COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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EFFECTIVE

December 1, 2012 through November 30, 2017

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

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

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

ARTICLE I
RECOGNITION

Section 1.1 Representative Unit:
The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of the agreement.

Section 1.2 Union Membership:
The Employer does not object to Union membership by its employees. For the purpose of this Section, an employee shall be considered a member of the Union if he/she timely tenders the dues required as a condition of membership. The Union, as exclusive bargaining agent, will be given an opportunity to meet the new sergeants to present the benefits of Union membership at which time the Union may give such employees a copy of this Agreement.

Section 1.3 Dues Check-off:

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

   1. Union membership dues, initiation fee required as a condition of membership, or a representation fee;

   2. Union sponsored dental plan; and/or

   3. P.E.O.P.L.E. Deduction.

   The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union.

B. Remittance: The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

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

Section 1.4 Fair Share:

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

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

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

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

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

6. It is understood that if the Union procedure for handling fair share objectors has been subjected to review by the Illinois Local Labor Relations Board and found valid under Federal and State law, that procedure shall be followed by objecting employees.

Section 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 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employees will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

Section 1.6 Indemnification:
The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II
EMPLOYER AUTHORITY

Section 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 the right to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

A. The Union recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.

B. The Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine work, productivity, reasonable performance and evaluation standards.

C. The Union recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.

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

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

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

G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is within 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 that call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities.

H. During the term of this Agreement the Employer shall have the exclusive right in his sole discretion and for any reason, to fill any recognized vacancy or transfer to such vacancy up to a maximum of fourteen (14) employees during the term of the contract. Such action by the Employer shall be termed an "Employer's Right".

I. The Employer will notify the Union within thirty (30) calendar days prior to such transfers. The exercise of the "Employer Right" transfers shall not be subject to the grievance procedure, except in cases where the Union alleges that the Employer has violated the definition of an Employer's Right move, the procedure in identifying an Employer's Right move, or has exceeded the maximum of fourteen (14) established herein. In such cases the Union may grieve the alleged violation(s) and the grievance adjudicated in arbitration on an expedited basis (i.e. in no less than thirty (30) calendar days from the date of the grievance).

Employer's Right Move: Within thirty (30) calendar days after the implementation of this Agreement, the Employer shall identify and provide notification to the Union of the specific positions, including shift, detail and the employee assigned, that the Employer seeks to assign employees to without posting those positions for bidding, up to the contractually established maximum of fourteen (14).

Should the Employer identify less than fourteen (14), those positions not identified will then be posted for bid within thirty (30) calendar days after Employer's decision.

In cases where an employee previously assigned to a vacancy as an administrative move is promoted, or leaves the department (i.e. resigns, discharge, etc.) the Employer shall regain by one (1) (Employer's Right move) the ability to fill a vacancy without a posting/bidding requirement.

Whenever the Employer assigns an employee to fill a vacancy without providing for a posting/bidding opportunity as per Article V, the Employer's action shall then be automatically "charged" against the fourteen (14) maximum Employers' Right moves allowed under the Agreement.

Temporary assignments of sixty (60) calendar days or less shall not be charged against the fourteen (14) maximum Employer's Right moves provided said assignment does not exceed the sixty (60) calendar maximum. However, should an employee serving a temporary assignment be assigned more than twice within twelve (12) months, then the Employer will be charged with having executed an administrative move and the maximum of fourteen (14) reduced accordingly. The Employer will notify the Union within thirty (30) calendar days of to such transfers.

This does not apply to assignments from which an officer has taken a leave (i.e. Military/Medical, etc.) to which the employer may assign a Sgt. until the employer returns to his/her bided assignment.

Section 2.2 Employer Obligation:
The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

ARTICLE III
HOURS OF WORK AND OVERTIME

Section 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 compensation, and shall not be construed as a guarantee of hours of work per day or days per week or pay in place of thereof, or as a limitation upon the maximum hours per day or per week that may be required.

Section 3.2 Regular Work Period:

A. The work schedule for Correctional Sergeants working in the Department of Corrections shall consist of five (5) consecutive days of work and two (2) consecutive days off.

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

B. Generally, the work week for Correctional Sergeants working in the Department of Corrections will consist of the same eight (8) hour units within a seven (7) day period. The hours of work will generally be either one (1) 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.
4:00 p.m. - 12:00 a.m.

12:00 a.m. - 8:00 a.m.
8:00 a.m. - 4:00 p.m.

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

No Sergeant shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 p.m. to 12:00 a.m. another day) within a seven (7) day period. Before requiring a Sergeant to work overtime the Employer shall solicit volunteers from a list of those employees who wish to volunteer for such overtime assignments. If there are no volunteers, management shall require the least senior employee to work the overtime on a rotating basis. Mandatory overtime shall be assigned from within the same division/unit where the overtime is needed.

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 work day shall be interrupted by a one (1) hour paid lunch break. An employee who works through his or her lunch period shall have the following options:

a) Receive time and one-half (1 ½) his/her rate of pay for the one hour lunch period; (i.e. the employee who chooses this option is paid 8.5 hours)

b) Receive double time in compensatory time accrual at his/her rate of pay; (i.e. The employee who chooses this option is paid 8 hours and given one (1) hour compensatory time.)

c) By agreement with an individual employee, the Union and the Employer agree to retain the option of agreeing to release an employee one (1) hour prior to the expiration of the employee's work shift in lieu of the lunch time premium.

In addition and in order to settle the grievances/dispute regarding the provision of this benefit to other employees at the Cook County Department of Corrections, all members of AFSCME Local 3692 will be credited with twenty-two (22) hours of compensatory time within thirty (30) calendar days from the date of this agreement.

Within thirty (30) calendar days from the effective date of this agreement, the Sheriff will do an audit of the employees covered under the Agreement's Lunch Time Premium provision retroactive to its effective date, and employees will be credited for all lunch hours worked in excess of the twenty-two (22) hour "benchmark" established herein.

D. In general, the regular work day for a full-time employee shall consist of eight (8) consecutive hours of work, in addition to Roll Call at the beginning of the shift, within the

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

1. It is understood that the Sheriff reserves the right to adjust schedules in case of an emergency. Notice of these changes should be given to the Union as soon as possible and management shall discuss the need for such changes with the Union.

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

Section 3.3 Overtime Policy and Procedures:
Contingent upon the needs of the Department of Corrections, qualifying employees will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. The goal of this program is to deliver increased pay to those employees who perform their jobs without incident and report to work on a consistent basis. The overtime pay shall be paid on a bi-weekly basis within the same time period as worked.

Employees will be eligible to participate in this program and earn money if they meet the following two (2) requirements:

1. Must have had no discipline resulting in suspension in excess of three (3) days, or any discipline for absenteeism or tardiness within the previous three (3) months, beginning with the date of the signing of this Agreement.

2. Except for serious, documented illness, must not have taken more than four (4) dock days within the previous six (6) month period.

Section 3.4 Overtime Pay:
Employees who are required to work overtime will be compensated in cash, or compensatory time at the rate of time and one-half (1½) for all compensated hours worked (except sick leave) in excess of eighty (80) hours in a bi-weekly pay period.

Section 3.5 Overtime Work:
Overtime shall be assigned to the employees within the Division and detail who are immediately available when the need for overtime occurs.

The Employer and the Union agree that overtime will be distributed equitably among Correctional Sergeants

The Employer will maintain an Overtime log in each Division/Unit by seniority, which will have the name, seniority date, shift, and detail of the Sergeant whom volunteers for overtime. The Employer will maintain said log for a period of (1) month beginning with the first day of each calendar month, which will be provided to the Union office upon a written request.

Whenever a Division/Unit falls below the established minimum staffing levels, additional staff will be added using the following procedures for implementation of voluntary overtime:

A. Correctional Sergeants already at work on duty in the Division/Units on a rotating basis at the beginning of each pay period of every Calendar Month based on seniority.
B. Correctional Sergeants already at work on duty whom volunteer from other Divisions/Units based on seniority.
C. Correctional Sergeants whom are assigned to that particular Division/Unit whom are on RDO based on seniority.
D. Correctional Sergeants whom are from outside Divisions/Units whom are on an RDO based on seniority.

To ensure fair and equitable distribution of overtime under this section, no Sergeant will work voluntary overtime more than once at the beginning of the month unless every on duty Sergeant assigned within that Division/Unit has been offered the opportunity to work voluntary overtime.

In the event no Correctional Sergeant volunteers for overtime, a call will be placed to External Operations for an All Call (Announcement VIA Radio transmission) for Volunteers.

In the event all Correctional Sergeants refuse voluntary overtime, the Correctional Sergeant with the least seniority will be assigned first and will continue by inverse seniority until all Correctional Sergeants in that particular Division/Unit have been assigned mandatory overtime. The mandatory overtime list will begin at the beginning of month.

The Employer and Union agree to work diligently together to ensure fair and equitable distribution of overtime. If it is discovered that a Correctional Sergeant was incorrectly bypassed in the process of overtime selection, the first remedy will be that the Correctional Sergeant who did not receive the overtime opportunity to which the Sergeant was entitled will immediately be placed at the top of the overtime log/list and given the first available overtime work opportunity.

If the Employer makes an additional error/oversight in bypassing the Correctional Sergeant entitled to an overtime opportunity, the parties shall convene an immediate labor management conference to address and correct the error.

ARTICLE IV
SENIORITY

Section 4.1 Probationary Period:
The probationary period for Correctional Sergeants shall be for one (1) year from the date of appointment/promotion, consistent with the rules and regulations of the Cook County Sheriffs Merit Board.

Section 4.2 Definition of Seniority:
County wide for purposes of the Article, seniority is defined as an employee's length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee.

Section 4.2a Definition of Seniority (continued).
Department seniority shall be defined as the seniority status of an employee in the classification of Sergeant.

Section 4.3 Reduction in Work Force, Layoff and Recall:
Should the Employer determine that it is necessary to decrease the number of employees, the employees to be laid off shall be removed in inverse order of seniority. The Union and the affected employees shall be provided with at least thirty (30) calendar days' notice prior to the effective date of the layoff.

The Employer, upon request, shall meet with and negotiate with the Union concerning the impact on employees resulting therefrom. Employees shall be recalled in order of seniority.

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

Section 4.4 Return to Represented Unit:
An employee who has been promoted or transferred shall be granted the seniority he/she would have had if the employee continued functioning in the classification of a Correctional Sergeant.

Section 4.5 Termination of Seniority:
An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

A. Resignation or retirement;

B. Discharge for just cause;

C Absence for three (3) consecutive work days without notification to the Employer during such period of the reason for the absence, unless the employee has a reasonable explanation for such failure to return to work;

D. Failure to report to work at the termination of leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report to work;

E. An employee's seniority shall be suspended when the employee is absent from work, because of layoff for any other reason for twenty-four (24) months for any employee with less than seven (7) years of service or for thirty-six (36) months for any employee with seven (7) or more years of service except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

F. Failure to report to work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Personnel Department of the Employer; or

G. Engaging in gainful employment while on an authorized leave of absence unless permission was granted in advance by the Employer in writing.

Section 4.6 Seniority List:
Thirty (30) days after of the signing of this Agreement, and on December 1st and June 1st of each year the Sheriff will furnish the Union a list showing the name, number, address, classification, and last promotion date of each employee in rank, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses in each department, division/unit, and work site. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The Employer will furnish a revised list every six (6) months. After furnishing, any corrections must be submitted within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein. At least quarterly, the County on behalf of all Local Unions covered by this Agreement, shall notify AFSCME Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. AFSCME Council 31 shall, upon request, receive such information on computer tapes, where available.

Section 4.7 Seniority While on approved Leaves of Absence:
Bargaining unit seniority that is applied for purposes of bidding for vacancies, layoffs, vacation selections, etc. shall not be diminished by approved leaves of absence (i.e. medical, military, maternity, etc.), and the Employer will revise the seniority accrual for any Sergeant whose seniority was previously adjusted due to a leave of absence.

ARTICLE V
JOB POSTING AND TRANSFERS

Section 5.1 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 employees in a facility/unit, except for details for not more than sixty (60) days. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. Further, there is no recognized vacancy created as a result of emergencies, or when an employee is suspended and removed for disciplinary reasons for up to thirty (30) days. When an employee is suspended and removed for disciplinary reasons for more than thirty (30) days, a recognized vacancy is created.

Section 5.la Vacancy (continued):
A list of any vacancies so defined shall be submitted, in writing, to the Union on a rotating thirty (30) day basis and shall include the sixty (60) day temporary assignments. A minimum maximum list for staffing of all areas is to be submitted, in writing, by the Employer to the Union on a six (6) month basis.

Section 5.2 Posting of Vacancies and Bidding:
On a quarterly basis the Sheriff shall post all recognized vacancies and shall conduct another recycle bid 14 days after the bid is completed. This does not prohibit additional vacancies from being posted as they become available (i.e. retirements, promotions, etc.)

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

A Sergeant who is on an approved duty injury leave shall be eligible to bid for a vacancy provided the Sergeant has an expected date of return that is within four (4) months from the date of the submission of the bid. A Sergeant who twice bids but fails to return from the approved duty injury leave in time to assume the duties of the position to which he/she bids shall lose further bidding rights for the duration of the approved duty injury leave.

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

A. All vacancies shall be posted for a minimum of fourteen (14) 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 fourteen (14) day posting period.

C. All vacancies will first be filled by the most senior employee who bids thereon, provided said employee had the ability to perform the job and said employee meets all qualification standards required by the unit.

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

E. The Employer may temporarily assign employees regardless of seniority, without being required to post said temporary assignment, provided that at the time of assignment it is anticipated that the assignment will not exceed sixty (60) calendar days. The temporarily assigned employee will be reassigned to the position from which he was transferred upon the completion of the temporary assignment. Temporary assignments will not be used to avoid job posting and bidding. The temporary assignment shall not exceed sixty (60) days without mutual agreement. Notice shall be given of temporary assignments including dates of start and finish.

F. It is recognized that the Employer shall fill a vacancy with the successful bidder within thirty (30) days after bids are closed. A successful bidder may not bid for another recognized vacancy for one (1) year.

Section 5.3 Notification:
The Employer shall inform the Chief Union Steward and/or a Union official at the quarterly meeting above, of the number of the recognized vacancies filled or transfers which the Employer exercised during the past ninety (90) days.

Section 5.4 Transfer of Stewards:
Employees acting as Union stewards shall not be transferred from their job classification, shift, division/unit, or department because of their activities on behalf of the Union. Any transfers of Union stewards from their job classification or department, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 5.5 Transfers:
Any employee desiring a transfer shall fill out the appropriate form. Transfers shall be granted only upon the agreement of the Union and management. The Employer will not arbitrarily transfer employees who do not desire to be moved from his/her current position.

Section 5.6 Exceptions to the Requirements of Job Posting, Bidding and Transfers: Probationary Employees: Notwithstanding any other provision of this Article V, the Employer has the exclusive right, on his sole discretion, to fill a recognized vacancy with any probationary employee without posting the vacancy. However, no later than sixty (60) days after said probationary employee fills a recognized vacancy, the Employer must post for bidding the position which the probationary employee is then assigned.

Section 5.7 Union Administrative Moves:
The Union shall have up to three (3) designated "free moves" annually to recognized Vacancies, subject to the approval by the Cook County Department of Corrections.

ARTICLE VI
RATES OF PAY

Section 6.1 Job Classification/Rates of Pay:
All employees covered by this Agreement shall receive the appropriate salary provided for their respective grade and length of service as set forth in Appendix A of this Agreement. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

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

Effective the first full pay period on or after June 1, 2013 the pay rates for all classifications shall be increased 1.00%

Effective the first full pay period on or after June 1, 2014 the pay rates for all classifications shall be increased 1.50%

Effective the first full pay period on or after June 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2016 the pay rates for all classifications shall be increased 2.25%

Effective the first full pay period on or after June 1, 2017 the pay rates for all classifications shall be increased 2.00%

Section 6.2 Court Time:
If an employee is required by the Department to appear in court during off duty hours, such court time will be considered hours worked for purposes of determining overtime compensation in accordance with Article III, Section 3.4 of this Agreement and the Fair Labor Standards Act.

ARTICLE VII
HOLIDAYS

Section 7.1 Designation of Holidays:

A. The following days are hereby declared holidays except in emergency and for necessary operations, for employees in the bargaining unit. It is understood that for those employees working on a five (5) on - two (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 1st
2. Martin Luther King Day - Third Monday in January
3. Lincoln's Birthday - February 12th
4. Presidents' Day - Third Monday in February
5. Pulaski Day First - Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4th
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11th
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25th

It is the intent of the Employer that all employees be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on Sunday, the following Monday shall be set as the holiday.

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

C. Employees who work on any one of the six (6) major holidays, i.e., New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one half (1½) for all hours worked, plus an additional day off with pay.

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

Section 7.2 Holiday 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. Holidays must be used within one (1) year from date earned.

Section 7.3 Floating Holiday:

(a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1st of each year, which must be used by the employee between December 1st and November 30th. The floating holiday may not be carried over into the next fiscal year by the employee except as provided in this Section. 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. Such request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1st and the Employer failed to grant one (1) of the three (3) days requested.

(b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate 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 this Agreement.

ARTICLE VIII
VACATIONS

Section 8.1 Vacation Leave:

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

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

B. Computation of vacation leave shall begin at the initial day of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 per pay period. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

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

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

E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period, of such service counted as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

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

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

H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. All vacation time shall be the same as if employment has continued without interruption by military service.

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

Section 8.2 Vacation Preference and Scheduling:
Insofar as practicable, vacations will be granted to meet the requests of employees. Where two (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority, by the date in current rank.

ARTICLE IX
WELFARE BENEFITS

Section 9.1 Hospitalization Insurance; Employee Contributions:

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

B. Children will be eligible for health insurance benefits in accordance with applicable state and federal law.

C. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with AFSCME Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health benefits insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases schedule to go into effect on June 1, 1994, and January 1, 1995, AFSCME Council 31 members shall receive the more favorable treatment as well.

The Employer will provide a mail order prescription Program as set forth in Appendix C.

D. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.

Section 9.2 Sick Leave:

A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

B. Sick leave maybe accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and usage shall be maintained by each office, department, or institution. Severance of employment shall terminate all rights for the compensation hereunder. The amount of leave accumulated at the time when a sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

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

D. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

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

Section 9.3 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 and ordinary disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30)

consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credit unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability.

Section 9.4 Life Insurance:
All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars ($1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 9.5 Pension Plan:
Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 108-1/2 of the Illinois Revised Statutes.

Section 9.6 Maintenance of Benefits:
All economic benefits that are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such meet-and-confer discussions.

Section 9.7 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 that affect their physical or mental health and which may have a negative impact on their work productively. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

Section 9.8 Dental Plan:
All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 9.9 Vision Plan:
All employees shall be eligible to participate, at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 9.10 Hospitalization - New Hires:
All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 9.11 Flexible Benefits Plan:
All employees shall be eligible to participate at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 9.12 Insurance Coverage:
Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 9.13 Insurance Opt Out:
Effective the first full pay period after December 1st of each fiscal year, the Employer agrees to pay eight hundred dollars ($800.00) per 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 and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt out program.

Section 9.14 Personal Support Program (PSP):
In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program ("PSP"). Effective December 1, 2006, The Employer agrees to pay twenty nine dollars ($29.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

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

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

Section 9.15 Me Too Clause:
The Employer agrees that if during the term of this Agreement it enters into any new agreement with corrections officers providing for increased wages, or health insurance benefits, or conditions more favorable than those described in this Agreement, that the Employer shall immediately apply such provisions automatically to this Agreement.

Section 9.16 Parental Leave:
All full-time Employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests Parental Leave. and has utilized some or all of the allotted 480 hours of FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this section and provided that the employee submits an FMLA certification form to support the request for Parental Leave.

Eligible employees are entitled to receive the following Parental Leave:

Up to four (42 weeks of Parental Leave to a birth mother to recover from a non-surgical delivery: or

Up to six (6) weeks of Parental Leave to a birth mother to recover from a surgical delivery: or

Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner: or

Up to two (2) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA.

Parental Leave shall be considered an alternative to Maternity or Paternity Leave under Section 10.4 and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

Section 9.17 Family Responsibility Leave:

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

ARTICLE X
ADDITIONAL BENEFITS

Section 10.1 Bereavement Leave:
In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days' pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 10.2 Maternity/Paternity Leave:
Employees shall be granted maternity or paternity leaves of absences to cover the period of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 10.3 Personal Days:
All employees except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments or less than one-half (½) day at a time. Personal days shall not be used as additional vacation leave.

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

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

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

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

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

Section 10.4 Jury Duty:
Approval will be granted for leave with pay for any jury duty imposed upon an employee. Any compensation, however, exclusive of travel allowance received, must be turned over to the Employer by the employee.

Section 10.5 Drills:
All employees who attend monthly drills on the weekends that are not on their regular days off must work two (2) 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 at least ten (10) working days before the scheduled drill date.

Section 10.6 Educational Fund:
The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars ($40,000.00) for all AFSCME Council 31 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars ($550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit.

Section 10.7 School Conference and Activity Leave:
The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq..

ARTICLE XI
LEAVES OF ABSENCE

Section 11.1 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 to any member of the Department of Corrections. The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall be returned to the same or comparable position he or she held at the time the leave was granted. Leaves of absence shall not be granted to any Correctional Sergeant who has not completed his or her probationary period.

B. All leaves of absence, except for military service, shall be for one (1) year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence may be granted by the Sheriff with notification to the Merit Board. A Sergeant who fails to return to his/her position following the granted leave, or to request and be granted a new leave of absence on or before the expiration of this first leave, shall be deemed to have resigned.

Section 11.2 Seniority on Leave:
An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 11.3 Retention of Benefits:
An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article IX in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deduction or otherwise must be made with the County's Payroll office prior to departure on the leave.

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

Section 11.4 Union Leave:
A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union that requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for each employee. Sick pay, vacation pay and insurance benefits will be provided as set forth in Section 11.3 of this Article.

Elected delegates will be permitted to attend a national and/or state AFSCME convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for national and/or state conventions.

Convention delegates as per the following per local:

Less than 100 - 1
Less than 200 - 2

Less than 300 - 3
Less than 400 - 4

One (1) per additional thousand or fraction thereof.

Section 11.5 Military Leave:
An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

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 a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 11.6 Veterans' 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, provided, 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 11.7 Family Responsibility Leave:
Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical Leave. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 11.8 Educational Leave:
Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 11.9 Use of Benefit Time:
Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

ARTICLE XII
GRIEVANCE PROCEDURE

Section 12.1 Policy:
The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees.

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

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

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

The term "Employer" as 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 the County Administration, depending on the subject matter of the grievance.

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

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

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

Section 12.2 Definition:
A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Union. All grievances shall be in writing and contain a statement of the facts, the

provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have Union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 12.3 Representation:
Employees may take up grievances through Steps One (1) to Two (2) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or the Union's own interests or rights with the Employer may be initiated at Step Two (2) only by the Chief Union Steward or Designee.

Section 12.4 Grievance Procedure Steps:
The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

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

Step One:

1. The employee obtains a Grievance Form from the Union Steward.

2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form, signs it, returns it to the Steward for signature. Then the employee presents it to the Superintendent/Designee. The employee, steward and Superintendent/Designee will each keep their appropriate copy.

3. Within the five (5) working days after receipt, the Superintendent/Designee shall meet with the employee to discuss the grievance.

4. Within the five (5) working days after the meeting, the Superintendent/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 One (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 Two (2).

7. Failure to advance the grievance within five (5) calendar days after the Step One (1) answer is due concludes the grievance procedure.

Step Two:

1. Within ten (10) calendar days after receipt of the Step One (1) answer, the employee states that the answer given at Step One (1) is unsatisfactory, including specific reasons as to why the answer given at Step One (1) is unsatisfactory, writes the date referred to Step Two (2), signs the form, and returns it to the Steward. If the Union concurs the Steward will advance the Grievance to the Sheriff/Designee.

2. Within fifteen (15) working days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the employee within fifteen (15) working days.

Step Three: Impartial Arbitration:

1. If the Union is not satisfied with the Step Two (2) answer, it shall within thirty (30) days after receipt of the Step Two (2) answer submit in writing to the Employer notice that the grievance is to enter Impartial Arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer and Union may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

2. Expenses for the Arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party for an Arbitration Proceeding shall be responsible for compensating its own representatives and witnesses.

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

4. The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will

proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

5. If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

Section 12.5 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 12.6 Stewards:

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

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

C. The units Records, Transportation, and Boot Camp shall have two (2) Union Stewards. Administration (including SORT and WJS) and DCSI shall each have one (1) Union Steward.

The Employer recognizes that AFSCME Local 3692 shall be granted a total of one (1) Chief Steward and one (1) Assistant Chief Steward to service the members of the bargaining unit and handle grievances in conjunction with the unit Stewards. Said Chief Steward will have three (3) days per week to act in this manner without loss of pay or benefits.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the Employer who are to deal with the

Employer on behalf of the Union. The Union shall not be liable for any activities unless so authorized. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement.

After giving appropriate notice to their supervisors outside the bargaining unit, employees shall be allowed two (2) days with pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

Section 12.7 Union Representatives:
Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer on each occasion, and will first secure the approval of the Sheriff/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all time be subject to general Sheriff's Department rules applicable to non-employees.

Section 12.8 Grievance Meetings:
At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided in this Article. A committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

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

Section 12.9 Advance Step Filing:
Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

Section 12.10 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and

date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

a. the hearing shall be informal;

b. no briefs shall be filed or transcripts made;

c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;

d. the hearing shall normally be completed within one (1) day;

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

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

ARTICLE XIII
DISCIPLINE

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

Section 13.1 Purpose:
To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rules infraction.

Section 13.2 Policy:

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

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

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

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

C. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the employee's unacceptable conduct or behavior and is based upon the commission of the same or similar infraction, except for major cause infractions as defined elsewhere.

D. In general, discipline will include the following steps:

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

E. Disciplinary action for major cause infractions need not be progressive. Examples of major cause infractions include, but are not limited to the following misconduct by an employee:

1. Negligence leading to an escape.
2. Negligence resulting in injury to a staff member or inmate.
3. Desertion of post.
4. Embezzlement or theft of detainee, employee or County property.
5. Failure to observe all Federal, State and Local laws.
6. Failure to properly register weapon(s) or improper use of a weapon.
7. Willful destruction of property.
8. Bringing contraband into the institution.
9. Absence of three (3) consecutive work days without notifying the office of the Chief of Security.
10. Inmate, employee or visitor abuse.
11. Absence of more than (4) medical days, provided that the employee does not have sufficient time to cover those medical absences or other absences within any consecutive twelve (12) month period, that cannot be documented as a major or chronic illness, disability or injury-on duty. A doctor's statement will be required

in individual instances where the department has sufficient reasons to suspect that the individual did not have a valid health reason for the absence.

12. More than six (6) tardies in any consecutive twelve (12) month period.

13. Use, possession or being under the influence of controlled substances or un-prescribed drugs.

14. Use, possession, or being under the influence of alcohol at work.

15. Major acts of insubordination.

16. Sleeping on duty verified by more than one (1) person.

F. 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 bona fide use of sick time. The Employer shall keep the Union informed of employees suspected of abusing sick time and the Union will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive or chronic absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse or abuse of medical time and dock time. The parties agree that when an employee is "written-up" for misuse of sick leave, that Employee shall provide a doctor's note at or before his/her Step One (1) grievance hearing. In the event the Employee fails to provide such documentation, the grievance shall be denied.

G. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.

H. Should it be necessary to reprimand an employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the employee (example: never on roll call or in the presence of an inmate or visitor).

I. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:

1. Documentation of employee's past conduct.

2. Whether or not the employee was adequately warned and counseled of the consequences of his/her conduct.

3. Length of service.

4. Seriousness and circumstances of the infraction.

5. County or Sheriff's Office practice in similar cases.

6. Motives and reasons for violating a rule.

Section 13.3 Appeals Procedures:
Department disciplinary actions for suspensions of thirty (30) days or less shall be subject to the grievance procedure. Merit Board action is subject to administrative review of the Circuit Court of Cook County. Grievances involving written reprimands shall be initiated at Step One (1) and may be processed only through Step Three (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 Three (3) of the grievance procedure.

Section 13.4 Disciplinary Action Form:

A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Union shall contain at least the following:

1. Name of employee being disciplined;
2. Date of report;
3. Date and time of infraction;
4. The infraction committed, with a description; and
5. Supervisor signature space.

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

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

1. The Employee;
2. The appropriate personnel office;
3. Chief Steward;
4. Executive Director;
5. Superintendent and/or unit supervisor; and
6. Internal Investigations.

Section 13.5 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. Suspension 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 twelve (12) 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 13.6 Disciplinary Action that May Apply to Summary Punishment:
(See Summary Punishment provisions adopted simultaneously with this Disciplinary Action Policy and Procedure.)

Section 13.7 Suspensions of More Than Thirty (30) Days or Discharge:
Suspension of more than thirty (30) days or discharge shall be handled by Merit Board action in accordance with the State of Illinois Statutes (Chapter 125 of the Illinois Revised Statutes).

Section 13.8 Cook County Sheriff's Merit Board:
It is understood that employees are subject to the rules and regulations of the Cook County Sheriff's Merit Board. Any disciplinary actions referred to the Merit Board seeking discipline in excess of thirty (30) days, including discharge, are not subject to the terms and conditions of this Agreement.

Section 13.9 Union Representation:
The right to be represented at any step of the disciplinary action rests solely with the employee.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request.

Section 13.10 De-Deputization:
An investigation by the Office of Professional Review (OPR) that results in the de-deputization of an employee may be challenged by the Union and presented in arbitration on an expedited basis within thirty (30) calendar days of the de-deputizaton, provided however that the allegation that serves as the basis for the de-deputization is not to be adjudicated at the Sheriff's Merit Board.

The arbitrator's review and decision in cases where a de-deputization is challenged by the Union will only concern whether the de-deputization was justified. Should the Union's challenge be successful and barring the filing of criminal of charges against an employee, the employee will then be re-deputized.

A panel of arbitrators will be selected by the Union and the Employer to review challenges to a de-deputization by the Employer based upon the panels participants' agreement to the conditions and procedures agreed to by the parties, and to a thirty (30) calendar day time period in which to render a decision regarding the Union's challenge.

Section 13.11 Reassignments Pending Investigations:
Any dispute regarding reassignments pending investigations shall be subject to arbitration on an expedited basis within thirty (30) calendar days at the request of the Union

ARTICLE XIV
SUMMARY PUNISHMENT

Section 14.1 Purpose:

A. Defines the scope of Summary Punishment procedures.

B. Identifies those acts or omissions which are considered less serious misconduct of a minor nature.

C. Outlines a schedule of penalties for use by supervisory and command members to ensure uniformity in administering Summary Punishment.

D. Sets forth procedures to be followed by supervisory personnel in imposing Summary Punishment.

Section 14.2 Definition:

A. Summary Punishment is an alternative to formal disciplinary procedures when conduct defined as less serious misconduct is observed by or comes to the attention of a department supervisor.

B. Less serious misconduct is defined as acts or 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 which pose no threat to the safety or security of correctional staff, inmates or the institution.

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

1. Tardiness for duty. A Sergeant shall be deemed to be tardy if the Sergeant fails to physically report for duty at the assigned starting time.
2. Failure to comply with department uniform standards.
3. Taking excessive time for lunch.
4. Failure to provide prompt, correct and courteous service.
5. Tardiness or failure of a Sergeant to appear in court or to notify superiors of his inability to appear.
6. Failure to perform assigned tasks.

7. Inattention to duty i.e., lounging on post, unnecessary visiting with citizens or other officers or non-sworn members except for official business, or excessive phone calls.

8. Minor abuse of medical roll.

9. Being unfit for duty for reasons other than major cause infractions.

10. Absence without permission under conditions other than major cause infractions.

11. Minor traffic offense.

12. Failure of a sworn Sergeant to comply with department weapons regulations.

13. Minor acts of disrespect to a superior officer.

14. Possessing a commercial type radio, television, personal camera or tape recorder while on duty.

15. Transporting persons in a department vehicle, except for official use.

16. Reading commercial publications in public view.

17. Misuse of department equipment or vehicles.

18. Use of loud and profane language.

19. Failure to present a neat and professional appearance.

Section 14.3 Summary Punishment Limitations:

A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment. Care will be taken that critical assignments are not left unstaffed as a result of the imposition of Summary Punishment.

B. The Summary Punishment which may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:

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

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

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

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

2. Four (4) tardies in any consecutive twelve (12) months - one (1) day off without pay.

3. Five (5) tardies in any consecutive twelve (12) months - two (2) days off without pay.

4. Six (6) tardies in any consecutive twelve (12) months - three (3) days off without pay.

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

D. In cases of minor abuse of medical roll, Summary Punishment shall be applied when a Sergeant commits any one (1) or more of the four (4) following acts:

1. Calls the department claiming medical, but does not have enough time to cover those days.

2. Does not tender medical statements substantiating his absence - four (4) straight working days ore not including days off.

3. Fails to call the department within prescribed time limits to explain an absence (absent late call or absent no call). Additionally, in the case of no call, Summary Punishment shall be in addition to one (1) day off suspension without pay for not calling in.

4. Calls in claiming medical while working another job. First offense - three (3) days without pay.

The Summary Punishment which may be administered in cases of minor abuse of medical roll as set out above shall be limited to the following:

1. First offense within any consecutive twelve (12) month period - a written reprimand.

2. Second offense within any consecutive twelve (12) month period - one (1) day of suspension without pay.

3. Third offense within any consecutive twelve (12) month period - two (2) days of suspension without pay.

4. Fourth offense within any consecutive twelve (12) month period - three (3) days of suspension without pay.

5. More than four offenses within any consecutive twelve (12) month period shall constitute and result in disciplinary action or major cause infraction.

E. A Sergeant who develops a history of repeated less serious misconduct shall constitute and result in disciplinary action against said Sergeant for major cause infraction.

1. De-deputization is a process wherein the Sergeant 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. Re-deputization - all sergeants who have been de-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had

been otherwise disposed of, shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.

F. A Sergeant will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said Sergeant as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.

G. Action recommended under Summary Punishment shall not bar a recommendation for a more severe penalty, when additional facts give rise to a potentially more serious offense.

H. Summary Punishment shall not be used to process a citizen complaint. All citizen complaints shall be forwarded to the Internal Investigation Division.

Section 14.4 Procedures:

A. When a Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within thirty (30) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following three (3) options:

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

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

3. Refusal 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 Section 14.4(B)(1) of this Article. Each level of review shall have the authority to alter or disapprove of the prior recommendation within the scope of the Summary Punishment limitations contained in this Article.

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

D. Refusal - Grievance

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

E. Miscellaneous

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

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

F. Summary Punishment Action Request Form (SPAR):

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employee's personnel file after twelve (12) months from the occurrence, provided that the employee had received no other written reprimand or suspension during the twelve (12) 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 (12) months after the employee's last written reprimand or suspension.

ARTICLE XV
CONTINUITY OF OPERATION

Section 15.1 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 15.2 Union Responsibility:
Should any activity prescribed in Section 15.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately;

(a) publicly disavow such action by the employees or other persons involved;

(b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;

(c) notify the employees, stating the Union disapproves of such action and instructing all employees to cease such action and return to work immediately; and

(d) take such other steps as are reasonable appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 15.3 No Lock Out:
The Employer agrees that it will not lock out its employees during the term of this Agreement or an extension thereof.

Section 15.4 Preservation of Rights:
In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Article be first exhausted.

Section 15.5 Discharge of Violators:
The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether any employee or employees participated in the action prohibited by this Article. If it determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

ARTICLE XVI
MISCELLANEOUS

Section 16.1 No Discrimination:
No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

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

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

Section 16.2 Health and Safety:

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

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

   The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

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

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

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

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

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.

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

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

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

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

Section 16.3 Doctor's Statement:

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and shall be required to undergo examination by the County's Physician before returning to work. Examination must be conducted on employee's own time.

For health related absences of less than five (5) days, a doctor's statement or proof of illness will not be required except in individual instances where the County has sufficient reasons to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature

of a health related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

Section 16.4 Paychecks/Direct Deposit:
The County shall endeavor to have checks distributed in a timely manner. Pay day for the employees and by this Agreement shall be bi-weekly. Management will endeavor to have overtime checks within two (2) weeks of the last day of the pay period during which the overtime was earned.

The County will continue the direct deposit program to the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving deposits.

Section 16.5 Bulletin Boards:
The Employer will make bulletin boards or space available for the use of the Union at all work sites and each department. The Union will be permitted to have posted on these bulletin boards notices of a routine, non-controversial nature. All other postings shall be subject to the approval of the Department Head/Designee.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on Employer property other than herein provided.

Section 16.6 Sub-Contracting:
It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, sub-contract where circumstances warrant, for example for reasons of efficiency or economy.

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

Section 16.7 Technological Changes:
When the Employer intends to make technological changes that adversely affect employee working conditions or jobs, the Employer will make every effort to retrain employees to new job requirements. In cases where this is not possible, the Employer will attempt to train an employee for other, similar skills or to transfer the employee to a similarly compensated position.

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

Section 16.8 Employee Development and Training:
The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this Agreement. If such changes occur, the Employer shall give primary consideration to the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to profile the necessary in-house training.

Section 16.9 Personnel Files:
The Employer shall maintain personnel records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.. Upon written request to the Departmental Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and the Employer, subject to any relevant laws governing such files.

Section 16.10 Union and Employer Meetings:
For the purpose of conferring on matters of mutual interest that are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet quarterly, or as needed, in each department. The Union and Employer shall each designate not more than five (5) departmental representatives to a labor-management committee for each department covered by this Agreement to meet, at the request of either party, at mutually agreed upon times and locations.

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

Section 16.10a Union and County Meetings Respecting Health Care:
For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 16.11 Meeting Rooms:
The Employer agrees to make available conference and meeting rooms for Union meetings upon reasonable notification by a Union Representative, unless to do so would interfere with the operating needs of the Employer.

Section 16.12 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 now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions that would be in conformity with the law.

Section 16.13 Uniform Peace Officer's Disciplinary Act:
It is agreed that employees are subject to the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 et seq..

Section 16.14 Courses and Conferences:
The Employer agrees that when it desires to send employees to courses, conferences and training events, notices will be posted in all respective departments in a timely manner. These opportunities will be distributed as equitably as practical among employees to insure broad participation. Employees shall be reimbursed for these events subject to the availability of funds. Approval of reimbursement and/or time to attend conferences or courses will be limited to those subjects related to an employee's job, and must be obtained prior to each event.

The Employer shall pay for reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the Employer.

Section 16.15 Upward Mobility Program:

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

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

B. Needs Assessment. The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in sub-section A of this Section, and shall make a recommendation to the parties not later than June 1st of each year of this Agreement. Such requests shall include a needs request for the fiscal year commencing December 1st of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 16.1 of this Article, and are designed to supplement existing Employer training and development programs.

Section 16.16 Travel Reimbursement:
Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

Section 16.17 Auto Insurance:
The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 16.18 Americans with Disabilities Act:
Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in confidential manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statute.

Section 16.19 Meeting Attendance:
Employees required to report to the Department of Corrections solely for the purpose of attending meetings shall be paid one (1) hour's pay for travel.

Section 16.20 Bi-Lingual Pay:
Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars ($50.00) per month.

Section 16.21 Uniform Allowance:
The uniform allowance shall be seven hundred fifty dollars ($750.00) per fiscal year.

Section 16.22 Contract Implementation:
This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of Union ratification.

Section 16.23 Mass Transit Benefit Program:
As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

Section 16.24 Secondary Employment:
It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instances, the employee will operate within the guidelines of the Department General Order, where the employee is assigned, regarding secondary employment. If the secondary employment involves any type of security work, an indemnity form must be signed by the employer and submitted with the secondary employment request. Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated except for just cause.

Section 16.25 Personnel Rule Changes:
When the Employer is considering modifications in its personnel policies, work rules, or general orders, except in the case of judicial mandates, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act. In the event that judicial mandates affect wages, hours, or conditions of employment the employer shall furnish at least twenty-one (21) calendar days' notice where possible.

Section 16.26 Printing of Contracts:
The Union will have this Agreement printed in booklet form. Employees shall receive a copy of the printed Agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the Employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for the full cost of printing.

ARTICLE XVII
DURATION

Section 17.1 Term:
This Agreement shall be effective on December 1, 2012 and shall remain in effect 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.

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

Section 17.2 Notice:
Any notice under this Agreement shall be given by registered or certified mail. If given by the Union then such notice shall be addressed to the following individuals:

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

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

3. Chief, Bureau of Human Resources
   118 North Clark - Room 840
   Chicago, Illinois 60602

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

AFSCME Council 31
205 North Michigan Avenue
Suite 2100
Chicago, Illinois 60601

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

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

Signed and entered into this 5th day of October, 2016.

COUNTY OF COOK:

By: Toni Preckwinkle

Toni Preckwinkle, President
Cook County Board of Commissioners

Thomas Dart
Cook County Sheriff

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

OCT 05 2016

COM

ATTEST: David Orr

David D. Orr
Cook County Clerk

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

BY: Cam Hooser

APPENDIX A
AFSCME 3692

JOB CODE	GRADE	TITLE
1361	CO2	Correctional Sergeant

Effective June 1, 2013

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

							8 Years	10 Years	15 Years	18 Years	20 Years	25 Years
Grade		**1st Step**	**2nd Step**	**3rd Step**	**4th Step**	**5th Step**	**6th Step**	**7th Step**	**8th Step**	**9th Step**	**10th Step**	**11th Step**
CO2	Hourly	27.097	28.248	29.450	30.702	32.006	33.365	34.884	35.930	36.919	37.933	38.975
	Bi-Weekly	2,167.76	2,259.84	2,356.00	2,456.16	2,560.48	2,669.20	2,790.72	2,874.40	2,953.52	3,034.64	3,118.00
	Annual	56,361	58,755	61,256	63,860	66,572	69,399	72,558	74,734	76,791	78,900	81,068

Effective June 1, 2014

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	8 Years 6th Step	10 Years 7th Step	15 Years 8th Step	18 Years 9th Step	20 Years 10th Step	25 Years 11th Step
CO2	Hourly	27.503	28.672	29.892	31.163	32.486	33.865	35.407	36.469	37.473	38.502	39.560
	Bi-Weekly	2,200.24	2,293.76	2,391.36	2,493.04	2,598.88	2,709.20	2,832.56	2,917.52	2,997.84	3,080.16	3,164.80
	Annual	57,206	59,637	62,175	64,819	67,570	70,439	73,646	75,855	77,943	80,084	82,284

Effective June 1, 2015

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

							8 Years	10 Years	15 Years	18 Years	20 Years	25 Years
Grade		**1st Step**	**2nd Step**	**3rd Step**	**4th Step**	**5th Step**	**6th Step**	**7th Step**	**8th Step**	**9th Step**	**10th Step**	**11th Step**
CO2	Hourly	28.053	29.245	30.490	31.786	33.136	34.542	36.115	37.198	38.222	39.272	40.351
	Bi-Weekly	2,244.24	2,339.60	2,439.20	2,542.88	2,650.88	2,763.36	2,889.20	2,975.84	3,057.76	3,141.76	3,228.08
	Annual	58,350	60,829	63,419	66,114	68,922	71,847	75,119	77,371	79,501	81,685	83,930

Effective December 1, 2015

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

							8 Years	10 Years	15 Years	18 Years	20 Years	25 Years
Grade		**1st Step**	**2nd Step**	**3rd Step**	**4th Step**	**5th Step**	**6th Step**	**7th Step**	**8th Step**	**9th Step**	**10th Step**	**11th Step**
CO2	Hourly	28.614	29.830	31.100	32.422	33.799	35.233	36.837	37.942	38.986	40.057	41.158
	Bi-Weekly	2,289.12	2,386.40	2,488.00	2,593.76	2,703.92	2,818.64	2,946.96	3,035.36	3,118.88	3,204.56	3,292.64
	Annual	59,517	62,046	64,688	67,437	70,301	73,284	76,620	78,919	81,090	83,318	85,608

Effective December 1, 2016

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

							8 Years	10 Years	15 Years	18 Years	20 Years	25 Years
Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step
CO2	Hourly	29.258	30.501	31.800	33.151	34.559	36.026	37.666	38.796	39.863	40.958	42.084
	Bi-Weekly	2,340.64	2,440.08	2,544.00	2,652.08	2,764.72	2,882.08	3,013.28	3,103.68	3,189.04	3,276.64	3,365.72
	Annual	60,856	63,442	66,144	68,954	71,882	74,934	78,345	80,695	82,915	85,192	87,534

Effective June 1, 2017

SCHEDULE III
BUREAU OF HUMAN RESOURCES
COUNTY CORRECTIONAL SERGEANTS - AFSCME 3692

							8 Years	10 Years	15 Years	18 Years	20 Years	25 Years
Grade		**1st Step**	**2nd Step**	**3rd Step**	**4th Step**	**5th Step**	**6th Step**	**7th Step**	**8th Step**	**9th Step**	**10th Step**	**11th Step**
CO2	Hourly	29.843	31.111	32.436	33.814	35.250	36.747	38.419	39.572	40.660	41.777	42.926
	Bi-Weekly	2,387.44	2,488.88	2,594.88	2,705.12	2,820.00	2,939.76	3,073.52	3,165.76	3,252.80	3,342.16	3,434.08
	Annual	62,073	64,710	67,466	70,333	73,320	76,433	79,911	82,309	84,572	86,896	89,286

Cook County Benefit Overview

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

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Deductible and Out of Pocket Maximum	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	$125 / $250 (Single / Family) 2x Out of Network	$350 / $700 (Single / Family) 2x Out of Network
Out of Pocket Maximum	$1,500/$3,000 (Single / Family) 2x Out of Network	$1,600/$3,200 (Single / Family) 2x Out of Network
Inpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network
Preventive	90% coinsurance after $25 copay / 60% Out of network	$0 copay (100% Covered)

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

Drug	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Prescription Drugs – Retail	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
Generic Step Therapy	N/A	PBM's generic step therapy program
Mandatory Maintenance Choice	N/A	Mandatory mail-order for maintenance drugs

Vision	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Eye Examination	$0 copay Once per 12 months	$0 copay Once per 12 months
*Eyeglass Lenses**	$0 copay standard uncoated plastic Once per 12 months	$0 copay standard uncoated plastic Once per 12 months
Frames	$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
*Contact Lenses**	$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 Benefit Overview (Cont.)

Dental – HMO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Annual Deductible	$0 (None)	$0 (None)
Benefit Period Maximum	None	None
Preventive	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
Basic Benefits	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%
Major Services	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%
Orthodontics	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
Annual Deductible	$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)

Preventive (2 exams / cleanings per Benefit Period)	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)
Primary Services *X-Rays* *Space Maintainers*	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)
Restorative Services *Routine Fillings*	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)
Emergency Services	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)
Endodontics	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)
Periodontics	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)
Oral Surgery	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)
Prosthetics	50% of Maximum Allowance (In and out	50% of Maximum Allowance (In and out

	of network)	of network)
Orthodontics	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)

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

Blue Advantage HMO	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
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%

PPO	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
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%

Dental	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
HMO	$0	$0	$0
PPO	$0	$0	$0

Vision	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Vision Plan	$0	$0	$0

Side Letter
Travel Reimbursement Policy

Cook County and AFSCME Council 31, AFSCME locals 1111, 1178, 1276, 1767, 2226, 3315, 3477, 3486, 3692, 3696, 3958, and 3969 agree that Cook County will recommend to the Cook County Board of Commissioners that the following revision of the Cook County Travel Reimbursement Policy be made.

Current Language:

The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

Proposed Revision:

In order to be eligible for reimbursement, the employee must submit the Transportation Expense Voucher by no later than the 20th day of the month following the month in which the travel expense was incurred unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances. The Transportation Expense Voucher shall then be reviewed and approved by the Department Head or a designated representative, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate. The Department must submit the Travel Expense Voucher to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period, as described above, will not be denied reimbursement for failure of the Department to timely submit the voucher to the Comptroller's office. A copy of the Transportation Expense Voucher shall be retained by the department.

Side Letter
Welfare to Work Program

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.

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

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

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

For AFSCME Council 31	For The Employer

Side Letter
Grievance Procedure and Arbitration

The Employer and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employer and AFSCME agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an, effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

For AFSCME Council 31

For The Employer

Side Letter
Personal Support Program

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

For AFSCME Council 31	For The Employer

SIDE LETTER OF AGREEMENT BETWEEN

COOK COUNTY AND

AFSCME COUNCIL 31

RESIDENCY

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

County of Cook	AFSCME Council 31

Side Letter
Shut Down Days

The Employers agree that they will not implement any shutdown days from the date of execution of this side letter through the termination of the collective bargaining agreement. This Agreement shall automatically expire upon Cook County Board of Commissioners' ratification of the successor agreement. This agreement is non-precedential and shall not be used by either party in any proceeding except to enforce its terms. Further, the parties agree that by executing this agreement neither the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.

Chief Spokesperson AFSCME Council 31	Date	Chief Spokesperson Employers	Date

Side Letter
Sick Leave Bank

Within sixty (60) days after ratification by the Cook County Board of Commissioners, the parties agree to meet and appoint a joint committee composed of representatives from the Sheriff of Cook County and AFSCME Council 31 to draft a mutually agreeable twenty (24) month pilot program for a sick leave bank, which will be put into a memorandum of understanding between the parties.

Chief Spokesperson AFSCME Council 31	Date	Chief Spokesperson Employers	Date