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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(A.F.S.C.M.E.), COUNCIL 31, LOCAL 3092, AFL-CIO
(Representing Correctional Sergeants)

AND

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

EFFECTIVE

December 1, 2001 through November 30, 2004
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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employees of the employees covered by this agreement (hereinafter referred to as the “Employer”) and the American Federation of State, County, and Municipal Employees (AFSCME), Council 31, for and on behalf of Local 3692 AFL-CIO (hereinafter referred to as the “Union”).

This agreement is to achieve and maintain harmonious relations between the Employer and the Union, to establish wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this agreement.

ARTICLE I

RECOGNITION

Section 1. Representative Unit:

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

Section 2. Union Membership:

The Employer does not object to Union membership by its employees. For purposes of this Section, an employee shall be considered a member of the Union if he/she is in good standing in accordance with the dues required. The Union, as exclusive bargaining agent, will be given an opportunity to meet with new employees and present the benefits of Union membership to which they are entitled, and the Union may give such employees a copy of the Agreement.

Section 3. Dues Check-off

A. Deductions: The Employer agrees to deduct from the pay of those employees who individually sign a written authorization the following:

1. Union membership dues, initiation fee required as a condition of membership, or a representation fee
2. Union sponsored dental plan
3. H.E.O.P.E.F. Deduction

B. Remittance: The amounts deducted shall be paid to the Union.

Section 4. Fair Share:

1. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed a dues check-off authorization, the Employer agrees to grant “Fair Share” to the Union in accordance with Section 6 of the Fair Share Agreement during the term of this Agreement. All employees covered by this Agreement will within 60 days of their employment by the County become members of the Union and pay the Union regular dues and fees or (2) pay to the Union such amounts as the Fair Share Agreement provides.

2. Fair Share payments by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union. However, the Union shall certify to the County the amount constituting fair share, not exceeding the dues required of members of the Union, and shall certify that such amount constitutes the non-members proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employees' wages, hours, and other conditions of employment.

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

5. If an unfair labor practice proceeds under any proceeding before an unfair labor practice hearing, the Fair Share Agreement shall be subject to such proceedings and the Employer shall provide notice to employees in accordance with applicable law.

6. If an unfair labor practice hearing is held, the Fair Share Agreement shall be subject to such proceedings and the Employer shall provide notice to employees in accordance with applicable law.

Section 5. Representation

The Union shall advise the Employer of any increase in dues, fair share fees, or other agreed deductions as well as any appeals to the Illinois Public Labor Relations Act within four (4) days prior to its effective date. The Employer shall implement the increases in the first full pay period after the effective date.

ARTICLE II

RECOGNITION

Section 1. Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this agreement.
Scheduled overtime will be offered to Sergeants in descending order from the most senior to the least senior, using the following process:

1. Using Correctional Sergeants already at work not on duty (i.e., using the B-d shift for 4-12, 4-12 for 12-8, etc.)
2. The next Sergeants to be chosen for overtime are those not on duty in other Divisions, followed by:
   - Sergeants on duty in Chief of Security;
   - Sergeants on duty in Sanitation and Kitchen;
   - Sergeants from the Division/Units and shift in need who are on RDO;
   - Sergeants from the same Division/Unit, but on an RDO from another shift;
   - Any other Correctional Sergeant.

ARTICLE VI  SENIORITY

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

Section 2. Definition of Seniority
County-wide for purposes of the Article, seniority is defined as an employee's length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee.

Section 3. Department Seniority
Department seniority shall be defined as the seniority status of an employee in the classification of Sergeant.

Section 4. Reduction in Work Force, Layoff and Recall
Should the Employer determine that it is necessary to decrease the number of employees, the employees to be laid off shall be removed in reverse order of seniority.

The Employer, upon request, shall meet with and negotiate with the Union concerning the layoff or recall of employees resulting from the Employer's decision to reduce the work force. Employees shall be recalled in order of seniority.

Section 5. Layoff

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

Section 6. Return to Depressed Units
An employee who has been promoted or transferred shall be granted the seniority he/she would have had if the employee remained functioning in the classification of a Correctional Sergeant.

Section 7. Termination of Seniority
An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

A. Retirement or retirement;
B. Discharge for just cause;
C. Absence for three (3) consecutive work days without notice to the department head or a supervisor;
D. Failure to report to work at the termination of term of absence or vacation;
E. Absence from work because of layoff or any other reason shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by disability or other disability benefits;
F. Failure to report to work upon recall from layoff within ten (10) work days after notice to report for work is given by registered or certified mail or by telegram to the employee's last address file with the Personnel Department of the Employer;
G. Engaging in gainful employment while on an authorized leave of absence without the Employer's written permission was granted in advance by the Employer in writing.

Section 8. Separation List
At the expiration of this Agreement, and on December 1 and June 1 of each year the Sheriff will furnish the Union a list showing the name, number, address, classification, and last promotion date of each employee subject to the terms of this Agreement, and whether the employee is entitled to seniority or not. The Employer shall furnish a similar list at the termination of the Agreement and thereafter, and at the end of each year such list shall be considered correct and binding on the employee and the Union for the period of time. The Employer shall furnish a revised list every six (6) months or at the time of the election to the classification of a Correctional Sergeant.

Section 9. The Employer agrees to furnish by the end of the third year of this Agreement, and on December 1 and June 1 of each year thereafter, a list showing the name, number, address, classification, and last promotion date of each employee subject to the terms of this Agreement, and whether the employee is entitled to seniority or not. The Employer shall furnish a similar list at the termination of the Agreement and thereafter, and at the end of each year such list shall be considered correct and binding on the employee and the Union for the period of time. The Employer shall furnish a revised list every six (6) months or at the time of the election to the classification of a Correctional Sergeant.

Section 10. The County

For the purposes of layoff, layoff in seniority shall be broken by using the employee's Cook County ID Number.
American University

ARTICLES

As we examine the impact of social media on individuals and society, it becomes evident that technology has transformed the way people interact and communicate. With the rise of platforms like Facebook, Twitter, and Instagram, individuals can now connect with others from across the globe, share information, and express their thoughts and opinions in real-time.

However, this newfound ability to communicate has also brought about several challenges. The anonymity of the internet often leads to the spread of misinformation, cyberbullying, and online harassment. Moreover, the ease of sharing content has resulted in a decrease in critical thinking and a lack of accountability for the information shared.

To address these issues, it is crucial to promote digital literacy and responsible online behavior. Educating individuals on the potential consequences of their online actions and encouraging them to think critically before sharing content can help mitigate the negative impacts of social media.

In conclusion, while social media has revolutionized the way we communicate, it is essential to recognize and address the challenges it presents. By promoting responsible online behavior and digital literacy, we can harness the power of social media to create a more informed and connected society.

References:


Acknowledgments:

This research was supported by the Social Sciences and Humanities Research Council of Canada.
For the failure to make such arrangement, the County may cancel insurance benefits, which will be
restored upon the employee’s return to work.

Section 6. Union Leaves:
A leave of absence not to exceed one (1) year without pay, shall be granted to an employee who is elected,
appointed to participate in a duly authorized activity of the United States government or a duly
authorized activity of the United States government or a duly authorized activity of an employee
union. Each leave may be extended by mutual agreement. Employment as a delegate or officer of
such a union shall be allowed only without pay. Such pay, absence pay and insurance benefits
will be provided as set forth in Section 6 of this Article.

Section 7. Family Responsibility Leave:
Employees shall be granted maternity or paternity leave to cover periods of pregnancy and
postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may
be extended by the Personnel Office. In addition, an employee who has at least two (2) years of service
and has served in an appointed or elected position for a period of at least six (6) months (or the equivalent
time for those employees who have served in an elected position for a period of at least six (6) months),
shall be granted leave of absence for two (2) months (or the equivalent time for those employees who
have served in an elected position for a period of at least six (6) months) to care for a sick child or
member of the employee’s immediate family

Section 8. Educational Leave:
Upon request, leave of absence for a period not to exceed one (1) year may be granted to a full-time
employee who has at least 2 (two) 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.
Approval of the leave must be based on the personal needs of the County.

Section 9. Use of Benefit Time:
Except where required by law, each employee covered by this Agreement shall not be required to use
any benefit time unless the supervisor so directs.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 1. Policy:
The provisions of this Article supplement and modify the provisions of the Employer’s Grievance
Procedure applicable to all employees.
Step Three:
1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, and returns it to the Steward. The Steward presents the grievance to the Superintendent or Unit Commander Designee.
2. Within the fifteen (15) working days after receipt, the Superintendent or Unit Commander Designee shall meet with the employee to discuss the grievance.
3. Within the five (5) working days after the meeting is completed, the Superintendent or Unit Commander Designee shall submit the final answer on the Grievance Form to the employee.
4. If the answer is satisfactory or if the employee fails to advance the grievance within ten (10) calendar days after the Step 3 answer is due, the grievance procedure is concluded.

Step Four: Impartial Arbitration
1. Within ten (10) calendar days after receipt of the Step 3 answer, the employee states that the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, and returns it to the Steward. If the Union concurs, the Steward shall advance the grievance to the Superintendent or Unit Commander Designee.
2. Within fifteen (15) working days after receipt of the letter, the Superintendent Designee shall hear an appeal and submit a written decision to the employee within fifteen (15) working days.

Step Five: Impartial Arbitration
1. If the Union is not satisfied with the Step 4 answer, the employee shall within thirty (30) days after receipt of the Step 4 answer request in writing to the employee's supervisor that the grievance be referred to an Arbitrator. Upon receipt of the request, the supervisor shall forward the request to the Union and the County.
2. The Arbitrator, in his opinion, shall not amend, modify, nullify or add to the provisions of this Agreement. The Union and County shall meet within thirty (30) days after the effective date of this Agreement to appoint an Arbitrator. The arbitrator shall be selected from a panel of arbitrators to be designated by the Superintendent or Unit Commander Designee. The County and Union shall each designate one arbitrator from the panel. Each party shall have the right to strike one arbitrator from the panel. If any party fails to designate an arbitrator within the time specified herein, the other party may select an arbitrator from the panel. The Arbitrator, in his discretion, shall not amend, modify, nullify or add to the provisions of this Agreement. The decision of the Arbitrator shall be final and conclusive. Absent asking for an extension, the parties shall meet within thirty (30) days of receipt of the decision of the Arbitrator.

Section 6: Time Limits
The time limits for presenting a grievance shall be thirty (30) days. Time limits may be extended by mutual agreement in writing between the employee and the Union. Each party shall have the right to strike the other party from the panel. Absent such agreement, the Arbitrator shall be selected from the panel in accordance with the above procedure.

Section 7: Stewards
A. The Union shall advise the Employee in writing of the names of the Stewards and alternates and that a copy of the Employee's grievance shall be given to any person designated by the Employee.
Therefore, certain units shall be represented by three (3) union stewards, of which one shall be the day shift, one (1) for the afternoon shift, and one (1) for the night shift. These units shall be: Division I, Division II, Division III, Division IV, Division V, Division VI, Division VII, Division VIII, Division IX, Division X, Division XI, Division XII, Division XIII, Division XIV, Division XV.

The Union Stewards and Administration shall have two (2) Union Stewards and Administration shall have one (1) Union Steward.

The Employer recognizes that AFSCME Local 3692 shall be granted a total of one (1) Chief Steward to be designated as the employee representative for the Bargaining Unit and to handle grievances in conjunction with the Union Stewards. Said Chief Steward will have the time necessary to do this in addition to his regular duties.

It is further mutually agreed that the Local Union will, within ten (10) weeks of the date of the execution of this Agreement, serve upon the Employer in writing, the names and positions of the representatives designated by the Employer who are to deal with the Employer on behalf of the Union. The Employer shall not refuse any such written notice as is authenticated. The Union shall notify the Employer of any changes in the aforementioned representatives during the term of this Agreement.

Section 9. Union Representatives

Section 10. Representation

Duly appointed union representatives of the Union will be permitted reasonable time to enter the appropriate Employer facility for purposes of meeting with employees in the bargaining unit and to handle grievances in conjunction with the Union Stewards. Said Chief Steward will have the time necessary to do this in addition to his regular duties.

In order to ensure that the rights of the parties are protected, all meetings with employees shall be conducted under conditions which are suitable to the Employer and employee representatives. These conditions shall include, but not be limited to, the presence of a representative of the Employer who is authorized by the Employer to handle grievances.

It is further mutually agreed that the Local Union will, within ten (10) weeks of the date of the execution of this Agreement, serve upon the Employer in writing, the names and positions of the representatives designated by the Employer who are to deal with the Employer on behalf of the Union. The Employer shall not refuse any such written notice as is authenticated. The Union shall notify the Employer of any changes in the aforementioned representatives during the term of this Agreement.

Section 11. Grievance Procedure

At each step of the grievance procedure, the appropriate Employer representatives shall be present, and the Union representative shall be present, in accordance with this agreement. The primary purpose of the meeting shall be for the purpose of attempting to resolve any disputes that may arise. The Employer representative shall be willing, and shall have the authority, to engage in meaningful discussion for the purpose of resolving the dispute. There shall be no time limit for resolving any grievance meetings. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, within ten (10) days of the meeting.

5. A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the event of a dispute, the Committee shall not contain more than 8 appointees from each party, and in the case of the other representatives, more than 5 appointees from each party.

The Employer and Union representatives to this Committee shall have the authority to reach agreement on behalf of the parties, and any agreement reached shall be binding on both parties.

Section 12. Administration Step

When the authority to resolve grievances does not exist at the preliminary step in the grievance procedure, a grievance may be filed by the Union at the appropriate advanced step. The determination of whether the authority to resolve grievances shall be made by the Employer.

ARTICLE XII

DISCIPLINE

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

Section 1. Purpose:

To provide a mechanism whereby disciplinary action will be handled in a fair and progressive manner, depending upon the nature of the infraction.

Section 2. Policy:

A. Disciplinary action is taken when an employee has committed an infraction of a County rule or regulation or general or special order of the Sheriff of Cook County. The term "Disciplinary Action" as used throughout this procedure, shall also include any authorized employee representative.

B. Conduct for disciplinary action generally falls into five (5) basic categories:

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

In general, any committed to disciplinary action shall not be grounds for disciplinary action, unless the results are such as significantly impair the ability of the employee to perform his duties, or adversely affect the operation of the Sheriff's Office or bring it into public disrepute.

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ARTICLE XIV
SUMMARY PUNISHMENT

Section 1. Purpose:
A. Defines the scope of Summary Punishment procedures.
B. Identifies those acts or omissions which are considered less serious misconduct of a minor nature.
C. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.

Section 2. Definition:
A. Summary Punishment is an alternative to formal disciplinary procedures when conduct defined as less serious misconduct is observed by or comes to the attention of a department supervisor.
B. Less serious misconduct are acts of omission or commission which lend themselves to prompt and appropriate corrective action and which pose no threat to the integrity or security of the institution.

Examples of less serious misconduct include but are not limited to:
1. Tardiness for duty. A Sergeant shall be deemed to be tardy if the Sergeant fails to physically report for duty at the assigned starting time.
2. Failure to comply with department uniform standards.
3. Taking excessive time for lunch.
4. Failure to provide prompt, correct, and courteous service.
5. Failure of a Sergeant to appear in court or to notify superiors of his inability to appear.
6. Failure to perform assigned tasks.
7. Inattention to duty, lounging on post, unnecessary visiting with civilian or other officers or persons inside or outside a post for official business, abusive phone calls.

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

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

More than three (3) sustained less serious misconduct charges will result in action taken under major cause infractions.

C. In cases of tardiness, Summary Punishment which may be administered shall be limited to the following:
   1. Three (3) tardies in any consecutive twelve (12) months = written reprimand.

Section 4.
Six (6) tardies in any consecutive twelve (12) months — one (1) day off without pay.

More than six (6) tardies within any consecutive twelve (12) months shall be considered and result in a disciplinary action for major cause.

Summary Punishment shall be applied when a Sergeant commits any one of the four (4) following acts:

1. Calls the department claiming medical, but does not have enough time to cover those days.
2. Does not make medical statement submittal his absence – four (4) straight working days not including days off.
3. Fails to call the department within prescribed time limits to explain an absence (not call or absent no call). Additionally, in the case of no call, Summary Punishment shall be in addition to one (1) day off suspension without pay for not calling in.
4. Calls in claiming medical while working another job. First offense — three (3) days without pay.

Summary Punishment shall be limited to the following:

- Falsification within consecutive twelve (12) months period — one (1) day of suspension without pay.
- Second offense within any consecutive twelve (12) month period — one (1) day of suspension without pay.
- Third offense within any consecutive twelve (12) month period — two (2) days of suspension without pay.
- Fourth offense within any consecutive twelve (12) month period — three (3) days of suspension without pay.
- More than four offenses within any consecutive twelve (12) month period shall continue and result in disciplinary action or major cause action.

A Sergeant who develops a history of repeated similar misconduct shall result in disciplinary action against said Sergeant for repeat causes.

Section 4. Procedure:

When a Summary Punishment is deemed appropriate, the supervisor initiating the process shall complete the Summary Punishment Action Request form within thirty (30) days upon which he will indicate the less serious misconduct and point to the appropriate signature block. The Supervisor shall then attach the signed form to the Summary Punishment Action Request form and submit it to the Shift Commander. The Shift Commander shall review the form and forward it to the internal Investigation Division.

Acceptance of the recommendation Summary Punishment shall constitute a waiver of the grievance procedure.

Refuse to accept the Summary Punishment and request a hearing which shall constitute a waiver of the grievance procedure.

B. Acceptance of Summary Punishment:

1. Upon acceptance of the Summary Punishment by the affected member, the initiating supervisor shall sign the Summary Punishment Action Request form in the indicated signature block and forward the form to the Shift Commander. The Shift Commander shall review the form.
be disturbed. It is the policy of the Employer that applicants for employment are treated, selected, and hired on the basis of individual merit and ability with respect to positions being filled and penalties for promotions or transfer that may be expected to create.

Applicants are to be received, selected, and hired without discrimination because of race, color, creed, religion, sex, national origin, marital status, parental status, military discharge status, or political affiliation and/or belief, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

It is the policy of the Employer that an employee may voluntarily participate in the Employee Assistance Program. In such cases, an employee may waive the right to refuse disciplinary action taken by the Employer if an employee does so participate. In the event of any disciplinary action taken by the Employer, the employee may appeal the action to the Employee Assistance Program in accordance with the procedures set forth in Section B below.

C. Video Display Terminals: The Employer and the Union will attempt to keep current with new emerging technologies and their effect on the health and safety of the operator.

The Employer agrees to provide all employees who operate VDTs with the necessary safety equipment and information to prevent the spread of communicable diseases. The extent and level of safety training provided will vary based on the needs of the applicable entity.

2. To make professional medical counseling available to any employee who reasonably believes that she/he has been exposed to TB, HIV, or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or a Tuberculosis vaccine at no cost to the employee.

Specific concerns relating to the health and safety of employees may be referred to the applicable Health and Safety Committee or subcommittee.

Said committee(s) shall share necessary and relevant non-privileged information and shall develop a comprehensive policy to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policies/options. Such experts and their participation shall be mutually agreed upon.

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

Section 2. Health and Safety

A. General: The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or the health and safety of the workplace, the issues shall be immediately referred to the Health and Safety Committee to assure that issues are adequately addressed.

B. Health and Safety Committees: The Employer and the Union will 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 adequately addressed by the committee(s) to develop and implement the policy, shall be referred to appropriate committee as set forth in Section B below.

C. Video Display Terminals: The Employer and the Union will attempt to keep current with new emerging technologies and their effect on the health and safety of the operator.

The Employer agrees to provide all employees who operate VDTs with the necessary safety equipment and information to prevent the spread of communicable diseases. The extent and level of safety training provided will vary based on the needs of the applicable entity.

2. To make professional medical counseling available to any employee who reasonably believes that she/he has been exposed to TB, HIV, or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or a Tuberculosis vaccine at no cost to the employee.

Specific concerns relating to the health and safety of employees may be referred to the applicable Health and Safety Committee or subcommittee.

Said committee(s) shall share necessary and relevant non-privileged information and shall develop a comprehensive policy to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policies/options. Such experts and their participation shall be mutually agreed upon.

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

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For health related absences of less than five (5) days, a doctor's statement or proof of illness will not be required except in individual instances where the County has sufficient reasons to suspect that the individual did not have a valid health reason for the absence. If used by the employee's health related absence, examination by the County's physician may be required to make sure that the employee is physically fit to return to work.

Section 4. Paychecks/Direct Deposit:
The County shall endeavor to have checks distributed by the 15th of the pay period. Paying for the employee and by this Agreement shall be semi-weekly. Management will endeavor to have routine checks within two weeks of the last day of the pay period, during which the overtime was earned.

The County will implement a direct deposit program in the bank of the employee’s choice when it is capable of doing so, however, no later than January 1, 1992. The receiving bank must be capable of receiving direct deposit.

Section 5. Bulletin Boards:
The Employee will make bulletin boards or space available for the use of the Union at all work sites and each department. The Union will be permitted to have posted on these bulletin boards notices of a non-contractual nature, all other postings shall be subject to the approval of the Department Head/Designee.

There shall be discussion or posting by employees of advertising or political material, notice in other kinds of literature or other material other than that provided.

Section 6. Self-Care:
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 in the Employee’s interest, provide for the Employee’s health and physical fitness.

Section 9. Labor/Management Meetings:
In the event of any proposals or conditions or matters of mutual interest that are not appropriate for consideration under the provisions of this Agreement, the Employer and the Union recognize that it is appropriate at any time to meet and discuss these matters and to settle disputes thereon.

In addition, there shall be a labor-management committee designated for the entire bargaining unit that may meet as needed at the request of either party composed of five (5) representatives from the Employer and five (5) representatives from the Union.

Section 10. Union and Employer Meetings:
For the purpose of conferring on matters of mutual interest that are not appropriate for consideration under the provisions of this Agreement, the Employer agrees to meet quarterly, or as needed, with the Union and each department. The Union and Employer shall each designate not more than five (5) departmental representatives to a labor-management committee for each department covered by this Agreement to meet, at the request of either party, at mutually agreed upon times and locations.

In addition, there shall be a labor-management committee designated for the entire bargaining unit that may meet as needed at the request of either party composed of five (5) representatives from the Employer and five (5) representatives from the Union.
Starting on: Secondary Employment:
It is understood that employees with the Cook County Sheriff is the Employee’s primary job. In all instances, the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. If the secondary employment involves any type of minor work, an essentially form must be signed by the employer and submitted with the secondary employment request. Employers engaged in secondary employment with permission shall be allowed unlimited hours as long as these hours do not affect the employee’s ability to perform his duties with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

ARTICLE XVII
DURATION

Section 1. Term:
This Agreement shall be effective on December 1, 2001 and shall remain in effect through November 30, 2004. It shall automatically renew and from year to year thereafter unless either party shall give written notice to the other party not more 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 equal to the term of the Agreement. Either party may give the other party five (5) calendar days notice of cancellation thereafter.

Section 2. Notices
Notices under this Agreement shall be given by certified or registered mail. If given by the Union, such notices shall be addressed to the following individuals:

1. President
   Board of Commissioners of Cook County
   116 North Clark Street - Room 500
   Chicago, Illinois 60602

2. Sheriff
   Richard J. Daley Center - Room 704
   Chicago, Illinois 60602

3. Chief, Bureau of Human Resources
   116 North Clark - Room 700
   Chicago, Illinois 60602

If given by the Employer, such notices shall be addressed to:
AFSCME Council 31
79 North Water Drive, #500
Chicago, Illinois 60601

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

**Bureau of Human Resources**

**County Correctional Compensation Plan**

<table>
<thead>
<tr>
<th>GRADE</th>
<th>1ST</th>
<th>2ND</th>
<th>3RD</th>
<th>4TH</th>
<th>5TH</th>
<th>6TH</th>
<th>7TH</th>
<th>8TH</th>
<th>9TH</th>
<th>10TH</th>
<th>11TH</th>
<th>12TH</th>
<th>13TH</th>
<th>14TH</th>
<th>15TH</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>CIR</td>
<td>XIR</td>
<td>YIR</td>
<td>ZIR</td>
<td>ABR</td>
<td>CBR</td>
<td>DBR</td>
<td>EBR</td>
<td>FBR</td>
<td>GBFR</td>
<td>HFR</td>
<td>IFR</td>
<td>JFR</td>
<td>KFR</td>
<td>LFR</td>
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<tr>
<td>CM</td>
<td>18,452</td>
<td>18,327</td>
<td>18,171</td>
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<td>33,628</td>
<td>34,672</td>
<td>35,716</td>
<td>36,760</td>
<td>37,804</td>
<td>38,848</td>
<td>39,892</td>
<td>40,936</td>
<td>41,980</td>
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<td>CM-3</td>
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<td>50,983</td>
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<td>9,020</td>
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**Note:** Data is current as of December 1, 2022.
<table>
<thead>
<tr>
<th>Benefit</th>
<th>Cook County HMO 12-31-02</th>
<th>Cook County POS 12-31-03</th>
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<tbody>
<tr>
<td><strong>Benefit Overview</strong></td>
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<td></td>
</tr>
<tr>
<td>Individual Deductible</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Family Deductible (Annual)</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Individual Out-of-Pocket Max.</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Family Out-of-Pocket Max.</td>
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<td>$2,000 / $6,000</td>
</tr>
<tr>
<td>Maximum Coinsurance (Excluding</td>
<td>NONE</td>
<td>S2,000 / S6,000</td>
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<tr>
<td>Hospital Deductibles and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilization Review Penalties!</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lifetime Maximum</td>
<td>Limited</td>
<td>None / S1,000,000</td>
</tr>
<tr>
<td>Outpatient Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical &amp; Surgical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive Care (Adult)</td>
<td>$5 co-pay/member/visit</td>
<td>$20 co-pay / not covered</td>
</tr>
<tr>
<td>Diagnostic Services (Performed</td>
<td>100%</td>
<td>20% co-pay / 60%</td>
</tr>
<tr>
<td>in hospital)</td>
<td></td>
<td>100% / 0%</td>
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<tr>
<td>Outpatient Surgery Center</td>
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<td></td>
</tr>
<tr>
<td>Pediatric Care</td>
<td>$5 co-pay/member/visit</td>
<td>$20 co-pay / 60%</td>
</tr>
<tr>
<td>Inductions &amp; Immunizations</td>
<td>$5 co-pay/member/visit</td>
<td>$20 co-pay / 60%</td>
</tr>
<tr>
<td>Allergy Testing</td>
<td>$5 co-pay/member/visit</td>
<td>$20 co-pay / 60%</td>
</tr>
<tr>
<td>Infertility Treatment Program</td>
<td>100% (subject to statutory</td>
<td>$20 co-pay / 60% (subject</td>
</tr>
<tr>
<td></td>
<td>minimum of 42 attempts of</td>
<td>to statutory minimum of 42</td>
</tr>
<tr>
<td></td>
<td>in vitro fertilization)</td>
<td>attempts of in vitro</td>
</tr>
<tr>
<td></td>
<td></td>
<td>fertilization)</td>
</tr>
</tbody>
</table>
### Benefit Overview

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Cook County HMO 12-01-02</th>
<th>Cook County POS 12-01-02</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outpatient Charges</strong></td>
<td></td>
<td></td>
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<tr>
<td>Benefit Overview</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Outpatient Physician Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inpatient Services (Medical &amp; Surgical)</td>
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<td></td>
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<tr>
<td>Hospital Services (Non-Private Room)</td>
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<tr>
<td>Surgery &amp; Anesthesia (Physician Charges)</td>
<td></td>
<td></td>
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<tr>
<td>Physician Visits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic Tests</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Other Services Excluding Personal &amp; Comfort Items</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilization Review</td>
<td></td>
<td></td>
</tr>
<tr>
<td>None Applicable</td>
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<tr>
<td><strong>Emergency Services</strong></td>
<td></td>
<td></td>
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<tr>
<td>Visits to Emergency Room Following Life-Threatening Injury or Illness</td>
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<tr>
<td>Ambulance</td>
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<tr>
<td>Maternity Care</td>
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<tr>
<td>Inpatient Obstetrical Services</td>
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<tr>
<td>Pre-Natal &amp; Post-Natal Care</td>
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<tr>
<td><strong>In-Hospital Charges</strong></td>
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<tr>
<td>Benefit Overview</td>
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<tr>
<td>EYE CARE</td>
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<tr>
<td>Care for Eye Injury or Disease</td>
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<tr>
<td>Mental Health/Chemical Dependency/Substance Abuse</td>
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<td>Combined Maximum Benefits for Inpatient Mental Health &amp; Substance Abuse</td>
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<tr>
<td>Outpatient Services</td>
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<td></td>
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<tr>
<td>Inpatient Services</td>
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<tr>
<td>Prescription Drugs (When Filled at a Participating Pharmacy)</td>
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<tr>
<td>Home Health Care</td>
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<tr>
<td>Skilled Nursing Care</td>
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<tr>
<td>Prosthetic/Orthotic Supplies</td>
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<tr>
<td>BENEFIT OVERVIEW</td>
<td>COOK COUNTY HMO 12-01-02</td>
<td>COOK COUNTY POS 12-01-02</td>
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<tr>
<td>------------------</td>
<td>---------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>MEDICAL DENTAL SERVICES</td>
<td>100%</td>
<td>90%/95%</td>
</tr>
<tr>
<td>(REPAIR FROM ACCIDENTAL INJURY TO SOUND, NATURAL TEETH. ORAL SURGERY WHEN MEDICALLY NECESSARY)</td>
<td>NONE</td>
<td>1.5% OF SALARY</td>
</tr>
<tr>
<td>EMPLOYEE CONTRIBUTION</td>
<td>NONE</td>
<td>1.5% OF SALARY</td>
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</tbody>
</table>

**Employee Contributions**
- Effective 12-1-00, 0.5% of salary with a maximum contribution of $8.00 per pay period.

**APPENDIX C**

**COOK COUNTY**

**EMPLOYEE BENEFITS**

1. IN-NETWORK / OUT-OF-NETWORK
2. MEDICAL DENTAL SERVICES
3. 100%
4. NONE
5. 1.5% OF SALARY
6. effective 12-1-00, 0.5% of salary with a maximum contribution of $8.00 per pay period.
5. LIFE INSURANCE BENEFITS

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

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

6. VISION BENEFITS

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

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

Premium lens options not covered under this program together with additional pairs of glasses and accessories are available at savings from 20% to 50% by the participating providers.

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

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

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

<table>
<thead>
<tr>
<th>FRAMES</th>
<th>ADDITIONAL COST</th>
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<tbody>
<tr>
<td>Priced up to $60.99</td>
<td>$24.00</td>
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<tr>
<td>Priced from $61.00 to $100.99 retail</td>
<td>$45.00</td>
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<tr>
<td>Priced over $101 retail</td>
<td>65%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>LENSES (UNCOATED PLASTIC)</th>
<th>ADDITIONAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Vision</td>
<td>$20.00</td>
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<tr>
<td>Bifocal</td>
<td>$20.00</td>
</tr>
<tr>
<td>Trifocal</td>
<td>$20.00</td>
</tr>
<tr>
<td>Lenticular</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

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

8 POS NETWORKS

In this document, the terms "POS NETWORKS" and "DENTAL BENEFITS" are mentioned. The document appears to be discussing dental insurance or benefits related to dental care. The text is not fully legible, but it seems to be referring to the network of providers that participate in a dental insurance plan.
9. TRANSITION POLICY.

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

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

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

Side Letter

Welfare to Work Program

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten Clerk III’s and five welfare recipients and participants in welfare to work initiatives, and two Clerk III’s retire, the Employer will not replace the two regular vacant positions with two additional welfare recipients and participants in welfare to work initiatives raising their number to seven. This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.

2. Bargaining unit work that continues the normal duties and responsibilities of regular employees on current payroll will not be reordered and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.

3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.

4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

The above is to be placed in a side letter between AFSCME Council 31 and the employer.

For AFSCME

For The Employer
The Employer and AFSCME agree to undertake discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

For AFSCME

For The Employer