

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
(A.F.S.C.M.E.), COUNCIL 31, LOCAL 3958, AFL-CIO  
(Representing Police 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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Memorandum of Agreement

# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County as joint employers of the employees covered by this Agreement (hereinafter referred to as the "Employer" or "County") and the American Federation of State, County and Municipal Employees ("AFSCME"), Council 31 for and on behalf of Local 3958, 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 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:**

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

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

The request shall be on a form agreed to by the parties, signed by the employee, in a form agreed upon by the Union and the Employer. The amounts deducted shall be set by the Union. 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:**

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, within thirty (30) days of their employment by the Employer either,

- (1) 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.

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

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

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.

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.

**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 employee

will, on a quarterly basis, furnish a written receipt to the Union 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 operation 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. The Employer's rights shall be limited only by the specific and express terms of this Agreement. The Employer's rights include, but are not limited to:

- A. The exclusive right 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 exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. To establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. The right to make, publish and enforce reasonable general orders, rules and regulations; and, the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.

- F. The right to enter into mutual aid and assistance agreements with other units of government.
- G. The right to establish standards governing the levels of force, including deadly force that can be used.
- H. 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 in the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in the Section shall diminish the Union's right to grieve in accordance with the provisions of this Agreement.

**Section 2.2 Employer Obligations:**

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

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

**Section 2.3 Union and County Meetings Respecting Health Care:**

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

**ARTICLE III  
HOURS OF WORK AND OVERTIME**

**Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime 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:**

The normal work week shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two (2) or more consecutive days off.

**Section 3.3 Regular Work Days:**

The work day is defined as actual hours worked in a twenty four (24) hour period, for example, an eight (8) hour day or a ten (10) hour day.

**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 hours worked in excess of one hundred sixty (160) hours in a twenty eight (28) day period. An employee may accumulate up to one hundred sixty (160) hours compensatory time off. An employee who has accrued the maximum number of compensatory hours will be paid in cash for any additional overtime hours worked.

Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of abnormal peak loads in activities of the institution or department.

For the purpose of calculating overtime, all compensated hours shall be counted, except sick leave, during an eighty (80) hour pay period. In the event a Sergeant is charged with sick leave in an eighty (80) hour pay period in which overtime occurs, the overtime hours effected by the sick leave shall be calculated at straight time for that pay period.

Compensatory time currently held may be used in increments of one (1) hour at a time mutually agreed to between the employee and his/her supervisor.

**Section 3.5 Overtime Work:**

It is the intent of the parties that overtime will be distributed equitably among the employees in the bargaining unit. Payment for overtime will be made on a bi-weekly basis.

**ARTICLE IV  
SENIORITY**

**Section 4.1 Definition of Seniority:**

For purpose of this 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. Department seniority shall be defined as seniority status in the classification of Sergeant.

**Section 4.2 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.

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

Employees laid off as a result of this procedure will be placed in other vacancies in the Department that may exist at the time of or during the employee's recall eligibility period for which the employee(s) meets the minimum qualification criteria.

**Section 4.3 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;

**Section 4.4 Seniority List:**

Thirty (30) days after of the signing of this Agreement, and on December 1<sup>st</sup> and June 1<sup>st</sup> of each year the Employer will furnish to 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.

**Section 4.5 Union Rights:**

At least quarterly, the County on behalf of all employees 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: promotions, demotions, checkoff revocations, layoffs, leaves, returns from leave, discharges, terminations, retirements, and Social Security numbers.

AFSCME Council 31 shall, upon request, receive such information on computer tapes, where available.

**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, or when there are new positions created. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy is created as a result of emergencies, or when any employee is suspended and removed for disciplinary reasons 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 5.2 Job Posting:**

In the event an opening exists in the North or South Patrol Area, a specialized unit of assignment or other assignments available within the Sheriff's Police Department, notice of such openings shall be posted in such a manner as to insure all bargaining unit members have ample notice and opportunity to apply for such openings. The Union will be notified, in writing, of all Sergeants who have applied. Seniority shall be used in consideration of the employee(s) selected.

**Section 5.3 Employer Right Transfers:**

During each calendar year of the Agreement the Sheriff shall have the right to make certain "EMPLOYER RIGHT" transfers. Employer has 4 "EMPLOYER RIGHT" transfers for the first year of the contract and 5 for each of the following years of the contract.

For the purpose of this Section the transfer of one (1) person out of a position and the transfer of a replacement person into that vacated position shall count as two (2) transfers. There shall be no carry over transfers from year to year. At the conclusion of this Agreement the above schedule will remain in effect until a new Agreement is signed.

**Section 5.4 Patrol Division:**

A transfer within the patrol division from an area to which the Employee is normally assigned to another area (north to south, south to north) may be grieved under the provisions of this Article only if such transfer is permanent; e.g. of thirty (30) days duration or more.

The employer will grant sergeants choice of patrol assignments based on seniority, by area, district, team, and shift. This shall be done on an annual basis.

**Section 5.5 Transfers Subject to Grievance:**

A transfer is not subject to the provisions of this Article if an employee is transferred to or from any one of the following units:

- (1) Internal Investigations and Inspections;
- (2) Management Services (includes communications);
- (3) Special Operations (Vice & Intelligence); and
- (4) The exercise of the Employer Right transfers pursuant to Section 5.3 of this Article.

**Section 5.6 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 any emergency, will be discussed with the Union in advance of any such transfers.

**Section 5.7 Transfers:**

Any employee desiring a transfer shall fill out the appropriate form which will remain on file for a period of one (1) year. Transfer grievances shall not be limited as to whether or not they are reasonable and/or whether any provisions of this Agreement were violated.

**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 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 Appearance:**

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. All employees will be guaranteed a minimum of three (3) hours of overtime pay.

## **ARTICLE VII HOLIDAYS**

### **Section 7.1 Designation of Holidays:**

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

- |     |                               |                                      |
|-----|-------------------------------|--------------------------------------|
| 1.  | New Year's Day                | January 1 <sup>st</sup>              |
| 2.  | Martin Luther King's Birthday | Third Monday in January              |
| 3.  | Lincoln's Birthday            | February 12 <sup>th</sup>            |
| 4.  | Presidents' Day               | Third Monday in February             |
| 5.  | Pulaski Day                   | First Monday in February             |
| 6.  | Good Friday                   | Friday before Easter                 |
| 7.  | Memorial Day                  | Last Monday in May                   |
| 8.  | Independence Day              | July 4 <sup>th</sup>                 |
| 9.  | Labor Day                     | First Monday in September            |
| 10. | Columbus Day                  | Second Monday in October             |
| 11. | Veteran's Day                 | November 11 <sup>th</sup>            |
| 12. | Thanksgiving Day              | 4 <sup>th</sup> Thursday in November |
| 13. | Christmas Day                 | December 25 <sup>th</sup>            |

It is the intent of the Employer that all employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on Sunday, the following Monday shall be set as the holiday.

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.

### **Section 7.2 Holiday in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, will be carried holiday.

### **Section 7.3 Holiday Compensation:**

If a scheduled holiday coincides with an employee's regular day off, the employee shall receive one (1) day compensatory time due in lieu of holiday pay.

Employees whose regular work schedule coincides with any of the six (6) major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) and where the employee works on said holiday, the employee shall receive one and one half (1½) times their hourly rate of pay, for all hours worked, plus an additional eight (8) hours of compensatory time due.

To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs.

**ARTICLE VIII  
VACATIONS**

**Section 8.1 Vacation Leave:**

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:

<b><u>Anniversary of Employment</u></b>	<b><u>Days of Vacation</u></b>	<b><u>Maximum Accumulation</u></b>
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

Computation of vacation leave shall begin at the initial date 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.

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. The County may establish the time when the vacation shall be taken.

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

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

**Section 8.2 Vacation Preference and Scheduling:**

Vacations will be granted to meet the request of employees. Where two (2) or more employees in the same department performing at the same job site 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.

**Section 8.3 Baby Furlough:**

In addition to regularly scheduled vacations, employees covered by the terms of this Agreement shall be permitted to take a "Baby Furlough," which may consist of no more than forty (40) hours, by using accumulated paid leave time (i.e.) compensatory time, holiday time, personal day, but excluding sick leave.

**ARTICLE IX  
WELFARE BENEFITS**

**Section 9.1 Hospitalization Insurance: Employee Contributions:**

- A. The County 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 of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with 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 scheduled to go into effect on June 1, 1994, and January 1, 1995, AFSCME Council 31 members shall receive the more favorable treatment as well.

- D. The Employer will provide a mail order prescription Program as set forth in Appendix C.
- E. 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:**

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) day 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.

Sick leave may be accumulated to equal, but at no time to exceed, one thousand four hundred (1400) hours, at the rate of ninety six (96) hours 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.

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 forty (40) hours of absence due to illness, upon return to work all employees may submit to their department head a doctor's certificate as proof of illness. All time used shall be charged to the employee. In the event that an employee will be off for more than forty (40) hours, 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.

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.

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 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 9.7 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 9.8 Hospitalization - New Hires:**

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

**Section 9.9 Flexible Benefits Plan:**

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

**Section 9.10 Maintenance of Benefits:**

All economic benefits that are not set forth in this Agreement and are currently in effect shall continue in effect for duration until such time of this Agreement.

**Section 9.11 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 9.12 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 1<sup>st</sup> of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800) 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 that 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, effective December 1, 1996, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program. 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 Cook 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 Temporary Light Duty:**

Sergeants may be returned to a restricted duty position, at the discretion of the Chief of Police or his/her designee on a full-time basis, for a period of not more than six (6) months, so long as:

1. The employee's attending physician and the County medical staff have provided a written prognosis of expected return to full duty; and
2. The employee has medical releases from the same physician and the County medical staff to perform such work.

These positions shall be filled on a first come-first serve basis, regardless of seniority. If such positions are filled by other light duty sergeants, the Sheriff shall not be obligated to create any additional positions. A total of two (2) positions shall be available.

Temporary light duty positions shall not be available, and may not be applied for, more than once in a twelve (12) month period of time. Any subsequent application for a temporary light duty position must be at least twelve (12) months after the expiration of the prior temporary light duty position assignment.

Under no circumstances may a temporary light duty position be extended beyond six (6) months.

**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 postpartum 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 thirty two hours (32) hours off with pay each fiscal year. Employees may be permitted these thirty two hours (32) hours 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 (1/2) 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 eight (8) hours for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than thirty two hours (32) hours 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.

**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.

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

**Section 11.2 Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits or additional seniority during such period (except as may be otherwise provided in the County's Pension Plan), if such leave is in excess of thirty (30) days; except that leaves granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue. Employees shall receive retroactive increases for all time in which they were in pay status.

**Section 11.3 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 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 11.4 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 11.5 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 set forth in Section 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 11.6 Family Responsibility Leave:**

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 purposes pursuant to the Cook County Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family and Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

**Section 11.7 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 Employer. 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 Employer.

**Section 11.8 Veterans' Convention:**

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

The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.

They must register with the credentials committee at the convention headquarters.

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.

They must have attended no other convention, with a leave of absence with pay, during the fiscal year.

The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 11.9 Approval of Leave:**

No request for a leave, as defined in Article XI of this Agreement, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

**Section 11.10 Use of Benefit Time:**

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

**Section 11.11 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 up to 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 11.12 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..

**Section 11.13 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 11.14 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 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 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 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 provisions of this Agreement, the Employer's Rules, and Regulations or Disciplinary Actions.

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 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 meeting 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 except by mutual agreement. 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 therein.

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 12.4 Representation:**

Employees may take up grievances through Steps One (1) to Three (3) 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 Three (3) by a Union Steward.

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 12.5 Grievance Procedure Steps:**

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

<u>Step</u>	<u>Time limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting (wk days)</u>	<u>Response (wk day)</u>
1	15 days	Supervisor	5 days	5 days
2	5 days	Unit Commander or Designee	5 days	5 days
3	10 days	Police Chief or Designee	15 days	15 days
4	10 days	Sheriff/Designee	15 days	15 days

		Director Human Resources/Designee		
5	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 on the Grievance Form, signs, it, returns it to the Steward who will present it to the Immediate Supervisor. The employee, steward and Immediate Supervisor will each keep their appropriate copy.
3. Within the five (5) working days after receipt, the Immediate Supervisor shall meet with the employee to discuss the grievance.
4. Within the five (5) working days after the meeting, the Immediate Supervisor 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. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step Two (2), signs the form, and returns it to the Steward. The Steward presents the grievance to the Unit Commander/Designee.
2. Unit Commander/Designee shall meet with the employee to discuss the grievance.
3. Within the five (5) working days after the meeting specified in (2) above, the Unit Commander/Designee writes the final answer on the Grievance Form and transmits the answer to the employee.
4. If the answer is satisfactory or if the employee fails to advance the grievance within ten (10) calendar days after the Step Two (2) answer is due, the grievance procedure is concluded.

Step Three:

1. Within ten (10) calendar days after receipt of the Step Two (2) answer, the employee states that the answer given at Step Two (2) is unsatisfactory, including specific reasons as to why the answer given at Step Two (2) is unsatisfactory, writes the date referred to

Step Three (3), signs the form, and returns it to the Steward. The Steward presents the grievance to the Executive Director/Designee.

2. Within fifteen (15) working days of receipt of the letter, the Police Chief/Designee will hear an appeal and submit a written decision to the employee within fifteen (15) working days.
3. If the answer is satisfactory or if the Union fails to advance the grievance within ten (10) calendar days after the Step Three (3) answer is due, the grievance procedure is concluded.

Step Four:

1. Within ten (10) calendar after receipt of the Step Three (3) answer, the employee states that the answer given at Step Three (3) is unsatisfactory, including specific reasons as to why the answer given at Step Three (3) is unsatisfactory, writes the date referred to Step Four (4), 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 Five: Impartial Arbitration:

If the Union is not satisfied with the Step Four (4) answer, it shall within thirty (30) days after receipt of the Step Four (4) 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.

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.

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.

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.

**Step 6: Arbitration:**

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

**Section 12.6 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 12.7 Stewards:**

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.

The Employer recognizes that AFSCME Local 3958 shall be granted a total of one (1) Chief Steward to service the member of the bargaining unit and handle grievances in conjunction with the unit Stewards. Said Chief Steward will have the time necessary 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 12.8 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 12.9 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**

### **Section 13.1 Removal of Discipline:**

Oral reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

### **Section 13.2 Temporary Identification:**

The Employer shall provide identification in a timely manner to a Sheriff's Police Sergeant who is de-deputized and temporarily reassigned from his/her normal work duties to perform administrative work as the result of a pending investigation of the Sergeant by the Employer or to a Sheriff's Police Sergeant who is on IOD or Disability.

### **Section 13.3 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-deputization, 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 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.

## **ARTICLE XIV CONTINUITY OF OPERATION**

### **Section 14.1 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 reasons, 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 14.2 Union Responsibility:**

Should any activity prescribed in Section 14.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately;

- (a) publicity 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 14.3 No Lock Out:**

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

### **Section 14.4 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 14.5 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 is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

**ARTICLE XV  
MISCELLANEOUS**

**Section 15.1 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 Employer and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

**Section 15.2 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 practical. 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 a confidential manner. Nothing in this section shall require the Employer to take any action which would violate the ADA or another applicable statute.

### **Section 15.3 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 the appropriate committee as set forth in subsection 15.3(B)

#### **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. Communicable Diseases:**

The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the 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 has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.
3. The Employer 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 at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. A TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

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 information, so long as it is not privileged, 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.

**Section 15.4 Doctor's Statement:**

An employee who has been off duty for forty (40) hours 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. The examination must be conducted on the employee's own time.

For health related absences of less than forty (40) hours, a doctor's statement or proof of illness will not be required except in individual instances where the County has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

**Section 15.5 Paychecks:**

The County shall endeavor to have checks distributed in a timely manner. Pay day for the employee and by this Agreement shall be bi-weekly.

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 15.6 Bulletin Boards:**

The Employer will make space available on a bulletin board for the use of the Union at all work sites. The Union will be permitted to have posted on these bulletin boards notices of a routine, non-controversial nature. All other posting 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 15.7 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. The Employer will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of

1994. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 15.8 Personnel Files:**

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.

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

**Section 15.9 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 15.10 Meeting Rooms:**

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

**Section 15.11 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 15.12 Uniform Peace Officers' Disciplinary Act:**

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be disciplined are entitled to representation consistent with the Uniform Police Officers' Disciplinary Act, 50 ILCS 725/1 et seq.. The Labor Council and the Employer agree that discipline should be timely, corrective and progressive, accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Department. Random testing under the Employer's Drug Free Work Place Policy shall not be subject to the provisions of the Uniform Police Officers' Disciplinary Act.

**Section 15.13 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 15.14 Uniform Allowance:**

The employees covered by the terms of this Agreement shall receive a uniform allowance for each fiscal year of the Agreement. The uniform allowance shall be paid to the individual employees during the first pay period in December. The uniform allowance shall be ~~six~~ seven hundred fifty dollars (\$6750.00) per fiscal year.

The employees shall not be required to contribute more than fifty dollars (\$50.00) per fiscal year for any change in the uniform or equipment from that which existed as of December 1, 1993. Any additional costs shall be paid for by the Employer, with no reduction in the uniform allowance provided to the employees.

Upon retirement, or separation from employment for other than just cause, the employee may be required to repay up to seventy-five percent (75%) of the uniform allowance, by dividing the allowance by twelve (12) months. If the employee has served in a pay status for a minimum of six (6) months of the fiscal year, no repayment shall be required.

Any uniform components found to be unserviceable shall be replaced at the cost of the employee.

**Section 15.15 Direct Deposit:**

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 15.16 Educational Benefits:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000) for all AFSCME 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 coursework 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 15.17 Day Care:**

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer.

**Section 15.18 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 15.19 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 15.20 Bilingual 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 15.21 Contract Implementation**

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

**Section 15.22 Hire Back Detail:**

For Hire Back Details for any governmental agency where Sergeants are required, the assignment will be offered by seniority on a rotating basis.

**Section 15.23 Upward Mobility Program**

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

- 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 1<sup>st</sup> of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1<sup>st</sup> 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 needed training initiatives, as outlined in sub-section A of this Section, and are designed to supplement existing Employer training and development programs.

**Section 15.24 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 15.25 Personnel Rule Changes:**

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

**Section 15.26 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 XVI DURATION

### **Section 16.1 Term:**

This agreement shall become 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 sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

### **Section 16.2 Notice:**

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

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

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

3. 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.

Signed and entered into this 5<sup>th</sup> day of October, 2016.

COUNTY OF COOK:

By: Toni Preckwinkle

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Thomas Dart  
THOMAS DART  
Sheriff of Cook County

Attest: David Orr  
DAVID D. ORR, Cook County Clerk

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 05 2016

COM \_\_\_\_\_

UNION: American Federation of State, County and Municipal Employees (AFSCME)  
Council 31 for in and on behalf of Local 3958:

Sam Hooper  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**AFSCME Local 3958**

<u>JOB</u> <u>CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1330	P2	County Police Sergeant

Effective June 1, 2013

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - AFSCME 3958**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	After 1	After 1	After 1	After 1	
												Year at Year at Maximum Rate & 10 Years Service	Year at 1st Longevity Rate & 15 Years Service	Year at 2nd Longevity Rate & 20 Years Service	Year at 3rd Longevity Rate & 25 Years Service	Year at 4th Longevity Rate & 29 Years Service
P2 Hourly	34.011	35.541	37.141	38.810	40.560	42.384	44.313	45.310	46.329	49.524	51.803					
Bi-Weekly	2,720.88	2,843.28	2,971.28	3,104.80	3,244.80	3,390.72	3,545.04	3,624.80	3,706.32	3,961.92	4,144.24					
Annual	70,742	73,925	77,253	80,724	84,364	88,158	92,171	94,244	96,384	103,009	107,750					

Effective June 1, 2014

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT- AFSCME 3956**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	After 1	After 1	After 1	After 1	
												Year at Maximum Rate & 10 Years Service	Year at 1st Longevity Rate & 15 Years Service	Year at 2nd Longevity Rate & 20 Years Service	Year at 3rd Longevity Rate & 25 Years Service	Year at 4th Longevity Rate & 29 Years Service
P2 Hourly	34,521	36,074	37,698	39,392	41,168	43,020	44,978	45,990	47,024	50,267	52,580					
Bi-Weekly	2,761.68	2,885.92	3,015.84	3,151.36	3,293.44	3,441.60	3,598.24	3,679.20	3,761.92	4,021.36	4,206.40					
Annual	71,803	75,033	78,411	81,935	85,629	89,481	93,554	95,659	97,809	104,555	109,368					

SCHEDULE IV  
 BUREAU OF HUMAN RESOURCES  
 COUNTY POLICE SERGEANT - AFSCME 3958

Effective December 1, 2015

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	After 1	After 1	After 1	After 1	
												Year at Maximum Rate & 10 Years Service	Year at 1st Longevity Rate & 15 Years Service	Year at 2nd Longevity Rate & 20 Years Service	Year at 3rd Longevity Rate & 25 Years Service	Year at 4th Longevity Rate & 29 Years Service
P2 Hourly	35.915	37.531	39.221	40.984	42.831	44.758	46.796	47.848	48.923	52.297	54.705					
Bi-Weekly	2,873.20	3,002.48	3,137.68	3,278.72	3,426.48	3,580.64	3,743.68	3,827.84	3,913.84	4,183.76	4,376.40					
Annual	74,703	78,064	81,579	85,246	89,088	93,096	97,335	99,523	101,759	108,777	113,786					

Effective June 1, 2015

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - AFSCME 3958**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	<u>After 1</u>	<u>After 1</u>	<u>After 1</u>	<u>After 1</u>	
												<u>Year at</u>	<u>Year at</u>	<u>Year at</u>	<u>Year at</u>	<u>Maximum</u>
												<u>Rate &amp; 10</u>	<u>Rate &amp; 15</u>	<u>Rate &amp; 20</u>	<u>Rate &amp; 25</u>	<u>Rate &amp; 29</u>
												<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
												<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>
P2 Hourly	35,211	36,795	38,452	40,180	41,991	43,880	45,878	46,910	47,964	51,272	53,632					
Bi-Weekly	2,816.88	2,943.60	3,076.16	3,214.40	3,359.28	3,510.40	3,670.24	3,752.80	3,837.12	4,101.76	4,290.56					
Annual	73,238	76,533	79,980	83,574	87,341	91,270	95,426	97,572	99,765	106,645	111,554					

Effective December 1, 2016

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - AFSCME 3958**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	After 1	After 1	After 1	After 1	
												Year at	Year at	Year at	Year at	
												Maximum	Longevity	Longevity	Longevity	Longevity
												Rate & 10	Rate & 15	Rate & 20	Rate & 25	Rate & 29
												Years	Years	Years	Years	Years
												Service	Service	Service	Service	Service
P2 Hourly	36.723	38.375	40.103	41.906	43.795	45.765	47.849	48.925	50.024	53.474	55.936					
Bi-Weekly	2,937.84	3,070.00	3,208.24	3,352.48	3,503.60	3,661.20	3,827.02	3,914.00	4,001.92	4,277.92	4,474.88					
Annual	76,383	79,820	83,414	87,164	91,093	95,191	99,525	101,764	104,049	111,225	116,346					

Effective June 1, 2017

**SCHEDULE IV  
BUREAU OF HUMAN RESOURCES  
COUNTY POLICE SERGEANT - AFSCME 395B**

<u>Grade</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	<u>10th Step</u>	<u>11th Step</u>	<u>After 1</u>	<u>After 1</u>	<u>After 1</u>	<u>After 1</u>	
												<u>Year at</u>	<u>Year at</u>	<u>Year at</u>	<u>Year at</u>	
												<u>Maximum</u>	<u>Longevity</u>	<u>Longevity</u>	<u>Longevity</u>	<u>Longevity</u>
												<u>Rate &amp; 10</u>	<u>Rate &amp; 15</u>	<u>Rate &amp; 20</u>	<u>Rate &amp; 25</u>	<u>Rate &amp; 29</u>
												<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
												<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>
P2 Hourly	37.457	39.143	40.805	42.744	44.671	46.680	48.806	49.904	51.024	54.543	57.055					
Bi-Weekly	2,996.56	3,131.44	3,272.40	3,419.52	3,573.68	3,734.40	3,904.48	3,992.32	4,081.92	4,363.44	4,564.40					
Annual	77,910	81,417	85,082	88,907	92,915	97,094	101,516	103,800	108,129	113,449	118,674					

**Cook County Benefit Overview**

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

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

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

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

<b>Vision</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<b>Eye Examination</b>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<b>Eyeglass Lenses*</b>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<b>Frames</b>	\$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
<b>Contact Lenses*</b>	\$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.)**

<b>Dental – HMO</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<b>Annual Deductible</b>	<b>\$0 (None)</b>	<b>\$0 (None)</b>
<b>Benefit Period Maximum</b>	<b>None</b>	<b>None</b>
<b>Preventive</b>	<p>100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19</p>	<p>Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19</p>
<b>Basic Benefits</b>	<p>Requires a copayment for each specific service; Copayments equal a discount of approximately 70%</p>	<p>Requires a copayment for each specific service; Copayments equal a discount of approximately 70%</p>
<b>Major Services</b>	<p>Requires a copayment for each specific service; Copayments equal a discount of approximately 60%</p>	<p>Requires a copayment for each specific service; Copayments equal a discount of approximately 60%</p>
<b>Orthodontics</b>	<p>Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19</p>	<p>Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19</p>

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)
<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

**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 20<sup>th</sup> 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 60<sup>th</sup> 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.

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For AFSCME Council 31

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For the Employer

**Side Letter**  
**Grievance Procedure and Arbitration**

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers 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.

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For AFSCME Council 31

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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.

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For AFSCME Council 31

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For the Employer

**PROPOSAL**

**Local 3958 Me Too Clause**

The Employer agrees that if during the term of this agreement it enters into any new agreement with Police Officers providing for increased wages, or health insurance benefits, or terms pertaining to Uniform Allowance, specialty pay and shift differential more favorable than those described in this agreement, that the Employer shall immediately apply such provisions automatically to this agreement.

\_\_\_\_\_  
County of Cook

\_\_\_\_\_  
AFSCME Council 31

**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.

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County of Cook

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AFSCME COUNCIL 31



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                      Date  
AFSCME Council 31

\_\_\_\_\_  
Chief Spokesperson                      Date  
Employers

**COOK COUNTY SHERIFF'S POLICE DEPARTMENT**

**MEMORANDUM**

TO: American Federation of State, County  
DATE: 09 July 02  
and Municipal Employees  
Council 31, Local 3958  
FROM: Chief Thomas P. Fitzgerald  
SUBJECT: Memo of Understanding

It shall be understood that during the life of the 2002 through 2004 contract between the Cook County Sheriff (as joint employer with Cook County) and American Federation of State, County and Municipal Employees Council 31, Local 3958, that the Sheriffs Police Department will grant sergeants choice of patrol assignments based on seniority, by area, district and shift.

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Thomas P. Fitzgerald  
Chief of Police

SIDE LETTER

Between

AFSCME Council 31, Local 2000 and Cook County/Sheriff of Cook County

The parties agree that if the newly negotiated expedited arbitration procedure results in resolution of suspension grievances within four (4) months of the grievance being moved to expedited arbitration, suspension time will not be served until the expedited arbitration decision is issued.

*Sam Hooper*

AFSCME

Date 8/25/16 Cook County

Date

*Robert Nelson*

Sheriff of Cook County 1/19/16 Date

SIDE LETTER

Between

AFSCME Council 31, Local 1799 and Sheriff of Cook County

The Employer will not arbitrarily change work schedules for the purposes of avoiding holiday premium pay.

*Chris Hoan*

*Peter Kim*

AFSCME

Date 8/25/14 Sheriff of Cook County

1799/11  
Date

SIDE LETTER

Between

AESCME Council 31, Local 1000 and Sheriff of Cook County

In the event that a Police Officer is unable to secure proof of indemnification/liability from an employer, the officer may request assistance from the Sheriff's Department.

*C. M. Hester*

*Patrick M. Shanahan*

AESCME

Date 8/25/14 Sheriff of Cook County 1/19/14 Date

SIDE LETTER

Between

AFSCME Council 31, Local 2254 and Sheriff of Cook County

The Employer shall normally offer employees facing suspension "options" as defined in Article XI Section 1.

*Sam Hagan*

AFSCME

*Pat McHenry*  
Date 8/25/16 Sheriff of Cook County 1/19/11 Date

SIDE LETTER

Between

AFSCME Council 31, Local 2264 and Cook County

The parties agree that the Employer shall endeavor to schedule grievance meetings during the work hours for the grievant whenever possible.

*Jim Hoopes*

*Pat M. [unclear]*

AFSCME

Date 8/25/16 Cook County 1/19/11 Date

Cook County Sheriff's Police Department  
Canine Care Agreement

It will be understood the police service dog is and will remain the property of the Cook County Sheriff's Police Department. It is mutually agreed between the Cook County Sheriff's Police Department and the undersigned that the following is fair and just compensation for care and maintenance of the animal seven (7) days a week for a forty (40) hour work week, this compensation will not exceed seven (7) hours per week:

1. The officer will be released from duty one (1) hour prior to the scheduled end of each working shift.
2. One (1) hour cash payment, at the regular hourly rate, for each Personal Day and the Floating Holiday (Five hours maximum annually) when taken individually and the dog is kept at the residence.
3. One (1) hour cash payment at the regular hourly rate, for each Vacation Day, when taken individually and the dog is kept at the residence.
4. One (1) hour cash payment at the regular hourly rate, for each Medical Day, when taken individually and the dog is kept at the residence.
5. One (1) hour cash payment at the regular hourly rate, for each Holiday when the officer is carried Holiday and the dog is kept at the residence.
6. One (1) hour cash payment at the regular hourly rate, for each full work day of compensatory time taken and the dog is kept at the residence.
7. One (1) hour cash payment at the regular hourly rate, for each RDO and the dog is kept at the residence.

It will also be understand that, because of the nature of the assignment of a K-9 Handler that the officer will be required to adjust hours for training purposes and/or planned special operations.

The officer will be compensated in accordance with the Department's current overtime policy for any hours for which the officer is requested to work over and above normal duty hours.

The officer will continue to receive Holiday Pay/Compensation in accordance with existing Department policies.

Department Representative Name and Sta # (Print):

*Peter Krane*

Department Representative Signature:

*Peter Krane*

Union Representative Name AFSCME Local 2264 (Print):

*John D. Neek*

Union Representative AFSCME Local 2264 Signature:

*John D. Neek 12/11/13*

Union Representative Name AFSCME Local 3958 (Print):

*John D. Neek*

Union Representative AFSCME Local 3958 Signature:

*John D. Neek 12/11/13*