

COLLECTIVE BARGAINING AGREEMENT

Between

Local 73 - SERVICE EMPLOYEES INTERNATIONAL UNION, S.E.I.U.

And

COUNTY OF COOK/SHERIFF OF COOK COUNTY
(Representing Administrative and Clerical Staff)

December 1, 2020 through November 30, 2024

Effective upon Approval by the Cook County Board of Commissioners

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County as joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local 73 - Service Employees International Union (S.E.I.U.), AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I Recognition

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technical, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

The term "Department" when used in this Agreement shall be understood as referring to the following:

- Sheriff's Office

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. For the purpose of this Section, an employee shall be considered to be a member of the Union if they timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, 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 the dues and initiation fee required as a condition of membership in the Union, or a representation fee, 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.~~

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full period on or after the effective date.

~~The parties acknowledged and agree that the phrase "written authorization" as provided, in this agreement include electronic records and electronic signatures consistent with State and federal law.~~

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.

Section 1.5 SEIU COPE:

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made.

Section 1.6 Neutrality:

If the Union seeks to represent a group or groups of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Labor Relations Act and Illinois Local/State Labor Relations Board.

Section 1.7 Severability and Right to Re-Open:

In the event any of the provisions of this agreement are or shall become invalid, illegal, or unenforceable by reason of any federal or State Law, Local Ordinance, Decision of any Court or Ruling of any Federal. or State Board, Agency, or other governmental entity such invalidity, illegality, or occurs, .at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

**ARTICLE II
Employer and Union Rights and Obligations**

Section 2.1 Employer Rights:

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

Section 2.2 Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law. General Orders shall not supersede the Agreement.

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 some 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. If non-bargaining unit employees repeatedly perform bargaining unit work, this issue

shall immediately be grievable at the second 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, **but not less than every two (2) months**. The Union and Employer shall each designate not more than five (5) 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 the 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 on 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 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, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

ARTICLE III
Hours of Work and Overtime

Section 3.1 Purpose of Article:

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

Section 3.2 Regular Work Periods:

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 their scheduled starting time.

The length of paid lunch periods and breaks presently granted by each department shall remain in effect.

Employees shall be paid once every two (2) weeks (bi-weekly).

Section 3.3 Compensatory Time and/or Overtime Compensation:

- A. Overtime shall be voluntary to the extent possible. Voluntary overtime shall be offered on a rotating basis each pay period beginning with the most senior available on duty bargaining unit employees in the job title. If there are no available employees in the job title on duty volunteer then, the Employer shall make reasonable efforts to contact and offer the overtime based on the rotation, to off-duty employees in the job title who signed up for the overtime in advance. The intent of the parties is to make reasonable efforts to have an equitable distribution of overtime in the department. If there are not enough volunteers then employees may be assigned to overtime work provided that such overtime shall be limited to emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. An Employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate (including any differential) for all hours worked in excess of forty (40) in any regular work week. An employee's time spend on FMLA (paid benefit time) shall not count towards overtime eligibility. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime. Hours in pay status, with the exception of sick time, shall count as time worked in computing overtime.
- C. Employees shall receive payment for overtime worked within thirty (30) days following the pay-period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
- D. 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 (1½) hours for each hour of overtime worked. All denials of a request shall be accompanied by an explanation.
- E. An Employee may "bank" up to two hundred forty (240) hours (four (4) weeks) of compensatory time. All overtime hours worked above this limit must be compensated for in accordance with subsection B of this section.
- F. An Employee terminating employment with the County shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act (FLSA).
- G. 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.

Section 3.4 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Sheriff/Designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the Sheriff's/Designee may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit.

An employee requesting to be skipped when it becomes their turn to work overtime shall be rotated to the bottom of the seniority list. An employee who works overtime will be placed at the bottom of the overtime seniority list once the overtime is received.

Section 3.5 Flextime:

Requests by employees for flextime schedules may be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and their supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner.

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. 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. 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 their most recent hire.

Section 4.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Sheriff of Cook County since their last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4. Seniority for such regular part-time employees shall be prorated.

Section 4.3 Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work. An employee who is awarded a new position shall receive the pay of that position after the first full pay period in that position.

Employees requesting a shift, details (schedules) or work location transfer shall make their requests prior to December 31st for any transfer opportunities that become available during the following calendar year. Transfer request shall specify the shift start and end times and work location for which they are requesting the transfer or the employee may make a more general request (e.g., day shift or any location). Employees may modify or remove shift requests by December 31st each year for consideration in the following calendar year. Employees may submit transfer requests during their probationary period; however, such requests shall not be considered until after their

probationary period is completed, except by mutual agreement.

When positions become available, employees who have pending requests within the division and within the appropriate job classification shall be first offered the opportunity to transfer to the opening by seniority before a position is posted.

If there are no transfer requests, the Employer shall post the position(s) and the position(s) shall be awarded to the most senior applicant who can perform the work with a reasonable orientation and training period in the following order:

1. Employees from within the bargaining unit in the same job title; then
2. Employees from within the division in a different job title; then
3. Employees from within the bargaining unit; then
4. Outside or other County applicants

When the employer is looking to re-allocate AA staff for a period not to exceed forty-five (45) calendar days, due to either a lack of work or for a special project the following procedures will be used. The employer shall go through the requests by seniority and if no one is seeking the location, shift, and detail of the location, then the employer shall use reverse seniority to re-allocate staff (new location &/or shift/detail). Any employee's being re-allocated who cannot accept reallocation may exercise bumping right if available.

If the temporary assignment exceeds forty-five (45) calendar days, then employees may volunteer to extend the temporary assignment for up to an additional forty-five (45) calendar days. If not enough employee volunteer to extend the temporary assignment, then the Employer shall reallocate additional needed staff using reverse seniority beginning with the least senior employee who was not in the prior temporary reassignment.

The Employer and union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this agreement.

Section 4.4 Reduction In Work Force, Layoff and Recall:

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 seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of their position shall be placed in the position of the least senior employee in that classification within the work location. The least senior employee displaced in the work location shall be placed in the position of the least senior employee in the classification in the department. An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in a vacant position in the next lower classification at their work site.

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in the next lower classification in the classification series, first by work location, then by bargaining unit, in accordance with the seniority provisions of this Agreement. Employees who have previously served in other classifications outside their classification series shall also be offered the right to displace the least senior employee in that classification, first within the work location, then the bargaining unit. In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is

filled by an employee who has not completed the probationary period or who is a part-time or temporary employee, all in accordance with the seniority provisions of this Agreement. In the event there are not enough vacancies within the bargaining unit, employees will be offered any other vacancies under the jurisdiction of the Sheriff. Where the County is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in work force is first put into effect, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification and subsequently returned to their classification prior to the decrease in the work force, all in accordance with the seniority provisions of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions. All of the foregoing is conditioned upon the employee's ability and fitness to perform the job.

With the exception of layoffs for five (5) days or less, and except in a bona fide emergency, each collective bargaining agreement shall provide for written notice to the Union of the layoff thirty (30) days prior to the effective date of the layoff.

Section 4.5 Promotion and Shift Assignment:

Employees in the same job classification and in the same department, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 4.3.

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 Sheriff to their former job or an equivalent position, within ninety (90) 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 their former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for six (6) months thereafter, and an employee who returns to their former classification under this procedure will not be permitted to bid again on the same job for six (6) months thereafter.

For those collective bargaining agreements containing a provision providing for the ability of the employee who has been promoted; transferred or recalled to another job within the represented unit to be returned to the former job or status, under no circumstances shall the period in which there is an ability to return to the former job be longer than thirty (30) calendar days.

Section 4.7 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 they would have had, had the employee continued to work in the

classification from which they were promoted or transferred.

Section 4.8 Termination of Seniority:

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

- a. Resignation or retirement;
- b. Discharge for just cause, including but not limited to the following:
- c. 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;
- d. 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;
- e. Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service four (24) months in the case of an employee with one (1) or more years of service, or thirty-six (36) months in case of an employee with seven years or more of service when the absence began, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- f. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Department Personnel Office;
- g. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.

Section 4.9 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement 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 4.10 Seniority List:

On December 1st, March 1st, June 1st and September 1st of each year the Employer will furnish the Union a list showing the name, number, address, **personal email address and cell phone number (if available)**, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Sheriff shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer in writing of any error in their last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The Employer will furnish the Union monthly reports of any changes to such list.

Upon written request made by Local 73 no more often than every sixty (60) days, the County shall notify Local 73 in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

Section 4.11 Job Posting:

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

Interviews for the positions shall begin within thirty (30) days of the last day of posting. The positions shall be filled within thirty (30) days of the last interview.

Awards will be made in accordance with Section 4.3 of this Article. Employees in equal or lower-paying grades in other work sections 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 4.12 Hardship Schedule Shifts:

The Union and the employer agree that there may be up to four total hardship schedule requests made for the Civil Process Clerical unit. These requests are designed to be temporary and should be made to adjust schedule as close as possible to the actual work schedule.

ARTICLE V **Rates of Pay**

Section 5.1 Job Classifications:

Employees in the job classifications set forth in Appendix A¹ 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:

- A. The entry step which is approximately 10% lower than the previous entry step on all scales shall be removed from each of the wage scales. Any current employee on that step shall be placed on the next step which shall be the new entry step on each scale.
- B. General Wage Increases and non-compounding lump sum payments:
 - a. 6/1/21 – 1.5% across-the-board and upon ratification, \$2000 lump sum, non-compounding

¹ The steps on the pay scale are the subject of an interest arbitration and will be added upon the issuance of the Arbitrator's Award.

- b. 6/1/22 – 2.5% across-the-board increase
 - c. 12/1/22 - \$1000 lump sum, non-compounding bonus
 - d. 6/1/23 – 2.5% across-the-board increase
 - e. 6/1/24 – 2% across-the-board increase
- C. Pandemic Pay – Upon Ratification, one thousand dollars (\$1,000.00) for all bargaining unit members who qualify pursuant to guidelines of the American Rescue Plan Act
- D. Effective December 1, 2021, merge CRW Is into the CRW II title at Pay Grade 16.

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

During the term of this Agreement, the County 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. In the event a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set terms and conditions of employment, including rates 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 County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.

An employee also may request that their 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.

A. 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 1st 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.

Section 5.6 Newly Certified Positions:

Upon notification from the Union to the Employer and its human resources director, the Employer agrees to meet with the Union within 60 days thereafter to discuss the placement of newly certified bargaining unit positions on a wage scale.

Section 5.7 Advanced Step Hiring.

In hiring at an advanced step, credit shall be given on a uniform basis for prior experience in the classification for which hires up to the longevity step. A newly hired employee cannot be paid more than a current employee with comparable relevant years of professional experience and/or licensure or certification.

ARTICLE VI
Holidays

Section 6.1 Designation of Holidays:

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

New Year's Day - January 1
Martin Luther King's Birthday - Third Monday in January
Lincoln's Birthday- February 12
Presidents' Day - Third Monday in February
Casimir Pulaski Day - First Monday in March
Memorial Day - Last Monday in May
Juneteenth Day - June 19
Independence Day - July 4
Labor Day - First Monday in September
Indigenous Peoples' Day - Second Monday in October
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) 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.

A. 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:

- B. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st 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 their 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 receive one and one-half times (1½) the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.
- C. Employees who work on any one of the six (6) major holidays, e.g., New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1½) for all hours worked, plus an additional day off with pay without limitation during an employee's employment and may be used at time mutually agreed to between the employee and their supervisor in time blocks of one hour or more. Employees will not be allowed to cash in Holiday Time at any time, including separation from employment and Holiday Time that is unused at separation will be lost.

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.
- 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.
- c) If a holiday falls on Saturday or Sunday, only the employees who work on the actual holiday will receive holiday pay.

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 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:

| <u>Anniversary of Employment</u> | <u>Days of Vacation</u> | <u>Maximum Accumulation</u> |
|---|--------------------------------|------------------------------------|
| 1 st through 6 th Year | 10 working days | 20 working days |
| 7 th through 14 th Year | 15 working days | 30 working days |
| 15 or more years | 20 working days | 40 working days |

- B. Accruals will be carried out in accordance with the bi-weekly payroll system

- C. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- D. All individuals employed on apart-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.
- E. 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.
- F. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service 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.
- G. 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.
- H. 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.
- I. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- J. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. 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.
- K. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- L. Employees on the 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.

ARTICLE VIII

Welfare Benefits

Section 8.1 Hospitalization Insurance: Employee Contributions:

- A. The County agrees to maintain the 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.²
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for health insurance shall be made on a pre-tax basis.
- C. The Employer will provide a mail order prescription program as set forth 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 employment 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. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, 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 days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

² The tentative agreement includes both increases to the employee contributions for individual and dependent coverage as well as an increased cap on maximum out-of-pocket expenses for the PPO plan.

- E. For health-related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.
- F. 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 their vacation, sick leave and personal days.
- G. The employee may apply for disability under the rules and regulations established by the Retirement Board.

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 or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers' Annuity and Benefit Fund- Counties Over 500,000 Inhabitants (40 ILCS 5/9-101 et seq.).

Section 8.6 Dental Benefits:

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. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in

Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Hospitalization -- New Hires:

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

Section 8.9 Flexible Benefits Plan:

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

Section 8.10 Insurance Claims:

A dispute between an employee (or their 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 Section 7.1(A), (B), (C) or (D) of this Article.

Section 8.11 Confidentiality of Wellness Program:

Health information will be kept confidential, Personal health information may only be used and disclosed as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information may be disclosed to the screening agent, and to the employer acting as health plan sponsor for program administration purposes only as permitted by HIPAA. Program administration purposes may include offering and determining eligibility for Program incentives. The RFP for wellness vendors shall maximize the confidentiality of patient medical records and other privacy and confidentiality issues.

Section 8.12 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.

Section 8.13 Unauthorized Sick Leave:

Sick time is not to be used by employees as vacations or simply to take time off with pay; but employees shall not be disciplined for the legitimate use of earned and accrued sick time for medically-related reasons.

Excessive absences from work when not documented as a major illness, disability, or injury on duty are unacceptable. This includes the misuse or abuse of available medical time, as well as dock time.

Notwithstanding any other prior agreement between the Employer and the Union, an employee will be terminated if they have 10 or more unauthorized days of absence (or 80 hours) during a rolling 365 day period (leaves of absences or all non-attendance related suspensions stop the running of the 365 day period). Unauthorized absences include calling in absent because of an alleged medical condition when an employee does not have sick time to cover the absence; attempting to use a certain kind of benefit time, e.g. vacation, personal or C/E time, when the employee does not have that type to cover the absence no call (a NC); or when an employee calls in FMLA but does not have the FMLA certification to cover the absence and later fails to get the

absence(s) properly and timely certified or re-certified as an FMLA approved absence.

For all unauthorized absences that occur prior to the tenth unauthorized absence in a rolling 365-day period that warrant discipline, the Employer shall use progressive discipline, which could include termination.

In rare circumstances, a period of compassionate leave - may in good faith be granted to an employee whose approved FMLA leave has expired who does not have any remaining ordinary disability credits (if applicable) yet still needs to tend to a serious medical condition of themselves or an immediate family member.

The Employer will provide written, quarterly reports to all employees who have incurred an unauthorized absence during the past quarter advising them of their available benefit time and their total number of unauthorized days of absence within the last 365-day period.

All employees will start zero unauthorized absences for the rolling 365-day calendar on 11/1/2016.

ARTICLE IX **Additional Benefits**

Section 9.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, spouse's parents and such people who have reared the employee. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) normal days' pay.
- 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.
- E. Leave granted to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation, compensatory time or personal leave of the employee making the request.

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

Section 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 Maternity/Paternity Leave and 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 their 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"), i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 9.4 Family Medical Leave Act (FMLA):

In addition to the above leaves of absence, the County recognizes that all employees are also covered by the Family Medical Leave Act (FMLA).

Section 9.5 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 they may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with their supervisor at least two (2) work days prior to the election.

Section 9.6 Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time.

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

Personal days 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. In crediting personal days, the fiscal year shall be divided into the following fiscal quarters: Severance of employment shall terminate all rights to accrued personal days.

ARTICLE X
Leaves of Absence

Section 10.1 Regular Leave:

An employee not affected by the leave of absence rules of the Sheriffs 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 their 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 a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article 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.

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence, except for maternity or paternity leave, will be required to pay the cost of the insurance benefits provided in Article --- 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 entity designated for that purpose by the Employer prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4 . 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 agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and

National conferences, conventions and Stewards training related to the Union, not to exceed ten work days, in the aggregate, for all employees. 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 Veterans' Conventions:

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

1. The employee must be a delegate or alternate delegate to the convention as established in the bylaws 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 10.1 and 10.4 of this Article, will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in their 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 not be required

to use accumulated time prior to going on unpaid leave.

Section 10.10 Parental Leave:

Upon execution of the Collective Bargaining Agreement, Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees, except those who have applied for and been granted Parental Leave, shall be eligible for unpaid maternity or paternity leave pursuant to Cook County Personnel rule 6,03 (b).

ARTICLE XI
Grievance Procedure

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer’s Grievance Procedure applicable to all employees. (See Appendix B.)

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. It is understood that employees shall not advance oral reprimands past Step Two of the Grievance Procedure. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. The Union will send copies of grievances appealed at Step Three to the County's Director, Department of Human Resources or their designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Bureau of Human Resources, depending on the subject of the grievance.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative. Grievances may be initiated at Step Three by mutual agreement between the Union and the Employer. **Grievance meetings may be conducted remotely via telephone, Zoom, or comparable remote platform.**

Section 11.4 Grievance Procedure Steps:

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

| <u>Step</u> | <u>Submission Time</u> <u>Limit this Step</u> | <u>To Whom</u> <u>Submitted</u> | <u>Time Limits</u> |
|--------------------|--|--|---------------------------|
| 1 | 30 days | Immediate Supervisor | 10 days |
| 2 | 15 days | | 4 |

| | | | | |
|------|----|-----------------------|---------|---------|
| days | 30 | Sheriff's Designee | 30 days | 30 days |
| | | Impartial Third Party | 30 days | 30 days |

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Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing 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.

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 Stewards and/or Stewards in each department with the Employer and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

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. All employees shall be allowed time off with pay to attend meetings agreed to by the Employer required by the Employer, or mandated by this Agreement.

Stewards shall be allowed to attend authorized meetings with Union representatives during their normal work hours without loss of pay. Such meetings shall be limited to a maximum of four (4) per year per steward.

Section 11.7 Union Representatives:

Duly authorized Union representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These Union representatives will be identified to the Sheriff's Designee in a manner suitable to the Employer and on each occasion, will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff department rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step 2 Two answer submit in writing to the Sheriff notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County 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 and Union may request the Local Labor Relations Board, American Arbitration Association 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 remaining name shall be the Arbitrator. The Union and the Sheriff 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 and the Union, each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in their opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Sheriff and the Union. Their decision must be based solely upon their interpretation of the meaning or application of the express relevant language of the Agreement.

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

Section 11.9 Expedited Arbitration:

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

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event, shall

render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding. The parties further agree to increase the arbitration panel from seven (7) arbitrators. to twelve (12) arbitrators.

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 12.1 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 and instructing all employees to cease such action and return to work immediately; and
- 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 be first exhausted.

Section 12.6 Personnel Rules Changes:

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

Section 12.7 Orientation:

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership at which time the Union may give the employees a copy of this Agreement.

The County and the Union agree to communicate monthly regarding the time and place of the orientation. A steward designated by the Union shall be given reasonable notice of the orientation and they shall also be released with pay for such purpose.

ARTICLE XIII
Training and Education

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, Department of Human Resources of the County.

Section 13.2 Tuition Reimbursement:

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all SEIU Local 73 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 and technical institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than four hundred (\$400.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 13.3 Posting of Openings:

All courses and training programs presently available through the County will be posted 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 13.4 Courses and Conferences:

The Employer shall post courses, conferences and training events, as soon as they become available, in all districts/divisions. Such posting shall include all courses, conferences, and training events generally available to County employees.

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, **gender identity**, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union and other classifications protected under local, state and federal law. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

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

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.

B. **Health and Safety Committee.** The Employers and Local 73 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. **Computer Monitors.** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of computer monitors and their effect on the health and safety of the operators.

The Employers agree that employees who operate computer monitors 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 computer monitors 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:

E. 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.

1. To make professional medical counseling available to any employee who has reason to believe that they have become infected with TB, HIV, or Hepatitis B during the course of their employment. The Employer shall make available to the employee who has occupational exposure during the course of their 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 Voluntary and Community Service Workers:

Voluntary organizations and Community Service workers perform services for the Employer that are a valuable and necessary contribution to the operation of the Employer. Also, the Employer engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The Employer shall continue to have the right to avail itself of any and *all* such voluntary services and Community Service Workers, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and Community Service Workers.

Section 14.4 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, but only after submitting them to the Sheriffs' Designee for approval and posting. 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 14.5 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law 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 14.6 Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, 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 14.7 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 Local 73 Credit Union or the County's Pay Saver.

Credit Union.

Section 14.8 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect their personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in their personnel file, concerning any matter in the file.

The Union, upon request, shall be provided access to documentation relied upon by the Employer in matters invoking discipline, promotion, transfer or layoff, including documentation retained in departmental files.

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

Section 14.9 Discipline:

- A. 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 Union and the Employer agree that discipline shall be issued within thirty (30) calendar days of the event/occurrence that gave rise to the discipline. Except in cases of formal investigations conducted by the Office of Professional Review (OPR), the Employer may request an extension for reasons such as the employee being on leave of absence from work or an extended investigation of a major offence that cannot be completed within thirty (30) calendar days. Such requests shall not be unreasonably denied by the Union.
- B. Discipline should be timely, progressive, and accompanied by counseling where appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all discipline below suspension shall be discarded after one (1) calendar year if there has not been a like discipline problem.
- C. The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps:
 - Oral reprimand
 - Written reprimand
 - Suspension
 - Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and the gravity of the misconduct, the employee's disciplinary record, and any mitigating circumstances.

Formal Investigative Time Limits.

All formal investigations conducted by OPR on behalf of the Employer shall be conducted and completed within a reasonable period of time after receipt of the complaint. Investigations conducted by the Office of Professional Review (OPR) on behalf of the Employer will be completed as soon as practicable but no later than eighteen (18) months from the later of: (a) the date that the incident arose if known by both parties, or (b) the date the incident is stamped as

received by management in the office of the OPR if the date the incident arose is not reasonably known by both parties.

The 18-month time period does not pertain to investigations where there are allegations of criminal activity or in instances of actual threatened civil litigation. The parties agree and acknowledge that the provisions of this paragraph are inapplicable to a separate investigation with a different case assignment number that may involve facts that arose during a separate investigation. Unless the OPR investigation is timely completed, the employee shall not be subject to discipline in the absence of a mutually agreed upon extension of time. The Union will be reasonable when considering these requests when, for example, the employee is away from work for an extended period of time during the 18-month period.

For purposes of this section, the 18-month time-frame shall begin for any OPR investigation where the date the incident arose or the date that the incident is stamped (as set forth in (A) and (B) above) is on or after the date of ratification of the parties CBA and moving forward.

Section 14.10 Conduct of Disciplinary Investigation:

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

- A. The **interview** 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 **interview**, 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 **interview** of the employee under investigation, they shall be informed in writing of the nature of the complaint and the names of all complainants.
- E. The length of the **interview** shall be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls, and rest.
- F. An employee under **interview** 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 they have made.
- 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 self-incrimination prior to the beginning of the interrogation.

- I. An employee under **interview** shall have the right to be represented by a representative of the Union or to have representation by counsel of their choice and to have that counsel or representative present at all times during the interrogation. The interview shall be suspended for a reasonable time until representation can be obtained.

Section 14.11 Bargaining Unit Work:

It is the intent of the Employer that Deputy Sheriffs will not perform bargaining unit work except for suspensions, investigations, light duty for medical reasons, orientation for new Deputies, or emergencies. There will be no reduction in the bargaining unit because of Deputy Sheriffs performing bargaining unit work.

Section 14.12 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 14.13 Travel Reimbursement:

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

Section 14.14 Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 14.15 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 14.16 Bilingual Pay:

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

Section 14.17 Welfare to Work:

~~1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerks and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerks 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 14.17 Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor may raise their concern regarding said treatment through the grievance procedure.

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Section 14.18 Mass Transit Benefit Program:

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

Section 14.19 School Conference and Activity Leave:

The Employer must grant all employee unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day to attend school conference or classroom activities related to the employee's child, in accordance with the School Visitation Rights Act, 820 ILCS 47/1 et seq.

Section 14.20 Hardship Schedule Shifts:

The Union and the Employer agree that there may be up to four total hardship schedule requests made for the Civil Process Clerical Unit. These requests are designed to be temporary and should be made to adjust schedule as close as possible to the actual work schedule.

Section 14.21 Bidding on Job Assignments Correctional Rehabilitation Workers, Administrative Assistants (currently Grade 14) and Law Librarians:

Correctional Rehabilitation Workers, Law Librarians and **Administrative Assistants in Records** shall bid on job assignments on a bi-annual basis by departmental seniority. Bids shall occur during bi-yearly (odd years) the first week of May and take effect the first full pay period in June.

Section 14.22 Collective Bargaining Agreement 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.

Section 14.23 Residency:

To encourage Cook County employees to maintain a personal commitment to their domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County, all employees hired on or after December 1, 2018, must maintain their actual residence in the County throughout their employment. If such employee does not live within the County at the time of hire, they shall have six (6) months from the date of hire to establish actual residency in Cook County.

Section 14.24 Orientation:

An important part of each employee's tenure with the county is an understanding of the CBA and the role of the Union in the employment setting. The county shall notify the Union of the date and time of the Orientation and grant the union thirty (30) minutes of the orientation of new employees to present the benefits of Union membership at which time the union may give the employees a copy of this Agreement. The County will encourage new employees to attend.

By the 10th calendar day of each month, the Union shall receive a list of all current Employees, which shall include each Employees name, address, telephone number, work email addresses (if available), name and code, base hourly rate, Employee Identification number, hours worked, gross pay, and union dues. The list will be provided in an agreed upon format and transmitted electronically.

Section 14.25 Bidding on Job Assignments:

Correctional Rehabilitation Workers, Administrative Assistants (currently Grade 14) and Law Librarians shall bid on job assignments on a bi-annual basis by departmental seniority. Bids shall occur during bi-yearly (odd years) the first week of May and take effect the first full pay period in June.

ARTICLE XV

Introduction of New Automated Equipment

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 office, including the introduction of Video-Display-Terminals. 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 automated equipment, the Employer will meet with the Union to discuss the effects of the proposed changes.

The County will make every reasonable effort to ensure that new job positions, or job positions requiring new skills or knowledge, are filled by affected bargaining unit

employees, in accordance with Article IV, Section 2. The Employer agrees that whenever technological change requires new knowledge or skill on the part of employees, such employees shall be given reasonable opportunity to acquire the necessary knowledge and skills to perform the new duties competently.

Section 15.2 Computer Monitor Screens:

Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct glare through modifications of the working environment do not succeed, the Employer will provide glare screens.

ARTICLE XVI

Duration

Section 16.1 Term:

This Agreement shall become effective on December 1, 2020 and shall remain in effect through November 30, 2024. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Section 16.2 Notice:

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

- I. 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, Bureau of Human Resources 118 North Clark Street - Room 840 Chicago, IL 60602

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

President
SEIU Local 73
300 S. Ashland Ave., Suite 400
Chicago, IL 60607

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

APPENDIX A
LOCAL 73 - Sheriff Clerical

| <u>Job Code</u> | <u>Grade</u> | <u>Title</u> |
|-----------------|--|--|
| 0942 | 9 | Bookkeeping Machine Operator I |
| 0943 | | Bookkeeping Machine Operator II |
| 0944 | | Bookkeeping Machine Operator HI |
| 1517 | | Caseworker Aide |
| 0226 | | Cashier I |
| 0904 | | Clerk II |
| 0905 | | Clerk III |
| 0906 | | Clerk IV |
| 0953 | | Data Entry Operator I |
| 0954 | | Data Entry Operator II |
| 0971 | | Police Telephone Switchboard Operator |
| 0933 | | Stenographer II |
| 0934 | | Stenographer III |
| 0972 | | Switchboard Operator I |
| 0938 | | Typist II |
| 0940 | Typist III | |
| 0227 | 10 | Cashier II |
| 0955 | 11 | Data Entry Operator III |
| 0141 | | Accountant I |
| 0173 | | Bookkeeper III |
| 0906 | | Clerk IV* |
| 0907 | | (upgrade to Administrative Asst. 1) |
| 0973 | | ClerkV* |
| 0935 | | (upgrade to Administrative Asst. 1) |
| 0973 | Switchboard Operator II | |
| 0935 | Stenographe_r IV* | |
| | (upgrade to Administrative Asst. 1) | |
| 0046 | 12 | Administrative Assistant I |
| 0228 | | Cashier III |
| 0906 | | Clerk IV |
| 0907 | | Clerk |
| 0935 | | Stenographer IV |
| 1234 | | Storekeeper IV |

APPENDIX A
LOCAL 73 - Sheriff Clerical

| <u>Job.Code</u> | <u>Grade</u> | <u>Title</u> |
|-----------------|--------------|--|
| 0142 | 13 | Accountant II |
| 0936 | | Stenographer V |
| 1340 | | Juvenile Court Worker |
| 0047 | 14 | Administrative Assistant II |
| 0047 | 15 | *Administrative Assistant II/Law Librarian |

***Effective 12/1/18**

If any **Administrative II/Law Librarian** has a **Bachelor's degree** or earns a **Bachelor's degree** during the term of this Agreement; the employee will be reclassified to **Grade 16**.

Effective 12/1/21 merge CRW 1's title into the CRW II title at paygrade 16.

DRAFT

LOCAL 73 - Administrative

| <u>Job Code</u> | Grade | <u>Title</u> |
|------------------------|--------------|--------------------------------------|
| 0827 | 12 | Vocational Instructor II |
| 1119 | 13 | Systems Analyst Trainee |
| 1512 | 14 | Caseworker II |
| 1366 | | Correctional Rehabilitation Worker I |
| 0143 | 15 | Accountant III |
| 1316 | | Youth Service Worker I |
| 1367 | 16 | Correctional Rehabilitation Worker |
| II | | |
| 1513 | | Caseworker III |
| 1317 | | Youth Service Worker II |
| 0144 | 17 | Accountant IV |
| 1369 | 17 | Corrective Rehabilitation Worker III |
| 1106 | 18 | Programmer II |
| 1111 | | Systems Analyst II |

SCHEDULE t
BUREAU OF HUMAN RESOURCES
CORPORATE - SEIU - LOCAL 73

| Grade | Entry Rate | 1st Step | 2nd Step | 3rd Step | 4th Step | 5th Step | 6th Step | 7th Step | 8th Step | 9th Step | After 1 | After 1 | After 1 | |
|-------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------------------|-----------------------------------|-----------------------------------|--|
| | | | | | | | | | | | Year at 1st Year | Year at 2nd Year | Year at 3rd Year | |
| | | | | | | | | | | | Longevity Rate & 5th Step | Longevity Rate & 15 Years Service | Longevity Rate & 20 Years Service | |
| 9 | Hourly | 13.78 | 15.316 | 16.011 | 16.790 | 17.601 | 18.412 | 19.289 | 19.837 | 20.036 | 20.626 | | | |
| | Bi-Weekly | 1,102.2 | 1,225.28 | 1,280.88 | 1,343.20 | 1,408.08 | 1,472.96 | 1,543.12 | 1,586.96 | 1,602.88 | 1,650.08 | | | |
| | Annual | 28,670 | 31,857 | 33,302 | 34,923 | 36,610 | 38,296 | 40,121 | 41,260 | 41,674 | 42,902 | | | |
| 10 | Hourly | 14.764 | 16.405 | 17.172 | 17.979 | 18.849 | 19.755 | 20.679 | 21.073 | 21.296 | 21.926 | | | |
| | Bi-Weekly | 1,131.12 | 1,312.40 | 1,373.76 | 1,448.32 | 1,507.92 | 1,580.40 | 1,654.32 | 1,685.84 | 1,702.68 | 1,754.08 | | | |
| | Annual | 30,709 | 34,122 | 35,717 | 37,396 | 39,205 | 41,090 | 43,012 | 43,831 | 44,295 | 45,606 | | | |
| 11 | Hourly | 15.840 | 17.601 | 18.412 | 19.289 | 20.189 | 21.187 | 22.260 | 22.707 | 22.916 | 23.619 | | | |
| | Bi-Weekly | 1,267.20 | 1,408.08 | 1,429.96 | 1,543.12 | 1,615.12 | 1,694.96 | 1,780.89 | 1,816.56 | 1,833.28 | 1,889.52 | | | |
| | Annual | 32,947 | 36,610 | 38,296 | 40,121 | 41,993 | 44,068 | 46,000 | 47,230 | 47,665 | 49,127 | | | |
| 12 | Hourly | 16.994 | 18.849 | 19.755 | 20.679 | 21.676 | 22.790 | 23.846 | 24.312 | 24.555 | 25.301 | | | |
| | Bi-Weekly | 1,351.12 | 1,507.92 | 1,580.40 | 1,654.32 | 1,734.08 | 1,823.20 | 1,907.68 | 1,944.96 | 1,964.40 | 2,024.08 | | | |
| | Annual | 35,285 | 39,205 | 41,090 | 43,012 | 45,086 | 47,403 | 49,599 | 50,568 | 51,074 | 52,626 | | | |
| 13 | Hourly | 18.170 | 20.189 | 21.187 | 22.260 | 23.335 | 24.392 | 25.613 | 26.124 | 26.374 | 27.172 | | | |
| | Bi-Weekly | 1,453.60 | 1,615.12 | 1,694.96 | 1,780.80 | 1,866.80 | 1,951.36 | 2,049.04 | 2,089.92 | 2,109.92 | 2,173.76 | | | |
| | Annual | 37,793 | 41,993 | 44,068 | 46,300 | 48,536 | 50,735 | 53,275 | 54,337 | 54,857 | 56,517 | | | |
| 14 | Hourly | 19.508 | 21.676 | 22.790 | 23.846 | 25.049 | 26.235 | 27.481 | 28.048 | 28.327 | 29.182 | | | |
| | Bi-Weekly | 1,560.64 | 1,734.08 | 1,829.20 | 1,907.68 | 2,003.92 | 2,098.80 | 2,198.48 | 2,243.84 | 2,266.16 | 2,334.56 | | | |
| | Annual | 40,576 | 45,086 | 47,403 | 49,599 | 52,161 | 54,568 | 57,160 | 58,339 | 58,920 | 60,698 | | | |
| 15 | Hourly | 21.001 | 23.335 | 24.392 | 25.613 | 26.881 | 28.231 | 29.561 | 30.157 | 30.465 | 31.373 | | | |
| | Bi-Weekly | 1,680.08 | 1,866.80 | 1,951.36 | 2,049.04 | 2,150.48 | 2,258.48 | 2,364.88 | 2,412.56 | 2,437.20 | 2,509.84 | | | |
| | Annual | 43,682 | 48,536 | 50,735 | 53,275 | 55,912 | 58,720 | 61,486 | 62,726 | 63,367 | 65,555 | | | |
| 16 | Hourly | 22.544 | 25.049 | 26.235 | 27.481 | 28.795 | 30.184 | 31.533 | 32.234 | 32.547 | 33.527 | | | |
| | Bi-Weekly | 1,803.52 | 2,003.92 | 2,098.00 | 2,198.48 | 2,303.60 | 2,414.72 | 2,526.64 | 2,578.72 | 2,603.76 | 2,682.16 | | | |
| | Annual | 46,891 | 52,101 | 54,568 | 57,160 | 59,893 | 62,782 | 65,692 | 67,046 | 67,690 | 69,736 | | | |
| 17 | Hourly | 25.992 | 26.881 | 28.231 | 29.561 | 30.936 | 32.465 | 34.071 | 34.736 | 35.070 | 36.129 | | | |
| | Bi-Weekly | 2,079.36 | 2,150.48 | 2,258.48 | 2,364.88 | 2,474.88 | 2,597.20 | 2,725.68 | 2,778.88 | 2,805.60 | 2,890.32 | | | |
| | Annual | 54,063 | 55,912 | 57,720 | 61,486 | 64,346 | 67,527 | 70,867 | 72,250 | 72,945 | 75,148 | | | |
| 18 | Hourly | 25.915 | 28.795 | 30.184 | 31.583 | 33.154 | 34.682 | 36.395 | 37.139 | 37.491 | 38.651 | | | |
| | Bi-Weekly | 2,073.20 | 2,303.60 | 2,414.72 | 2,526.64 | 2,652.32 | 2,774.56 | 2,911.60 | 2,971.12 | 2,999.28 | 3,092.08 | | | |
| | Annual | 53,903 | 59,893 | 62,782 | 65,692 | 68,900 | 72,138 | 75,701 | 77,249 | 77,981 | 80,394 | | | |
| 19 | Hourly | 28.424 | 31.583 | 33.115 | 34.682 | 36.395 | 38.115 | 39.942 | 40.549 | 40.945 | 42.185 | | | |
| | Bi-Weekly | 2,273.92 | 2,526.64 | 2,652.32 | 2,774.56 | 2,911.60 | 3,049.20 | 3,153.36 | 3,243.92 | 3,275.60 | 3,374.80 | | | |
| | Annual | 59,121 | 65,692 | 68,960 | 72,138 | 75,701 | 79,279 | 83,079 | 84,341 | 85,105 | 87,744 | | | |
| 20 | Hourly | 31.213 | 34.682 | 36.395 | 38.115 | 39.942 | 41.827 | 43.869 | 44.513 | 44.944 | 46.300 | | | |
| | Bi-Weekly | 2,497.04 | 2,774.56 | 2,911.69 | 3,049.20 | 3,195.36 | 3,346.16 | 3,509.52 | 3,561.04 | 3,595.52 | 3,704.00 | | | |
| | Annual | 64,923 | 72,138 | 75,701 | 79,279 | 83,079 | 87,000 | 91,247 | 92,587 | 93,483 | 96,304 | | | |
| 21 | Hourly | 34.303 | 38.115 | 39.942 | 41.827 | 43.869 | 45.951 | 48.187 | 48.901 | 49.388 | 50.887 | | | |
| | Bi-Weekly | 2,744.24 | 3,049.20 | 3,195.36 | 3,346.16 | 3,509.52 | 3,676.08 | 3,854.96 | 3,912.08 | 3,951.00 | 4,070.96 | | | |
| | Annual | 71,350 | 79,279 | 83,079 | 87,000 | 91,247 | 95,578 | 100,228 | 101,714 | 102,727 | 105,844 | | | |
| 22 | Hourly | 37.644 | 41.827 | 43.869 | 45.951 | 48.187 | 50.425 | 52.855 | 53.632 | 54.165 | 55.789 | | | |
| | Bi-Weekly | 3,011.52 | 3,346.16 | 3,509.52 | 3,676.08 | 3,854.96 | 4,034.00 | 4,229.40 | 4,290.56 | 4,333.20 | 4,463.12 | | | |
| | Annual | 78,299 | 87,000 | 91,247 | 95,578 | 100,228 | 104,884 | 109,938 | 111,554 | 112,663 | 116,041 | | | |
| 23 | Hourly | 39.412 | 43.869 | 45.951 | 48.187 | 50.425 | 52.855 | 55.486 | 56.308 | 56.869 | 58.588 | | | |
| | Bi-Weekly | 3,158.66 | 3,509.52 | 3,676.08 | 3,854.96 | 4,034.00 | 4,228.40 | 4,438.88 | 4,504.64 | 4,549.52 | 4,687.04 | | | |
| | Annual | 82,122 | 91,247 | 95,578 | 100,228 | 104,884 | 109,938 | 115,410 | 117,120 | 118,287 | 121,863 | | | |

SCHEDULE:
BUREAU OF HUMAN RESOURCES
CORPORATE SEIU LOCAL 73

After 1 After 1 After 1
Year at 1st Year at 2nd Year at 3rd
Longevity Longevity Longevity
& 10 & 15 & 20
Years At Years Years
5th Step Service Service Service

| Grade | Entn::Rate | 1st Step | 2nd Step | 3rd Step | 4th Step | 5th Step | 6th Step | 7th Step | 8th Step | 9th Step |
|-------|------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 9 | Hourly | 14.060 | 15.622 | 16.331 | 17.126 | 17.953 | 18.780 | 19.675 | 20.234 | 21.039 |
| | Bi-Weekly | 1,124.80 | 1,249.76 | 1,306.48 | 1,370.08 | 1,436.24 | 1,502.40 | 1,574.00 | 1,618.72 | 1,683.12 |
| | Annual | 29,244 | 37,493 | 39,968 | 35,622 | 37,342 | 39,062 | 40,924 | 42,086 | 43,761 |
| 10 | Hourly | 15.059 | 16.733 | 17.515 | 18.339 | 19.226 | 20.110 | 21.093 | 21.494 | 22.365 |
| | Bi-Weekly | 1,204.72 | 1,338.64 | 1,401.20 | 1,413.71 | 1,538.08 | 1,611.00 | 1,687.44 | 1,719.52 | 1,789.20 |
| | Annual | 31,322 | 34,804 | 36,431 | 38,145 | 39,990 | 41,912 | 43,873 | 44,707 | 46,519 |
| 11 | Hourly | 16.157 | 17.953 | 18.780 | 19.675 | 20.593 | 21.611 | 22.705 | 23.161 | 24.091 |
| | Bi-Weekly | 1,292.56 | 1,437.24 | 1,502.40 | 1,574.00 | 1,647.44 | 1,728.88 | 1,816.40 | 1,852.88 | 1,927.28 |
| | Annual | 33,606 | 37,342 | 39,062 | 40,924 | 42,833 | 44,950 | 47,226 | 48,174 | 50,110 |
| 12 | Hourly | 17.303 | 19.226 | 20.150 | 21.093 | 22.110 | 23.246 | 24.323 | 24.798 | 25.807 |
| | Bi-Weekly | 1,384.24 | 1,538.08 | 1,612.00 | 1,687.44 | 1,768.80 | 1,859.68 | 1,945.84 | 1,983.84 | 2,064.56 |
| | Annual | 35,990 | 39,990 | 41,912 | 43,873 | 45,988 | 48,351 | 50,591 | 51,579 | 53,678 |
| 13 | Hourly | 18.533 | 20.593 | 21.611 | 22.705 | 23.807 | 24.880 | 26.125 | 26.646 | 27.715 |
| | Bi-Weekly | 1,482.64 | 1,647.44 | 1,728.88 | 1,816.40 | 1,904.16 | 1,990.40 | 2,090.00 | 2,131.68 | 2,211.20 |
| | Annual | 38,548 | 42,333 | 45,950 | 47,226 | 49,508 | 51,750 | 54,340 | 55,423 | 57,647 |
| 14 | Hourly | 19.898 | 22.110 | 23.246 | 24.323 | 25.550 | 26.760 | 28.031 | 28.609 | 29.766 |
| | Bi-Weekly | 1,591.84 | 1,768.80 | 1,859.68 | 1,945.84 | 2,044.00 | 2,140.80 | 2,242.48 | 2,288.12 | 2,381.2 |
| | Annual | 41,387 | 45,988 | 48,351 | 50,591 | 53,144 | 55,000 | 58,304 | 59,506 | 61,913 |
| 15 | Hourly | 21.421 | 23.802 | 24.880 | 26.125 | 27.419 | 28.796 | 30.152 | 30.760 | 32.000 |
| | Bi-Weekly | 1,713.68 | 1,904.16 | 1,990.40 | 2,090.00 | 2,193.52 | 2,303.68 | 2,412.16 | 2,460.80 | 2,550.00 |
| | Annual | 44,555 | 49,508 | 51,750 | 54,340 | 57,031 | 59,895 | 62,716 | 63,980 | 66,560 |
| 16 | Hourly | 22.995 | 25.550 | 26.760 | 28.031 | 29.371 | 30.760 | 32.215 | 32.879 | 34.19 |
| | Bi-Weekly | 1,839.60 | 2,044.00 | 2,140.80 | 2,242.48 | 2,349.68 | 2,463.04 | 2,571.20 | 2,630.32 | 2,735.84 |
| | Annual | 47,829 | 53,144 | 55,660 | 58,304 | 61,091 | 64,039 | 67,007 | 68,381 | 71,131 |
| 17 | Hourly | 26.512 | 27.419 | 28.796 | 30.152 | 31.555 | 33.114 | 34.752 | 35.431 | 36.852 |
| | Bi-Weekly | 2,120.96 | 2,193.52 | 2,303.68 | 2,412.16 | 2,524.40 | 2,649.12 | 2,780.16 | 2,834.48 | 2,948.16 |
| | Annual | 55,444 | 57,031 | 59,897 | 62,716 | 65,634 | 68,877 | 72,284 | 73,696 | 76,652 |
| 18 | Hourly | 26.433 | 29.371 | 30.788 | 32.215 | 33.817 | 35.376 | 37.123 | 37.882 | 39.424 |
| | Bi-Weekly | 2,114.64 | 2,349.68 | 2,463.04 | 2,577.20 | 2,705.36 | 2,830.08 | 2,969.84 | 3,030.56 | 3,153.92 |
| | Annual | 54,980 | 61,091 | 64,039 | 67,007 | 70,339 | 73,582 | 77,215 | 78,794 | 82,001 |
| 19 | Hourly | 28.992 | 32.215 | 33.817 | 35.376 | 37.123 | 38.877 | 40.741 | 41.360 | 43.029 |
| | Bi-Weekly | 2,319.36 | 2,577.20 | 2,705.36 | 2,830.08 | 2,969.84 | 3,119.10 | 3,259.28 | 3,308.80 | 3,442.32 |
| | Annual | 60,303 | 67,007 | 70,339 | 73,582 | 77,215 | 80,864 | 84,741 | 86,028 | 89,500 |
| 20 | Hourly | 31.837 | 35.376 | 37.123 | 38.877 | 40.741 | 42.664 | 44.746 | 45.403 | 47.226 |
| | Bi-Weekly | 2,546.96 | 2,830.08 | 2,969.84 | 3,110.16 | 3,259.28 | 3,413.12 | 3,579.68 | 3,632.24 | 3,778.08 |
| | Annual | 66,220 | 73,582 | 77,215 | 80,864 | 84,741 | 88,741 | 93,071 | 94,438 | 98,230 |
| 21 | Hourly | 34.989 | 38.877 | 40.741 | 42.664 | 44.746 | 46.870 | 49.151 | 49.879 | 51.905 |
| | Bi-Weekly | 2,799.12 | 3,110.16 | 3,259.28 | 3,413.12 | 3,579.68 | 3,749.60 | 3,932.08 | 3,990.32 | 4,152.40 |
| | Annual | 72,777 | 80,864 | 84,141 | 88,741 | 93,071 | 97,489 | 102,234 | 103,748 | 107,962 |
| 22 | Hourly | 38.397 | 42.664 | 44.746 | 46.870 | 49.151 | 51.434 | 53.912 | 54.705 | 56.905 |
| | Bi-Weekly | 3,071.76 | 3,413.12 | 3,579.68 | 3,749.60 | 3,932.08 | 4,114.72 | 4,312.96 | 4,376.40 | 4,552.40 |
| | Annual | 79,865 | 88,741 | 93,071 | 97,489 | 102,234 | 106,982 | 112,136 | 113,786 | 118,362 |
| 23 | Hourly | 40.272 | 44.746 | 46.870 | 49.151 | 51.434 | 53.912 | 56.596 | 57.434 | 59.760 |
| | Bi-Weekly | 3,221.76 | 3,579.88 | 3,749.60 | 3,932.08 | 4,114.72 | 4,312.96 | 4,527.68 | 4,594.72 | 4,780.80 |
| | Annual | 83,765 | 93,071 | 97,489 | 102,234 | 106,982 | 112,136 | 117,719 | 119,462 | 124,300 |

SCHEDULE I
BUREAU OF HUMAN RESOURCES
CORPORATE SEIU LOCAL 73

| Grade | Entire Rate | 1st Step | 2nd Step | 3rd Step | 4th Step | 5th Step | 6th Step | 7th Step | 8th Step | 9th Step | After 1 | After 1 | After 1 | |
|-------|-------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------------------------|----------------------------|----------------------------|---------------|
| | | | | | | | | | | | Year at 1st Year Longevity | Year at 2nd Year Longevity | Year at 3rd Year Longevity | |
| | | | | | | | | | | | After 2 | After 10 | After 15 | After 20 |
| | | | | | | | | | | | Years At 5th Step | Years Service | Years Service | Years Service |
| 9 | Hourly | 14.341 | 15.934 | 16.658 | 17.469 | 18.312 | 19.156 | 20.069 | 20.639 | 20.846 | 21.460 | | | |
| | Bi-Weekly | 1,147.28 | 1,274.72 | 1,332.64 | 1,397.52 | 1,464.96 | 1,532.48 | 1,605.52 | 1,651.12 | 1,667.66 | 1,716.8 | | | |
| | Annual | 29,829 | 33,142 | 34,648 | 36,335 | 38,088 | 39,8 | 41,743 | 42,929 | 43,359 | 44,636 | | | |
| 10 | Hourly | 15.360 | 17.061 | 17.865 | 18.706 | 19.611 | 20.553 | 21.515 | 21.924 | 22.156 | 22.812 | | | |
| | Bi-Weekly | 1,228.80 | 1,365.1 | 1,429.20 | 1,496.48 | 1,568.88 | 1,644.24 | 1,721.20 | 1,753.92 | 1,772.48 | 1,824.96 | | | |
| | Annual | 31,48 | 35,501 | 37,159 | 38,908 | 40,790 | 42,750 | 44,751 | 45,601 | 46,084 | 47,448 | | | |
| 11 | Hourly | 16.480 | 18.312 | 19.156 | 20.069 | 21.043 | 22.043 | 23.159 | 23.624 | 23.841 | 24.573 | | | |
| | Bi-Weekly | 1,318.40 | 1,464.96 | 1,532.48 | 1,605.52 | 1,680.40 | 1,763.44 | 1,852.72 | 1,889.92 | 1,907.28 | 1,865.84 | | | |
| | Annual | 34,278 | 38,088 | 39,844 | 41,743 | 43,690 | 45,849 | 48,170 | 49,137 | 49,539 | 51,111 | | | |
| 12 | Hourly | 17.649 | 19.611 | 20.553 | 21.515 | 22.552 | 23.711 | 24.809 | 25.294 | 25.547 | 26.323 | | | |
| | Bi-Weekly | 1,411.92 | 1,588.88 | 1,644.24 | 1,721.20 | 1,804.16 | 1,896.88 | 1,984.72 | 2,023.52 | 2,043.76 | 2,158.4 | | | |
| | Annual | 36,709 | 40,790 | 42,750 | 44,751 | 46,908 | 49,318 | 51,602 | 52,111 | 53,137 | 54,751 | | | |
| 13 | Hourly | 18.904 | 21.005 | 22.043 | 23.159 | 24.278 | 25.378 | 26.648 | 27.179 | 27.439 | 28.269 | | | |
| | Bi-Weekly | 1,512.32 | 1,680.40 | 1,763.44 | 1,852.72 | 1,942.24 | 2,030.24 | 2,118.84 | 2,174.32 | 2,195.12 | 2,261.52 | | | |
| | Annual | 39,320 | 43,690 | 45,849 | 48,170 | 50,498 | 52,866 | 55,427 | 56,532 | 57,073 | 58,799 | | | |
| 14 | Hourly | 20.296 | 22.552 | 23.711 | 24.809 | 26.061 | 27.295 | 28.592 | 29.181 | 29.472 | 30.361 | | | |
| | Bi-Weekly | 1,623.68 | 1,804.16 | 1,896.88 | 1,984.72 | 2,084.88 | 2,183.60 | 2,287.36 | 2,334.48 | 2,357.76 | 2,428.88 | | | |
| | Annual | 42,215 | 46,908 | 49,318 | 51,602 | 54,206 | 56,773 | 59,471 | 60,696 | 61,301 | 63,150 | | | |
| 15 | Hourly | 21.49 | 24.278 | 25.378 | 26.648 | 27.981 | 29.372 | 30.755 | 31.375 | 31.695 | 32.640 | | | |
| | Bi-Weekly | 1,747.92 | 1,942.24 | 2,030.24 | 2,131.84 | 2,237.36 | 2,349.76 | 2,460.40 | 2,510.00 | 2,535.60 | 2,611.60 | | | |
| | Annual | 45,445 | 50,498 | 52,786 | 55,427 | 58,171 | 61,093 | 63,970 | 65,260 | 65,925 | 67,891 | | | |
| 16 | Hourly | 23.455 | 26.061 | 27.295 | 28.592 | 29.958 | 31.404 | 32.859 | 33.537 | 33.862 | 34.882 | | | |
| | Bi-Weekly | 1,876.40 | 2,084.16 | 2,183.60 | 2,273.36 | 2,396.64 | 2,512.32 | 2,628.72 | 2,682.96 | 2,708.96 | 2,790.56 | | | |
| | Annual | 48,786 | 54,206 | 56,773 | 59,471 | 62,312 | 65,320 | 68,346 | 69,756 | 70,432 | 72,554 | | | |
| 17 | Hourly | 25.042 | 27.967 | 29.372 | 30.755 | 32.186 | 33.776 | 35.447 | 36.140 | 36.486 | 37.58 | | | |
| | Bi-Weekly | 2,163.36 | 2,237.36 | 2,349.16 | 2,460.40 | 2,574.8 | 2,702.08 | 2,835.76 | 2,891.20 | 2,918.88 | 3,007.12 | | | |
| | Annual | 56,241 | 58,171 | 61,931 | 63,970 | 66,946 | 70,294 | 73,729 | 75,171 | 75,890 | 78,185 | | | |
| 18 | Hourly | 26.962 | 29.958 | 31.404 | 32.859 | 34.493 | 36.084 | 37.865 | 38.640 | 39.006 | 40.212 | | | |
| | Bi-Weekly | 2,156.96 | 2,396.64 | 2,512.32 | 2,628.72 | 2,759.44 | 2,886.72 | 3,029.20 | 3,091.20 | 3,120.48 | 3,216.96 | | | |
| | Annual | 56,080 | 62,312 | 65,320 | 68,346 | 71,745 | 75,054 | 78,759 | 80,371 | 81,132 | 83,640 | | | |
| 19 | Hourly | 29.572 | 32.859 | 34.493 | 36.084 | 37.865 | 39.655 | 41.556 | 42.187 | 42.599 | 43.890 | | | |
| | Bi-Weekly | 2,365.76 | 2,628.72 | 2,759.44 | 2,886.72 | 3,029.20 | 3,172.40 | 3,324.48 | 3,374.95 | 3,407.92 | 3,511.20 | | | |
| | Annual | 61,509 | 68,346 | 71,745 | 75,044 | 78,759 | 82,482 | 86,436 | 87,748 | 88,605 | 91,291 | | | |
| 20 | Hourly | 32.474 | 36.084 | 37.865 | 39.655 | 41.556 | 43.517 | 45.641 | 46.311 | 46.760 | 48.171 | | | |
| | Bi-Weekly | 2,597.92 | 2,886.72 | 3,029.20 | 3,172.40 | 3,324.48 | 3,481.36 | 3,651.28 | 3,704.88 | 3,740.80 | 3,853.68 | | | |
| | Annual | 67,545 | 75,054 | 78,759 | 82,412 | 86,436 | 90,515 | 94,933 | 96,326 | 97,260 | 100,195 | | | |
| 21 | Hourly | 35.689 | 39.655 | 41.556 | 43.517 | 45.641 | 47.807 | 50.134 | 50.877 | 51.384 | 52.943 | | | |
| | Bi-Weekly | 2,855.12 | 3,172.40 | 3,311.44 | 3,481.36 | 3,651.28 | 3,824.56 | 4,010.72 | 4,070.16 | 4,110.72 | 4,235.44 | | | |
| | Annual | 74,233 | 82,482 | 86,436 | 90,515 | 94,933 | 99,438 | 104,278 | 105,824 | 106,878 | 110,121 | | | |
| 22 | Hourly | 39.165 | 43.517 | 45.641 | 47.807 | 50.134 | 52.463 | 54.990 | 55.799 | 56.353 | 58.043 | | | |
| | Bi-Weekly | 3,133.20 | 3,481.36 | 3,651.28 | 3,824.56 | 4,010.72 | 4,197.04 | 4,399.20 | 4,463.92 | 4,508.24 | 4,643.44 | | | |
| | Annual | 81,463 | 90,515 | 94,933 | 99,438 | 104,278 | 109,123 | 114,379 | 116,061 | 117,214 | 120,729 | | | |
| 23 | Hourly | 41.077 | 45.641 | 47.807 | 50.134 | 52.463 | 54.990 | 57.728 | 58.583 | 59.166 | 60.955 | | | |
| | Bi-Weekly | 3,286.16 | 3,651.28 | 3,824.56 | 4,010.72 | 4,197.04 | 4,399.20 | 4,618.24 | 4,686.64 | 4,733.28 | 4,876.40 | | | |
| | Annual | 85,440 | 94,933 | 99,438 | 104,278 | 109,123 | 114,379 | 120,074 | 121,852 | 123,065 | 126,786 | | | |

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 | 90% coinsurance after |

| | | |
|--|---|---|
| | \$35 copay/ 60% Out of network | \$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 I Out of Network</i> | \$75 copay | \$75 copay |

DRAFT

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*

Cook County Benefit Overview (Cont.)

| | |
|-------------------------------|--|
| Dental-HMO | Benefits 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 |

| | |
|-------------------|--|
| 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 1 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</i> | 80% of Maximum Allowance (In network) |

| | |
|---------------------------|--|
| <i>Routine Fillings</i> | 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>Oro/ 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 |

DRAFT

**Memorandum of Agreement
Between SEIU Local 73 (the "Union")
And
The Cook County Sheriff's Office ("CCSO")
And The County of Cook (the "County")
(as Joint Employers)
Re: Lateral Transfer Requests**

The Union, CCSO and the County agree to incorporate the following by reference into the collective bargaining agreement which modifies Article _____ Section _____ for the purposes of implementing the new process to fill vacant positions through lateral transfers:

Employees shall make requests for lateral transfers for calendar year 2021 in the period beginning the day after the parties reach a tentative agreement on a new collective bargaining agreement until thirty (30) calendar days after ratification.

This Memorandum of Agreement will expire at 11:59 p.m. on December 31, 2021.

FOR THE UNION:

Date: _____

FOR CCSO

Date: _____

FOR THE COUNTY:

Date: _____

DRAFT

APPENDIX D
CIVILIAN
DRUG-FREE WORKPLACE POLICY

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I PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 are applicable to Cook County Government as a grantee of federal funds. The Cook County Board of Commissioners has adopted a resolution that established a policy to maintain all county government workplaces as drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War on Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all civilian employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of law breakers. Because of the enormous responsibilities of the Sheriff's Office, drug use by any sheriff's personnel has a particularly devastating effect on all of law enforcement.

Drug use by civilian personnel could be a thing short of disastrous if it impacts on public safety and the ability of civilians to perform their duties. The purpose of this policy is to:

- A. Deter and eventually eliminate drug use by civilian employees.
- B. Promulgate department policy that prohibits the presence of either of the following in an employee's system:
 1. Illegal drugs and controlled substances or their metabolites.
 2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all civilian employees.
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public.
- E. Encourage civilian employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program.

- F. Provide for confidentiality of testing results.
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs.
- H. Ensure the professional credibility, unimpeachable integrity and judgment of civilian employees by providing sanctions for prohibited off-duty conduct.
- I. Promote public confidence in the safety and integrity of all civilian personnel and ensure their fitness for duty.
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use.
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program.
- L. Recognize the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society.
- M. Describe responsibilities and procedures relative to the Drug Testing Program.
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101) for civilian personnel.

II POLICY STATEMENT

The Department recognizes that the vast majority of its civilian employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all civilian employees possess the judgment, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent an otherwise pervasive societal problem from invading Sheriff's civilian personnel.

- A. This policy applies to all civilian personnel of the Sheriff's Department which includes exempt personnel. For the purposes of this policy and directive, civilian employees are defined as persons of any title who are not sworn.
- B. The terms "drug" or "controlled substance" include, but are not limited to; the following substances and their respective metabolites:
 - 1. Cannabis as defined in 720 Illinois Compiled Statutes 550/3 or as amended.
 - 2. Controlled substances as defined in 720 Illinois Compiled Statutes 570/102 or as amended.
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by civilian employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a civilian employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 Illinois Compiled Statutes 570/102.
- F. All civilian employees of the Department shall be subject to urinalysis. drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy. Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article II, Section D, of this directive.
 - 1. Refusal to submit to testing.
 - 2. Failure to cooperate.
 - 3. Tampering or attempting to tamper with urine specimens.
 - 4. Adulteration of a test sample.
 - 5. Submission of or attempt to submit a false test sample.

6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.
- G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a civilian employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable or rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform their job safely is reduced.
1. Reasonable suspicion drug testing shall be conducted when a civilian employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager Or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
 2. Factors to be considered by command 'and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs.
 - b. Abnormal conduct or erratic behavior while on-duty.
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance.
 - d. Slurred speech or unsteady walking or movement.
 - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute.
 - f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.
- H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a civilian employee:
1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;

2. Qualifies for an extra-departmental training program of more than two weeks duration;
 3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days. However, if the reason for the absence is medical but other time earned is then used in the alternative the employee will be subject to testing.
 4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage.
- I. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III MANAGEMENT RESPONSIBILITIES

Directors and supervisors are responsible for the reasonable enforcement of this policy.

- A; Supervisors shall request approval by the Department Head that a civilian employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.
- B. Any director or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the Department Head.
- D. Directors and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work. Director and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

IV EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify their supervisor, before beginning work, when taking prescribed drugs which could foreseeably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline..

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when their ability to perform job duties is impaired due to on or off duty drug use.
- B. Notify the Department of their arrest for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such arrest.
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

V CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence in any criminal proceeding against the employee, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
 - 1. Required in a disciplinary action.
 - 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department).
 - 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.

- C. No physician-patient relationship is created between an employee and the . Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology.. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the . Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U. S. Department of Health and Human Services Clinical Laboratory.

- B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures and personnel:
1. Initial drug screening tests utilizing the EMIT or equally reliable method.
 2. Confirmation testing utilizing the Gas Chromatography /Mass Spectrometry (GC/MS) method.
 3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage.
 4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises.
 5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites.
 6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

VII DRUG TESTING UNIT

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug program established by this policy in accordance with the Mandatory Guidelines in Article VI, of this policy and shall *also* be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized.
- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations.
- C. Ensuring the use of a computer generated program to select employees for random drug testing.
- D. Assuring rigorous chain-of-custody procedures for the collection, handling and proper documentation of test specimens during testing and storage.
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts.
- F. Ensuring the notification of the directors and supervisors of each employee to be tested.
- G. Maintaining standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program.
- H. Coordination and liaison with the certified testing laboratory contracted by the Department.
- I. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests.
 - 2. Verified positive test results.
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

VIII RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any

civilian employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.

- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of civilian employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- E. The computerized random selection listing shall be generated from the common selection pool of all civilian employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

IX EMPLOYEE NOTIFICATION PROCEDURES

When a director or supervisor receives notification from the Drug Testing Unit, they shall prepare a Drug Testing Notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention.
- B. Second copy shall be retained by the affected employee.
- C. Third copy shall be retained by the director or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The director/supervisor of an affected employee; when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site.

X DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A civilian employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that they has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site before the conclusion of their tour of duty on which the notification was received.

The civilian employee shall then immediately proceed to the Drug Testing Unit office site. Affected personnel shall report in accordance with the following schedule:

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours.
 2. Second shift personnel shall report no earlier than 0800 hours and no later than 1400 hours.
 3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
 - C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
 - D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
 - E. be considered completed until they has submitted the required urine specimen. An affected employee's tour of duty shall not

XI TEST RESULT PROCEDURES

- A. Confirmation and reporting of test results.
 1. All employees _shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 3. If the second test (GC/MS) confirms the initial positive test result, the employee shall be notified of the results in writing. The notification shall identify the particular drug(s) or controlled substance(s) or their metabolites and shall specify the concentration level.

4. An employee whose confirmation test as specified in paragraph 3, is deemed positive may, at the employee's own expense, have additional testing conducted on the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that they intends to have the confirmation verified by a laboratory of their own choice. The laboratory must be certified by the Federal Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to their drug test.
6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
7. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
9. If the HHS certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest, such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.

- B. Upon receipt of notification of a positive test result, the Administrator or designee of the Drug Testing Unit shall:
1. Notify the Department Head or the Commander of Internal Affairs to instruct the employee to furnish documentation relating to the use of any legally prescribed drugs (e.g., patient maintenance report and/or prescribing physician's statement, etc.).
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that they are presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigation Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII SEARCHES FOR ILLEGAL DRUGS

In the course of investigations related to this policy, investigative personnel may conduct searches of Department-owned property including, but not limited to lockers, desks, briefcases, toolboxes, offices, vehicles, etc. Searches of Department owned property may occur on or off Department premises.

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act. Searches of employee owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department, all employees are deemed to have consented to such searches and no further consent shall be necessary.

XIII EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing

programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

XIV CONFLICT RESOLUTION AND INCLUSION OF APPENDIX

A This policy supersedes and takes precedence over any existing orders or directives. Any conflict between this policy shall be resolved in favor of this policy.

B. The appendix referred to or cited in the policy is part of this policy and shall have the same force and effect as any other part of the policy.

XV DISCIPLINARY ACTION

Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a civilian employee.

XVI SAVINGS CLAUSE

If any provision of this policy or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation or any other competent authority, such legislation or finding shall not affect the enforceability of any other provisions of this policy which shall remain in full force and effect.

**THESE INSTRUCTIONS FOR DRUG TESTING
ARE BASED ON THE MANDATORY GUIDELINES
FOR FEDERAL WORKPLACE DRUG
TESTING PROGRAMS (53 FR 11979, 11989) AND (58 FR 6062).
AND ARE HEREWITH INCLUDED
AS APPENDIX "A" OF THE "DRUG FREE WORKPLACE POLICY"
FOR
THE COOK COUNTY SHERIFF'S OFFICE**

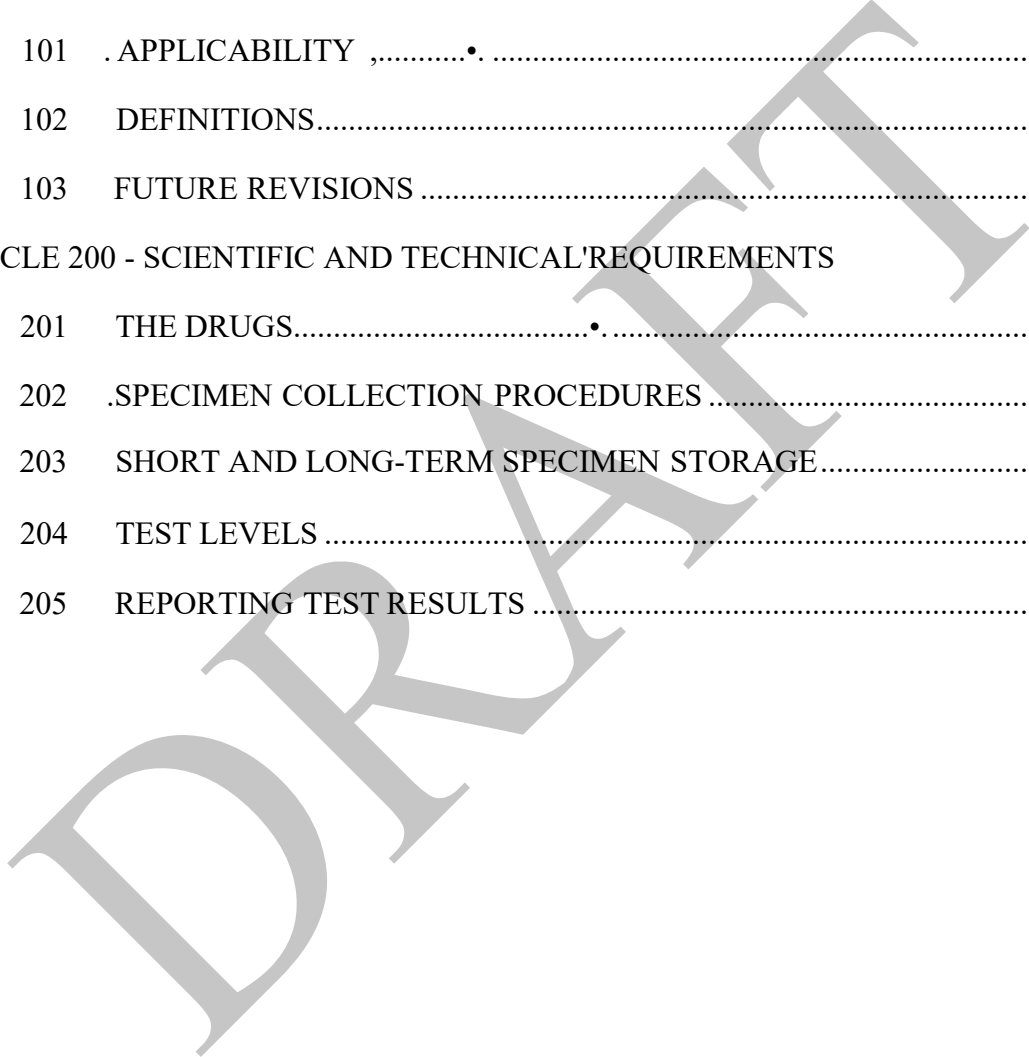
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ARTICLE 100 - GENERAL

101 APPLICABILITY

- A. These mandatory guidelines apply to all drug testing procedures conducted by this Department.
- B. Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) are authorized to perform urine drug testing for the Department.

102 DEFINITIONS

For the purposes *of* these Guidelines the following definitions are adopted:

- Administrator: The person responsible for the supervision of the Drug Testing Unit and collection site operations.
- Aliquot: A portion of a urine specimen used for testing purposes.
- Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- Collection Site: A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
- Collection Site Person: A person who instructs and assists individuals at a collection site, receives and makes initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.
- Confirmatory Test: A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial

test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method).

Initial Test: (also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples for further testing or consideration.

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

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

103 FUTURE REVISIONS

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

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 THE DRUGS

A. Department policy and directives define "drugs" and "controlled substances" as those substances and the respective metabolites, including but not limited to, cannabis as defined in 720, Illinois Compiled Statutes 550/3 and controlled substances. It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs as follows:

- I. Random drug testing programs shall at a minimum test for marijuana and cocaine.
2. Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201 (a) of these guidelines

B. Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these

Guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.

- C. These Guidelines are not intended to limit additional categories of drugs in the drug testing of civilian employees.

202 SPECIMEN COLLECTION PROCEDURES

- A. **Designation of Collection Site:** The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- B. **Security:** Procedures shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility use for testing shall be secured during drug testing.
- C. **Chain of Custody:** Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- D. **Access to Authorized Personnel Only:** No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- E. **Privacy:** Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- F. **Integrity and Identity of Specimen:** Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs..
2. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification.
3. If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
4. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain their wallet.
5. The individual shall be instructed to wash and dry their hands prior to urination.
6. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
7. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
8. The collection site person shall note any unusual behavior or appearance in the permanent record book.
9. In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public rest room maybe used according to the following procedures: A collection

site person of the same gender as the individual shall accompany the individual into the public rest room which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the rest room, but outside the stall until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

10. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection container. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
11. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash their hands.
12. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
13. If the temperature of a specimen is outside the range of 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, and there is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have their oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen

caused by the specimen's temperature falling outside the prescribed range.

14. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
15. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
16. Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
17. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamper proof seal over the bottle cap and down the sides of the bottle.
18. The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f) (19) - (f) (22) of this section.
19. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required.
20. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
21. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
22. The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is in fact the specimen they provided.
23. A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under

the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.

24. The collection site person shall complete the chain of custody form.
25. The urine specimen and chain of custody form are now ready for shipment or pickup. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
26. While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves their work station momentarily, the specimen and custody form shall be taken with him or her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before they leaves the site.

- G. **Collection Control:** To the maximum extent possible, collection site personnel shall keep the individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. Every effort shall be made to minimize the number of persons handling specimens.
- H. **Transportation to Laboratory:** Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

203 SHORT AND LONG TERM SPECIMEN STORAGE

- A. **Short-Term Refrigerated Storage:** Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees

centigrade. Emergency power equipment shall be available in case of prolonged power failure.

- B. Long-Term Refrigerated Storage: Long-term frozen storage (-20 degrees centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long-term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may request the laboratory to retain the specimen for an additional period of time, but if no such request is made, the laboratory may discard the specimen after the end of one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

204 TEST LEVELS

- A. Initial Test Level: The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.
- B. Confirmatory Test Levels: All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

| | Initial test level (ng/ml) | Confirmatory level (ng/ml) | test |
|---------------------------------|----------------------------|----------------------------|------|
| Amphetamine | 1000 | 500 | |
| Cocaine ¹ | 300 | 150 | |
| Benzo'diazepines | 300 | 200 | |
| Methaqualone | 300 | 200 | |
| THC (Cannabinoids) ² | 20 | 15 | |
| Barbiturates | 300 | 200 | |
| Methadone | 300 | 200 | |
| Phencyclidine (PCP) | 25 | 25 | |
| Opiates ³ | 2000 | 2000 | |
| Propoxyphene | 300 | 200 | |

¹Benzoylcegonine

²Delta-9-tetrahy drocannabinol-9-carboxylic acid

³25ng/ml if immunoassay specific for free morphine

- C. Test Level Revisions: The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

205 REPORTING TEST RESULTS

- A. The laboratory shall report test results to the Administrator or designee of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cut off for each, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive and negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator or designee at the same time.
- A. The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- C. The Administrator or designee may request from the laboratory and the laboratory shall provide quantitation of test results.
- D. The laboratory may transmit results to the Administrator or designee by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval systems.
- E. The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- F. Unless otherwise directed by the Department or the Administrator in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- G. The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel.

The confidentiality provision of the Department's policy and current written directives will take precedence over this section of the guidelines.

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APPENDIXF

Amendment to Drug Testing Policy

Civilian Drug Testing Review Board Procedure

Effective 1/19/2016

1. PURPOSE AND SCOPE

This procedure provided guidelines for the review of a petition for reconsideration, filed by a Cook County Sheriff Office civilian member who has violated the Sheriff's office Drug- Free Work Place Policy.

This procedure is only applicable to civilian members of the Sheriff's Office.

This procedure shall not be followed if the civilian member violated the Drug-Free Workplace Policy while on-duty, on property belonging to the Sheriff's Office or Cook County, or while operating Sheriff's Office equipment..

Any civilian member who had been terminated within the 24 months prior to the first issuance of this procedure (15 January 2016) may submit a petition for reinstatement, if applicable under this procedure; that petition must be filed by 15 March 2016. As its sole discretion, the Drug Testing Review Board may accept and consider additional petitions outside these time limits.

2.. POLICY

All civilian members are subject to drug testing, whether mandatory, random or based on reasonable suspicion, as outlined in the Sheriff's Office Drug-Free Workplace Policy.

A civilian member who violates the Drug-Free Workplace Policy and has been terminated as a result may be granted a one-time-only exemption by the Drug Testing Review Board (the Board) after filing a petition for reconsideration. A written petition shall be filed with the Board within five calendar days after the exit interview was signed by the Department of Human Resources; however, filing the petition does not guarantee conditional reinstatement.

3. DEFINITIONS

Definitions related to this policy include

Misuse of drugs - In addition to illicit drug use as described in the Drug-Free Workplace Policy, the abuse or unlawful use of over the counter (OTC) and prescription drugs is prohibited as misuse. This includes prescription drugs, whether or not they were prescribed to the member. OTC drugs are misused when taken contrary to the directions

on the packaging. Prescribed drugs are misused when taken contrary to the prescriber's instructions.

4. DRUG TESTING REVIEW BOARD

The Board comprises the Chief legal Officer, the Chief of Information and Administration and the respective department head or the authorized designee. The Board shall have sole discretion to grant or deny a petition for reconsideration. The Board shall notify the affected member in writing of its decisions, whether for a petition or in regards to final termination for violation of this procedure.

5... CONDITIONS OF REINSTATEMENT

If the Board grants the affected member's petition, the member shall be reinstated with the Sheriff's Office ,after passing a drug screening test and. agreeing in writing to a Last Chance Agreement that is prepared by the Sheriff's Office Legal Department. Human Resources will monitor compliance of the Last Chance Agreement in collaboration with the respective department)lead. The Last Chance Agreement should include, but is not limited to, all of the following conditions listed below. The member shall:

- a) Admit to misusing drugs and take full responsibility for their actions leading up to the violation that caused the member's initial termination; and
- b). Cease the use of illegal drugs, the misuse of prescription or OTC drugs, or any combination thereof; and
- c) Receive a minimum suspension of 29 days.
- d) Submit to and bear the expense of at least 12 random drug test over a 24 month period for the date of conditional reinstatement; and
 - a. Any subsequent failure to pass a drug screening test will result in the member's immediate termination.
- e) Participate in an authorized employee assistance program and successfully complete all recommended services/programs, a required by the provider; and
 - a. Provide medical documentation from their physician to ensure that any . prescribed medication will not interfere with the member's work duties. Continually provide updated documentation for any prescription changes throughout the duration of the Last Chance Agreement.
- t) Comply with all return to work procedures; and

g) Not seek to recover lost wages, seniority, service time or other benefits for the period between termination and reinstatement.. This applies regardless of any delay (for any reason) by the Sheriff's Office or the Board.

Failure to fully comply with all of the conditions set forth in the Last Chance Agreement will result in the immediate termination of the affected civilian member.

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