609.04	1,684.56	1,751.84	1,821.76	1,894.48	1,969.84	2,048.64
Annual	36,300	37,974	39,875	41,835	43,798	45,547	47,365	49,256	51,215	53,264
CO2										
Hourly	20,044	21,025	22,015	23,082	24,149	25,110	26,109	27,152	28,231	29,356
Bi-Weekly	1,603.52	1,682.00	1,761.20	1,846.56	1,931.92	2,008.80	2,088.72	2,172.16	2,258.48	2,348.48
Annual	41,691	43,732	45,791	48,010	50,229	52,228	54,306	56,476	58,720	61,060
CO3										
Hourly	20,877	21,883	22,898	24,040	25,146	26,147	27,190	28,273	29,398	30,572
Bi-Weekly	1,670.16	1,750.64	1,831.84	1,923.20	2,011.68	2,091.76	2,175.20	2,261.84	2,351.84	2,445.76
Annual	43,424	45,516	47,627	50,003	52,303	54,385	56,555	58,807	61,147	63,589
CO4										
Hourly	22,898	24,040	25,146	26,346	27,627	28,728	29,874	31,066	32,307	33,596
Bi-Weekly	1,831.84	1,923.20	2,011.68	2,107.68	2,210.16	2,298.24	2,389.92	2,485.28	2,584.56	2,687.68
Annual	47,627	50,003	52,303	54,799	57,464	59,754	62,137	64,617	67,198	69,879
CO5										
Hourly	25,146	26,346	27,627	28,928	30,310	31,521	32,775	34,085	35,443	36,854
Bi-Weekly	2,011.68	2,107.68	2,210.16	2,314.24	2,424.80	2,521.68	2,622.00	2,726.80	2,835.44	2,948.32
Annual	52,303	54,799	57,464	60,170	63,044	65,563	68,172	70,896	73,721	76,656

DENTAL PLAN

DMO (DentaCap)	Status Quo
Alternative Plan	PPO (In/Out)
Maximum Benefit	\$1,300/person/yr
Deductible	\$0/\$50/person \$10/\$150/family
Preventive Services: (No Deductible)	100%/80%
Primary Services: (X-Rays, Space Maintainers)	80%/60%
Restorative Services: Routine Fillings Crowns Inlays & Onlays	80%/60% 50%/50% 50%/50%
Emergency Services	80%/80%
Endodontics	80%/60%
Periodontics	80%/60%
Oral Surgery Simple Extraction Surgical Extraction	80%/60% 80%/60%
Prosthetics	50%/50%
Orthodontics Lifetime Limit:	Children & Adults \$1,350.00/Case 50%/50%

APPENDIX B (Rev. 11/01)

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-02	COOK COUNTY POS 12-01-02
	IN-NETWORK / OUT-OF-NETWORK	
INDIVIDUAL DEDUCTIBLE FAMILY DEDUCTIBLE (ANNUAL)	NONE NONE	NONE / \$200 NONE / \$400
INDIVIDUAL OUT-OF-POCKET MAXIMUM COINSURANCE FAMILY OUT-OF-POCKET MAXIMUM COINSURANCE (EXCLUDING OUT-OF-NETWORK HOSPITAL DEDUCTIBLES AND UTILIZATION REVIEW PENALTIES)	NONE NONE	\$1,000 / \$3,000 \$2,000 / \$6,000
LIFETIME MAXIMUM	UNLIMITED	NONE / \$1,000,000
OUTPATIENT SERVICES (MEDICAL & SURGICAL)		
PREVENTIVE CARE (ADULT) DIAGNOSTIC SERVICES (Performed in lab/hospital)	\$3 CO-PAY/MEMBER/VISIT 100% 100%	\$20 CO-PAY / NOT COVERED \$20 CO-PAY / 60% 90% / 60%
OUTPATIENT SURGERY CENTER		
PEDIATRIC CARE	\$3 CO-PAY/MEMBER/VISIT	\$20 CO-PAY / 60%
INJECTIONS & IMMUNIZATIONS	\$3 CO-PAY/MEMBER/VISIT	\$20 CO-PAY / 60%
ALLERGY TESTING	\$3 CO-PAY/MEMBER/VISIT	\$20 CO-PAY / 60%
INFERTILITY TREATMENT PROGRAM	100% (SUBJECT TO STATUTORY MINIMUM OF 4/2 ATTEMPTS OF IN-VITRO FERTILIZATION)	\$20 CO-PAY / 60% (SUBJECT TO STATUTORY MINIMUM OF 4/2 ATTEMPTS OF IN-VITRO FERTILIZATION)

OUTPATIENT FACILITIES CHARGES BENEFIT OVERVIEW	100%	COOK COUNTY HMO 12-01-02	90% / 60%	COOK COUNTY POS 12-01-02
ALL OUTPATIENT PHYSICIAN SERVICES		\$3 CO-PAY/MEMBER/VISIT		\$20 CO-PAY /60%
INPATIENT SERVICES (MEDICAL & SURGICAL)				
HOSPITAL SERVICES (SEMI-PRIVATE ROOM)	100%			90% / 60% AFTER \$400 DEDUCTIBLE (MAX. OF 2 PER FAMILY PER YEAR)
SURGERY & ANESTHESIA (PHYSICIAN CHARGES)	100%			90% / 60%
PHYSICIAN VISITS	100%			90% / 60%
DIAGNOSTIC TESTS	100%			90% / 60%
ALL OTHER SERVICES EXCLUDING PERSONAL & COMFORT ITEMS	100%			90% / 60%
UTILIZATION REVIEW NON-NOTIFICATION PENALTY		NONE APPLICABLE		NONE / \$700
EMERGENCY SERVICES				
VISITS TO EMERGENCY ROOM FOLLOWING LIFE-THREATENING INJURY OR ILLNESS	100%			100% / 100% FOR EMERGENCY CARE AS DEFINED
AMBULANCE	100%			80% / 80%
MATERNITY CARE				
INPATIENT OBSTETRICAL SERVICES	100%			90% / 60%
PRE-NATAL & POSTNATAL CARE		\$3 CO-PAY/MEMBER FOR INITIAL VISIT		\$20 CO-PAY / 60%

2

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-02	COOK COUNTY POS 12-01-02
EYE CARE		90% / 60%
CARE FOR EYE INJURY OR DISEASE	100%	
MENTAL HEALTH/CHEMICAL DEPENDENCY/SUBSTANCE ABUSE COMBINED MAXIMUM BENEFITS FOR IN/OUT PATIENT MENTAL HEALTH & SUBSTANCE ABUSE ARE:	VARIES PER PLAN	INDIVIDUAL ANNUAL MAXIMUM: \$ 5,000 OUTPATIENT \$25,000 COMBINED IN AND OUT PATIENT MAXIMUM. INDIVIDUAL LIFETIME MAXIMUM: \$100,000
OUTPATIENT SERVICES	100% UNLIMITED VISITS	70% / 50% SUBJECT TO OVERALL MENTAL HEALTH LIMITS
INPATIENT SERVICES	100%	90% / 60%
PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY)	CO-PAYMENT WILL BE \$5.00 FOR GENERIC AND FOR BRAND IF A GENERIC IS NOT AVAILABLE; \$10.00 FOR BRAND NAME (BASED ON A 31 DAY SUPPLY). EFFECTIVE 12/1/02: SAME CO-PAYS AS ABOVE APPLY FOR MAIL ORDER DRUGS (BASED 90 DAY SUPPLY)	\$5.00 CO-PAY FOR GENERIC AND BRAND WITH NO AVAILABLE GENERIC \$10.00 CO-PAY FOR BRAND NAME (WITH AVAILABLE GENERIC) (EXCLUDES BIRTH CONTROL PILLS)
HOME HEALTH CARE	100%	90% / 60%
SKILLED NURSING CARE	100%	90% / 60%
PROSTHETIC DEVICES/DURABLE MEDICAL EQUIPMENT	100%	90% / 60%

3

BENEFIT OVERVIEW	COOK COUNTY HMO 11-01-02	COOK COUNTY POS 12-01-02
		IN-NETWORK / OUT-OF-NETWORK
MEDICAL DENTAL SERVICES (REPAIR FROM ACCIDENTAL INJURY TO SOUND, NATURAL TEETH. ORAL SURGERY WHEN MEDICALLY NECESSARY).	100%	90% / 60%
EMPLOYEE CONTRIBUTION	NONE; EFFECTIVE 12-1-00, 0.5% OF SALARY WITH A MAXIMUM CONTRIBUTION OF \$8.00 PER PAY PERIOD	1.5% OF SALARY

APPENDIX C

COOK COUNTY

EMPLOYEE BENEFITS

1. OUT OF POCKET MAXIMUMS
2. POS COINSURANCE
3. IN-NETWORK / OUT-OF-NETWORK CARE
4. POS PRESCRIPTION DRUGS
5. LIFE INSURANCE
6. VISION COVERAGE
7. DENTAL BENEFITS
8. POS NETWORKS
9. TRANSITION POLICY



## 1. OUT-OF-POCKET MAXIMUMS

### MAXIMUMS

The limits on out-of-pocket expenses that may be incurred by an individual or family under a POS plan are:

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
INDIVIDUAL	\$1,000	\$3,000
FAMILY	\$2,000	\$6,000

### EXCLUSIONS

Only covered, valid plan expenses shall be counted towards the out-of-pocket maximums. Utilization review penalties, all applicable deductibles and charges that exceed the reasonable charge limit are not counted towards meeting the out-of-pocket maximums.

### APPLICATION OF OUT-OF-NETWORK EXPENSES

Covered expenses incurred out-of-network may be used to satisfy the in-network, out-of-pocket limits in order to encourage medically necessary care to be rendered in-network. Covered expenses incurred in-network may not be applied to satisfying the out-of-network, out-of-pocket limits.

### EVIDENCE OF PAYMENT

In order to satisfy the out-of-network, out-of-pocket limits, the plan will require evidence of actual payment to providers of the amounts required, including deductibles and coinsurance. The documentation may include canceled checks or credit card slips or summary bills, but the provider's name, address and dates of service must be provided to conform to the Explanation(s) of Benefits (EOB) submitted.

## 2. POS COINSURANCE

### COINSURANCE LEVELS IN AND OUT-OF-NETWORK

Coinurance levels for in-patient (hospital and physician) services shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The coinsurance levels for out-patient hospital and/or facility charges shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The co-payment for out-patient physician encounters will be \$20.00 for in-network services, while the out-of-network coinsurance for out-patient physician encounters will be 60% of reasonable charges (the employee pays 40%). The only exception will be appropriate emergency services for a life-threatening emergency that will be covered at 100% of reasonable expenses, except for ambulance charges. Ambulance charges will be covered at 80% of reasonable charges; the employee pays 20%.

### IN-NETWORK SERVICES (POS)

Services that are properly referred by the member's Primary Care Physician (PCP) shall be reimbursed at the full in-network level of benefits.

### IN-NETWORK SERVICES WITHOUT A REFERRAL

Services that are provided without a referral from the Primary Care Physician (PCP) will be reimbursed at the out-of-network level of benefits even if the services are provided at network facilities.

### EMERGENCY SERVICES

Emergency services will be covered at 100% (except ambulance will be covered at 80%) even at non-network facilities when the care meets the definition of a life threatening emergency. Care obtained on an emergency basis, which does not meet the definition of life threatening emergency, will be subject to the normal in and out-of-network plan provisions, including deductibles.

### MENTAL, BEHAVIORAL/DEPENDENCY

Out-patient mental health, chemical dependency/substance abuse will be covered at 70% in-network and 50% out-of-network, subject to the annual and lifetime overall limits for managed mental health, chemical dependency/substance abuse.

### 3. POS IN-NETWORK AND OUT-OF-NETWORK CARE

In-network co-insurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergency is defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a Primary Care Physician (PCP) which is:
  - a. medically necessary, and
  - b. only available at a non-network hospital or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital/facility is medically appropriate, or
  - c. available at a network hospital to which the patient cannot be safely transported (only units such as the patient can be safely transferred to the network facility, arrangements for which should be initiated once the treatment begins, or
  - d. care rendered beyond a 100 (50) mile radius from where the member is normally domiciled or stationed when treatment is temporarily relocated by Cook County, or
  - e. urgent care for members covered as dependents and residing outside of the normal service area.

### 4. POS PRESCRIPTION DRUGS

The prescription drug program has an incentive to utilize generic drugs over brand name drugs. The retail program will be complemented with an integrated mail order program for appropriate maintenance drugs. Co-payments will be required from employees and dependents as provided below:

#### RETAIL PURCHASES

Generic	\$ 5.00
Brand (no available generic)	\$ 5.00
Brand (with available generic)	\$10.00

#### MAIL ORDER PROGRAM

Generic	\$ 5.00*
Brand (no available generic)	\$10.00*
Brand (with available generic)	\$10.00*

The requirement that all prescriptions be limited to no more than a thirty (30) day supply will be waived to enable the use of mail order for maintenance drugs only. A ninety (90) day supply will be sent for mail order prescriptions.

Mail order may be used for the purchase of maintenance drugs that have a duration of two or three months. The Providers may enable the prescription drug vendors under contract to transfer the necessary prescription drug histories for covered employees and dependents to their contracted mail order operation.

The Provider will require the prescription drug vendors to make available the list of brand drugs for which available generics are not regarded as equivalent and for which the brand drug will be covered as a generic drug.

\*There is a zero co-pay for mail order prescriptions for Blue Choice POS members. Rush Prudential POS offers a 10% discount for any mail order prescription.

## 5. LIFE INSURANCE BENEFITS

All eligible employees are entitled to term insurance in an amount equal to one times their annual salary rounded to the next multiple of \$1,000. The premium for this basic benefit is paid in full by Cook County.

Eligible employees are also given the opportunity to purchase optional term life insurance in any amount up to the amount equal to their annual salary with a maximum benefit of \$100,000. The premium for the optional term life insurance benefit is paid by the employee through payroll deduction.

## 6. VISION BENEFITS

Eligible employees and their dependents receive a complete eye exam, refraction and prescription, if necessary, each year at no cost to the member. The premium for the vision benefits is paid in full by Cook County.

The spectacle lenses benefit includes uncoated plastic lenses regardless of the size or power and solid tints. Lenses can be replaced once a year at no cost to the member.

Premium lens options not covered under this program together with additional pairs of glasses and accessories are available at savings from 20% to 60% at the participating providers.

Frames are included up to the regular retail cost of \$100.00. For frames over the \$100.00 regular retail price, the member pays the amount over \$100.00 less a 10% discount. Frames are available to members once every two (2) years.

Contact lenses are available in lieu of a pair of spectacle lenses once a year. Retail value of the contact lenses of up to \$100.00 is included. Contact lenses above the retail cost of \$100.00 are available at the additional cost.

Once you have exhausted your covered benefits, members are eligible to purchase unlimited pairs of glasses or contacts through participating providers at the following costs:

FRAMES	ADDITIONAL COST
Priced up to \$60.99	\$ 25.00
Priced from \$61-\$90.00 retail	\$ 35.00
Priced from \$91 to \$100.99	\$ 45.00
Priced over \$101 retail	65%

LENSES (UNCOATED PLASTIC)	ADDITIONAL COST
Single Vision	\$ 30.00
Bifocal	\$ 50.00
Trifocal	\$ 60.00
Leakleather	\$100.00

Members can also purchase non-covered benefits at a reduced rate. Please refer to the Vision Brochure for the list of options, additional costs or discount.

## 7. DENTAL BENEFITS

### A. DENTAL MAINTENANCE ORGANIZATION (DMO)

All new employees hired after December 1, 1999 must be in the DMO for one year before changing to the DPPPO.

Dental care is provided to eligible employees and their dependents through participating dentists. The pretax for the dental care is paid in full by Cook County.

Preventive care, which includes dental exams, x-rays and two cleanings per year are covered at 100%. fluoride treatments for children under age 19 are also covered at 100%.

Basic benefits will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 75%.

Major services will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 60%.

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

### B. DENTAL PREFERRED PROVIDER ORGANIZATION (DPPPO)

Dental care will be provided on an in-network and out-of-network basis.

In-network benefits are provided through listed dental providers at predetermined fee schedules and co-payments.

Employees and dependents may utilize the services of other dental providers not listed, but are subject to higher co-payments or deductibles than services by in-network providers.

## 8. POS NETWORKS

The County shall contract with standard, commercially-available Point of Service (POS) networks of hospitals and physicians for all Point of Service health plans offered to County employees.

At least thirty days prior to the scheduled date of final approval of the health plans by the Cook County Board of Commissioners the following information shall be provided to the unions: the commonly used commercial name of each POS network proposed by the County; the names of the five largest employers subscribing to each of the specific networks and the directories of physicians and hospitals.

It is understood by the County and the Union that commercially-available POS networks are dynamic and that they change over time. The County shall monitor the networks to assure that hospitals and doctors are added to the County's networks when the health plans and hospitals and physicians to their commercially-available networks. In addition, when health plans drop hospitals and/or physicians from their POS networks, the County shall verify that these providers have been dropped from the commercially-available POS networks. In addition, the POS Transition Policy spelled out in the Appendix shall apply to employees hospitalized on the effective date a hospital is dropped from a network.

## 9. TRANSITION POLICY

In-network levels will remain in effect under the following conditions:

If an enrollee is hospitalized on the effective date of the revised benefit plan (including a hospital dropped from a network), the benefit levels shall remain intact until the day after the employee is discharged from the hospital.

If the enrollee is transferred to a non-network facility, benefits will be subject to the conditions for approval of out-of-network care. The in-network level of benefits shall be continued at an out-of-network facility in the event that clinical considerations, as approved by the Plan (Provider), warrant continuity of care.

### Side Letter Welfare to Work Program

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

The above is to be placed in a side letter between AFSCME Council 51 and the employer.

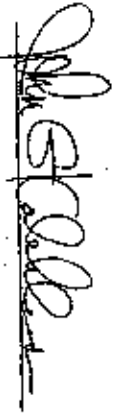
For AFSCME

For The Employer

Side Letter  
Grievance Procedure and Arbitration

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME 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.


  
For AFSCME

  
For The Employer

Side Letter  
Personal Support Program

The parties share a mutual interest in improving bargaining unit members knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Personal Support Program.

  
For AFSCME

  
For The Employer

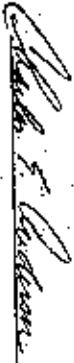
SIDE LETTER OF AGREEMENT BETWEEN

COOK COUNTY AND

AFSCME COUNCIL 31

RESIDENCY

The Union and Cook County agree that the outcome of the dispute between AFSCME and the Employees over the residency requirement shall be governed by the outcome of the litigation currently pending between the County and other labor organizations.

  
County of Cook

11/26/2002

  
AFSCME COUNCIL 31 11/20/2002

AFSCME