

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**International Brotherhood of Teamsters,  
Local Union No. 700**

**and**

**The County of Cook/Cook County Sheriff,  
As Joint Employers**

**December 1, 2012 to November 30, 2017**

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

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## Preamble

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and International Brotherhood of Teamsters Local 700, (hereinafter referred to as the "Union").

## ARTICLE I Recognition

### Section 1.1 Representative Unit:

The Joint Employer ("Employer") recognizes the Union as the sole and exclusive Representative for all employees of the Employer in the job classifications of Correctional Officer; Investigator II (Intensive Supervision) within the EM Division and Records Unit of the Department of Community Supervision and Intervention; Cook County Sheriffs Boot Camp Drill Instructor's; Cook County Correctional Officers employed at the Department of Women's Justice; and Canine Officers employed in the Corrections K-9 unit; and excluding all employees above the rank of Correctional Officer, Investigator II positions in the Fugitive Unit and Day Reporting Unit, Investigator II positions in the Records Unit responsible for Day Reporting Unit business, Investigator III and Investigator IV positions, all Investigator positions regularly assigned to conduct internal investigations or regularly assigned to the Sheriffs Merit Board, and excluding all supervisors, managerial and confidential employees, and all other employees of the County of Cook and the Cook County Sheriffs Office.

### Section 1.2 Union Membership:

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

The Employer will grant the Union an hour, to be scheduled 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.

### **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 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 (\$.05) for making each such deduction.

Section 1.4 "Fair Share":

1. In accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 10% of all fees being collected from non-member employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of mutually agreeable settlement between the Union and an objector or group of objectors.

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

Section 1.5 Religious Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a Union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6 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 Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.7 D.R.I.V.E. Authorization and Deduction:

The Employer agrees to deduct from the paychecks of all employees who are covered by this Agreement who submit specific written authorizations for voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes a week other than a week in which the employee earned a wage. The Employer shall transmit, on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck to:

D.R.I.V.E.

International Brotherhood of Teamsters

25 Louisiana Ave., NW

Washington, D.C. 20001

No such authorization shall be recognized if in violation of State and Federal law. No deduction shall be made which is prohibited by applicable law.

**ARTICLE II                    Employer Authority**

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its

statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

- A. The Union recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.
- C. The Union recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Union prior to implementation.
- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.
- F. The Employer has the right to establish standards to which force, including deadly force, can be used.
- G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities. Upon completion of the emergency assignment, the Officer shall be returned to his original assignment immediately.

Section 2.2 Employer Obligations:

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

Section 2.3 Union and Employer Meetings:

A. Department of Corrections:

For the purpose of conferring on and resolving matters of Union and Employer interest, within the Department of Corrections, which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet monthly through their designated Representatives. The Union designated representatives will be comprised of the Union Business Representatives, the Chief Union Representative and seven (7) Department of Corrections Union Representatives. Either party may invite additional an employee to any labor/management meeting to address a specific issue. Such invited person shall only attend during the discussion of the issue for which he/she was invited.

A written agenda will be prepared by and submitted by the Union and Employer. Each agenda will be prepared and distributed to each side one-week prior to the meeting date. Matters taken up in the scheduled meetings will be confined to the agenda.

Minutes from the Union and Employer meetings will be prepared and approved by the Union's and Employers' designated Representatives. Upon approval of the meeting minutes, copies will be distributed to the Union and to the Employer. Additional copies will be distributed to the Sheriff and the Director.

B. Department of Community Supervision and Intervention and Department of Cook County Sheriffs Boot Camp and Department of Women's Justice:

For the Department of Community Supervision and Intervention and the Department of Cook County Sheriffs Boot Camp, and Department of Women's Justice labor/management meetings will be scheduled on an as need basis. Arrangements for such meetings shall be made reasonably in advance, at mutually agreed upon times and both parties will provide a written agenda. Matters taken up in the scheduled meetings will be confined to the agenda. The number of designated representatives for each side will be mutually agreed upon.

## ARTICLE III                  Hours of Work and Overtime

### Section 3.1 Purpose of Article:

The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime 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 which may be required.

### Section 3.2 Regular Work Periods:

#### 1. DOC:

- A. The work schedule for Correctional Officers working in the Department of Corrections shall consist of five (5) consecutive days of work and two (2) consecutive days off.
- B. Generally, the workweek for Correctional Officers working in the Department of Corrections will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

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

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

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

or

7:00 a.m. - 3:00 p.m.

3:00 p.m. - 11:00 p.m.

11:00 p.m. - 7:00 a.m.

Transportation unit shifts will be either one of the following:

12:00 p.m. - 8:00 p.m.

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

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

No Officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to

work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 p.m. to 12:00 midnight another day) within a seven (7) day period.

C. Except as provided elsewhere in this Agreement, an Employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour workday shall include and be interrupted by a one (1) hour paid lunch break. In the event an employee is ordered not to take all or any part of his lunch break, the Employer shall give an employee who works through their paid lunch period the option of either receiving one-half (½) hour of additional pay or one (1) full hour of compensatory time for doing so. This additional pay or compensatory time does not count towards an employee's 80-hour overtime threshold. Example: If employee A is ordered not to take a lunch on a given day and works an eight hour shift, then Employee A can choose either to receive eight and a half (8 ½) hours of pay for that day or eight (8) hours of straight pay for that day plus one (1) hour of compensatory time.

D. The Employer agrees to provide lunch periods to all Officers/Investigators between the 3rd and 6th hour of their shift or to allow Officers who did not receive a lunch within these hours to leave the compound one hour prior to the end of their shift. If an officer does not receive a lunch break between the 3rd and 6th hours of their shift or is not permitted to leave after their 7th hour, the Employer will provide a lunch premium in accordance with paragraph immediately (C) above.

II. Boot Camp:

On or after February 1, 1997, Boot Camp will, where appropriate, institute a 6 and 2 work schedule. The Employer agrees that an Employee will have consecutive days off within a scheduled calendar week.

The normal workweek consists of forty (40) hours; eight (8) hours per day, five days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 0530 to 1330 hours

Second Watch: 1330 to 2130 hours

Third Watch: 2130 to 0530 hours

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

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different

shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 p.m. to 12:00 a.m. (midnight) another day) within a seven (7) day period.

### III. DCSI (Electronic Monitoring):

The normal work week consists of forty (40) hours, with a five-two (5/2) work schedule consisting of eight (8) hours each day per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following three watches:

First Watch: 11:00 p.m. to 7:00 a.m.

Second Watch: 7:00 a.m. to 3:00 p.m.

Third Watch: 3:00 p.m. to 11:00 p.m.

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

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

The Employer agrees that Electronic Monitoring Employees will have two (2) consecutive days off.

### IV. Women' Justice:

The normal workweek consists of forty (40) hours, with a maximum of five (5) consecutive eight (8) hour days per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will generally conform to one of the following watches:

Second Watch: 7:00 a.m. to 3:00 p.m.

Third Watch: 3:00 p.m. to 11:00 p.m.

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

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 7:00 a.m. to 3:00 p.m. one day, 3:00 a.m. to 11:00 p.m. another day) within a seven (7) day period.

The Employer agrees that the Women's Justice Employees will have two (2) consecutive days off.

Section 3.3 Overtime Policy and Procedures:

Contingent upon the needs of the Employer, qualifying Officers will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. In order to ensure the fair and equitable distribution of overtime, a tracking system, which is agreed upon, by the Employer and the Union will be created and implemented upon the ratification of this agreement.

Officers will be eligible to participate in this program and earn extra money if they meet the following requirement:

Within the previous three month period, the employee must not have: (1) used any sick leave when that employee had no accrued sick leave on the books; (2) been absent no call; or, (3) been absent late call without documented justification reasonably acceptable to the Employer, to include but not limited to approved FMLA.

**PROCEDURES AND PROVISIONS**

Where possible, the Employer will determine staffing levels for all shifts, for all locations and all Officers. The Employer will also determine minimum staffing levels, for all locations, which may be changed from time to time as institutional needs are evaluated and justified. Whenever a Unit falls below the established minimum level, additional staff will be added using the following procedure:

**A. Temporary Reassignments**

The Employer agrees not to temporarily transfer bidden officers, instructors, or investigators who are bidden to divisions or units to other divisions or units unless a bidden officer(s), instructor(s) or investigator(s) volunteers. Bidden officers, instructors, or investigators who volunteer for the temporary transfer and actually work in a different division or unit will receive one (1) hour of compensatory time for that shift. If multiple bidden officers, instructors or investigators volunteer, the employer will select the volunteers by seniority from most to least on a rotating basis per pay period. For purposes of this section, a "unit" is any specialty unit as defined in the collective bargaining agreement, including the creation of a new "unit." The Administrative Relief Unit (or any group with a similar function) is not subject to this provision.

**B. Voluntary Overtime**

When it is not possible to secure staff from other locations, overtime can be offered using seniority in the following manner:

1. Using Officers already at work and on duty in the Division/Units on a rotation basis based on seniority.

2. The next Officers to be offered overtime are those on duty in other Divisions/Units on a voluntary basis based on seniority.
3. The next Officers to be offered overtime are those on duty in Divisions/Units outside the DOC desiring to work overtime inside the DOC on a voluntary basis based upon seniority.
4. The Shift commander may call Officers from the Division/Unit in need who are on an RDO or RTO who have volunteered.
5. The Shift commander may call Officers from the Division/Unit in need who are on an RDO or RTO from another shift, who have volunteered.

In order to ensure the fair and equitable distribution of overtime under Section B (1) above, no Officer will work voluntary overtime more than once in the same pay period unless every on duty Officer within that Division/Unit has been offered the opportunity to work voluntary overtime.

**Remedy:** The Employer and the Union agree that the appropriate remedy for a violation of this provision is that the member who's rights have been violated by an error in regards to this procedure shall be entitled to work the next available overtime shift of the member's choosing.

The Union shall keep the Employer informed of the Employer's suspected systematic abuse of this provision and the Employer will cooperate with the Union in correcting any such systematic abuse. In the event that the suspected abuse is not corrected to the satisfaction of the grievant, any remedy shall not be limited to the above.

#### **C. Mandatory Overtime**

When it has been determined that there is a critical need for overtime, the Superintendent/Unit Supervisor will make the decision to require that Officers work overtime after completion of C.B.A Article 3.3 B(2), beginning with those with the least seniority.

If all Officers refuse voluntary overtime, the Superintendent/Unit Supervisor will choose Officers beginning with those on duty within their Division/Unit, with the least seniority each time and without rotation. However, no officer shall be assigned to work mandatory overtime more than once in the same pay period, unless every on duty Officer within that Division/Unit has already performed mandatory overtime during that same pay period.

#### **D. Voluntary and Mandatory Overtime for Specialty Units**

Notwithstanding the above, if no Officers in the specialty units voluntarily accept said overtime assignments then Officers on duty in the specialty unit shall be assigned beginning with those with the least seniority.

No Officer shall be assigned to work mandatory overtime more than once in the same pay period, unless every on duty Officer within that specialty unit has already performed mandatory overtime during that same pay period. This shall not preclude any members in special assignments from being able to volunteer for overtime in other assignments if so qualified.

Section 3.4 Overtime Compensation:

Overtime which has been duly authorized or approved shall be compensated as follows: All hours actually worked in excess of eighty (80) hours per biweekly pay period by an Employee shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate. For purposes of calculating overtime, all compensated hours shall be counted, except sick leave, during a fourteen (14) day period.

Consistent with the grievance arbitration decision issued May 31, 2012 by Arbitrator Brian Reynolds, if officers on FMLA leave choose to use leave time other than sick leave, such paid leave shall be counted as hours worked for purposes of this Section 3.4 Overtime Compensation.

Section 3.5 Compensatory Time and/or Overtime:

Effective upon ratification and Board approval, at the Officer's option, time and one-half (1 ½) overtime may be accumulated as compensatory time due, calculated at overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

Section 3.6 Shift Relief:

Officers shall be released from their assignment at the end of their work period when the relieving officer assumes responsibility for the assignment and verifies with the supervisor or supervisors designee that the responsibility of the assignment has been transferred from the off-going officer to the on – coming officer.

In the event that the officer has not been released to leave the workplace by one minute past the end of their assigned work period, the officer shall receive 15 minutes of pay or compensatory time. For example: Officer A leave the workplace at 1502 hours, Officer A is entitled to 15 minutes of compensation at the overtime rate. If Officer A leaves the workplace at 1517 hours, Officer A is entitled to 30 minutes compensatory time or pay at the overtime rate, at the officer's election.

## ARTICLE IV Seniority

### **Section 4.1 Definition of Seniority:**

- A. For the purpose of this agreement, other than Section C below, seniority shall be defined as commencing on the member's date of hire as a sworn law enforcement officer with the Cook County Sheriff's Office. Employees will bid based upon seniority for shift, detail and divisional/unit, vacation dates, and overtime assignments within their departments or specialized units. Currently, the specialized units for purposes of this Section are: Canine, Transportation and ERT in the DOC; the Department of Women Justice Services; the Sheriff's Impact Incarceration unit commonly known as Boot Camp; and, the Electronic Monitoring Unit.
- B. Beginning March 25, 2013, an Employee's union seniority shall be their date of hire as a sworn Law Enforcement Officer with the Cook County Sheriff's Office. This section 4.1 (B) supersedes any contradictory language in the CBA. In the event two or more Officers have the same seniority date, preference shall be given based on the lower County employee number first, then second by lower JDE number.
- C. County-Wide Seniority shall be used for purposes of vacation earned and accrued under Section 7.1 of this agreement, defined as a combination of Department seniority plus any time that is credited under Section 1 below or COUNTY SERVICE IN ANOTHER DEPARTMENT OF COOK COUNTY.
  - (1) 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 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.
  - (2) 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.
- D. Termination of Seniority: An Employee shall be separated from employment and have his/her seniority terminated for the following reasons only:
  - a. The Employee resigns or quits,
  - b. The Employee retires on regular service retirement.

- c. The Employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure,
- d. The Employee does not return or renew at the expiration of a leave of absence, and
- e. The Employee does not return to work when recalled from layoff.

E. Any new employee shall be considered a probationary employee for a period of twelve (12) months from the beginning of their employment during which time they shall have no seniority rights except for vacation purposes. A new Employee may be summarily dismissed within said twelve (12) months from the date of employment at the sole discretion of the Employer. If such Employee is retained beyond the twelve (12) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular Employee and his seniority shall commence as of the date of his original employment.

F. An employee will not earn additional seniority during any absence from County Service on leave without pay in excess of thirty (30) consecutive calendar days, or suspension for more than thirty (30) consecutive calendar days, or time after layoff of more than thirty (30) consecutive calendar days, except as provided by law or regulation.

Section 4.2 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 department seniority. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date. Employees so removed shall be able to exercise their seniority in any other department covered by this collective bargaining agreement provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Employees laid off as a result of this procedure shall be subject to recall in order of department seniority before new employees are hired in the classifications held by them at the time of the reduction in force.

Section 4.3 Seniority List:

Within thirty (30) days of ratification, the Employer will furnish the Union a master list showing the name, employee number, Department of Corrections/Department of Community Supervision and Intervention/Boot Camp seniority date within each such Department, current job assignment and star number of each employee. The Employer shall post a similar list. Within thirty (30) calendar days after the

date of posting, an employee must notify the Employer of any error as it appears on that list or it will be considered correct and binding on the employee and the Union for the duration of that list. The Employer will furnish the Union a revised list quarterly, including before each occasion of a compound-wide bidding under Section 14.3. A copy of each subsequent revised list will be available for inspection and review in the Security Office of each Division/Unit. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein.

## **ARTICLE V Rates of Pay**

### **Section 5.1 Job Classifications:**

All bargaining unit employees shall receive the biweekly salary provided for their respective grade and length of service as set forth in Appendix A of this Agreement. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

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

Effective the first full pay period on or after	6-1-13, a 1% wage increase
Effective the first full pay period on or after	6-1-14, a 1.5% wage increase
Effective the first full pay period on or after	6-1-15, a 2.0% wage increase
Effective the first full pay period on or after	12-1-15, a 2.0% wage increase
Effective the first full pay period on or after	12-1-16, a 2.25% wage increase
Effective the first full pay period on or after	6-1-17, a 2.0% wage increase

### **Section 5.2 Court Time:**

If a Correctional Officer is required by the Department to appear in court during off-duty hours, such court time will be compensated at the rate of one and one-half (1 ½) times the Officer's regular hourly rate of pay so long as these hours are in excess of the Officer's regularly scheduled work hours.

## ARTICLE VI Holidays

### ***Section 6.1 Designation of Holidays:***

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit. It is understood that for those employees working on a 4-on, 2-off schedule, holidays are included in the scheduling and may or may not fall on the appointed day:

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

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. Effective December 1, 1993, Employees who work on any one of the six (6) major holidays, i.e., New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1 1/2) for all hours worked, plus an additional day off with pay.  
Employees who work on any one of the seven (7) minor holidays, shall receive straight time pay for all hours worked plus an additional day off with pay.
- D. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current

practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an Employee is required to work on an approved floating holiday, the Employee shall receive one and one-half (1 ½) times the Employee's, regular hourly rate for the hours actually worked plus, at the officers discretion, either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of the Agreement.

Section 6.2 Eligibility:

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

- A. The Employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless said officer received authority to take those days off.
- 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 or other authorized paid time during such period.
- C. Holiday compensation will not be credited to members scheduled to work on a holiday if the member is on the medical roll (except IOD) or absent due to sickness.

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 Article IV, Section 4.1(C) 1, shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1 <sup>st</sup> thru 6 <sup>th</sup>	80 hours	160 hours
7 <sup>th</sup> thru 14 <sup>th</sup>	120 hours	240 hours
15 <sup>th</sup> year and over	160 hours	320 hours

B. Vacation 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 days in a pay period to accrue time in that period. Vacation time will be earned and accrued at the following rates:

1 <sup>st</sup> thru 6 <sup>th</sup> years:	3.08 hours per pay period x 26 pay periods
7 <sup>th</sup> thru 14 <sup>th</sup> years:	4.62 hours per pay period x 26 pay periods
15 <sup>th</sup> year and after:	6.16 hours per pay period x 26 pay periods

C. 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 Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (I) one day or more and shall be scheduled pursuant to Section 9.7 contained herein.

D. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

E. 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 period.

- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. 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 or Naval 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.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation:

The Employer agrees to post vacation schedule request periods, and the choice of vacation scheduling shall be given on a department seniority basis as a bargaining unit member within each division/unit of the department.

The vacation period will begin December 1 and end on November 30. Each bargaining unit member desiring to select vacation time for this period must select a minimum of forty (40) hours, five (5) working days. However, the bargaining unit member may at his/her option, use all or part of the maximum allotted vacation time earned for one (1) fiscal year. The employee who wishes to split his/her vacation may do so in as many weeks as are earned for one (1) fiscal year. Once the vacation periods are selected by the bargaining unit members, he/she will within a reasonable time period receive a copy of the selections signed by both the member and the unit supervisor. The vacation bid period shall begin on or before November 1<sup>st</sup> and be concluded no later than November 15<sup>th</sup> of each year, or earlier as may be agreed.

At least eight percent (8%) of the sworn personnel on each shift within each division/unit will be allowed off for vacation. Civilian personnel, training, suspensions, meetings, excused absences, etc., will not be used in this determining number of bargaining unit members that may be allowed off for vacation. (Personal time, holiday time, and time due are not a part of vacation, therefore at least an additional two percent (2%) will be allowed for such time. Usage of vacation time in one (1) day increments shall be included in this calculation.)

Bargaining unit members with additional vacation time will be allowed to select any available period(s) after the vacation list has been completed and posted, or he/she may carry the additional time over to the next year, subject to Cook County limitations. Once a vacation is selected, the bargaining unit member must receive that vacation even if he/she has been transferred to another division/unit.

If a bargaining unit member is in danger of losing vacation time because he/she has accumulated more vacation than the County allows, the superintendent or unit supervisor shall notify the member of such danger and inform the member the week(s) available prior to losing his/her vacation time. However, vacations already selected cannot be switched, except upon written application with exceptional circumstances. The Employer will not unreasonably deny any such request.

### *Section 7.3 Sixty Day Calendar:*

The Employer shall establish a 60 day calendar to reflect time off requests other than bid vacation under Article III. The 60 day calendar will be used to enter vacation or compensatory time-off requests to be taken in the upcoming 60 day period. Requests shall be approved on a first-come, first-served basis, regardless of seniority, commencing at the start of roll call on the 60<sup>th</sup> day. Requests shall be time-stamped or initialed by a supervisor.

## ARTICLE VIII Welfare Benefits

## **Section 8.1 Hospitalization Insurance:**

- A. The various hospitalization insurance plans (as described in the attached Appendix C) that are in effect shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. 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 the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County may institute or continue a cost containment program (such as a second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Union will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

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.

C. The employer will provide prescription benefits and mail order prescription program as described in the attached Appendix C.

Section 8.2 Sick Leave:

- A. Sick leave 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 sick time in that period. Sick leave will be earned and accrued by all eligible employees at the rate of 3.70 hours per pay period.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation hereunder. Additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Employer shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge.
- D. 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 working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness.

Sick leave may be used as maternity or paternity leave by employees.
- E. An employee who has been off duty for five (5) consecutive working days or more for any health reason shall be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than four (4) consecutive working 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 a Facility physician may be required to make sure that the employee is physically fit for return to work.

- F. If, in the opinion of a physician designated and retained by the County, the health of an employee or immediate family warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and any other compensatory time for such leave.
- 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 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 \$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 Compiled Statutes.

Section 8.6 Dental:

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 Maintenance of Benefits:

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussion. The Union reserves the right to bargain over such changes, including the right to arbitrate any dispute over such changes.

Section 8.8 Employee Assistance Program:

The Employer has established an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. This program is designed to deal comprehensively with any personal problems of employees which affect their physical or mental health and which may have a negative impact on their work productivity. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

Section 8.9 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 8.10 Insurance Opt-Out:

Effective 12/01/99, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 8.11 Transitional Work Plan:

No less than forty-five (45) qualifying employees shall be permitted to temporarily work in fulltime, medically restricted assignments as part of a transitional work plan. To be eligible to participate in a transitional work plan, the employee must provide a medical prognosis from their treating physician that indicates that the officer is capable of physically performing the transitional assignment and that the officer is expected to return to full-duty during their prescribed time in the transitional work plan. The employer has the right to send the employee to its own physician for a second opinion by an Independent Medical Examiner ("IME"), whose opinion shall be final and binding.

The employer will determine the potential assignments available for a transitional work plan and provide this list to the Union annually. Placement into the transitional work plan shall be filled on a first come, first served basis, regardless of seniority, with notification of such assignment to the union. The Employer shall not be obligated to increase the number of officers or assignments available for a transitional work plan.

An officer cannot participate in a transitional work plan for more than six (6) months in a rolling twenty-four (24) month period. The employer has the right to change the shift, location, and detail of the officer's transitional assignment once every two weeks, but the Employer will make a good faith effort to keep the shift and detail of the transitional assignment the same as the employee's regular shift and detail. After the employee has worked his/her authorized period of time in the transitional work plan, the employee will be required either to return to full duty or, if medically unable to return to full duty, utilize available leave options or resign. Once an employee has been accepted into a transitional work plan, the employee shall not be displaced by another employee for the duration of his or her time in the transitional work plan. In the event that an officer, released to work by his physician with medical restrictions is denied placement in the transitional work plan, the Union will be notified with the reasons for the failure.

The Employer will establish a waiting list for eligible employees for whom there is no current available medically restricted position, and employees who remain qualified shall be selected from the waiting list in the order of their placement on the list.

Section 8.12 Proof Status Policy:

The following language shall satisfy the arbitrator's ruling of November 14, 2008, concerning the affirmative attendance policy.

A. Definitions

1. A pattern of medical time misuse shall be defined as: three (3) or more instances of medical time use over a 30-day period;

- a. In conjunction with any scheduled day off (holiday, RDO, vacation, etc.); or
  - b. On the same day of the week; or
  - c. In conjunction with paydays.
2. A pattern of medical time misuse may be defined as use of medical time over a 60 day period when the member has eight or less hours of accrued medical time, otherwise known as "earn and burn."
3. Counseling shall remain in effect for a period of thirty (30) days or until the following month's attendance review and consists of a meeting between the member and a command staff member to review medical time misuse.
4. Proof status shall be for a pattern of misuse of medical time, after the member was counseled for medical misuse in the previous month and shall last for a 90-day period.

B. Action plan:

When a pattern of this use of medical time is discovered, the employee shall meet with his or her supervisor in an affirmative attendance counseling session:

- A union representative shall be present when the employee is called for the counseling session;
- The counseling session will use a standardized counseling form that is completed and signed by the supervisor, employee and union representative;
- The counseling shall ensure that the employee understands his or her options of EAP (Employee Assistance Program), disability leave, and FMLA;
- The fourth misuse of medical time following this pattern within the 30 day period immediately following the counseling session will result in placement on Proof Status, except when the employee has 96 hours of accumulated medical time or more;
- The employee will be notified of the Proof Status placement prior to being placed on Proof Status, and this will be verified by signatures of the supervisor, employee, and union representative.

C. Abuse of Proof Status with an incident of conduct as described in paragraph A-1 within the 90 days of Proof Status period will result in progressive discipline or docking of pay if the following criteria is not met:

- a. If employee is placed on proof status and provides proper medical documentation within three (3) business days after returning to work. The employee will not be docked or receive progressive discipline for the day(s) taken.
- b. Proper medical documentation must contain the following minimum criteria:
  - i. Printed name, address, phone number, and signature of the medical practitioner;
  - ii. Date(s) of the examination/visit, date(s) employee was unable to work, and the date the employee can return to work; and
  - iii. Indication that the employee was unable to work due to personal or family illness.
- c. Documents that do not meet the minimum criteria required will not be accepted and the employee will immediately be notified. If acceptable documentation is not provided within three (3) business days after returning to work, the employee will be docked for the day(s) in question.
- d. Upon acceptance of proper medical documentation, the shift commander must attach a copy of the medical documentation to the daily payroll/attendance sheets.

D. The affected member will be taken off of proof status after 20 working days without any use of medical time while in Proof Status. A "working day" shall be defined as any day on duty of four hours or more.

E. Exceptions to Proof Status:

- a. Any employee who has accrued substantial medical time (96 hours or more), the employee shall not be subject to Proof Status;
- b. Employees on disability or EAP shall be excused from counseling or proof status during that period of disability or while enrolled in an EAP program;

- c. Preapproved medical time used for doctor's visits and/or medical procedures; and
- d. Authorized use of approved FMLA.

F. Mere placement on Proof Status will not cause de-deputization.

G. Proof Status placement cannot be a basis to deny a member of the opportunity to work overtime.

Any Proof Status counseling or placement of any officer on Proof Status prior to March 10, 2011 is considered invalid and all documentation pertaining to Proof Status prior to March 10, 2011 shall be permanently removed from the officer's personnel file.

Section 8.13 Compensatory Time/Unscheduled Absences:

Effective upon execution of the collective bargaining agreement by the Cook County Board of Commissioners, members of the bargaining unit shall accrue eight (8) hours of compensatory time for each of the following calendar periods where there are no unscheduled absences. Unscheduled absences include but are not limited to sick days, vacation days, personal days, or any other accrued time used that was not approved in advance. Any unpaid absences will also be counted as unscheduled absences.

The calendar periods are as follows: June 1 through September 30; October 1 through January 31; and, February 1 through May 31. At the end of the calendar year, the employee may opt to receive paid compensation for any days earned under this provision (up to a maximum of three (3)) except, those employees whose accrual exceeds four hundred eighty (480) hours of compensatory time shall be compensated with pay for all hours of compensatory time in excess of the four hundred and eighty (480) hour maximum which can be accumulated.

**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. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouses, and parents. An additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household if said funeral takes place more than one hundred fifty (150) miles from the Cook County Department of Corrections, 2700 S. California Ave., Chicago, IL.

- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. All leaves requested must be in writing.

Section 9.2 Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post partum childcare. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee.

Section 9.3 Personal Days:

All employees shall earn and accrue four (4) days or 32 hours off with pay each fiscal year. Employees may be permitted this time off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time. Scheduling of personal time shall be pursuant to Section 9.7 herein. The Employer will allow, however, 4% of the sworn personnel on each shift within the Division/Unit to take a personal day on an emergency basis by calling in between 1 to 24 hours prior to the shift. Employees entitled to receive personal leave, who enter Cook county employment during the fiscal year, shall be given credit for such personal leave at the rate of eight (8) hours 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.

Accruals shall be at the rate of 1.24 hours per pay period; 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 or 32 hours may be used in a fiscal year.

Personal days may be used as additional vacation leave with the prior approval of the Sheriff/Designee. 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 with the approval of the Sheriff's Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

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

Section 9.4 Family Medical Leave Act:

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act. The Employer may require employees first to use (substitute) up to 96 hours if available, of earned and accrued time in conjunction with their FMLA absences per calendar year before commencing unpaid FMLA absences, in accordance with the FMLA.

The Employer agrees to issue a memorandum to all Superintendents within five work days of execution of this Agreement advising them that, effective immediately, employees who have approved Family and Medical Leave can use all benefit time (medical, holiday, personal, vacation, or time due) on less than 24 hours notice for this purpose.

Section 9.5 Jury Duty:

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

Section 9.6 Americans with Disabilities Act:

The parties acknowledge that the employers are bound by the provisions of the Americans with Disabilities Act.

Section 9.7 Notice of Leave:

Employees must give at least twenty-four (24) hours notice before utilizing any leave benefits, including but not limited to a vacation day, personal day, compensatory time day, floating holiday, or any other paid time off which was not previously scheduled. All requests for time off shall be granted, man power allowing. Request for time off shall not be unreasonably denied by the Employer.

**ARTICLE X                   Leaves of Absence**

Section 10.1 Regular Leave:

Leaves of absence without pay for Employees shall be granted in compliance with the Rules and Regulations of the Employer and the Cook County Sheriff's Merit Board.

- A. Leaves of absence without pay may be granted any member of the Department of Corrections or Investigator II (Intensive Supervision). The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall be returned to the same rank he or she held at the time the leave was granted provided a vacancy exists. Leaves of absences shall not be granted to any County Correctional Officer or Investigator II (Intensive Supervision) who has not completed his or her probationary period.

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

C. Leaves of absence without pay may be granted for the following reasons and purposes:

1. Illness of an Employee properly certified by a physician acceptable to the Sheriff and the Board; however, the Board may require a member who has applied for such leave to submit to a physical examination by a physician of its choosing;
2. Active duty in the military or naval service of the United States;
3. Training in an institution of higher learning;
4. Other reasons acceptable to the Sheriff and the Board.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, suspensions for more than 30 calendar days, 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).

Section 10.3 Retention of Benefits:

An Employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An Employee on 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.

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 that requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 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 provided for in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended, and under Illinois law, and applicable ordinances.

In accordance with Cook County ordinance, as amended 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.

All Employees who attend monthly drills on the weekends that are not on their regular days off must work two of their regular days off before attending the drill. If the Employee does not work off days first, the Sheriff/Designee will allow the Employee to take vacation, compensatory time, or personal days for the weekend. The Employee must notify the Sheriff/Designee in writing (To/From) at least ten (10) working days before the scheduled drill date. If the Employee does not have any accrued vacation, compensatory time, or personal days, the Sheriff/Designee shall switch the Employee's days off for the affected drill weekend.

The parties agree that bargaining unit employees will be afforded all rights and privilege to military leaves, and reemployment following such leaves, in accordance with federal and state law and Cook County ordinance; as such enactments may be amended from time to time. This list is not intended to commit or bind the Sheriff or Cook County to any certain benefits or privileges in the future, but is simply to summarize the parties' mutual understanding that the applicable military leave and reemployment rights currently include:

- Leaves of absence for up to five years of military duty.
- Continued accumulation of seniority during leave.
- Continued accumulation of pension credit during leave subject to the employee making appropriate employee pension contributions.
- Wage continuation, or supplementation of military pay, during some leaves, currently including 15 working days per year under Cook

County ordinance for eligible employees taking certain Reserve and Illinois National Guard leaves.

- Prompt reinstatement from leave with health coverage intact upon timely reapplication.
- Training or retraining if necessary to acquire essential job skills, and reasonable accommodation of any service disability.
- Protection against discrimination based on military service.
- Service members must give advance notice of upcoming military duty if possible. An employee's right to reinstatement after leave currently is contingent upon reporting back to work or making reapplication for employment at the beginning of the next scheduled work period if the tour of duty was less than thirty-one (31) days; or within fourteen (14) days of release if the tour was for more than thirty (30) but less than 180 days; or within 90 days after release if the tour was for more than 180 days.

Section 10.6 Veteran's Conventions:

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

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

Section 10.7 Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the

particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

## **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.

The purpose of this Article is to specify the method by which employees may present grievances and seek redress.

This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

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

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

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by county administration, depending on the subject matter of the grievance.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

An employee is encouraged first to discuss the problem with the immediate supervisor.

If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

### Section 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 terms of this Agreement between the Employer and Union.

Matters that fall within the jurisdiction of the Merit Board cannot be challenged as a grievance. However, discipline of thirty (30) days or less may be grieved as

outlined in Article XV Section 15.4 and as maybe further outlined in this Agreement.

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 Four 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 and receive a copy of such resolution.

A grievance relating to all or a substantial number of employees (Class Action) or to the Union's own interests or rights with the Employer may be initiated at Step Four per the Chief Union Representative or his designee only. Once a Grievance has been filed for discipline of thirty (30) days or less, the Employer shall not impose such discipline until the completion of the 4<sup>th</sup> Step of the Grievance Procedure.

**Section 11.4 Grievance Procedure Steps:**

Grievances must be submitted on an approved Grievance Form. The steps and time limits shown as calendar days as provided in the Employer's Grievance Procedure are as follows:

Step	Submission Time Limit this Step (calendar days)	To Whom Submitted (working days)	Time Limits Meeting	Response
1	15 days	Superintendent or Designee <sup>1</sup>	7	10 days
2	5 days	Asst. Exec Dir. or Designee <sup>2</sup>	10	15 days
3	5 days	Exec. Director or Designee	15	20 days
4	10 days	Sheriff or Designee <sup>3</sup>	20	30 days
5	30 days	Impartial Third Party	15	30 days

**Step One**

1. The Employee obtains a Grievance Form from the Union Representative.
2. The Employee writes the nature of the grievance, attaches a copy of the write-up, if disciplinary, and the resolution sought on the Grievance Form, signs it, returns it to the Representative who will present it to the Superintendent/Designee (DCSI: Immediate Supervisor/Designee). The employee, Representative, and Superintendent/Designee (DCSI: Immediate Supervisor/Designee) will each keep their appropriate copy.
3. Within the seven (7) calendar days after receipt, the Superintendent/Designee (DCSI: Immediate Supervisor/Designee) shall meet with the employee to discuss the grievance.

<sup>1</sup> DCSI: Immediate Supervisor/Designee

<sup>2</sup> DCSI: Division Director/Unit Chief/Designee

<sup>3</sup> Director Bureau of Human Resources/Designee

4. Within the ten (10) calendar days after the meeting, the Superintendent/Designee (DCSI: Immediate Supervisor/Designee answers the grievance on the Grievance Form and transmits the answer to the Employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the five (5) calendar days after receipt, or if no answer is given, advance the Grievance to Step 2.
7. Failure to advance the grievance within five (5) calendar days after the Step 1 answer is due concludes the grievance procedure.

#### Step Two

1. On the Grievance Form, the Employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, attaches a copy of the write up, if disciplinary, together with the Step 1 answer, and returns it to the Representative. The Representative presents the grievance to the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee).
2. Within ten (10) calendar days after receipt, the Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) shall meet with the Employee to discuss the grievance.
3. Within fifteen (15) calendar days after the meeting specified in (2) above, Assistant Director/Designee (DCSI Division Director/Unit Chief/Designee) writes the final answer on the Grievance Form and transmits the answer to the Employee.
4. If the answer is satisfactory or if the Employee fails to advance the grievance within five (5) calendar days after the Step 2 answer is due, the grievance procedure is concluded.

#### Step Three

1. Within five (5) calendar days after receipt of the Step 2 answer, the Employee states that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory, writes the date referred to Step 3, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 answers, and returns it to the Chief Representative. The Chief Representative presents the grievance to the Executive Director/Designee.

2. Within fifteen (15) calendar days of receipt of the letter, the Executive Director/Designee will hear an appeal and submit a written decision to the Employee within twenty (20) calendar days.
3. If the answer is satisfactory or if the Union/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

1. Within ten (10) calendar days after receipt of the Step 3 answer, the Employee states that the answer given at Step 3 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 and Step 3 answers and returns it to the Chief Representative. If the Union concurs the business representative will advance the Grievance to the Sheriff's Designee.
2. Within twenty (20) calendar days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the Employee within thirty (30) calendar days.

#### Step Five - Impartial Arbitration

If the Union is not satisfied with the Step 4 answer, it shall within thirty (30) calendar days after receipt of the Step 4 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) calendar days, the Employer and Union may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service, or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two parties will confer within seven (7) days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

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

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the

Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The Employer currently provides copies of the internal affairs investigative files to the Teamster's attorney(s) as discovery for grievance arbitrations of discipline resulting from internal affairs investigations. The employer agrees to provide these copies to the Teamsters to be delivered to the Union's attorney through the office of the Chief Union Representative as discovery prior to the Step 4 hearing in an effort to reduce the number of grievances advanced to arbitration. The Teamsters Chief Union Representative shall be responsible for ensuring the confidentiality of the files.

In all other matters, the parties agree there is a general duty on both sides to provide and share relevant information with one another concerning the processing of grievances. In these matters, the Employer agrees to provide such information to the union, upon request, within fourteen (14) working days after the request is received. In the event that the Employer deems the information to be confidential, the Employer will provide the union within 1 response within fourteen (14) working days after the request is received. The parties agree to work to resolve any problems that may arise with respect to the release of the information to the union. If the parties are unable to resolve the dispute, the parties agree to advance the dispute to step five (impartial arbitrations) as provided by provision 11.4 of the Grievance Procedure. The parties further agree to suspend any time limitations otherwise provided for in this agreement regarding grievances that are relevant to this information, until such time as an Arbitrator issues a decision on this information.

The parties recognize that any arbitration award in violation of, inconsistent with, or in conflict with any statue or statutes enacted by the general assembly of Illinois is not a valid and binding award.

#### ESTABLISHED HEARING DATES:

Step 4 grievance hearings shall be heard on the third Thursday of every month. If circumstances arise that make this date operationally burdensome, the hearings will be held on the following Tuesday. If there is an unusually high amount of grievances, the time limits established above for the step-four grievances will not be applicable, but the hearing must be held as soon as possible thereafter.

#### Section 11.5 Time Limits:

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

Section 11.6 Representatives:

The Union will advise the Employer in writing of the names of the Representatives and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

The Employer recognizes that the Union shall be granted a total of six (6) Union Representative (which includes one (1) Chief Union Representative) to service the members of the bargaining unit and handle grievances in conjunction with the unit Representatives. Said Chief Representative will have the time necessary to act in this manner without loss of pay or benefits.

All individuals designated as stewards by the Union will be excused without loss of pay or benefits for the purpose of attending quarterly Union steward meetings at a date, time, and location determined by the Union.

The following Divisions/Units/Shifts shall be represented by the below listed shift Representatives:

Division I	(one Representative for each shift)
Division II	(one Representative for each shift)
Division IV	(one Representative for each shift)
Division V	(one Representative for each shift)
Division VI	(one Representative for each shift)
Division VII	(one Representative for each shift)
Division VIII	(one Representative for each shift)
Division IX	(one Representative for each shift)
Division X	(one Representative for each shift)
Division XI	(one Representative for each shift)
RCDC	(one Representative for each shift)
External Operations	(one Representative for each shift)
Ex Ops/Hospital	(one Representative for each shift)

Administration	(one Representative)
Boot Camp	(one Representative for each shift)
DCSI/Pre-Release	(one Representative for each shift)
EM Investigator II	(one Representative for each shift)
Sheriffs Furlough	(one Representative for each shift)
ERT	(one Representative)
Transportation	(one Representative for each shift)
Canine	(one Representative)
Central Kitchen	(one Representative for each shift)
ARU	(one Representative for each shift)
Sanitation	(one Representative for each shift)
Women's Residential	(one Representative for each shift)
Training Academy	(one Representative for each shift)

The above listed divisions/units/shifts shall also be represented by Union Field Representatives who will act in the absence of the Shift Representative.

The Employer recognizes that the Teamsters shall be granted a total of one (1) Chief Union Representative to service the members of the bargaining unit and handle grievances in conjunction with the unit Representatives. Said Chief Representative will have the time necessary to act in this manner without loss of pay or benefits.

It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized Union Representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify the Employer of any changes of these Representatives during the term of this agreement.

Section 11.7 Union Representatives:

Duly authorized Business Representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business Representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer 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 Union Office Working Hours:**

Officers who are assigned to work in the officer's union office at the Department of Corrections shall work a total of 80 hours per pay period. Any time off shall be requested by timesheet and/or three-part form.

Officers assigned to the union office who are assigned to work in the union office shall not be held to a set eight hour schedule per day, for example, if Ofc. A works sixteen hours on Monday, Ofc. A shall not have to work a regularly scheduled eight-hour shift on Tuesday. Officers assigned to the union office shall be required to sign in and out regardless of location or shift under penalty of perjury.

### **Section 12.1 No Strike:**

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

## *Section 12.2 Union Responsibility:*

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

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

### *Section 12.3 Discharge of Violators:*

The Employer shall have the right to discharge or otherwise discipline any or all Employees who violate any of the provisions of this Article. In such event, the Employee or Employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an

employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lockout:

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.

**ARTICLE XIII** **Miscellaneous**

Section 13.1 No Discrimination:

The Employer and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, disability, ancestry, sexual orientation, marital/parental/military discharge status, source of income or housing, or activity on behalf of the Union.

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 13.2 Safety and Working Conditions:

It is agreed that the Employer is subject to applicable statutory responsibilities in the area of Health and Safety.

Section 13.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. Notices may be posted unless the Sheriff/Designee disapproves within 24 hours of hand receipt by the Director's office (excluding weekends and holidays). 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 13.4 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, negotiate and replace those provisions declared invalid.

Section 13.5 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 3 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.

The Union recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in the County. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the County will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union.

Section 13.6 Tuition Reimbursement:

- A. The Employer recognizes the benefits of a well-educated work force and therefore encourages employees to continue their education and acquisition of new skills through any state accredited college or university.
  1. The Employee's selected major or minor discipline can be related to his/her present job or a prospective departmental position.
  2. The Employee completes the course with a minimum passing grade of "C".
  3. The Employee notifies and completes the request for reimbursement procedure within 30 days prior to the commencement of the course, employees shall notify the Employer within thirty (30) days of the successful completion of said course in order to qualify for this benefit. Applications for reimbursement are

available by contacting the Cook County Department of Human Resources - Training Division.

- B. All County of departmentally sponsored courses and training programs will be afforded to all employees fairly and without restrictions. Notice of these courses or programs 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.
- C. The allocation shall be \$20,000 per fiscal year. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to employees and not supplement the existing training budget or plans. Reimbursements shall not exceed \$500 per employee per fiscal year on a first come basis.
- D. Tuition fund allocations shall be used for the sole purpose of uses defined under this article. If funds fall in danger of depletion/exhaustion, employee departmental seniority (in addition to A-1, 2, & 3) will be the primary factor of consideration for remaining disbursement of funds.
- E. The Employee will receive reimbursement within 60 days of approval and verification of courses taken, grades received and expenses incurred. Effective FY 2000, in the event the \$20,000 is exhausted, employees will be eligible to participate in the County-wide Tuition Program.

Section 13.7 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect on a reasonable basis, his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. It is understood that only one official file shall exist for each employee.

- A. Number, Type and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case, such as a Merit Board matter or grievance.
- B. Division Files - All Personnel files shall be maintained in the Personnel office only. Divisions or units shall maintain attendance records and those files necessary for the efficient operation of that Division or unit. All files pertaining to any disciplinary action shall be maintained in the Personnel office, Executive Director's office, or Investigative section.

Superintendents or unit supervisors may maintain disciplinary write-up action taken, for a period of twelve (12) months. After twelve (12) months with no disciplinary write-ups, all material will be removed.

- C. Employee Review - Employees and/or their authorized Union Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee writing a reasonable period time.
- D. Employee Notification - A copy of any disciplinary action or material related to employee performance that is placed in the Personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

Section 13.8 Indemnification:

A. Employee Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys that may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section D.

B. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action that arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for purposes of this document, be considered within the scope of the Officer's employment, nor pursuant to the performance of his/her duties.

C. Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Section.

D. Applicability

The Employer will provide the protections set forth in Sections A and B above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section C with the County of Cook in defense of the action or actions or claims.

Section 13.9 Cook County Sheriffs Merit Board:

It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriffs Merit Board.

Section 13.10 Credit Union:

The Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members Advantage Credit Union or Paysaver Credit Union, offered by the County. These funds will be remitted on the same day as the employee's payday.

Section 13.11 General Orders:

Notwithstanding any other provision of this Agreement, the Union must be notified in advance of any contemplated change in the general orders directly affecting Correctional Officers.

Upon hire, the Employer shall provide each Correctional Officer covered by this Agreement with an up-to-date copy of all general orders, which shall be in a 3-ring binder. Upon issuance of any newly published General Order(s) or addenda, each Correctional Officer covered by this agreement will be tendered a copy of such Order(s) and/or addenda. Each Correctional Officer shall sign for his/her copy upon receipt of these general orders and/or addenda. A current copy of all General Orders will be kept by each Superintendent/Unit Supervisor in each Division/Unit for reference by the Officers.

Section 13.12 Uniform:

The parties have agreed that the uniform allowance will be as follows during the term of this agreement:

FY 2013 - \$650/yr

FY 2014 - \$650/yr

FY 2015 - \$750/yr

FY 2016 - \$750/yr

FY 2017-\$750/yr

All employees will receive badges and patches that only read "Deputy Sheriff" by January of 2014. Officers will be required to purchase and affix patches by January 1, of 2014.

Correctional officers in the Cook County Department of Corrections will be permitted to wear "utility uniforms" throughout the calendar year as an optional item. This agreement will not affect the requirement that correctional officers maintain a "Class A uniform."

The Employer agrees to follow the guidelines of General Order #3.13 as amended by General Order 3.13A (dated 10-01-98) in all regards, including the issuance of a "No Shaving Card".

Section 13.13 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall comply with the Cook County Vehicle Ordinance and be reimbursed in accordance with the Cook County Transportation Expense Reimbursement Policy.

Section 13.14 Union Communication with Employees:

A Representative of the bargaining unit will be allowed to address newly hired employees during the initial probationary period advising them of their Union rights and benefits and to solicit their membership in the Union under the terms of the Agreement. Material covering benefits, wage schedules and copies of the contract may be distributed to all probationary employees during this period.

Section 13.15 Secondary Employment:

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. Employees working in the capacity of law enforcement officer, security guard or investigator shall furnish proof of the secondary employer's indemnification/liability insurance. Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

A request for secondary employment shall be denied, under the following circumstances, when the secondary employment is an establishment where the primary business is the sale of intoxicating liquor or gambling and:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor;
2. The employment includes serving as a cocktail waiter/waitress;
3. The employment is security related and prior permission is not granted; and
4. The Sheriff's Office deems that the employment will bring discredit upon the department.

The Teamsters agrees to the terms of the attached general order regarding secondary employment. This letter of agreement will clarify the following section of the general order for Union bargaining unit members:

"When the CCSO member is on the Medical Roll for any reason, unless expressly authorized in writing by the appropriate Department Head or designee."

If a correctional officer or other member of Union, after receiving a release from the County doctor or the member's own treating physician, is not permitted to return to duty due to medical restrictions, the correctional officer or other member of Union will not be restricted from working secondary employment unless the medical restrictions are related to the secondary employment.

Section 13.16 Duty-Related Injury:

In the event a Correctional Officer is injured on a duty and is unable to perform his/her duties, the Correctional Officer may be placed on duty related injury leave until such time as the Correctional Officer is deemed fit to return to duty. During the time the officer is on a duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to, their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause, and officers shall surrender their credentials and badge if they are absent from work for more than 180 days (six months).

Section 13.17 Payments for Injury on Duty:

Employees incurring an injury on duty will be covered by the Illinois Workers Compensation Act. Members who notify their supervisor in writing on forms specified by Cook County Risk Management of any on-duty injuries within forty-eight (48) hours, or as soon as possible if medically unable to do so, of the occurrence of the injury shall be paid their regular wages for up to thirty (30) days pending determination of eligibility for workers' compensation. Members are required to cooperate and provide prompt information as requested during the determination of claim eligibility process and throughout the duration of their workers compensation claim. Members whose injuries are deemed not to be duty related will reimburse the County for wages paid in the interim by substituting sick days, vacation days or other accumulated time due, or reimbursing the County for such wages if the member has no available accrued time. However,

such reimbursement shall be held in abeyance pending any claim filed before the Illinois Workers' Compensation Commission.

In the event the bargaining unit member's injury is deemed "an injury on duty" by the County and the bargaining unit member does not file a claim within the statutory time frame before the Illinois Workers' Compensation Commission or the bargaining unit member receives a denial from the Illinois Workers' Compensation Commission, solely for the purpose of determining whether the bargaining unit member must reimburse the County for any paid days up to the 30 specifically provided for in this Section, the bargaining unit member may file a grievance for hearing before a neutral arbitrator pursuant to the collective bargaining agreement. The County unqualifiedly waives any estoppel or res judicata argument as to the Illinois Worker's Compensation Commission determination for purposes of the grievance hearing regarding reimbursement for any paid days up to 30 provided for in this Section. In no event shall the bargaining unit member be required to reimburse the County for any paid days up to the 30 specifically provided for in this Section until an arbitration decision and/or award is issued, unless the bargaining unit member fails to grieve the denial by the County or decision from the Illinois Workers' Compensation Commission within fourteen (14) days of either: the statute tolling for purposes of filing a claim before the Illinois Workers' Compensation Commission or the decision is received by the bargaining unit member from the Illinois Workers' Compensation Commission.

Section 13.18 Residency Requirements:

The Parties agree that they will both agree to abide by the outcome of the litigation currently pending before the Illinois Public Labor Relations Board.

Section 13.19 Creation of New Units:

The Employer agrees that when a new unit is sought to be created the Union will be given in advance notice of at least thirty (30) days and will be given an opportunity to discuss the Unit.

Section 13.20 Fundraising:

The parties expressly agree that medical and family issues that the Union's membership will have or have had to endure may necessitate fundraising to bear these expenses. The foregoing notwithstanding, fundraising shall not be limited only by paragraphs 2 and 4 below.

1. The parties agree that the Union shall be able to collect funds through raffles, donations, and other mutually approved forms of fundraising, from its membership at the Department of Corrections.
2. Approval by the Sheriff's Department/Department of Correction shall not be unreasonably withheld.

3. The parties agree that these fundraising efforts can take place on the Employer's property at the Department of Corrections, and the parties further agree that by allowing the union to partake in its fundraising activities, the Sheriff or County of Cook, do not bear any liability for any or all activities associated with the Union's fundraising.
4. The parties agree that the Union shall provide notification to the County of Cook one full business day prior to any fundraising activities.
5. The parties agree that all costs or expenses associated with the Union's fundraising activity shall be paid by the Union, unless mutually agreed upon by both parties.
6. The parties agree that any member associated with the Union's fundraising efforts shall conduct those activities during periods of the day that are not work related, i.e. lunch breaks, before and after an officer's shift, or other such time that does not take the officer away from her/his shift duties.

Section 13.21 Transportation Optional Uniform:

From May 1 through October 15 of any year, officers working in the transportation unit of the Cook County Department of Corrections shall be allowed to wear lightweight tactical shorts while performing transportation duties.

The following brand will be the approved tactical uniform shorts for the transportation unit of the Cook County Department of Corrections:

Brand: Propper

Type: Lightweight Tactical Shorts

Style: #F5233-50

Color: LAPD navy

Material Composition: 65% polyester, 35% cotton rip stop

Section 13.22 Optional uniform t-shirts:

There is an optional uniform for officers who work in support services and other maintenance related duties in the department of corrections. The following, a navy blue t-shirt that has the Cook County sheriff's logo on the upper left hand side of the shirt, and the Word officer abbreviated ("OFC") with the officer's last name on the upper right side of the shirt. Officers are required to keep any optional t-shirt presentable and consistent with Cook County Department of Corrections uniform General Orders.

Officers who are responsible for the supervision of detainees who complete maintenance, cleaning, or feeding tasks will be allowed to use this optional uniform item.

Section 13.23 Officer searches:

In the event that an officer's locker must be searched by the employer, the officer shall be allowed to have a union steward present during the search to act as a witness.

In the event that a search of an officer's locker must be conducted by the employer and the officer cannot be present, the employer shall not search any of the property until a union steward is present to act as a witness on behalf of the officer. The time for a union steward to be present shall be limited to a reasonable one, e.g. 15 minutes is reasonable, 30 minutes is not.

Section 13.24 Stun cuff training:

All officers who have successfully bid into the external operations division/unit, and who also volunteer for training, shall be trained in the operation and deployment of stun cuffs within 365 days of the officer's awarded bid.

In the event that stun cuffs are replaced by a new or different technology, this Section 13.24 of the contract shall define the time frame that the employer is required to train officers in the external operations division/unit on the new or different technology that replaces the stun cuffs.

Section 13.25 CDL training:

All officers who have successfully bid into the transportation division/unit, Division XI, or PRC, shall receive the employer's CDL training within six (6) months of their awarded bid. Division XI and PRC training shall be based upon assignment within Division XI and PRC. In the event that any officer is unable to take the CDL training for any reason, the officer shall be sent to the employer's CDL training during the next available class.

Section 13.26 Firearm registration:

Officers at the Cook County Department of Corrections shall comply with local jurisdictions/municipal gun registration laws or ordinances. It is the officer's responsibility to be in compliance with the governing law(s). If an officer violates any local jurisdiction/municipal gun registration, the officer may be subject to discipline by the employer.

The employer shall monitor and ensure that officers at the Cook County Department of Corrections have a current firearm ownership identification card ("FOID"). In the event Employer issues a revocation of an officer's Deputy Card due to an expired FOID, the Officer shall surrender the officer's Deputy Card, unless the officer has a current FOID card, in which case the officer shall take the

FOID card to the personnel office to demonstrate the officer has such a card. The personnel office shall make a copy of the officer's current FOID card, notify the department that the officer is in compliance, and the officer shall retain the officer's deputy card; this applies only to expired FOID cards, not revoked FOID cards.

Section 13.27 C/O to P/O Training:

The Sheriff will begin sending employees to C/O to P/O (law enforcement certification) training in 2013 and will continue to do so every year through 2017. Upon the union's request, but at least annually, the parties will meet to discuss the total numbers of officers trained and the tentative schedule for training in the upcoming year. Prior to the end of the fifth year, the parties will meet to make arrangements for sending more officers to C/O to P/O training during the next 5 (five) year cycle.

Section 13.28 Attendance Incentive Program:

Beginning in 2013, both parties agree that if the combination of medical time and zero time usage at the end of a year is at least 10% lower than the combined medical time and zero time usage during the previous year, the Sheriff will contribute half of the hours saved in excess of the 10% reduction to a "training hours fund." This fund will be used to send officers during the following year to C/O to P/O training or other relevant and useful correctional training, mutually agreed to by the parties, that is above and beyond the courses offered during the annual in-service training. For instance, if the total medical time and zero time in 2012 was 300,000 hours, and the 2013 medical and zero time is reduced to 240,000 hours, then there would be a 20% reduction. The Sheriff would then split the difference between 270,000 hours (10% reduction) and 240,000 hours (20% reduction) and give 15,000 (30,000 / 2) manpower hours into the "training hours fund." As an example, a week of self-defense training takes 40 hours, so 375 (15,000/400) employees would be selected to attend this self-defense training in 2014. For purposes of this section, medical time means all straight sick time or intermittent FMLA leave, and zero time means any kind of unauthorized absence time or approved no-pay time ("0 time"). The parties further agree to meet annually to discuss ways to keep this incentive program effective and beneficial.

**ARTICLE XIV** **Job Posting and Transfers**

Section 14.1 Vacancy:

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units created, or when the Employer increases the number of authorized employees in a facility/unit, except for details for not more than 60 days. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. Further, there is no recognized vacancy

created as a result of emergencies, or when an employee is removed for disciplinary reason for up to 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year or until the next Department/Division-wide bid (whichever occurs first).

Section 14.2 Division/Units Open to Posting and Bidding Process:

The Employer is required to post a recognized vacancy (including shift and detail) in a division/unit not a specific assignment within the division/unit. The Employer has the exclusive right to permanently or temporarily assign any employee within the same division/unit.

Section 14.3 Posting of Vacancies and Bidding:

I.     DOC:

In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty-injury, disability, maternity leave, leave of absence, or suspensions of thirty (30) days or more.

A.     Department-Wide Bidding:

1.     At least thirty days prior to the Department-wide bid, the employer shall provide to the Union a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and details which will be available for bid.
2.     By September 15, 2006 and by September 15<sup>th</sup> of every even year after that, the employer will complete a Department Wide Bid, which will allow all staff based on their seniority date, to bid for their Division or Unit, shift and detail. The department wide bid will be open to all staff members regardless of when they were last awarded a bid. Staff members can bid for their division or shift and detail and the bid will be awarded to the bidder with the most seniority.
3.     The Executive Director will establish the number of staff assigned to each shift and detail in each Division or Unit. There will be seven (7) details:
  1.     Monday through Friday with Saturday and Sunday off days.
  2.     Tuesday through Saturday with Sunday and Monday off days.
  3.     Wednesday through Sunday with Monday and Tuesday off days.
  4.     Thursday through Monday with Tuesday and Wednesday off days.
  5.     Friday through Tuesday with Wednesday and Thursday off days.

6. Saturday through Wednesday with Thursday and Friday off days.
7. Sunday through Thursday with Friday and Saturday off days.
4. Based upon a verified seniority list, each officer will be allowed to select the Division or Unit, shift and detail they prefer. This process would allow groups of 100 officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority, to select his/her assignment from the identified assignments. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority have the most assignments to select from and an officer with the least seniority has the least assignments to select from.
6. Administrative Relief Unit ("ARU")
  1. The Administrative Review Unit shall be allowed to have no more than 200 officers assigned to the Unit at any time. The Employer shall be allowed to keep new Officers who have completed training at the Sheriff's Training Institute for a period of four (4) months before moving those Officers to Divisions/Units.
  2. The parties agree to develop a system to allow ARU officers eligible for overtime opportunities consistent with their seniority.
7. City dog kennel
  1. The parties agree that six (6) assignments in the Support Services Unit will be created to monitor detainees assigned by the department of corrections for the purpose of cleaning the City of Chicago dog kennels. The parties agree that the six (6) assignments will be open to bid by all officers. The parties agree that should the contract for the cleaning of the kennels be terminated, the bidden officers will be returned to the support services unit on the same shift and detail that the officers are bidden to, for the purpose of supervising detainees at the City of Chicago dog kennels.
  2. The hours of work for the dog kennel assignments shall be from 0600 hrs. to 1400 hrs.

3. The parties agree there will be three details for the dog kennel assignments: details one, two, and seven. Two (2) officers of the six (6) assigned to the City of Chicago dog kennels will be assigned to each detail.
4. Two officers will be assigned to every eighteen (18) detainees assigned to clean the City of Chicago dog kennels.

B. March/September Bids:

When a vacancy occurs in between Departmental/Unit-wide bids, the vacancy will be filled by the following method:

1. All vacancies will be identified by Division or Unit, shift, and detail. The employer shall review all vacancies, including positions occupied by probationary and non-bid employees and will conduct a Bid by the 15th of every March and September to fill said positions. During even years (2006 as an example), the Department Wide Bid will serve to satisfy the September portion of this provision.
2. All vacancies will be posted on bulletin boards in all divisions accessible to all staff for a minimum of (10) days.
3. All staff will be eligible to bid on all vacancies regardless of their current assignment.
4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the Executive Director's Office within the ten (10) day posting period.
5. All vacancies will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
6. If bids are solicited and a successful bidder is chosen the staff member shall remain in that assignment for at least thirty (30) days or until the next department wide or March / September bids, whichever occurs first.
7. If bids are solicited and there are no successful bidders, the Executive Director may fill the vacancy with probationary employees until the next department wide bid or March / September bids, whichever occurs first.

C. Special Assignments:

The Executive Director of each department must identify to the Union those units or positions which require special or specific

licenses, education, skills, knowledge, criteria and/or training in order to be assigned to those positions. Currently there are several Special Assignment units in the Department of Corrections, including, SORT, Division VIII, Witness Protection, and Transportation. Also, in the Department of Women's Justice, Department of the Sheriff's Impact Incarceration, commonly known as Boot Camp, and the Department of Community Supervision Intervention (DCSI). These positions will be identified as "Special Assignments". Special Assignments vacancies shall be filled in the following manner:

1. The respective Executive Director will establish the number of staff assigned to each shift and detail of the Special Assignment unit.
2. Staff assigned to Special Assignment positions will have the right to remain in their respective Special Assignments. Any staff that is reassigned due to pending disciplinary action, if found at no fault, will be transferred back to their original bid position in that Special Assignment.
3. Any special Assignment that has multiple shifts and/or details, staff members working that Special Assignment will, based on seniority, choose/bid their shift and/or detail on an annual basis.
4. Any staff member working in a Special Assignment may elect to vacate the Special Assignment and participate in the Departmental wide bid.
5. Any vacancies within a Special Assignment will be filled first by staff assigned to the particular Special Assignment, based upon seniority. Once the position has been filled from within, the initial position or vacancy created by the filling of the initial position will then remain unfilled at the respective Executive Director's discretion or then will be offered to all staff that can satisfy the special and specific requirement, based upon seniority. Then the position may either remain unfilled or the Executive Director may solicit bids from all staff who can satisfy the special or specific requirement.
6. All officers currently assigned to E.M. or Boot Camp will have their seniority status revised and shall be converted to give them all of their Department-wide seniority, i.e. they will be allowed to bid their vacation, shift and detail in the current order allowed utilizing their seniority date from the date of hire as a sworn law enforcement officer with the County Sheriff's Department.

## II. Boot Camp:

In order to bid for any vacancy, bargaining unit members must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspension of 30 days or more. Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted and filled in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the Executive Director's Office within the seven (7) day posting period.
- C. All vacancies will first be filled by the seniority with the bargaining unit member who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualification standards required by the unit. Officers bidding into the Boot Camp must meet the following criteria:
  1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
  2. Possess a valid Illinois Driver's License;
  3. Submit to a formal interview;
  4. Successfully complete a mandatory drug test and background investigation;
  5. Successfully complete physical fitness testing and evaluation;
  6. Successfully complete and receive a graduation diploma from the U.S. Army Military Police School's Rehabilitation Training Instructors Course.

### Department-Wide Bidding:

1. At least thirty (30) days prior to the initial annual Boot Camp-wide bid, the employer shall provide to the Union a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and groups which will be available for bid.
2. Periodically, but no more frequently than annually, the Director of Boot Camp (hereafter referred to as Director) will institute a Boot Camp-wide bid which will allow staff, based on seniority, to bid for shifts and groups. The Boot Camp-wide bid will be open to all eligible staff members regardless of when they were last awarded a

bid. Staff members can bid for their shift and group and the bid will be awarded to the bidder with the most Seniority.

3. The Director will establish the number of staff assigned to each shift. There will be seven (7) groups.
4. Based upon a verified seniority list, each officer will be allowed to select the shift and group they prefer. This process would allow officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority to select his/her shift and group from the identified shifts and groups available.

This process avoids duplication by allowing only one (1) shift and group per officer. This process is designated to ensure that officers with the most seniority have the most shifts and groups to select from and an officer with the least seniority has the least shifts and groups to select from.

6. After implementation of these selections, the staff members would remain in their respective assignments for one (1) year or until the next Boot Camp-wide bid or until the next Quarterly bid (described below) if sooner.
7. In the event there are no bidders, or no bidders with the ability to do the job, the employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
8. No more frequently than quarterly, the Boot Camp shall conduct interim postings and bids for any vacancies created during the previous quarters. Such quarterly bid shall be conducted in the same/manner as described above.

### III. D.C.S.I. Electronic Monitoring:

#### D.C.S.I. and E.M JOB BIDDING AND POSTING

In order to bid for any vacancy a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury, disability, maternity leave, leave of absence, or suspensions of thirty (30) days or more.

Whenever a recognized vacancy occurs within the DCSI, the vacancy will be posted in the following manner:

In the Electronic Monitoring Unit, Management agrees to post all vacancies within EM, shift and detail only. Not a specific assignment as follows:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the D.C.S.I. Executive Director's Office within the seven (7) day posting period.
- C. All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification standards required by the unit. Officers bidding into the Electronic Monitoring Unit must meet the following criteria:
  1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
  2. Possess a valid Illinois driver's license;
  3. Submit to a formal interview;
  4. Successfully complete a mandatory drug test and background investigation;
  5. Successfully complete physical fitness testing and evaluation.
  6. Electronic Monitoring Unit candidates must have successfully completed a firearms qualification within the previous twelve (12) months.
- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.

#### IV. E.R.T.:

In order to bid for any vacancy, a bargaining unit member must be on active duty status. No bargaining unit member shall be allowed to bid who is on duty injury,

disability, maternity leave, leave of absence, or suspension of thirty (30) days or more.

Whenever a recognized vacancy occurs within the divisions/units in Section 2 above, the vacancy will be posted in the following manner:

- A. All vacancies shall be posted for a minimum of seven (7) working or calendar days in all locations, and in plain view.
- B. In order to be considered for the job vacancy, the interested employees must submit their bids in writing to the E.R.T. Director's Office within the seven (7) day posting period.
- C. All vacancies will first be filled by the most senior bargaining unit member who bids thereon, provided said officer has the ability to perform the job and said officer meets all qualification standards required by the unit. Officers bidding into the Electronic Monitoring Unit and bargaining unit positions in the Records Unit must meet the following criteria:
  1. Not have been suspended for more than five (5) days during the previous twelve (12) month period;
  2. Possess a valid Illinois driver's license;
  3. Submit to a formal interview;
  4. Successfully complete a mandatory drug test and background investigation;
  5. Successfully complete physical fitness testing and evaluation (outside agency to be consulted to modify test process).
- D. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
- E. It is recognized that the Employer shall fill a vacancy with the successful bidder as soon as possible taking into account staffing needs.
- F. The E.R.T. shift shall be 0600 to 1400 hours.
- G. The only detail available for E.R.T. is Detail 1 for all 28 E.R.T. Officers.

V. Department of Women's Justice:

**DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL**

In order to bid for any vacancy, an officer must be on active and paid duty status. No officer shall be allowed to bid who is on duty injury, disability maternity leave, leave of absence, or suspensions of thirty (30) days or more.

1. At least thirty (30) days prior to the annual individual Departmental bid, the employer shall provide to the Union a list of all eligible bid positions in the department that clearly sets forth all shifts and details that will be available for bid.
2. For the duration of this agreement, the Executive Directors will institute an individual Departmental bid which will allow staff, based on seniority, to bid for their shift and detail. The individual Departmental bid will be open to all eligible staff members (as identified above) regardless of when they were last awarded a bid. Staff members can bid for their shift and detail and the bid will be awarded to the bidder with the most seniority.
3. The Executive Directors will establish the number of staff assigned to each shift and detail in each division or Unit. There will be seven (7) details:
  1. Monday through Friday with Saturday and Sunday off days.
  2. Tuesday through Saturday with Sunday and Monday off days.
  3. Wednesday through Sunday with Monday and Tuesday off days.
  4. Thursday through Monday with Tuesday and Wednesday off days.
  5. Friday through Tuesday with Wednesday and Thursday off days.
  6. Saturday through Wednesday with Thursday and Friday off days.
  7. Sunday through Thursday with Friday and Saturday off days.
4. Based upon a verified seniority list for each department, each officer will be allowed to select the shift and detail they prefer. This process would allow groups of officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection.
5. This choice process would allow one (1) officer at a time, based on seniority, to select his/her assignment from the identified

assignments in each department. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority in each department have the most assignments to select from and an officer with the least seniority has the least assignments to select from.

6. After implementation of these selections in each department, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid or until the next bid if sooner.
7. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with consenting employee.
8. The following bid criteria applies to Female Furlough bidding:
  - A. Recognizing that certain identified positions in Sheriff's Women's Justice Programs are gender specific, and there being nine (9) open Correctional Officer positions available presently in the Sheriff's Female Furlough Program, five (5) positions will be limited to female bidders as a bona fide occupational qualification ("BFOQ").
  - B. No probationary employees can bid.
  - C. The member must be on active and paid duty status.
  - D. No bargaining unit member that is de-deputized or on duty injury, disability, or leave of absence can bid.
  - E. The bargaining unit member shall have none of the following:
    - Seven (7) or more instance of tardiness; or
    - Written disciplinary action as a result of no sick time, absent late call, or absent no call within the previous twelve (12) months.
  - F. Counseling for any rule infraction shall not disqualify an applicant.
  - G. The member cannot have any Department or Office of Professional Review discipline sustained, resulting in a suspension of five (5) or more days within the previous twelve (12) months.

In the case of a pending grievance or open Office of Professional Review investigation in which the bargaining unit member may receive a suspension of five (5) days or more, or a suspension that would bring the member's number of suspension days to five (5) or more within the previous twelve (12) months, the member may bid into the unit under the following procedure:

If the discipline ultimately imposed by the Office of Professional Review equals five (5) or more days, or would bring the member's number of suspension days to five (5) or more within the previous twelve (12) months, Sheriff's Women's Justice Programs may remove the member from the unit.

Sheriffs Women's Justice Programs will comply with a final disposition or order in a disciplinary matter by an arbitrator, judge, or the Merit Board.

- H. The bargaining unit member must be authorized to carry a firearm by the Cook County Sheriff's Office; possess a valid Firearm Ownership Identification Card; and, while on duty, carry a firearm that meets the Sheriff's General Orders at the time the weapon was purchased and approved.
- I. The bargaining unit member must have a valid driver's license at the time of the bid.
- J. The bargaining unit member shall successfully complete a background check, including criminal background check and a driver's license abstract, at the time of the bid.
- K. The bargaining unit member must successfully pass a Physical Ability Test, the requirements of which are attached hereto.
- L. The bargaining unit member shall submit to an oral interview consisting of operational and personal attribute questions, as follows:
  - Operational: questions derived from the Sheriff's Orders, General Orders and other written policies and procedures.
  - Must pass the operational portion of the oral interview with a minimum combined score of 70%.

- Personal attributes: questions to evaluate whether an applicant has the necessary disposition for the position of Women's Justice Sheriff's Female Furlough Program Correctional Officer.
- Must pass the personal attributes portion of the oral interview with a minimum combined of 70%.

The bargaining unit member must successfully submit an NPCC Form according to the application instructions.

#### VI. Court Services Bid and Transfer:

Subject to the state laws governing the Cook County Sheriff's Merit Board and the staffing provisions of the Agreed Order in the federal case *US v. Cook County and the Cook County Sheriff's Office* (10-cv-2946), all Deputy Sheriff vacancies in the Court Services Department will first be filled by sworn employees from the Cook County Department of Corrections who meet all transfer requirements. If not enough sworn staff from the Cook County Department of Corrections meet the transfer requirements to fill all posted deputy sheriff vacancies for a particular transfer process, the Sheriff may hire or transfer applicants from elsewhere to fill those vacancies. Beginning with the next Correctional Officer to Deputy Sheriff bid transfer process, the officers by seniority, most to least, who meet the following qualifications will be selected to transfer:

1. Must be on active and paid-duty status;
2. Must not be de-deputized or on duty-injury, disability, or a leave of absence; and
3. Must not have any of the following:
  - i. Written disciplinary action for unauthorized absences or attendance violations within the last twelve (12) months, including violations of the Affirmative Attendance policy. If an employee wishing to transfer has a valid, pending grievance over an unauthorized absence or attendance violation that is the sole reason an employee is disqualified from the transfer process, the union may bring the grievance to an expedited 4th step hearing process and the Employer will hear it prior to making a decision about the employee's eligibility for the transfer. In the event the 4<sup>th</sup> Step hearing officer denies the grievance, the Union has the right to bring the grievance to expedited arbitration. If the Union elects to advance the grievance to arbitration, it must notify the Employer in writing within 72 hours of the 4<sup>th</sup> Step hearing. If

the grievance is formally advanced to arbitration, the Employer will not take the employee off the eligibility list until a final decision is made by the arbitrator;

- ii. Seven (7) or more instances of tardiness within the last eighteen (18) months; or
- iii. Five (5) or more days of Department or Office of Professional Review discipline sustained within the previous twelve (12) months. In the case of a pending grievance or an open Office of Professional Review investigation in which the employee may receive a suspension of five (5) days or more when concluded, or a suspension that would bring the member's number of suspension days to five (5) or more within the previous twelve (12) months, the member may be permitted to continue the transfer process under the following circumstances: If the discipline ultimately imposed by the Department or the Office of Professional Review equals five (5) or more days, or would bring the member's number of suspension days to five (5) or more within the previous twelve (12) months, the Sheriff's Office may terminate the transfer process for the employee or, in the event of a completed transfer, return the employee to their former position.

4. The bargaining unit member must be authorized to carry a firearm by the Cook County Sheriff's Office; possess a valid Firearm Ownership Identification Card; and, while on duty, carry a firearm that meets the Sheriff's General Orders.
5. The bargaining unit member will be subject a one-year probationary period. The Employer will only be able to transfer the employee back to CCDOC during this probationary period for just cause. The Union will have the right to arbitrate whether the employee was transferred back for just cause.
6. The bargaining unit member must have a valid driver's license at the time of the bid.
7. The bargaining unit member shall successfully complete a background check, including criminal background check and a driver's license abstract.

Quarterly Bids:

When a vacancy occurs in between Departmental bids, the vacancy will be filled by the following method:

1. All vacancies will be identified by shift and detail. The vacancy will be posted in the department.
2. The vacancy will be posted in the department. The vacancies shall be posted on bulletin boards in areas accessible to all staff members in the department for a minimum of ten (10) days.
3. Only staff assigned in the department will be allowed to bid on the vacancy.
4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the appropriate Executive Director's Office within the ten (10) day posting period.
5. All vacancies in each department will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.
6. The successful bidder must remain on the chosen assignment for the duration of this agreement or until the next Departmental/Divisional wide bid whichever occurs first.
7. If a vacancy receives no successful bidders in the department, the vacancy must remain unfilled or the Executive Director may solicit applications from other Divisions.
8. If applications are solicited from other Divisions and there are no successful bidders, the appropriate Executive Director may fill the vacancy with a probationary employee until the next Departmental-wide bid.
9. If bids are solicited from other Divisions and successful bidder is chosen, the staff member shall remain in that assignment for the duration of this agreement or until the next Departmental wide or Divisional bid, whichever occurs first.
10. The Employer shall review all vacancies and positions occupied by probationary employees each March, June, September and December. These positions shall be filled according to sections one (1) through nine (9) above or by a Departmental-wide bid.

Section 14.4 Exceptions to the Requirements of Job Posting, Bidding and Transfers:

I. DOC:

- A. Probationary Employees: Notwithstanding any other provision of this Article XIV, the Employer has the exclusive right on his sole

discretion, to fill a recognized vacancy with any probationary employee until the next Divisional Department bid.

- B. **Reassignment Under Investigation:** The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- C. During the term of this agreement the Employer and the Union shall have the right in their sole discretion and for any reason, to fill recognized vacancies by transferring to such vacancy up to, and including, seventy-five (75) employees for the Employer and fifty-five (55) employees for the Union, provided, that no employee shall be so transferred or reassigned under this section involuntarily. The Parties will notify each other in writing, within five (5) working days of such transfers. Said transfer orders shall be dated, and in writing and shall clearly, on its face, designate the employee being transferred and the position to which said employee is being transferred. The Parties further agree that if such transferred employee is returned to his/her original position during the term of this agreement then that Party shall be able to re-use that transfer right. The Union may ask for, and shall receive a list of available spots/positions in order to accommodate said moves.

## II. Boot Camp:

**Reassignment Under Investigation** - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.

## III. D.C.S.I.:

- A. **Reassignment Under Investigation** - The Employer may, at its discretion, reassign any employee while investigation of possible wrongful behavior is completed. Such assignment shall not be precedent setting.
- B. The D.C.S.I. may, at its discretion, fill 25% of all vacancies in the Electronic Monitoring Unit and bargaining unit positions in the Records Unit with Correctional Officers and Court Service Deputies without regard to seniority.

### Section 14.5 Notification:

- A. The Employer shall notify the Union in writing of all of the recognized vacancies or transfers for each year of this Agreement by January 1 of the following year. The Employer will identify to the Union, in writing, the name of each employee, the division/unit

occupied by said employee, whether such assignment is in a special unit or not.

- B. The Employer shall keep a record of all posting for 90 days in the Personnel Office, which shall be available for inspection by the Chief Union Representative and/or a Union official once every three (3) months at a date and time mutually agreeable to by the Employer and the Union.
- C. The Employer shall inform the Chief Union Representative and/or a Union official at the quarterly meeting above, of the number of quarterly divisional seniority bids accomplished.

Section 14.6 Bid Exchange:

Officers in the Department of Corrections (DOC) that are not assigned to a specialty unit or non-DOC Department shall be allowed a one-time switch of assignments with an officer that is not assigned to a specialty unit or non-DOC Department. Similarly, officers in specialty units may have a one-time switch with officers in the same specialty unit, and officers in units in non-DOC Departments may have a one-time switch with officers in that same unit in non-DOC Departments. The Union will post positions offered for switch (including assignment and day off group) on Union bulletin boards and any officer who wishes to switch his or her current assignment for the posted assignment shall fill out the appropriate form at the Union office. The Union will conduct a review to determine if the employees are eligible. Officers may only switch shifts once a bidding cycle, and the switch will remain in effect until the next bidding cycle. If there is more than one officer who wishes to accept a shift-exchange with another officer, the officer with the most seniority will be chosen. The shift exchange will occur within five (5) workdays of the final selection. Should one of the individuals involved in the bid exchange develop attendance and/or disciplinary problems within sixty (60) days, that person may be returned to their previous shift and the next individual, by seniority, who indicated their desire to exchange bids would then be selected.

Section 14.7 Duty Injury and Disability bids:

Officers who return from a duty injuries shall be assigned to a shift in detail that they would have been awarded during the previous compound bid, and shall be allowed to choose their division or unit if there is a vacancy.

**ARTICLE XV**

**Disciplinary Action Policy and Procedure**

Section 15.1 General Statement:

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

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Representation and rights consistent with the Illinois Uniform Peace Officers Disciplinary Act "Illinois Police Officer's Bill of Rights", as amended from time to time in the Illinois Compiled Statutes. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

All investigations conducted by the Office of Professional Review ("OPR") shall be conducted and completed within a reasonable time period based upon the complexity of the investigation, and the workload of the Office of Professional Review investigators.

An open investigation into an officer will not preclude that officer from volunteering for overtime or participating in compound-wide and divisional bids. Any OPR investigation resulting in the de-deputizing of an officer may be moved to expedited arbitration within thirty (30) days of said action. The only issue presented at the arbitration will be whether the de-deputization was just. If the employer cannot proceed and barring the filing of criminal charges, the officer shall be re-deputized. A group of arbitrators shall be selected who agree to the conditions and procedures put into place and who agree to render their decision within thirty (30) days.

Section 15.2 Purpose:

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

Section 15.3 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 Sheriffs Office as specified in rules governing employee conduct or other behavior deemed unacceptable.
- B. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior and is based upon the Commission of the same or similar infraction, except for major cause infractions as defined elsewhere.
- C. In general, discipline will include the following steps:
  1. Written reprimand(s)
  2. Suspension(s)
  3. Discharge

D. 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 section of this contract or any prior agreement between the Employer and the bargaining unit's representatives, an employee will be sent to the Merit board for termination if he/she has ten (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 of time to cover the absence; being absent-no-call ("ANC"); 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) property 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 and fall under the purview of 15.6, the Employer shall use progressive discipline, which could include termination.

In rare circumstances, a period of compassionate leave-pursuant to the terms of Section 15.8 may in good faith be granted to an employee whose approved FMLA leave has expired and show 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 at zero unauthorized absences for the rolling 365-day calendar on February 21, 2012.

E. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an Employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the

discipline shall be made only by mutual agreement in settlement of the dispute.

- F. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee (example: never on roll call or in the presence of an inmate or visitor).
- G. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:
  - 1. Documentation of Employee's past conduct.
  - 2. Whether or not the Employee was adequately warned and counseled of the consequences of his/her conduct.
  - 3. Length of service.
  - 4. Seriousness and circumstances of the infraction.
  - 5. County or Sheriffs Office practice in similar cases.
  - 6. Motives and reasons for violating a rule.

- H. Generally, employees shall be permitted to exercise options to satisfy disciplinary suspension.

Section 15.4 Appeals Procedures:

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

Section 15.5 Disciplinary Action Form:

- A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Union shall contain at least the following:
  - 1. Name of employee being disciplined.
  - 2. Date of report.

3. Date and time of infraction.
4. The infraction committed, with a description.
5. Supervisor signature space.

B. The disciplinary action form is given to an Employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the Employee. If the Employee refuses to sign the form, the refusal will be noted in the space designated for the Employee's signature by both the supervisor and the Union Representative.

C. Copies of the disciplinary action form are distributed as follows:

1. The Employee
2. Division/Unit Union Representative
3. Assistant Director
4. Superintendent and/or unit supervisor
5. Internal Investigations

Section 15.6 Suspension for Thirty (30) Calendar Days or Less:

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

- A. Suspensions for thirty (30) calendar days or less is documented on a disciplinary action form and given to an Employee in a conference, after approval of the Sheriff/Designee.
- B. A disciplinary action form is completed and distributed as specified previously.
- C. A disciplinary action form documenting a suspension of three (3) days or less will be disregarded and removed from the Employee's personnel file after twelve (12) months from the occurrence provided that the Employee has received no other suspensions during this twelve (12) month period. If there was another suspension of three (3) days or less during this time period, then the disciplinary action forms will be so removed eighteen (18) months after the Employee's last suspension.
- D. A disciplinary action form documenting a suspension of more than three (3) days for a single infraction, but less than thirty-one (31) days shall not be considered against the employee for purposes of promotion after two (2) years from the occurrence, provided that the Employee has not received any other suspensions involving more than three (3) days for a single infraction during this two (2) year period.

Section 15.7 Representation:

The parties agree that all bargaining unit employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

Section 15.8 Compassionate Leave:

If an employee with an attendance problem is unable to return to work due to the serious medical condition of himself or herself or an immediate family member and has exhausted all available leave options, e.g. FMLA and disability leave, the Employer may grant a compassionate leave. The length of the leave will be determined by the Employer based on the medical prognosis of the employee's physician and the expected return to duty date provided by the employee's physician. The Employer reserves the right to get a second opinion regarding the prognosis and expected return to duty date. Compassionate leave shall never exceed one year and shall never be given again to the same employee or renewed. Any employee granted a compassionate leave shall sign an agreement prior to going on leave that he/she will resign if unable to return to work after the leave expires or if the employee incurs three or more unauthorized absences during the year following the compassionate leave.

**ARTICLE XVI**

**Summary Punishment**

Section 16.1 Purpose:

- A. Defines the scope of Summary Punishment procedures.
- B. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.
- C. Sets forth procedures to be followed by supervisory personnel in imposing Summary Punishment.

Section 16.2 Definition:

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

Section 16.3 Summary Punishment Limitations:

- A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment. Care will be taken that critical assignments are not left unstaffed as a result of the imposition of Summary Punishment.
- B. The Summary Punishment that may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:

FIRST OFFENSE:	A written reprimand.
SECOND OFFENSE:	Suspending an affected member for one (1) day without pay.
THIRD OFFENSE:	Suspending an affected member three (3) days without pay.

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

- C. An officer will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said officer as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.
- D. Action recommended under Summary Punishment shall not bar a recommendation for a more severe penalty, when additional facts give rise to a potentially more serious offense.
- E. Summary Punishment shall not be used to process a citizen complaint. All citizen complaints shall be forwarded to the Internal Investigation Division.

Section 16.4 Procedures:

- A. When Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within twenty (20) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following three (3) options:
  1. Acceptance of the recommended Summary Punishment that shall constitute a waiver of the grievance and hearing procedure.

2. Refuse to accept the Summary Punishment and request a Hearing that shall constitute a waiver of the grievance procedure.

3. Refuse to accept the Summary Punishment and implement the Grievance procedure.

B. Acceptance of Summary Punishment:

1. Upon acceptance of the Summary Punishment by the affected member, the initiating supervisor shall sign the Summary Punishment Action Request form in the indicated signature block along with the affected member and forward the form with any other pertinent documentation to the Shift Commander. The Shift Commander shall review the form for completeness and accuracy and sign in the appropriate signature block indicating approval or disapproval. The Shift Commander then shall forward the form to the appropriate Superintendent/Unit Supervisor, who shall review the form with any other attached pertinent information and sign in the appropriate signature block indicating approval or disapproval. The Superintendent/Unit Supervisor shall then forward the form to the Executive Director/Designee for final approval.

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

C. Refusal - Request for Hearing:

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

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

D. Refusal - Grievance:

Upon refusal of the acceptance of Summary Punishment by the affected member by signing in the appropriate space for grievance, the affected member shall have 15 calendar days to submit a Union grievance form to

Step 1 of the grievance procedure. Failure to submit a Union grievance form within the time limits shall constitute a waiver of the grievance procedure and acceptance of the Summary Punishment.

E. Miscellaneous:

1. Nothing contained in this Article shall preclude obtaining an internal investigation number and investigation, when additional facts give rise to a potentially more serious charge.
2. A copy of the Summary Punishment Action Request form shall be forwarded to the personnel/payroll supervisor and indicate all pertinent information for payroll/timekeeping purposes.

F. De-Deputization:

1. "De-Deputization" is a process wherein the Officer is required to relinquish his/her deputy card and/or credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-Deputization except for just cause.
2. All officers who have been De-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.

G. Summary Punishment Action Request Form (SPAR):

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employee's personnel file after twelve (12) months from the occurrence, provided that the employee has received no other written reprimand or suspension during this twelve month time period. If there is another written reprimand or suspension of three (3) days or less during this time period, then the (SPAR) will be removed twelve (18) months after the employee's last written reprimand or suspension.

**ARTICLE XVII**

**Evaluations**

Section 17.1 Written Evaluations:

The Employer shall prepare and evaluate all non-probationary officers on an annual basis. Said evaluation shall be typed or written in ink before being presented to the affected officer for signature and the officer shall be provided a copy of said evaluation at the time of signing.

Section 17.2 Authority:

- A. The CCDOC Performance Appraisal Form currently in use for Correctional Officers is hereby established as the only method by which the Department will evaluate individual performances.
- B. The Performance Appraisal Form will be prepared for the rating periods of July 1 through June 30.
- C. Data from the Performance Appraisal Form will be used for:
  - 1. Counseling employees as to their job performance, strengths and weaknesses.
  - 2. Determining training needs.
  - 3. Promotional considerations.
  - 4. Providing current employee statistics and personal data.

Section 17.3 Responsibilities of the Department:

- A. One month prior to the end of the rating period, May 31, the Department will forward the correct number of Performance Appraisal Forms to appropriate divisions.
- B. The Department will ensure that all completed Performance Appraisal Forms are returned to them fifteen (15) days after the end of the rating period.
- C. The Department will review each Performance Appraisal Form for completeness, compile a list of numerical scores and forward them to the Director and the Cook County Sheriff's Merit Board.
- D. The completed Performance Appraisal Form will be filed in the appropriate personnel folder.

Section 17.4 Responsibilities of Superintendents/Unit Supervisors:

- A. Superintendents/Unit Supervisors are responsible for the administration of the Performance Appraisal Form within Divisions and Sections under their control.
- B. The Superintendents/Unit Supervisors upon receipt of the Performance Appraisal Form will distribute to supervisors who will rate only those personnel under their immediate control.
- C. Superintendents/Unit Supervisors will review and sign each Performance Appraisal Form to ensure that the system is administered fairly throughout their Division.

D. The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the Performance Appraisal Form explaining the reason for the adjustment and notify the ratee.

Section 17.5 Responsibilities of the Rater:

- A. The rater will check the approved furlough list and schedule his ratings so the appropriate ratee will be available for counseling and signature.
- B. In cases where the officer being rated has been under the supervision of the rater for less than sixty (60) days, the rater will forward the Performance Appraisal Form to the previous supervisor.
- C. The rater is responsible for the proper execution of the Performance Appraisal Form and will sign his name in the designated space.
- D. The rater is required to inform the ratee of the final results of the evaluation. The rater should point out strengths as well as areas where improvement is needed.
- E. The interview between the rater and ratee should be viewed as a two-way training session whereby both parties are permitted to express themselves and explain reasons for past performance.

Section 17.6 Responsibilities of the Ratee:

- A. The ratee will review the Performance Appraisal Form in the presence of the rater and at that time question any items not understood.
- B. The ratee is required to sign the Performance Appraisal Form. This signature is not an indication of agreement with the rater's evaluation but merely indicates that the ratee has seen and reviewed the Performance Appraisal Form.
- C. If the ratee does not agree with the evaluation he has the right to note this fact in the comment section of the Performance Appraisal form.

Section 17.7 Appeal Procedure:

- A. The employees Performance Appraisal Form will influence many vital personnel decisions; therefore, the right of an immediate Appeal, to the Superintendent/Unit Supervisor of the rater is hereby established.
- B. The Appeal Process will consist of an informal counseling session between the ratee, his rater, and the Superintendent/Unit Supervisor.

Section 17.8 Performance Appraisal Form Adjustment:

The Superintendent/Unit Supervisor has the right to adjust any of the ratings regardless of an appeal by ratee, but must attach a To/From Memorandum to the

Performance Appraisal Form explaining the reason for the adjustment and notify the rate.

## ARTICLE XVIII

### Duration

#### Section 18.1 Term:

Five (5) year collective bargaining agreement beginning December 1, 2012 through November 30, 2017.

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.

#### Section 18.2 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:

#### Cook County Board President

Board of Commissioners of Cook County

118 North Clark Street - Room 537

Chicago, IL 60602

#### Cook County Sheriff

Daley Center - Room 704 Chicago, IL 60602

#### Chief, Bureau of Human Resources, Cook County

118 North Clark Street - Room 840

Chicago, IL 60602

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

#### Becky Strzechowski, President

Teamsters Local 700

1300 West Higgins, #301

Park Ridge, IL 60068

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 07 2015

ATTESTATION

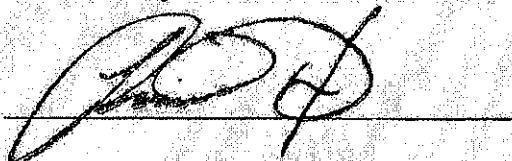
COM

Agreed and entered into this 7th day of October, 2015.

County of Cook:

Toni Preckwinkle

Toni Preckwinkle, President,  
Cook County Board of Commissioners



Sheriff of Cook County:

Thomas J. Dart, Sheriff



ATTEST:

David J. Orr, Cook County Clerk

UNION:

Teamsters Local Union No. 700

Becky Strzechowski

Becky Strzechowski, President

Michael G. Melone

Michael G. Melone, Secretary-Treasurer

# APPENDIX A

EFFECTIVE JUNE 1, 2013

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

<u>GD</u>	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC	
						6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP	
CO1	Hourly	23.660	24.753	25.993	27.272	28.550	29.692	30.876	32.107	33.385	34.721
	Bi-Weekly	1,892.80	1,980.24	2,079.44	2,181.76	2,284.00	2,375.36	2,470.08	2,568.56	2,670.80	2,777.68
	Annual	49,213	51,486	54,065	56,726	59,384	61,759	64,222	66,783	69,441	72,220

EFFECTIVE JUNE 1, 2014

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

GD		AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC		AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC		AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC	
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP			
CO1	Hourly	24.015	25.124	26.383	27.681	28.978	30.137	31.339	32.589	33.886	35.242			
	Bi-Weekly	1,921.20	2,009.92	2,110.64	2,214.48	2,318.24	2,410.96	2,507.12	2,607.12	2,710.88	2,819.36			
	Annual	49,951	52,258	54,877	57,576	60,274	62,685	65,185	67,785	70,483	73,303			

EFFECTIVE JUNE 1, 2016

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

<u>GD</u>	Hourly	1ST	2ND	3RD	4TH	5TH	6TH	7TH	8TH	9TH	10TH
		STEP									
CO1	Hourly	24.495	25.628	26.911	28.235	29.558	30.740	31.966	33.241	34.584	35.947
	Bi-Weekly	1,959.60	2,050.08	2,152.88	2,268.80	2,364.64	2,459.20	2,557.28	2,659.28	2,765.12	2,875.76
	Annual	50,950	53,302	55,975	58,729	61,481	63,939	66,489	69,141	71,893	74,770

EFFECTIVE DECEMBER 1, 2016

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

<u>GD</u>	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP	AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC
CO1	Hourly	24.985	26.139	27.449	28.800	30.149	31.355	32.605	33.906	35.255	36.666				
	Bi-Weekly	1,998.80	2,091.12	2,195.92	2,304.00	2,411.92	2,508.40	2,608.40	2,712.48	2,820.40	2,933.28				
	Annual	51,969	54,369	57,094	59,904	62,710	65,218	67,818	70,524	73,330	76,265				

EFFECTIVE DECEMBER 1, 2016

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

<u>GD</u>	Hourly	1ST	2ND	3RD	4TH	5TH	AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC	
		STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP
CO1	Hourly	25.547	26.727	28.067	29.448	30.827	32.060	33.339	34.669	36.048	37.491	
	Bi-Weekly	2,043.76	2,138.16	2,245.36	2,355.84	2,466.16	2,584.80	2,687.12	2,773.52	2,883.84	2,999.28	
	Annual	53,138	55,592	58,379	61,252	64,120	66,685	69,345	72,112	74,980	77,981	

EFFECTIVE JUNE 1, 2017

**SCHEDULE III**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - COUNTY CORRECTIONAL OFFICERS**

<u>GD</u>	Hourly	1 <sup>ST</sup>	2 <sup>ND</sup>	3 <sup>RD</sup>	4 <sup>TH</sup>	5 <sup>TH</sup>	AFTER 1 YR AT MAXIMUM RATE & YRS SERVC	AFTER 1 YR AT 1 <sup>ST</sup> LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2 <sup>ND</sup> LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3 <sup>RD</sup> LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4 <sup>TH</sup> LONGEVITY RATE & 25 YRS SERVC
		STEP	STEP	STEP	STEP	STEP	6 <sup>TH</sup> STEP	7 <sup>TH</sup> STEP	8 <sup>TH</sup> STEP	9 <sup>TH</sup> STEP	10 <sup>TH</sup> STEP
CO1	Hourly	26.058	27.262	28.628	30.037	31.444	32.701	34.006	35.362	36.769	38.241
	Bi-Weekly	2,084.64	2,180.96	2,290.24	2,402.96	2,515.52	2,616.08	2,720.48	2,828.96	2,941.52	3,059.28
	Annual	54,201	56,705	59,546	62,477	65,404	68,018	70,732	73,553	76,480	79,541

EFFECTIVE JUNE 1, 2013

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

SD							AFTER 1 YR AT MAXIMUM RATE & 6 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP
CS2	Hourly	24.346	25.501	26.709	27.993	29.344	30.697	31.924	33.195	34.514	35.893
	Bi-Weekly	1,947.68	2,040.08	2,136.72	2,239.44	2,347.52	2,455.76	2,563.92	2,665.60	2,761.12	2,871.44
	Annual	50,840	53,042	55,555	58,225	61,036	63,850	66,402	69,046	71,789	74,657

EFFECTIVE JUNE 1, 2014

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

GD							AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP
CS2	Hourly	24.711	25.684	27.110	28.413	29.784	31.157	32.403	33.693	35.032	36.431
	Bi-Weekly	1,976.88	2,070.72	2,168.80	2,273.04	2,382.72	2,492.56	2,592.24	2,695.44	2,802.56	2,914.48
	Annual	51,399	53,839	56,389	59,099	61,951	64,807	67,398	70,081	72,867	75,776

EFFECTIVE JUNE 1, 2015

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

90							AFTER 1 YR AT MAXIMUM RATE & 5 YRS SERVC	AFTER 1 YR AT 18T LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 26 YRS SERVC
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP
CS2	Hourly	25.205	26.402	27.652	28.981	30.380	31.780	33.051	34.367	35.733	37.160
	Bi-Weekly	2,016.40	2,112.16	2,212.16	2,318.48	2,430.40	2,542.40	2,644.08	2,749.36	2,858.64	2,972.80
	Annual	52,426	54,916	57,516	60,280	63,190	66,102	68,746	71,483	74,325	77,293

EFFECTIVE DECEMBER 1, 2015

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

SD		AFTER 1 YR AT MAXIMUM RATE & YRS SERVC						AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC						AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC						AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC					
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP	11TH STEP	12TH STEP	13TH STEP	14TH STEP	15TH STEP	16TH STEP	17TH STEP	18TH STEP	19TH STEP	20TH STEP				
CS2	Hourly	25.709	26.930	28.205	29.561	30.988	32.416	33.712	35.054	36.448	37.903														
	Bi-Weekly	2,056.72	2,154.40	2,256.40	2,364.88	2,479.04	2,593.28	2,696.96	2,804.32	2,915.84	3,032.24														
	Annual	53,475	56,014	58,666	61,487	64,455	67,425	70,121	72,912	75,812	78,838														

EFFECTIVE DECEMBER 1, 2016

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

<b>SD</b>							<b>AFTER 1 YR AT MAXIMUM RATE &amp; 5 YRS SERVC</b>	<b>AFTER 1 YR AT 1ST LONGEVITY RATE &amp; 10 YRS SERVC</b>	<b>AFTER 1 YR AT 2ND LONGEVITY RATE &amp; 15 YRS SERVC</b>	<b>AFTER 1 YR AT 3RD LONGEVITY RATE &amp; 20 YRS SERVC</b>	<b>AFTER 1 YR AT 4TH LONGEVITY RATE &amp; 25 YRS SERVC</b>
		<b>1ST STEP</b>	<b>2ND STEP</b>	<b>3RD STEP</b>	<b>4TH STEP</b>	<b>5TH STEP</b>	<b>6TH STEP</b>	<b>7TH STEP</b>	<b>8TH STEP</b>	<b>9TH STEP</b>	<b>10TH STEP</b>
CS2	Hourly	26.287	27.536	28.840	30.226	31.685	33.145	34.471	35.843	37.268	38.756
	Bi-Weekly	2,102.96	2,202.88	2,307.20	2,418.08	2,534.80	2,651.60	2,757.68	2,867.44	2,981.44	3,100.48
	Annual	54,677	57,275	59,987	62,870	65,905	68,942	71,700	74,553	77,517	80,612

EFFECTIVE JUNE 1, 2017

**SCHEDULE XXX**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - SHERIFF'S INVESTIGATOR II (INTENSIVE SUPERVISION)**

SD							AFTER 1 YR AT MAXIMUM RATE & 6 YRS SERVC	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	AFTER 1 YR AT 4TH LONGEVITY RATE & 25 YRS SERVC
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	10TH STEP
CS2	Hourly	26.813	28.087	29.417	30.831	32.319	33.808	35.160	36.560	38.013	39.531
	Bi-Weekly	2,145.04	2,246.96	2,353.36	2,466.48	2,585.52	2,704.64	2,812.80	2,924.80	3,041.04	3,162.48
	Annual	55,771	58,421	61,187	64,128	67,224	70,321	73,133	76,045	79,067	82,224

## APPENDIX B

### APPLICATION AND NOTICE

#### For Membership in Local Union No. 700

#### Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union 700, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

### CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, \_\_\_\_\_, hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union 700, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

**Cook County Benefit Overview**

HMO(s)	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Classic Blue Option	In Effect	Eliminated
<i>Out of Pocket Maximum</i>	Drug Copays do not accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$10 copay	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$10 copay	\$15 copay
<i>Specialists</i>	\$10 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$10 copay	\$15 copay
<i>Emergency Room</i>	\$40 copay	\$75 copay

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$125 / \$250 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,500/\$3,000 (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>	90% coinsurance after \$25 copay / 60% Out of network	\$0 copay (100% Covered)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

<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 \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% In network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$40 copay	\$75 copay

July 10, 2015

Page 2

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

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

Drug	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Prescription Drugs – Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs
Vision	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$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	\$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	\$0 copay up to \$100 Once per 12 months

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

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

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

Dental - HMO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>	None	None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	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%	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%	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	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19
Dental - PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services</i> <i>X-Rays</i> <i>Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services</i> <i>Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	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)	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)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	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)	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)	50% up to a lifetime max of \$1,250 (In and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**  
**PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE**  
**DECEMBER 1, 2015 AND DECEMBER 1, 2016**

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

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

<b>Blue Advantage HMO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	0.50%	1.00%	1.50%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	1.75%	2.25%

<b>PPO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	1.50%	2.00%	2.50%
Employee + Spouse	2.00%	2.50%	3.00%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	2.75%	3.25%

<b>Dental</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

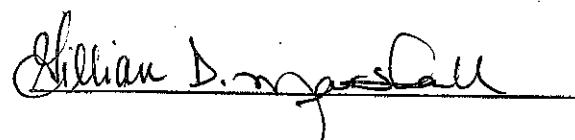
<b>Vision</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Vision Plan	\$0	\$0	\$0

## APPENDIX D

### MEMORANDUM OF UNDERSTANDING RE: PARKING

The County will provide parking at no charge to the bargaining unit member at the JTDC for the Teamsters represented External Operations staff who are on duty and working a 6 a.m. to 2 p.m. or 2 p.m. to 10 p.m. shift. Members of the Teamsters represented External Operations staff who park at the JTDC can access the shuttle. The County will provide parking at no charge to the bargaining unit member at Stroger Hospital for the Teamsters represented External Operations staff who are on duty and working a 10 p.m. to 6 a.m. shift. The County will offer dedicated spaces for Teamsters represented staff when it builds the new parking at Stroger (approximately 40 slots per shift); however, the new parking structure at Stroger is not likely to be delivered before 11/30/2017. Cook County agrees to bargain any proposed change in parking privileges at County owned parking facilities as required by the Illinois Public Labor Relations Act.

The Union agrees to withdraw all pending grievances and unfair labor practice charges relating to parking, including but not limited to ILRB Charge No. L-CA-013. Further the Union waives the right to file any grievances or unfair labor practice charges relating to parking issues that arose prior to the date of this Agreement. In exchange for the withdrawal of ILRB Charge No. L-CA-013, the joint employer will provide a settlement amount of \$20,000.00 to be distributed among affected officers who paid out-of-pocket for parking.



Authorized Agent, County of Cook

Date : 9-8-15

Name: Gillian D. Marshall

Title: Director of Labor Relations



Becky Strzechowski,

Date : 9-1-15

President, Local 700

**APPENDIX E**  
**MEMORANDUM OF UNDERSTANDING RE: ME-TOO**

For the period from the date of the execution of this tentative agreement/memorandum of understanding, through November 30, 2017 only, if Cook County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the Parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit. For the Cook County Department of Corrections, all benefits negotiated by any other union, including an interest arbitration award, representing sworn officers in the Cook County Sheriff's Office shall be applied to Teamsters Local 700 bargaining unit members in the Cook County Sheriff's Office units it represents.

Gillian D. Marshall

Authorized Agent, County of Cook

Date: 9-8-15

Name: Gillian D. Marshall

Title: Director of Labor Relations

Becky Strzechowski

Becky Strzechowski,

Date: 9/1/15

President, Local 700