

COLLECTIVE BARGAINING AGREEMENT

Between

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

**Representing
Telecommunications/Vehicle Services**

And

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

December 1, 2017 through November 30, 2020

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union" or "Labor Council").

ARTICLE I Recognition

Section 1.1 Representative Unit:

Pursuant to the certification March 14, 2018 by the Illinois State Labor Relations Board, Case No. L-RC-18-015. The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees. All other employees of the County of Cook; or short-term employees as defined in the Illinois Public Labor Relations Act; and all other persons excluded from coverage under the Act.

The term "Department" when used in this Agreement shall be understood as referring to the Communications Department of the Sheriff's Police Department; Vehicle Service Department of the Department of Administrative and Support Services.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership.

Section 1.3 Dues Check-off:

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

Section 1.4 Indemnification:

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

ARTICLE II

Employer Authority

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2.2 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited by law.

Section 2.3 Integrity of the Bargaining Unit:

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor, or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the Employer. However, it is expressly understood and agreed that no outside agency shall perform Sheriff Telecommunication work.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grieved at the first step of the grievance procedure.

Section 2.4 Union and Employer Meetings:

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

Section 2.5 Labor Management Meetings on Career Development:

Labor Management meetings will be held periodically to discuss employee training and education as well as job classifications. The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seeks here to establish these goals through labor management meetings.

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

The Labor Management Committee shall evaluate, discuss and recommend reclassifications and upgrades to the Sheriff. These recommendations shall be reviewed by the Sheriff, and if possible, any changes will be requested in the following fiscal year budget. The Labor Management Committee may also make recommendations to the Sheriff and the County concerning courses and in-service training to enhance career opportunities for employees

in the bargaining Unit. When meetings are scheduled, a specific management representative will be assigned to attend the meetings.

Section 2.6 Union and County Meetings Respecting Health Care:

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

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for determining employee work schedules and as a basis for calculating overtime pay.

Section 3.2 Regular Work Periods:

A. Telecommunications: Telecommunicators shall work either the Monday-Friday alternate power watches or the 21 day rotation schedule. Work schedules for all covered employees shall be posted at least thirty (30) calendar days prior to the effective date of said schedule.

<u>5-2 Schedule</u>	<u>Power Watches</u>
<u>10:30 p.m. - 6:30 a.m.</u>	<u>Monday-Friday</u>
<u>6:30 a.m. - 2:30 p.m.</u>	<u>Monday-Friday</u>
<u>2:30 p.m. - 10:30 p.m.</u>	<u>Monday-Friday</u>
<u>10:30 a.m. - 6:30 p.m.</u>	<u>Monday-Friday</u>
<u>6:30 p.m. - 2:30 a.m.</u>	<u>Monday-Friday</u>

<u>21 Day Rotation</u>	<u>4-1,4-2,4-1,3-2</u>
<u>10:30 p.m. - 6:30 a.m.</u>	<u>1st Watch</u>
<u>6:30 a.m. - 2:30 p.m.</u>	<u>2nd Watch</u>
<u>2:30 p.m. - 10:30 p.m.</u>	<u>3rd Watch</u>

B. **Vehicle Service Man/Vehicle Service Technicians II:** The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time or as modified by the agreement of the parties. Vehicle Service workers at 23rd and Rockwell and LaGrange Facility shall be allowed to choose shift assignments, hours of work and location according to their length of seniority within the Vehicle Service Department.

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

<u>23rd and Rockwell</u> <u>Monday through Friday</u>	<u>LaGrange Facility</u> <u>Monday through Friday</u>
<u>7:00 a.m. - 3:00 p.m.</u>	<u>7:00 a.m. - 3:00 p.m.</u>
	<u>8:00 a.m. - 4:00 p.m.</u>
	<u>9:00 a.m. - 5:00 p.m.</u>

C. Employees shall be paid every two weeks (bi-weekly).

Section 3.3 Compensatory Time and/or Overtime Compensation:

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department. Absent emergency operations, Telecommunicators should not work more than sixteen (16) hours in any twenty-four (24) hour period. If a sixteen (16) hour shift occurs and absent emergency operations, the impacted telecommunicator shall have a minimum of eight (8) hours off between the end of the sixteen (16) hour shift and the next scheduled work shift.
- B. An Employee shall be paid one and one-half (1+1/2) times the average of the employee's regular hourly rate (including any differential) for all hours worked in excess of eight (8) in any regular work day, or over forty (40) in any regular work week. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime.
- C. The Employee may request and the Employer may, in lieu of overtime pay, grant compensatory time off at the rate of one and one-half (1.5) hours for each hour of overtime worked. All denials of a request shall be accompanied by a written explanation.

At the employee's option, overtime will be made in the form of compensatory time off or pay..

- D. An Employee may "bank" up to 240 hours (6 weeks) of compensatory time. All overtime hours worked above this limit must be compensated for in accordance with subsection B of this section 3.3.
- E. An Employee terminating employment with the County shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act (FLSA).

- F. The Employer shall allow employees to take accrued compensatory time off within a reasonable period after making the request when such time off does not unduly disrupt the operation of the office.

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

Compensatory time off may be used in time blocks of one (1) hour or more at a time mutually agreed to between the employee and his/her supervisor. Excluding scenarios covered by and applicable to the three (3)-hour call in for Telecommunicators and one (1) hour call-in for vehicle services to the medical call-in-line, if a request for time off is submitted within twenty-four (24) hours or less of the shift start time, the time off will not be guaranteed.

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

Section 3.4 Overtime Work Distribution (Telecommunications):

- A. Definition of an emergency shall be whenever there is one (1) person less than the amount of mandatory positions, set by management. If the staffing levels falls below the minimum level, set by management, and a Telecommunicator is unable to take a lunch/break then the Telecommunicator will get 1.5 hours compensatory time or pay. Extra backup positions will be used to cover lunch/break periods. Minimum staffing levels and mandatory positions will be set by management in order to cover the centers needs and may change depending on the need to staff Roadside Safety Checks, Community Resource Response Initiative (CRRRI), Sheriff's Office Initiatives (SOI), Sex Offender Operations, or any other type of operation, position or incident where the 911 center is a needed resource. Management may schedule additional backup positions, call taker positions, training assignments etc. These positions will be above the minimum staffing when two employees are already granted the day off, when available. On common Mondays, under the 21-day rotation, these positions will be above the minimum staff when four employees shall be granted the day off. If extra staff has predetermined training assignments, then only two employees will be granted the day off. The Director or designee may grant additional time off over two employees based on operational needs. If there is a medical call off, these employees can then be assigned back to a floor position from training assignments. A medical call in would not necessitate a hire back in a situation where an extra employee is assigned.
- B. Overtime distribution shall occur in the following manner:
 - 1. An overtime list shall be posted for all watches and shifts; posted in a binder at the supervisor station for all employees who desire to be on the overtime call out list. Employees who desire to be called for available overtime on those watches and shifts shall submit a memorandum to the Department Head/designee.
 - 2. All overtime notices will be made via County notification system that is currently in place. On the first posting of overtime opportunities, management shall reorder the list by seniority. Overtime

opportunities shall be first offered to the person on the top of the list. After the person is offered the overtime, the list will note date of overtime worked and the name will go to the bottom of the list. If the person does not volunteer to work the overtime opportunity, their decline will be noted and their name will go to the bottom of the list. The list will then restart to the next person under the last person that took overtime.

3. Notification will be sent out for overtime in which employees will have ten (10) minutes to respond, to accept overtime. When a 911 Telecommunicator takes the overtime the next person on the list shall be the first person offered the next overtime and so on. When attempting to fill a shift, the practice of finding a person to take all eight (8) hours or finding two (2) people to take four (4) hour blocks will be continued accepted practice. Should all employees on the list refuse, then the least senior employee must stay in accordance with the force list. However, this employee will not be compelled to work more than four (4) hours overtime per shift in addition to their regular shift. All overtime two (2) hours or less will not count as the 911 Telecommunicators turn on the overtime list and will be on a first come first choice based on seniority if more than one (1) employee wants it at the same time. Both parties agree that any Telecommunicator who has already volunteered for overtime cannot have compelled, or forced, overtime added to that voluntary overtime. No Telecommunicator can be compelled to stay longer than twelve (12) total hours; eight (8) hour regular shift plus four (4) hours of overtime voluntary or forced. Both parties also agree that only Telecommunicators serving on their scheduled work day can be compelled, or forced, to work additional hours. No Telecommunicator who is working voluntary overtime may have additional overtime forced upon them. No Telecommunicator will be forced to work additional hours if it prevents a minimum of twelve (12) hours between their forced overtime and adjoining regularly scheduled shift. Each shift will create and maintain a rotating force list.

4. The force list will be maintained in conjunction with the bidded calendar year and will start over at the next years shift bid. The force list will be in reverse seniority based upon Telecommunicator seniority. Once an employee is forced or volunteers to take overtime in a force situation, they will be moved to the bottom of the force list. The original forced Telecommunicator will have first the option to accept the force or put it up to all other Telecommunicators who will then be able to take the forced four (4) hours of overtime in order to move themselves to the back of the overtime force list. If no one takes the force, the original Telecommunicator is compelled. The force list will be maintained by the Supervisor of that shift. This Supervisor will work with the Unit President to oversee the force list and review it. As each shift has their own force lists, only members of that shift may be forced over to the next shift or in early from a following shift. Telecommunicators on adjusted hours, swapped shifts, or overtime on their regular days off cannot be forced. The rotating force list system may be reviewed and adjusted through future Labor Management Meetings with agreement of the parties. A force shall be completed once a member has worked for any amount of time after their regular scheduled work hours.

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

1st offense in a twelve (12) month period:
Removal from the overtime list for the following calendar month
(1st through 1st of the month).

2nd or any subsequent offenses in a twelve (12) month period:
Removal from the overtime list for three (3) following calendar months (1st through 1st of the months).

6. Overtime for Vehicle Services Man will be by rotating seniority for each facility; starting with the most senior to the least senior.

Section 3.5 Lunch Breaks:

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

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

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

Section 3.6 Flextime:

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

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

Section 3.7 Acting Watch Commander:

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

Section 3.8 Breaks for Holdovers:

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

Section 3.9 Trading Shifts

Telecommunicators are permitted to switch shift hours from one (1) hour to a full shift with another Telecommunicator. Shift trades shall comply with the shift trade agreement form. Should a shift trade result in the creation of additional overtime, the employer shall have the option to discontinue the practice of allowing shift trades going forward.

ARTICLE IV

Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one hundred eighty (180) calendar days for Vehicle Service Man and Vehicle Service Technicians II (three hundred and sixty-five (365) for Telecommunications). The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees and the Union shall be consulted about the instituting of any such training program which extends the probationary period. During the course of the probationary period the employee is eligible for assignment to any watch hours. A probationary employee is not eligible for shift bids during the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 4.2 Definition of Seniority:

- A. Except for benefit accrual (weeks of vacation earned and pension) the application of seniority is by length of time in the Communications Department of the Sheriff's Police Department.

- B. Except for benefit accrual (weeks of vacation earned and pension) the application of seniority in the Vehicle Services Department is by length of time in the Vehicle Services Department.

Section 4.3 Promotion, Transfers:

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

Section 4.4 Reduction in Work Force, Layoff and Recall:

A layoff is defined as the termination of employee's employment with a right of recall for a period of twelve (12) months following the effective date of the layoff for an employee with fewer than twelve (12) months of seniority. Employees with twelve (12) or more months of seniority, recall rights will be for a period of twenty-four (24) months following the effective date of the layoff. Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a department, the employees to be laid off in that classification shall be removed from it in inverse order of department seniority. Prior to any full-time employees being laid-off, all probationary staff, and part-time employees will be laid off first before any full-time staff covered by this Agreement are laid off. Employees and the Union shall be given written notice thereof at least thirty (30) calendar days prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classification held by them at the time of the reduction in force.

Section 4.5 Shift Assignment:

Telecommunicators shall be allowed to choose shift assignment according to their length of seniority within the Communications Department. There shall be a rebidding for shift assignments annually November 1st of each year, effective 2019. The shift assignment shall go into effect starting the first full pay period in January. The Unit President shall participate in conducting the shift and vacation bids with the Telecommunicator Supervisor or

designee. The Employer, prior to shift bids, will provide the number of available positions for bidding and the number of vacant positions within the Department for each shift to the Unit President.

Vehicle Service workers shall be allowed to choose shift assignment work hours and location according to their length of seniority within the Vehicle Services Department. There shall be a rebidding for shift assignments annually November 1st of each year effective 2019. The shift assignment, work hours and location shall go into effect the first full pay period in January. The Employer, prior to shift bids, will provide the number of available positions for bidding and the number of vacant positions for each facility to the Unit President.

Section 4.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Employer to his/her former job or an equivalent position, within thirty (30) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job.

Section 4.7 Termination of Seniority:

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

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

Section 4.8 Transfer of Stewards:

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

Section 4.9 Seniority List:

On December 1 and June 1 of each year the Employer will furnish the Union an electronic list showing the name, JDE number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses on bulletin boards designated for employee notices. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time.

The Union shall, upon request, receive such information on computer tapes, where available via electronic format.

Section 4.10 Job Posting:

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

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

Employees within the department where the vacancy occurs will be given preferential consideration for promotion to a higher paying position in accordance with Section 4.3. Employees in equal or lower paying grades in other departments or divisions who apply for the vacancy will be given preferential consideration in accordance with Section 4.3 before new employees are hired.

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

Section 4.11 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the Sheriff shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred. Any employee so returned shall be assigned to any open or vacant shift until the next scheduled annual bid.

**ARTICLE V
Rates of Pay**

Section 5.1 Job Classifications:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective upon ratification of this agreement by both parties all active employees will receive a lump sum payment of \$1200.00

Effective the first full pay period on or after June 1, 2018 the pay rates for all classifications shall be increased 0.00%

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

No step increases in FY 2019: no change in employee's anniversary date: Step increases will resume in FY20

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

- A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the Sheriff that this reclassification be included in the forthcoming departmental budget request. The Employer will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days after the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.

The committee shall begin meeting each year to review Local Union and employee-generated requests for upgrades and reclassifications.

Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be complete no later than June 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the committee's findings to the appropriate departments and elected officials

for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

Section 5.3 Classification and Grade Changes:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotions: An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that --

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions: The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers: An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Part-time Employees:

Part-time employees who are compensated from the Extra and Overtime Account shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan. The hourly rate for part-time employees will equal the first step of the salary grade divided by one hundred seventy-four (174).

Section 5.5 Job Descriptions:

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

**ARTICLE VI
Holidays**

Section 6.1 Designation of Holidays:

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

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

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees shall be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday. Employees whose regularly scheduled weekday falls on either a Saturday or Sunday shall be eligible for holiday pay should the actual holiday fall on the weekend. Should the above occur, the employee shall not be eligible for holiday on the County recognized holiday.

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

- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay.
- D. Employees who work on any one of the six (6) major holidays, i.e., New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1 ½) for all hours worked, plus a holiday. Employees who work on any of the six (6) minor holidays shall receive straight-time pay for all hours worked plus a holiday. A holiday is earned when an employee works on a recognized holiday, or a holiday falls on the employee's regular day off. Holiday time may be accumulated during an employee's employment and may be used at a time mutually agreed to between the employee and their supervisor in time blocks of one (1) hour or more. (Telecommunicators on the 21-Day rotation only.)

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Holidays in Vacations:

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

**ARTICLE VII
Vacations**

Section 7.1 Vacation Leave:

A. All bargaining unit employees, who have completed one (1) year of service with Cook County, including service mentioned in Section 7.1, Paragraph E, shall be granted vacation leave with pay for periods as follows:

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

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-deployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the one hundred thirty (130) Extra and Overtime Account will not receive any fringe benefits.

Section 7.2 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Where two (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

Telecommunicators vacations shall be bid by watch and seniority within fourteen (14) calendar days following shift bids on November 1st effective 2019. Telecommunicators may only bid the number of days/weeks the employee

annually accrues based on the years of service. Vacation bids will be allowed up to and during the last pay period in the current bid year.

Vacations in the Vehicle Services Department shall be bid by seniority per each facility within fourteen (14) calendar days following shift bids on November 1st effective 2019. Vehicle Services may only bid the number of days/weeks the employee annually accrues based on the years of service. Vacation bids will be allowed up to and during the last pay period in the current bid year.

ARTICLE VIII Welfare Benefits

Section 8.1 Hospitalization Insurance:

- A. The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.

Section 8.2 Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

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

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department or institution. Severance of employments terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive workdays in the case of Vehicle Services or four (4) consecutive regular workdays in the case of Communications, except for members who are on an alternate work schedule must be in conjunction with their work week or more for any health reason shall submit to their department head a doctor's or other medical service provider's certificate as proof of illness as soon as possible. Such employees also may be required to undergo examination by the Employer's physician before returning to work. This practice will not be used in a capricious and discriminatory manner.

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

- E. If, in the opinion of the Sheriff/Designee the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days. Employees will be allowed to use accumulated time due hours in addition to vacation, sick and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.
- G. In the event a Telecommunicator is unable to report for work due to illness or injury, he/she must inform the 911 Dispatch Center or their Supervisor on duty three (3) hours prior to his/her designated starting time.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties.

Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

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

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

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

Compiled Statutes.

Section 8.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C.

Section 8.7 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.

Section 8.8 New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9 Flexible Benefits Plan:

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

Section 8.10 Insurance Claims:

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

Section 8.11 Insurance Coverage:

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) 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.

**ARTICLE IX
Additional Benefits**

Section 9.1 Bereavement Leave:

- A. Excused leave with pay will be granted, three (3) days, to an employee for the funeral or memorial service of a member of the employee's immediate family or household. Immediate family is understood to include mother, father, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, spouse's parents and such people who have reared the employee. Where death occurs, and the funeral/memorial service is to be held outside of a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago Illinois, the employee shall be entitled to two (2) additional days' pay for a maximum of forty (40) hours pay. The employee must present proof of death, relationship and attendance at the funeral or memorial service. Leave requested to attend the funeral or memorial service for 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, personal leave, sick, or compensatory time due of the employee making the request.

- B. Any additional time needed in the event of bereavement may be granted consistent with the operating needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.
- D. To qualify for pay as provided herein, the employee may be required to provide satisfactory proof of death, relationship to deceased, proof of residence in the employee's household and attendance at the funeral or memorial service.

Section 9.2 Jury Duty:

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

Section 9.3 Family Responsibility Leave:

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

Section 9.4 Election Day:

An employee who is a registered voter will receive two (2) hours time off without pay during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 9.5 Personal Days:

Employees will accrue personal days at the rate of 1.24 hours per pay period (bi-weekly). All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Personal days shall not be unreasonably denied. Employees may be permitted this personal leave time off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

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

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, compensatory time and vacation leave.

Personal days may be used consecutively if approved by the supervisor. Personal days off shall be scheduled in advance to be consistent with operating necessities and convenience of the employee, subject to Department Head approval.

Severance of employment shall terminate all rights to accrued personal days, unless such separation is overturned by an administrative proceeding.

ARTICLE X Leaves of Absence

Section 10.1 Regular Leave:

An employee not affected by the leave of absence rules of the Sheriff's Merit Board may be granted a leave of absence without pay by the Sheriff. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Sheriff. If approved by the Sheriff the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.2 Seniority on Leave:

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

Section 10.3 Retention of Benefits:

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

Section 10.4 Union Leave:

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual written agreement. Employees duly elected as stewards of the Union will be allowed time off, without pay, to attend State, Local and National conferences, conventions and Stewards training

related to the Union, not to exceed ten (10) work days, in the aggregate, for all employees. Covered members may use benefit time to cover their absences for attending the above events. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.3 of this Article, provided that it will not seriously affect the performance of the office.

Section 10.5 Military Leave:

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

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

Section 10.6 Veteran's Conventions

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

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.7 Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business.

Section 10.8 Educational Leave:

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

Section 10.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall be required to use accumulated paid time off (“PTO”), including sick, vacation, compensatory, personal and floating holidays prior to going on any unpaid leave, including leave pursuant to the Family and Medical Leave Act.

Section 10.10 School Visitation Rights Act

The Parties shall comply with the School Visitation Rights Act, 820 ILCS 147/1 *et seq.* (as amended).

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

The purpose of this Article is to specify the method by which employees may present grievances and seek redress. This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, political affiliation or political activity. All employees shall have right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal. The term “Employer” as read throughout this procedure refers to both the County and the Sheriff as “Joint Employers.” It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by County Administration, depending on the subject matter of the grievance. The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees’ grievances. An employee is encouraged first to discuss the problem with their immediate supervisor.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employers with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules, and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of this Agreement which the Employers is alleged to have violated, and the relief requested. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by the Employer, depending on the subject of the grievance. 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 Labor Council representation at such proceedings. The County/Sheriff will endeavor to resolve such disputes with the processor of claims.

Section 11.3 Representation:

Only the aggrieved employee(s) a Unit Steward and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One (1) to Two (2) either on their own and individually or with a Unit Steward or Labor Council Representative. If an employee takes up a grievance without a Unit Steward or Labor Council Representative, any resolution of the grievance shall be consistent with this Agreement and the a Unit Steward or Labor Council representative shall have the right to be present at any grievance meeting. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer's may be initiated at Step One (1) by a Unit Steward or Labor Council Representative. Grievances may be initiated at Step Two (2) by mutual agreement between the Union and the Employers'. If an investigatory meeting or interview is conducted, any employee who is the subject of or part of the investigation/interview

reasonably believes that they may receive disciplinary action, up to and including termination as a result of the investigatory meeting or interview, shall be entitled to Labor Council representation upon request. Such request will not unduly delay the investigatory meeting or interview.

Duly authorized Labor Council representatives will be permitted at reasonable times to enter the appropriate County facility for purposes of handling and processing grievances, addressing roll-calls, contract negotiations, management meetings, or observing conditions under which employees are working. These Labor Council representatives will be identified to the Department Director or designee in a manner suitable to the Employer and on each occasion, will first secure the approval of the Department Director or designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Labor Council will not abuse this privilege, and such right of entry shall at all-time be subject to general Sheriff Department rules applicable to non-employees. Labor Council representatives or Unit Stewards shall be allowed to request meeting space for Union matters at the various facilities, during non-work hours, subject to availability and the approval of the Department Director. Upon such request, the Department Director or designee will endeavor to find appropriate space. 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 Labor Council representation upon request. The Employer will provide sufficient amount of time for the employee to secure the Labor Council's representation, and such will not unduly delay the investigatory meeting/interview.

Section 11.4 Grievance Procedure Steps:

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

Step	Submission Time Limit this step (calendar days)	To Whom Submitted	Time Limits Meeting (<u>calendar days</u>)	<u>Written</u> Response (<u>calendar days</u>)
1	30 days	Department Head	10 days	10 days
2	10 days	Sheriff/Designee	30 days	30 days
3	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) calendar days and the same limit shall apply to hearings and decisions at Step Three (3). Time limits may be extended by mutual agreement in writing or via e-mail between the employee and/or the Union and the Employer. For errors in pay, the time period shall be six (6) months.

There shall be strict adherence to the time limits described within the grievance procedure by both Employer and employee and/or Union. Time extensions may be granted upon mutual agreement and shall be in writing or via e-mail.

If the employer fails to respond within the time limits, the grievant and/or the Union shall have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

Section 11.6 Stewards:

The Union will advise the Employer in writing of the names of the Chief Steward (Unit President) and/or Stewards and alternates for the locations and shall notify the Director promptly of any changes upon the execution of this Agreement. Upon obtaining approval from their supervisor before leaving their work assignment or area, the Chief Steward (Unit President) or Steward or in cases of new Steward orientation, the Chief Steward (Unit President) and/or Stewards will be permitted to attend labor-management meetings, contract negotiations, appeal hearings and grievance hearings during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time, and provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. Only one (1) Vehicle Service Man from each facility will act as a Steward.

The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. If such opportunity is not offered, the Steward will provide Union orientation on work time. Such orientation will be scheduled at a time and place mutually agreeable to the Steward, Employee and Supervisor involved.

Section 11.7 Impartial Arbitration:

If the Union is not satisfied with the Step Two (2) answer, it may within thirty (30) calendar days after receipt of the Step Two (2) written response, or no response, submit in writing to the Sheriff notice that the grievance will be submitted to impartial arbitration. The Employer and the Union shall agree to a list of arbitrators who will agree to schedule the hearing within fourteen (14) calendar days of the date of notification of selection. Unless mutually agreed otherwise, the parties mutually agree to waive post-hearing briefs to expedite the decision by the Arbitrator. Only the Labor Council may request arbitration under this Agreement. The Labor Council and the County or Sheriff will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Sheriff or County and Union may request the Local Labor Relations Board or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The order of striking shall be determined by coin toss. The remaining name shall be the Arbitrator. The Labor Council and the Sheriff or County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County or Sheriff and the Labor Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Sheriff or County and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language, or in compliance with the agreed upon provisions of the Agreement. All hearings will be held as close to the grievant's worksite as is practicable. The Employer will, upon reasonable notice from the Labor Council, release from duty any employees requested by the Labor Council representatives or witnesses.

The Labor Council 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 arbitrators. The arbitrators shall be selected on a rotating basis.

Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure. Written reprimands may be processed at Step One (1) of the Grievance Process.

Section 11.8 Expedited Arbitration (Discipline Only):

The parties may mutually agree that a grievance concerning discipline only, shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator. The hearing shall be conducted under the following procedures:

- The hearing shall be informal;
- Each side will have a maximum of three (3) hours to present their case;
- No briefs shall be filed, or transcripts made;
- There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible, supported, and documented relevant evidence;
- The hearing shall normally be completed within one (1) day, unless both parties agree to extend the period;
- The Arbitrator may issue a bench decision at the hearing, but in any event, shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the Arbitrator and shall include a brief written explanation of the basis for such conclusion. Any Arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing;
- The decision of the Arbitrator shall be final and binding.

ARTICLE XII
Continuity of Operation

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

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

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

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

**ARTICLE XIII
Tuition and Reimbursement**

Section 13.1 Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Director of Department of Human Resources of the County.

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all Union bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000) for Union bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult

education, and other training or technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than one hundred fifty dollars (\$150) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

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

Section 13.2 Posting of Openings:

All courses and training programs presently available through the County will be posted via electronic means, where available. Where such electronic posting is not available, postings will be on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.

Section 13.3 Special Training-Telecommunications:

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

New Section 13.4 Vehicle Services Training:

The Employers shall use best efforts within budgetary constraints to provide necessary and reasonable training for employees through both classroom and on-the-job instruction on paid time.

**ARTICLE XIV
Miscellaneous**

Section 14.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union or any other protected status. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with. Complaints or charges of discrimination shall not be subject to the grievance and arbitration Article 11 of this Labor Agreement.

Section 14.2 Safety, Work Environment and Health:

- A. General. The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section D below.

- B. Health and Safety Committee. The Employers and Union shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

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

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

The Employers agree that employees who operate VDT's will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDT's may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

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

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HI, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

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

Section 14.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, and shall submit a copy of them to the Sheriff or designee for approval, and such approval shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 14.4 Partial 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 or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability

shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.5 Sub-Contracting:

It is the policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant.

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

Section 14.6 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon his or her request in accordance with the Personnel Record Review Act, 820 ILCS 40/1 *et seq.* An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 14.7 Discipline:

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. The Labor Council and the Employers agree that

discipline should be timely, progressive and accompanied by counseling where appropriate. A written reprimand or suspension of three (3) days or less (as a result of a summary punishment action request from SPAR) will be disregarded and removed from an employee's personnel file after twelve (12) months from the issuance of the discipline SPAR, provided that the employee has received no other written reprimand or suspension for a similar offense during the twelve (12) month period. If there is another similar written reprimand or suspension during this twelve (12) month time period, then the discipline SPAR will be removed eighteen (18) months after the employee's last reprimand or suspension.

Complimentary documentation will be disregarded and removed from the employee's personnel file eighteen (18) months from the subject incident and returned to the employee upon the affected employee's written request.

To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rule's infraction. 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. In general, discipline will include the following steps:

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

Sick time is not to be used by Employees as vacation or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time. The Employer shall keep the Union informed of employees suspected of abusing sick time and the Union will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse and abuse of medical time and dock time. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented that increase the severity of the offense. 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.

The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:

- Documentation of employee's past conduct;
- Whether or not the employee was adequately warned and counseled of the consequences of his/her conduct;
- Length of service;
- Seriousness and circumstances of the infraction;
- County or Sheriff's practice in similar cases; and
- Motives and reasons for violating a rule.

Section 14.8 Conduct of Disciplinary Investigation:

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

- A. The interrogation of the employee shall be scheduled while the employee is on duty or between the hours of 9 a.m. to 5 p.m. at OPR Headquarters or at the employee's place of work or other appropriate location.
- B. Prior to an interrogation, the employee under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When and if a formal statement is taken, all questions directed at the employee shall be asked by and through one (1) interrogator.
- C. No anonymous complaint made against an employee shall be made the subject of an investigation unless the allegation is of a criminal nature.
- D. Immediately prior to the interrogation of the employee under investigation, he/she shall be informed in writing of the nature of the complaint and the names of all complainants.
- E. The length of the interrogation shall be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls, and rest.
- F. An employee under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.

- G. An employee under investigation will be provided without unnecessary delay with a copy of any written statement he/she has made and any recording, transcript conducted after the interrogation.
- H. If the allegation under investigation indicates a recommendation for separation is probable against the employee, the employee will be advised of their rights of representation and/or if the allegation indicates criminal prosecution is probable against the employee, the employee will be given the constitutional rights concerning the Fourth (4th), Fifth (5th), and Fourteenth (14th) Amendments.
- I. An employee under interrogation shall have the right to be represented by a representative of the Union or to have representation by Counsel of his/her choice and to have that Counsel of representative present at all times during the interrogation. The interrogation shall be suspended for a reasonable time until representation can be obtained.

Section 14.9 Bargaining Unit Work:

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

Section 14.10 Uniform Allowances:

- A. Vehicle Services. All Vehicle Services employees shall receive a uniform allowance of three hundred seventy-five dollars (\$375) per year and a tool allowance of three hundred dollars (\$300). This three hundred seventy-five dollars (\$375) and three hundred dollars (\$300) shall be payable in the first month of every calendar year. Those employees whose primary function is not vehicle service and who are issued uniforms on a quartermaster system shall not be eligible to receive said uniform allowance.
- B. Communications. The Employer will provide Radio Room telecommunicators with uniforms and uniform allowance of four hundred dollars (\$400) per year effective December 1, 2019.

Note on Switchboard:

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

Section 14.11 Day Care:

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

Section 14.12 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by County policy. Whenever the IRS raises its rates above the County rate, the higher rate shall be submitted to the County Board within a reasonable period of time but not later than thirty (30) days prior to the start of the next fiscal year.

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

Section 14.13 Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this section shall require the employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 14.14 Bilingual Pay

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

Section 14.15 Welfare to Work:

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

Section 14.16 Credit Union:

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

Section 14.17 Requests for Time Off (Telecommunicators):

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

Requests for the use of accrued vacation time, compensatory time and/or personal time may be submitted by the T/C in person, thirty (30) days in advance, on a time card, to the on duty Telecommunicator Supervisor. Requests for time off under twenty-nine (29) days in advance may be submitted by telephone to the on duty Telecommunicator Supervisor and shall be reduced to writing as soon as practicable. The on duty Telecommunicator Supervisor, upon receipt, will approve this time off request where manpower levels exceed the minimums. Said requests will not be unreasonably denied. Excluding scenarios covered by and applicable to the three (3)-hour call in for Telecommunicators and one (1) hour call-in for Vehicle Services to the medical call-in-line, if request for time off is submitted within twenty-four (24) hours or less of the shift start time, the time off will not be guaranteed.

Section 14.18 Drug Testing:

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

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

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

Section 14.19 Appeals Procedures:

All Department disciplinary actions, including written reprimands, demotions, suspensions, and terminations, shall be subject to the grievance procedure. Grievances involving actions for termination shall proceed directly to arbitration. Grievances involving written reprimands shall be initiated at Step one (1) of the grievance procedure and may be processed only through Step two (2) of the procedure. For all disciplinary grievances, the Union shall submit a written grievance to the Sheriff or the Sheriff's designee within thirty (30) calendar days of the Union's receipt of the formal notice of the disciplinary action from the Employer.

Section 14.20 Payback Structure:

The parties agree that if at any time any member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback what owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

Section 14.21 Contract in Electronic Format:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

ARTICLE XV
Introduction of New Automated Equipment and Technology

Section 15.1 Technological Changes:

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

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

Section 15.2 Recording/GPS/AVL Devices:

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline.

ARTICLE XVI
Duration

Section 16.1 Terms:

This Agreement shall become effective on December 1, 2017 and shall remain in effect thru November 30, 2020. 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 successor Agreement has been reached or either party shall give the other party sixty (60) calendar day's written notice of cancellation thereafter.

Section 16.2 Notice:

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

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602

2. Sheriff
Daley Center - Room 704
Chicago, IL 60602

3. Chief

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

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

1.

Illinois Fraternal Order of Police Labor Council
5600 S. Wolf Road, Suite 120
Western Springs, IL 60658

Either party shall by, by like written notice, report any change to the addresses above to which notices must be sent, and shall be given within five (5) business days of the change.

Signed and entered into this _____ day of _____, 2019.

COUNTY OF COOK:

By:

TONI PRECKWINKLE, President
Cook County Board of Commissioners



THOMAS DART
Cook County Sheriff


ATTEST:


Karen Yarbrough
Cook County Clerk

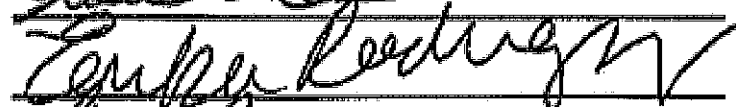
UNION:


Illinois Fraternal Order of Police Labor Council


BY:




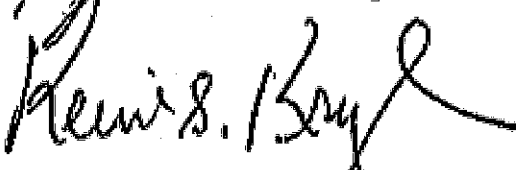












APPENDIX A

Metropolitan Alliance of Police

(Telecommunications/Vehicle Service)

Job Code	Grade	Title
2834	17	Vehicle Service Man
4733	18	Radio Dispatcher/Telecommunicator
5705	19	Vehicle Service Technician II

APPENDIX B

Wage Schedules

APPENDIX C

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE DECEMBER 1, 2017 AND DECEMBER 1, 2020

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

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

Cook County Benefit Overview (Cont.)

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

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

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

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

Cook County Benefit Overview (Cont.)

Dental – PPO	Current - Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)
<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

Cook County Benefit Overview (Cont.)

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

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective 12/1/2016
Vision Plan	\$0

APPENDIX D DUES AUTHORIZATION FORM

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

I, _____ JDE No. _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____, hereby authorize my Employers, County of Cook/Cook County Sheriff, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to: _____

~~Illinois Fraternal Order of Police Labor Council~~ - - - - -
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility. Revised 06/28/2018
Post JANUS – CC Sheriff

SCHEDULE I
BUREAU OF HUMAN RESOURCES
FOP - SHERIFF VEHICLE MAINTENANCE WORKERS

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
17	Hourly	28.881	28.233	29.561	30.936	32.465	34.071	34.738	35.069	36.129
	Bi-Weekly	2,150.48	2,258.64	2,364.88	2,474.88	2,597.20	2,725.68	2,778.88	2,805.52	2,890.32
	Annual	55,912	58,724	61,486	64,346	67,527	70,867	72,250	72,943	75,148
19	Hourly	31.583	33.154	34.682	36.395	38.115	39.942	40.549	40.945	42.185
	Bi-Weekly	2,526.64	2,652.32	2,774.56	2,911.60	3,049.20	3,195.36	3,243.92	3,275.60	3,374.80
	Annual	65,692	68,960	72,138	75,701	79,279	83,079	84,341	85,165	87,744

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
FOP - SHERIFF VEHICLE MAINTENANCE WORKERS**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
17 Hourly	27.419	28.796	30.152	31.555	33.114	34.752	35.431	35.771	36.852
Bi-Weekly	2,193.52	2,303.68	2,412.16	2,524.40	2,649.12	2,780.16	2,834.48	2,861.68	2,948.16
Annual	57,031	59,895	62,716	65,634	68,877	72,284	73,696	74,403	76,652
19 Hourly	32.215	33.817	35.376	37.123	38.877	40.741	41.360	41.764	43.029
Bi-Weekly	2,677.20	2,705.36	2,830.08	2,969.84	3,110.16	3,259.28	3,308.80	3,341.12	3,442.32
Annual	67,007	70,339	73,582	77,215	80,864	84,741	86,028	86,869	89,500

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
FOP - SHERIFF VEHICLE MAINTENANCE WORKERS**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
17	Hourly	27.967	29.372	30.755	32.186	33.776	35.447	36.140	36.488	37.589
	Bi-Weekly	2,237.36	2,349.76	2,460.40	2,574.88	2,702.08	2,835.76	2,891.20	2,918.88	3,007.12
	Annual	58,171	61,093	63,970	66,948	70,254	73,729	75,171	75,890	78,185
19	Hourly	32.859	34.493	36.084	37.865	39.655	41.556	42.187	42.599	43.890
	Bi-Weekly	2,628.72	2,759.44	2,886.72	3,029.20	3,172.40	3,324.48	3,374.96	3,407.92	3,511.20
	Annual	68,346	71,745	75,054	78,759	82,482	86,436	87,748	88,605	91,291

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
TELECOMMUNICATOR-SHERIFF - FOP**

<u>Grade</u>		<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
18	Hourly	28.792	30.240	31.662	33.135	34.773	36.493	37.205	37.562	38.697
	Bi-Weekly	2,303.96	2,419.20	2,532.96	2,650.80	2,781.84	2,919.44	2,976.40	3,004.96	3,095.76
	Annual	59,887	62,899	65,656	68,920	72,327	75,905	77,386	78,128	80,489

SCHEDULE I
BUREAU OF HUMAN RESOURCES
TELECOMMUNICATOR-SHERIFF - FOP

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
18 Hourly	29,368	30,845	32,295	33,798	35,468	37,223	37,949	38,319	39,471
Bi-Weekly	2,349.44	2,467.60	2,583.60	2,703.84	2,837.44	2,977.84	3,035.92	3,065.04	3,157.68
Annual	61,085	64,157	67,173	70,299	73,773	77,423	78,933	79,691	82,099

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
TELECOMMUNICATOR-SHERIFF - FOP**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
18 Hourly	29.955	31.462	32.941	34.474	36.177	37.967	38.708	39.079	40.260
BI-Weekly	2,396.40	2,516.96	2,635.28	2,757.92	2,884.16	3,037.36	3,096.64	3,126.32	3,220.80
Annual	62,306	65,440	68,517	71,705	76,248	78,971	80,512	81,284	83,740