The seal of Cook County, Illinois, is a large, faint watermark in the background. It features a central figure holding a scale of justice, surrounded by the text "SEAL OF COOK COUNTY ILLINOIS" and a star.

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY  
AND  
TEAMSTERS LOCAL 700**

**Effective  
December 1, 2012 through November 30, 2017**

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# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This collective bargaining agreement is entered into between the Clerk of the Circuit Court, a non-judicial officer of the judicial branch of state government, as the employer of employees covered by this Agreement (hereinafter referred to as the “Employer”) and Teamsters Local Union 700 (“Teamsters”), hereinafter referred to as the “Union.”

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1. Representative Unit**

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers. Also recognized are the exclusions stipulated by the Employer and the Union in #L-RC-86-04 and #S-UC (S)-93-15 or as may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

#### **Section 1.1. Bargaining Unit Work**

The Employer shall assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

## **Section 2. Union Membership**

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues required as a condition of membership.

The Employer and the Union agree to hold a joint orientation of new employees, at which time the Employer shall give such employees a copy of the Agreement and the Union may present the benefits of Union membership.

## **Section 3. Dues Check-off**

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

1. Union membership dues, initiation fee required as a condition of membership, or a representation fee.
2. Union sponsored dental plan.
3. D.R.I.V.E. Deduction.

The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union. 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) calendar days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

B. Remittance: The deductions shall be remitted to the Union along with a list of employees and the amount deducted from each employee.

## **Section 4. "Fair Share"**

A. The Union, having demonstrated that more than 50% of the eligible employees in the

bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will have within 30 calendar 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) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

B. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the 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.

C. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the name, address and work location of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

D. 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.

E. 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 5. Religious Exemption**

Employees who are members of a church or religious body having a *bona fide* religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act. The employee will, on a quarterly basis, furnish a written receipt to the Union that such payment has been made.

#### **Section 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.

#### **Section 7. Meeting Rooms**

Upon reasonable notice, the Employer agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the Employer.

#### **Section 8. List of Representatives**

The Union shall designate the Union Stewards and Representatives at each location, and shall supply a list of names in writing to the Clerk's Labor Relations Office on a semi-annual basis, with notice of changes, additions and deletions as they occur.

### **Section 9. Bulletin Boards**

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature. There shall be no distribution or posting by employees of advertising or political material or material of a defamatory or obscene nature.

## **ARTICLE II**

### **NO DISCRIMINATION**

#### **Section 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 sexual harassment ordinance which will be complied with.

#### **Section 2. Compliance with the 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.

### **ARTICLE III**

#### **EMPLOYER AUTHORITY**

##### **Section 1. Management Rights**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions prescribed by the Constitution and Statutes of the State of Illinois or mandated by Rules and General Orders of the Circuit Court of Cook County to carry out its legal responsibility, the direction of its working forces, including, but not limited to: the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

##### **Section 2. Employer Obligation**

The Union recognizes that nothing in the Agreement shall be construed to modify, eliminate

or detract from the statutory responsibilities and obligations of the Employer.

### **Section 3. Union and Employer Meetings**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet bi-monthly, or as needed, through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than eleven (11) representatives to include all employee and Union representatives and all Employer representatives to a labor management committee for this purpose. Employees shall be allowed time off with pay to attend such meetings; said pay to be for the hours otherwise normally worked on meeting days. The agenda for these meetings will be clearly delineated, published, and received ten (10) working days in advance of any such scheduled meeting. Responses to agenda items will be tendered within thirty (30) calendar days of such meeting.

### **Section 4. Timekeeping System**

The Employer may implement a new automated timekeeping system during the term of this Agreement. Until a new automated timekeeping system is implemented, each work area shall designate an official clock for timekeeping purposes.

### **Section 5. Sub-Contracting**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, provided that the use of subcontracted employees is limited to two (2) weeks and that such subcontracting does not result in the displacement or lay-off of bargaining unit employees. The Employer will advise the Union at least 5 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor

Relations Act of 1984.

**ARTICLE IV**  
**HOURS OF WORK**

**Section 1. Regular Work Periods**

A. Except where Rule of Court requires, the regular work day for a full-time employee shall be as set by order of the Circuit Court but in any event shall not be for less than eight (8) hours, including a one (1) hour paid lunch, and generally falling between 8:00 a.m. and 4:00 p.m., 8:30 a.m. and 4:30 p.m. or 9:00 a.m. and 5:00 p.m., unless otherwise required or otherwise modified by Article IV, Section 5 herein. Part-time employees will receive pay on a pro rata basis for their lunch period only if they work a minimum of four (4) hours that day.

Variations from the above may be established by the Employer for operational reasons; however at least 30 calendar days prior to establishing such a schedule, the Employer shall notify the Union, and the affected employees shall be allowed to exercise seniority to retain their existing schedule, or opt for the new schedule. Where there are insufficient volunteers to staff the new schedule, the schedule shall be filled by inverse seniority. The provision applies only to permanent shift schedules; temporary and seasonal variations in scheduling shall be handled under the overtime provisions of this Agreement.

B. Employees shall be allowed to take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon if the workload permits. Under no circumstances are breaks to be taken in conjunction with the lunch period. Where a department head or his/her designee requires an employee to work through lunch, or an employee requests to work through lunch and the request is granted, that employee may leave work one (1) hour early (prior to scheduled quitting time for that day) if his/her department head or the department head's designee

approves said early quit. An “early quit” would be in lieu of one (1) hour straight comp time otherwise due and owing the employee by virtue of said employee having worked through his/her lunch period.

C. Whenever a judge decides to continue conducting court without breaking for lunch, the Court Clerk assigned to that courtroom will be permitted to work through lunch.

D. This definition of the regular work period is intended to facilitate payment of overtime as well as define regular work periods.

E. Except for emergencies or in the event that the workload does not permit employee meetings to take place during the regularly scheduled work day, the Employer may schedule employee meetings to take place not to exceed one hour per week. Such meetings may precede the regular start time (resulting in earlier quit time) or they may follow the regular quit time (resulting in a later start time). Failure to attend any such pre-start or post-quit meeting(s) will not be a cause for discipline. Any employee who may not quit early may be compensated in accordance with Article IV, Section 3(B).

### **Section 2. Regular Work Week**

Except as modified by Sections 1, 4, and 5 herein, the regular work week for employees of the Office of the Clerk of the Circuit Court shall be 40 hours, consisting of five, eight (8) hour days running consecutively. The workweek may consist of any five straight days.

### **Section 3. Compensatory Time and/or Overtime Compensation**

A. Employees may be assigned to overtime work on an even-handed basis provided that such overtime shall be limited to either emergency conditions which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the Division, District or Department (Accounting Department, Procurement

Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department).

B. Overtime work (other than overtime courtroom work performed by the Court Clerk regularly assigned to that courtroom) in a Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) will be offered first to those employees present in that Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) who normally perform that type of work. The overtime work will be offered to them in seniority order, on a rotating seniority basis. Each posting offering overtime work will describe the work assignment being offered and list the specific skills, duties and qualifications needed in order for employees to be selected to work on that particular overtime assignment. If no employees who normally perform the specified work volunteer for the overtime assignment or if an insufficient number of such employees volunteer for the overtime assignment, then the remaining overtime work will be offered to other employees present in that Division, District, or Department (Accounting Department, Procurement Department, Audit Services, Department or 1<sup>st</sup> Municipal Criminal Department) who are qualified to perform the needed work. Such work will be offered to such qualified employees in seniority order.

For each posted overtime assignment, the Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) will maintain two rotating overtime seniority lists – one list for those employees who volunteer for the overtime assignment who normally perform that type of work and another list for all other employees who volunteer for that overtime assignment who are qualified to perform that work. An employee will be credited on his or her Division's, District's, or Department's (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal

Criminal Department) list with having received an overtime opportunity under the following circumstances:

- (1) the employee accepts and works the overtime assignment;
- (2) the employee accepts the overtime assignment and fails to work it;
- (3) the employee rescinds acceptance of two successive offers of overtime assignments.

Once an employee has been credited with having received an overtime opportunity [under situations (1), (2), or (3) above], that employee will not be eligible for another overtime opportunity until each employee on the applicable rotating seniority list maintained by the Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) has been offered an overtime opportunity.

C. Except as modified by Section 5 herein, an employee shall be paid one and one-half times the employee's regular hourly rate for all hours worked in excess of eight (8) in any workday, or over forty (40) in any regular workweek. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime.

D. It will be the Employer's policy to pay overtime whenever possible, at the rate of one and one-half hours for each hour of overtime worked. The Employee may request, in lieu of overtime pay, compensatory time off at a rate of one and one-half hours for each hour of overtime worked within the limits created by the Federal Fair Labor Standards Act. The granting of any such request during the period between June 30 and November 30 of each year shall be at the Employer's sole discretion, after the Employer has made an individualized evaluation of the facts and circumstances relevant to the particular employee's request. An employee who has reached the maximum compensatory accrual levels under FLSA will be temporarily removed from the list of

those eligible to work overtime.

E. An employee may “bank” up to 240 hours (four weeks) of compensatory time (160 actual hours times one and one-half). All overtime hours worked above this limit will be compensated for in accordance with subsection C of this Section, but limited as to available funds as outlined in subsection D of this Section.

F. An employee terminating employment with the Clerk shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act.

G. Requests to use any comp time or accrued time (personal or vacation days) are to be submitted at least 48 hours in advance to allow time for a reasoned analysis of operational needs for the day(s) requested off. Management's determination to approve or deny any request to use comp time or accrued time will be based solely upon operational needs, and no request will be denied arbitrarily or capriciously. Requests for use of comp time or accrued time will be granted regardless of the timeliness of the request unless operational needs make that impractical.

H. Employees called back to work by the Employer shall be compensated a minimum of two (2) hours pay or compensatory time.

I. In any instance where the Employer decides to have work performed in a courtroom beyond the eight-hour shift scheduled for the Court Clerk assigned to that courtroom, that overtime will first be offered to that Court Clerk.

J. Prior written approval from the department head or other Employer designee is necessary before overtime will be granted.

#### **Section 4. Weekend and Holiday Work**

Except as otherwise modified by Article III, Section 1 herein, the parties agree as follows:

A. Branch courts - Court Clerks only: applicable to Weekend Court, Holiday Court,

and Night Court.

- 1) It is agreed that every six (6) months the Clerk will post all available Court Clerk assignments, excepting those assignments which are partially served at Branch 55 (Division 5 bond room) and at Branch 1 (Central Bond Court). All Court Clerks will bid on the posted Court Clerk assignments, which consist of hours of work, days of work, geographical location, and specific courtroom as follows:
  - a) Court Clerks assigned to Domestic Violence Court (Branch 60, 61, 62, 63 and 64) will bid on the posted Court Clerk assignments in Domestic Violence Court; and
  - b) All other Court Clerks will, as a group, bid on all other posted Court Clerk assignments.
- 2) No courtroom assignment can be consecutive, *i.e.*, in the same courtroom.
- 3) If no bidders or less *bidders* than needed come forward, then assignments shall be mandatory by reverse seniority.
- 4) Once the weekend and holiday work schedule is set, bargaining unit members of greater seniority shall not have the ability to otherwise alter the schedule and displace more junior members by bumping in/bumping out.
- 5) Branch 55 (Division 5 bond room) Assignments:
  - a) Any branch Court Clerk assignment that is partially or fully served at Branch 55 (Division 5 bond room) will be permanent and not subject to bid or rotation as above. Employees presently assigned to Branch 55, Monday through Friday, (assignments fully served at Branch 55), would retain these assignments as permanent.
  - b) Branch 55 assignments that include weekend/holiday day and night shifts (assignments partially served at Branch 55) will also be made permanent after an initial bid period. The bid posting will include the Branch 55 schedule, and the hours of work, days of work, and geographical location of work for the remainder of the assignment not served at Branch 55 so that the assignment results in a full regular work week. Any non-Branch 55 work may include courtroom or non-courtroom work, and the bid posting shall so state.
  - c) When a vacancy occurs in any Branch 55 assignment— full or partial—it shall be posted among all employees eligible to bid on assignments as above in sub-paragraph 1. The successful bidder shall be chosen from those that bid based on the criteria set forth in Article VI, Section 1. If no bidders, then Management shall assign.

- 6) Branch 1 (Central Bond Court) Assignments:
  - a) Any branch Court Clerk assignment that is partially or fully served at Branch 1 (Central Bond Court) will be made permanent and not subject to bid or rotation as above.
  - b) Before the current Branch 1 (Central Bond Court) assignments are made permanent and not subject to rotation, those assignments will initially be posted for bid on the basis of seniority.

B. Suburban locations - Weekend and Holiday work.

It is agreed that personnel will work these assignments at the suburban locations [Bridgeview, Markham, Maywood, Rolling Meadows, and Skokie] on the following basis:

- 1) Saturdays
  - a) The Clerk will post all available assignments as overtime work for a six-month period. With respect to employees performing courtroom functions in suburban bond court, the employee shall receive (at the employee's option) either pay or compensatory time at the rate of one and one-half hours for each overtime hour worked. With respect to any employee performing functions other than suburban bond court functions, the employee shall receive either overtime pay, if funds are then available, or compensatory time. (This Section does not apply to employees who are assigned to carry pagers on the weekend.) The accumulation of compensatory time is subject to the limits set by the federal Fair Labor Standards Act and Section 3C herein.
  - b) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
  - c) If no bidders or less bidders than needed after the above postings, then mandatory by reverse seniority.
- 2) Sundays
  - a) The Clerk will post all available assignments as overtime work for a six-month period. With respect to employees performing courtroom functions in suburban bond court, the employee shall receive (at the employee's option) either pay or compensatory time at the rate of one and one-half hours for each overtime hour worked. With respect to any employee performing functions other than suburban bond court functions, the employee shall receive either overtime pay, if funds are then available, or compensatory time. (This Section does

not apply to employees who are assigned to carry pagers on the weekend.) The accumulation of compensatory time is subject to the limits set by the Federal Fair Labor Standards Act and Section 3C herein.

- b) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
- c) If no bidders or less bidders than needed after the above postings, then mandatory by reverse seniority.

3) Holidays

- a) The Clerk will post all available assignments every six (6) months.
- b) Assignments to specific Holidays will be made on an evenhanded basis from the list of bidders by seniority.
- c) Employees will be allowed to trade assignments with other bidders only, with prior written notification to the department head.
- d) An employee who works on a holiday(s) shall receive compensatory time at the rate of one and one-half hours for each hour worked in excess of the hours actually worked in a regular workweek (including any paid lunches) by employees who have the holiday(s) off. If funds are available and the employee requests, the employee may receive pay at the rate of one and one-half times the average of the employee's regular hourly rate.
- e) If no bidders or less bidders than needed then mandatory by reverse seniority.

**Section 5. Flex Work Schedule**

The workday of employees of the Clerk of the Circuit Court usually is determined by considerations beyond the control of office management, *i.e.*, hours of court. Where the Clerk makes a determination that a “flex work schedule” is needed or viable for an operation within a department within a district and an individual employee requests a “flex work schedule,” then by mutual agreement the employee would be able to work a “flex work schedule.” A “Flex work schedule” could consist of earlier start/earlier quit or later start/later quit, split shifts or four (4) ten hour days, etc. It is further understood that once having determined the need for or the viability of a

“flex work schedule” the Clerk will not deny any individual request in an arbitrary and capricious manner. In those instances where more than one employee requests a “flex work schedule” that Management has determined is needed, and there are more requests than there are employees needed, the employees granted a “flex work schedule” will be chosen by skill, ability and seniority. Where employees in a given location have requested flex schedules for their own reasons and Management has determined that one or more flex schedules are viable, but the number of employees requesting the flex schedule exceeds the number of employees that Management determines it can permit to work a flex schedule, then the Employer will decide which requests will be granted on the basis of seniority (considering only the flex schedule requests that have been submitted as of the date Human Resources makes the decision). It is further understood, and the parties hereby stipulate and agree, that it is not the intent of this provision to modify Article IV, Section 1.E of this Agreement.

#### **Section 6. Off-Peak Shifts**

Employees scheduled to work regularly scheduled off-peak shifts that start on or after 12:00 noon and prior to 6:00 a.m., excluding employees working in those Courts pursuant to Section 5 of this Article, shall be compensated an additional sixty-five cents (\$.65) per hour above the employees' regularly hourly rate, provided further that those employees who discontinue these work assignments for any reason shall also relinquish their entitlement to this additional compensation.

#### **Section 7. Work On Special Projects**

From time to time Management determines that it is appropriate to conduct a Special Project in order to attend to operational needs in a particular Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) by augmenting the regular workforce of that Division, District, or

Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) by temporarily assigning additional personnel from one or more other Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) to perform work there.

Whenever the Employer decides to conduct a Special Project, the Union will be notified prior to the posting of a notice to employees requesting volunteers for the Special Project. That posting will include the skills or qualifications necessary to work on the project and the expected duration of the project. If the operational need for employees in one or more particular classification(s) at a particular Division, District or Department is such that allowing employees in that particular classification to volunteer for a Special Project at another Division, District or Department would create a shortage of employees in that particular classification, Management may specify in the posting that employees in that particular classification from that particular Division, District or Department will not be eligible for the Special Project at another Division, District or Department.

Each Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) will maintain a Special Projects list of its employees, arranged in seniority order. Whenever a Division, District, or Department (Accounting Department, Procurement Department, Audit Services, or 1<sup>st</sup> Municipal Criminal Department) is called upon to supply qualified personnel to work on a Special Project at another Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) and there have not been enough volunteers for that Special Project, Management will assign qualified employees to work on the Special Project on a rotating basis, in inverse seniority order, starting with the least senior

qualified employee on the list. However, if the posting for the Special Project has specified that employees in one or more particular classification(s) from a particular Division, District or Department will not be eligible to volunteer for the Special Project due to operational needs, those employees in that particular classification also will not be subject to being forced in inverse seniority order to work on that Special Project.

Any employee who is assigned to work on a Special Project in accordance with the preceding paragraph (that is, an employee who has not volunteered for the Special Project assignment) who will be working in a different work location or who will be working different hours than that employee's regular assignment can, upon request, delay his or her Special Project assignment for seven (7) calendar days.

No employee will be required to continue working on a Special Project for more than forty-five (45) calendar days. If the Employer determines that the Special Project will continue longer than forty-five (45) calendar days, any employee who notifies the Employer that he or she does not wish to remain on the Special Project longer than forty-five (45) days will be returned to his or her regular assignment and will be replaced on the Special Project by the assignment of another employee who volunteers or another employee from the Special Project list without need of any further posting.

An employee who works a Special Project will not be assigned to a subsequent Special Project until his or her name is again reached on the rotating list. If an employee is excused by Management from a particular Special Project assignment, that employee will be assigned to work on the next Special Project before any more senior employees are assigned to that next Special Project.

Where an employee working on a Special Project incurs extra mileage or extra travel

expenses that are subject to reimbursement under Cook County policy, the Employer will endeavor to expedite the payment of such reimbursement to the employee once the employee has submitted the required documentation.

Employees who are temporarily assigned to a Special Project at a Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) (other than their regular one) will be eligible for overtime and weekend work on the Special Project at that temporary work location along with the regular employees of that Division, District, or Department (Accounting Department, Procurement Department, Audit Services Department, or 1<sup>st</sup> Municipal Criminal Department) who are qualified to perform the Special Project work.

Those employees who are temporarily assigned to a Special Project at another work location will also remain eligible to volunteer for any overtime and weekend work that is available at their regular work location, so long as:

- (a) The employee will be able to work all of the hours posted for the overtime or weekend assignment that he or she wants at the regular work location and still fulfill the requirement to work all of the posted hours for the assignment at the temporary work location;
- (b) Once overtime or weekend work at the regular work location has been offered to –and accepted by– an employee, the employee cannot withdraw from that assignment in order to work any overtime or weekend assignment that is subsequently posted for his or her temporary work location; and
- (c) Once overtime or weekend work at the temporary work location has been offered to – and accepted by – an employee, the employee cannot withdraw from that assignment in order to work any overtime or weekend assignment that is subsequently posted for his or her regular work location.
- (d) If an employee has to travel over twenty (20) miles (one-way) from his or her home for the Special Project, the Employer will credit that employee with two (2) hours of comp time for that day.

## **ARTICLE V**

### **SENIORITY**

#### **Section 1. Probationary Period After Hire or Rehire**

The probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. Any employee's probationary period may be extended for an additional sixty (60) calendar days by agreement of the Employer and the Union. If the probationary employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed.

A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of this probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire. Upon completion of the probationary period, a new employee will be placed at the zero (0) point level of the Attendance Discipline Policy.

#### **Section 2. Definition of Seniority**

For purposes 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.

When a part-time employee becomes a full-time employee with the Clerk of the Circuit Court, seniority shall be calculated based on fifty percent (50%) of that employee's years of continuous service, in a part-time capacity, with the Clerk of the Circuit Court.

#### **Section 3. Reduction in Work Force, Layoff and Recall**

Should it become necessary to decrease the number of employees within a job classification,

the employees in the classification shall be laid off in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) calendar days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in that classification within the work location. The least senior employee displaced in the work location shall be placed in the position of the least senior employee in the classification in the bargaining unit.

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

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in the next lower classification in the classification series, first by work location, then within the bargaining unit, in accordance with the seniority provisions of this Agreement. Employees who have previously served in another classification outside their classification series shall also be offered the right to displace the least senior employee in that classification, first within the work location, then within the bargaining unit.

An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in a vacant position in the next lower classification at his/her work site. In the event that no such vacancy exists, said employee may choose to bump the least senior employee in the next lower classification at the work site.

In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is filled by an employee who has not completed the probationary period, all in accordance with the seniority provisions of this Agreement.

In the event there are no vacancies within the bargaining unit, employees will be offered any other vacancies under the jurisdiction of their Employer. For the purpose of this Article, Employer shall be defined as the Clerk of the Circuit Court of Cook County. Where the Employer is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph. Employees not having rights to any job in their current classification or another classification shall be considered laid off.

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

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

All the above is conditioned upon the employee's ability and fitness to perform the job.

#### **Section 4. Return to Represented Unit**

A. An employee who is promoted or transferred out of the represented unit, and who the Employer later transfers back to the unit within ninety (90) calendar days of the promotion or transfer shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred. The Employer may place such employee in his/her former unit position or in a vacant

unit position of the same grade. The Employer will give the Union notice within two (2) working days of the effective date of any such promotion, transfer or return to the represented unit.

B. An employee who is promoted or transferred out of the represented unit and who the Employer later transfers back to the unit more than ninety (90) calendar days after the promotion or transfer shall upon return to the represented unit be granted an adjusted seniority date (other than for vacation credit purposes). That adjusted seniority date will include his/her service within the represented unit prior to the promotion or transfer, but not the period of service outside the represented unit. The Employer shall place such employee in whatever vacant entry level position the Employer deems appropriate. The Employer will give the Union notice within two (2) working days of the effective date of any such promotion, transfer or return to the represented unit.

#### **Section 5. Termination of Seniority**

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

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or a designee (by the end of the second hour after the employee's scheduled start time) of the reason for the absence, unless the Employee has an explanation acceptable to the Employer for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
- (e) absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than two (2) years of service when the absence began, or twenty-four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

- (f) failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

#### **Section 6. Transfer of Stewards**

Employees acting as Union stewards shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

#### **Section 7. Seniority List**

Beginning February 1<sup>st</sup>, the Employer shall furnish the Union a list showing the name, number, address, classification, work location, and last hiring date with the Employer of any employee in a bargaining unit title, excluding those employees exempted from bargaining unit membership under existing or future certification. The Employer shall provide the Union with the list in digital form (flash drive, CD, electronic mailing, or any other like form) every sixty (60) days. The Employer shall post a similar list without Employee addresses every six (6) months. 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 the list or it will be considered correct and binding on the employee and the Union for the period of time.

#### **Section 8. Information to Union**

The Employer shall monthly notify the Union in writing as to the following transactions involving bargaining unit employees within each division, if available in the Employer's records: new hires, promotions, check off revocations, leaves, demotions, layoffs, reinstatements,

suspensions, returns from leave, retirements, resignations, terminations, discharges, social security numbers and any other information mutually agreed to by the parties. Teamsters Local #700 shall, upon request, receive such information in a digital format, where available.

## ARTICLE VI

### **JOB POSTING FOR PROMOTIONS AND TRANSFERS**

#### **Section 1. Lateral Transfers**

Before filling all vacancies, the Employer shall first attempt to fill the vacancy by transferring an employee who has requested a lateral transfer to that position on the Lateral Bid Form. If prior discipline for poor work performance or other prior discipline that is relevant to the duties of the vacant position establishes that the senior employee requesting that position as a lateral transfer would not be suitable, then the Employer will select the next-most-senior employee who has also requested that position as a lateral transfer. Lateral transfers shall be awarded to the most senior employee who has requested the open position. Lateral transfers shall be awarded for the same grade and title within a facility or between facilities. If no lateral transfer has been awarded for an entry-level position, then the Employer shall fill the position by hiring from outside the Clerk's Office. Lateral Bid Forms shall be distributed to employees every six months.

#### **Section 2. Promotions (Open Positions and Awarded Positions)**

For job vacancies other than entry-level positions and semi-automatic promotions, the Employer will post such open positions (vacancies) on a quarterly basis, if funding is available. Before hiring into an entry-level position, posting a vacant position, or promoting through the semi-automatic process, the Employer will consider any employee who has requested that position through the lateral bidding process.

- (a) if that vacancy is created by an employee who is on an approved leave utilizing remaining accrued time prior to resignation, the Employer will nonetheless post the vacancy for bidding on a contingency basis (*i.e.*, post now but not to become effective until a future date); the position may be

filled by a temporary transfer;

- (b) an employee may laterally bid on a posted vacancy to another location, with the same grade and title;
- (c) notwithstanding the above, in the event of a freeze or any decision pursuant to Article II, Section 1, the above would not apply.

Notice of all promotional postings will be placed in the Workplace Journal; in addition it shall be posted in each district, division, and department, including the branch courts (rather than distributing a copy of the entire promotional posting booklet to each employee). The Chief Deputy Clerk will have a promotional posting booklet for review upon request. The Union shall be provided with a copy of the promotional posting booklet (including the job descriptions) and it shall be available on the intranet.

### **Section 3. Posted-Position Vacancy**

It is the policy of the Employer that to the extent possible all awards for posted positions shall be made from within the Clerk's Office from available members of the bargaining unit and on the basis of management operational needs and job related skills, ability, and seniority.

The parties agree that a "temporary vacancy" is any vacancy where it is contemplated that the employee will return to his or her position. Examples of "temporary vacancies" include but are not limited to vacancies caused by disability leaves, maternity leaves, and military leaves.

All promotions to a posted position vacancy will be determined by assessing the bidders' skills and abilities, followed by seniority. If skills and abilities are relatively equal, the most senior bidder shall receive the position. The promotion decision will be made based on a written evaluation using a uniform rating system which may consider factors including (but not limited to) evaluation scores, job-related training, education, interviews, discipline history relevant to the position, and time actually performing the job or the work, along with a demonstrated ability to do the same. The

Employer shall provide all employees who applied for a posted position with an opportunity to submit a written interview.

Regarding posted vacancies under Sections 2 and 3, the time period from notice of the vacancy until the posted position is filled shall not exceed five (5) months.

Employees shall be allowed, upon written request, to view and make copies of all evaluations involving themselves completed by management personnel. Copies will be made available within seven (7) calendar days upon request in accordance with the Illinois Personnel Records Review Act. Any such evaluation may be made the subject of a grievance only if the employee alleges that the evaluation has been done in an arbitrary or capricious manner.

The parties agree that the Employer may develop and implement testing procedures in order for employees to qualify for various positions as the Employer determines. Such tests will be non-discriminatory, reasonable and related to the basic functions of the positions, and the tests shall be subject to the grievance procedure.

Vacancies in the following job classifications will be posted for bidding (if funding is available):

- Accountant I – grade 11
- Administrative Assistant I – grade 12
- Administrative Aide II – grade 16
- Computer Operator I – grade 12
- Court Clerk I – grade 13
- Court Clerk Trainer -- grade 15
- Warrant Clerk – grade 13
- Motor Vehicle Driver I (Courts) – grade 11

#### **Section 4. Semi-Automatic Promotions**

When a higher-grade open position is to be filled by semi-automatic promotion, the senior employee in the next lower grade will be considered for the available higher grade. If the

Employer determines in good faith [on the basis of prior discipline for work performance or other prior discipline that is relevant to the duties of the higher grade position] that the senior employee is a less suitable candidate to fill that position, then the second most senior employee will be selected to fill the position. The same principle will apply, in descending seniority order, if the second (or third, etc.) most senior employee is similarly unsuitable due to prior discipline. If no other employee in the lower grade position is suitable, the vacancy will be filled through the posted bidding process.

The locations within which semi-automatic promotions will occur for the various positions within the Clerk's Office shall be as follows:

A. Semi-Automatic Promotion For Court Clerks Assigned To Certain Locations:

For Court Clerk II vacancies in all Divisions, Departments and Districts listed under Section 4.A, the process of semi-automatic awards from Court Clerk I to a Court Clerk II will be considered based on seniority regardless of the team or branch the Court Clerk I is assigned (e.g., major or minor courtroom Court Clerk I in the Traffic Division in Daley Center) as follows:

- (1) Criminal Division at 26<sup>th</sup> and California;
- (2) Domestic Violence Courthouse (except Branch 46);
- (3) Law Division;
- (4) Chancery Division;
- (5) Probate Division;
- (6) County Division;
- (7) Civil Division;
- (8) Domestic Relations Division;
- (9) Traffic Division;

- (10) Juvenile Justice Division;
- (11) Child Protection Division;
- (12) Child Support Division;
- (13) Criminal Department including Branch 2, Branch 23, Branch 29, Branch 34, Branch 35, Branch 38, Branch 42, Branch 43, Branch 44, Branch 46, Branch 48, Branch 50, Branch 57, Branch 66, and Branch 98 (all considered a single location for the purpose of Article VI, Section 4);
- (14) Central Bond Court, Branch 1; and
- (15) Suburban Districts 2 through 6 (each considered a separate location for the purpose of Article VI, Section 4).

**B. Semi-Automatic Promotion For All Other Positions**

Awards into semi-automatic vacancies will be considered based on seniority to the most senior employee in the next lower grade at that location for all other positions not previously covered in Sections 1, 2, 3, and 4.A as follows:

- (1) Suburban Districts 2 through 6 (each considered a separate location for the purpose of Article VI, Section 4);
- (2) Divisions located within the Daley Center (Chancery, Civil, Civil Appeals, Domestic Relations, County, Law, and Probate), Departments located within in the Daley Center (Accounting Department, Archives Department, and Criminal Department);
- (3) Traffic Division located within the Daley Center and at 26<sup>th</sup> and California (all considered a single location for the purpose of Article VI, Section 4);
- (4) Departments located within 69 West Washington Street including Procurement, Audit Services, Public Information, and Management Information Systems (all considered a single location for the purpose of Article VI, Section 4), excluding Computer Operators in MIS;
- (5) The Criminal Division located at 26<sup>th</sup> and California;
- (6) The Domestic Violence Courthouse;

- (7) The Criminal Department branch courts locations including the following: Central Bond Court at Branch 1, Branch 2, Branch 23, Branch 29, Branch 34, Branch 35, Branch 38, Branch 42, Branch 43, Branch 44, Branch 46, Branch 48, Branch 50, Branch 57, Branch 66, and Branch 98 (all considered a single location for the purpose of Article VI, Section 4);
- (8) Juvenile Justice Division;
- (9) Child Protection Division;
- (10) Child Support Division;
- (11) Records Center, including the Print Shop;
- (12) Micrographics Department; and
- (13) Mail Room.

Positions will be filled within 60 days after the vacancy occurs. When a vacancy occurs in the months of December through February, it shall be filled within 60 days of the County Board budget approval for the fiscal year, and the Clerk's Office being provided access to the electronic budget.

#### **Section 5. Probationary Period for Promotions and Lateral Transfers**

##### **A. Probationary Period For Promotions**

All promoted employees will be on probation for sixty (60) calendar days unless extended by mutual agreement of the parties or unless the following occurs. If the promoted employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed. If the promoted employee is not performing satisfactorily during his or her probation period, the Employer shall return that employee to his or her former grade, but not necessarily to his or her former position. If no other vacancy in that grade is available at that location, then that employee who originally

received the promotion will be returned to his or her former position and work location. If that occurs, the chain of promotions and/or lateral transfers that resulted from that employee's promotion will be rescinded and any employee who received a resulting promotion and/or lateral transfer in that series will, in turn, be returned to his or her former position, pay grade and work location.

**B. Probationary Period for Lateral Transfers**

All lateral transferees will be on probation for sixty (60) calendar days unless extended by mutual agreement of the parties or unless the following occurs. If the lateral transferee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed. If the lateral transferee is not performing satisfactorily during his or her probation period, the Employer shall return that employee to his or her former position and work location if that position is still available. If that former position is not available, the Employer shall return the employee to his or her former grade and former work location, but not necessarily to his or her former position.

**Section 6. Declining a Promotion or Lateral Transfer**

**A. Declining A Promotion/Lateral Within 60 Days**

At any time during the first sixty (60) calendar days after receiving a promotion/lateral transfer, an employee may inform the Employer in writing that he or she has decided to decline that promotion/lateral transfer. If an employee does so, the Employer shall return that employee to his or her former grade, but not necessarily to his or her former position. If no other vacancy in that grade is available at that location, then that employee who has declined the promotion will be returned to his or her former position, pay grade and work location. If that occurs, the chain

of promotions and/or lateral transfers that resulted from that employee's promotion will be rescinded and any employee who received a resulting promotion in that series will, in turn, be returned to his or her former position, pay grade and work location.

B. Declining A Promotion/Lateral After 60 Days

At any time after sixty (60) calendar days after receiving a promotion/lateral transfer, if an employee requests in writing to decline that promotion/lateral transfer and thereby relinquish the promotion/lateral transfer, the Employer shall return that employee to his or her former grade if a vacancy exists at that time at that location. If no vacancy at the former grade is available at that location, the employee will be placed in the lowest entry-level grade.

**Section 7. Temporary Transfers**

Approval of a request for a temporary transfer, not including a compassionate transfer, will be based on management operational needs and job related skills, ability, and seniority. Temporary transfers, will be for no longer than six (6) months, unless an extension is approved by the Employer in consultation with the Union. Approvals and denials of temporary transfer requests shall be communicated in writing.

**Section 7.1 Temporary Compassionate Transfers**

Approval of a request for a temporary compassionate transfer will be considered when the employee provides documentation to establish the existence of an extraordinary hardship arising out of an emergency, or medical situation, or other unusual circumstance, and where a compassionate transfer can reasonably be expected to eliminate or alleviate that hardship. Temporary compassionate transfers will be for no longer than six (6) months, unless an extension is approved by the Employer in consultation with the Union. Approvals and denials of temporary compassionate transfer requests shall be communicated in writing.

### **Section 8. Part-Time Employees Seeking Full-Time Positions**

Any part-time employee who notifies the Employer in writing that he or she wishes to be promoted to an open full-time position in the same grade and title will be considered for the open full-time position if there is no lateral requests or it is not a semi-automatic rather than hiring a new employee from outside the Clerk's Office unless prior discipline for poor work performance or other prior discipline that is relevant to the duties of the full-time position establishes that the part-time employee would not be suitable for the full-time position. If selected, the employee will serve a ninety (90) day probationary period.

## **ARTICLE VII**

### **TRAINING**

#### **Section 1. Cross-Training**

A non-probationary employee may submit a request for cross-training in a specific job function to his or her Chief Deputy Clerk or department head. Copies of such request shall be maintained by the Chief Deputy Clerk or department head.

When the Chief Deputy Clerk or department head makes a determination to cross-train employees for a specific job function, the selection shall be made from those employees who submitted a request for cross-training for that specific job function. Of those employees who requested cross-training on that specific job function whom the Employer has determined have the skills and abilities necessary to undergo the cross-training, the Employer will select the most senior employee, subject to operational needs. If an employee is not selected for cross-training because of operational needs, the Employer will endeavor to cross-train another employee in that employee's job function so that the first employee will become available for future cross-training opportunities. Cross-training shall not exceed ninety (90) consecutive days and shall not be used to fill temporary

vacancies. Furthermore, if that specific job function is posted for bid, which an employee is being cross-trained in, his or her cross-training in that job shall not in and of itself be used as the sole criterion in the evaluation of skills and abilities for promotion to that job. Employees who complete their 90-day cross-training shall return to their former position within two (2) weeks.

If the employee or the supervisor doing the cross-training should miss one or more working days during the cross-training period, the cross-training period may be extended for a period equal to the number of working days missed.

### **Section 2. Courses and Conferences**

The Employer shall post courses, conferences and training events as soon as they become available, in all districts/divisions. 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 all reasonable costs related to attendance at courses or conferences that an employee is required to attend at the request of the Employer.

It shall be the policy of the Employer to provide job related training as needed.

The Employer can establish a training program that will result in the certification of certain job categories. The training when established at no cost to the employees, will be after hours, will be voluntary, not be a requirement for promotion, but will enhance the promotability of the employee.

Subject to the available number of slots in said programs, no employee's request to take part in such program will be denied. Employees shall indicate their desire in writing to attend such courses within 10 working days after the notice announcing the course has been posted. Selection

among employees, who have indicated their desire, shall be made on the basis of seniority.

If an employee has signed up for a course, she/he may not reapply to attend the same course until all other employees who have signed up for such course have had an opportunity to attend.

### **Section 3. Training**

Nothing in Section 1 above shall prohibit the Employer from training the employee to perform his/her job functions, or to train for a position for up to four (4) months, based on operational needs.

The Employer will select the least senior employee within that department for that training, unless that employee has already been required to accept another training assignment within the prior twelve (12) months (in which case the Employer will select the next employee by inverse seniority). The employee selected shall be given appropriate training by a manager or department head.

When the employee is no longer being trained by a manager or department head, the employee will be returned to his/her former position.

## **ARTICLE VIII**

### **HOLIDAYS**

#### **Section 1. Designation of Holidays**

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

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Presidents' Day - Third Monday in February.
5. Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October

10. Veteran's Day - November 11
11. Thanksgiving Day
12. Christmas Day - December 25

It is the intent of the Employer that all salaried employees be granted these twelve (12) holidays, plus the floating holiday provided in Section 2, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

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

### **Section 2. Floating Holiday**

A. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the Employer's current practice for compensatory time or accrued time. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice, provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

B. If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate; or 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory

time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

**Section 3. Holidays in Vacations**

If a holiday falls within an employee's scheduled vacation, such employee will not be charged a vacation day for the day on which the holiday falls.

**ARTICLE IX**  
**VACATIONS**

**Section 1. Vacation Leave**

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

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

B. 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 days per pay period. Employees must be in pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.

D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days in the initial vacation allowance may be allowed after

the first six (6) months of service. The Employer may establish the time when the vacation shall be taken.

E. Any employee of the Clerk of the Circuit Court who has rendered continuous service to the County of Cook, City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the Clerk 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 Clerk of the Circuit Court, a certificate of such prior service from such former place or places of employment.

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

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

H. Any Clerk employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with the Clerk, shall be the same as if employment had continued without interruption by Military Service.

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

## **Section 2. Vacation Preference and Scheduling**

In order to permit maximum employee choice while assuring efficient operations

throughout the year, employees shall select their vacations in the following manner.

During the first week of December of each year, the Employer will post a vacation schedule for the next vacation year in and for each department, unit, job title, classification, etc. That schedule will indicate for each week of the vacation year how many employees in each department, unit, job title, classification, etc. will be permitted to be on vacation at the same time. The vacation year will be the period from February 1 through January 31.

Management intends to maximize the number of employees who may take vacation on any given day or week. Even though it is anticipated that two or more employees within a particular department, unit, job title, classification, etc. may take vacation at the same time, to allow management flexibility, it is within management's discretion to determine the number of employees who may take vacation based on the operational needs of the office.

Employees shall have four weeks from the date of the posting to indicate on their department, unit, job title, classification, and etc. vacation schedule their preference for vacation weeks. Personal days under Article XV, Section 3, may be pre-scheduled as additional vacation leave, provided that the employee will have earned the personal day(s) by the time of the vacation and provided that such personal day(s) are requested in conjunction with vacation days in a contiguous week.

If the number of employees within a given department, unit, job title, classification, etc. who select a particular week or weeks exceeds the number of employees the Employer has indicated will be permitted to go on vacation during that time period, vacation requests shall be granted in order of seniority, and the least senior employee shall select some other available vacation period. All disapprovals shall be conveyed to the employee within 7 working days following the completion of the four-week posting.

Any employee who declines to select his or her vacation at the time the schedule is posted in December, and any employee who selects a vacation period in December but subsequently wishes to reschedule his or her vacation period shall be permitted to pick any week or weeks which remain open on their department, unit, job title, classification, etc. vacation schedule but they shall not be permitted to bump anyone who already selected a vacation on the schedule posted in December that was approved.

### **Section 3. Accrual Rates**

The Employer may implement new methods of calculating vacation and sick leave accruals under this Agreement consistent with County ordinance and policy provided that the Union is given 30 days notice of the change in accrual method, and provided that there is no change in the annual vacation and sick leave entitlement as set forth herein.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

#### **Section 1. Use of Benefit Time**

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

#### **Section 2. Personal Leave**

An employee not affected by the leave of absence rules of Cook County may be granted a personal leave of absence without pay by the Clerk of the Circuit Court with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment with the Clerk, not to exceed one (1) year, except for military service.

An employee desiring a personal leave of absence shall make written application to his/her

immediate supervisor, who will then refer the application to the Clerk of the Circuit Court/Designee. If approved by the Clerk of the Circuit Court/Designee the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested.

An employee granted an involuntary leave of absence (maternity leave, disability, all leaves for illness), shall be eligible, when such leave expires, to receive the salary and the same or comparable position as that held at the time the leave was granted. (If no comparable position is available, the returning employee will be entitled to replace the person temporarily appointed to that position. All persons temporarily appointed to fill the position of a person on leave will be advised of this provision but the language in this contract will nonetheless serve as Notice to that employee.) A person on a discretionary leave (all leaves other than those identified above as involuntary) is guaranteed a position upon return but not necessarily at the same salary grade or duties. An employee returning from a discretionary leave will be given priority to be placed in a comparably-paid position for which they have the skills and ability to perform. If an employee is on a discretionary leave for less than 30 days, that employee will be entitled to the same position on conclusion of the leave. These leaves are granted by the Clerk of the Circuit Court with the concurrence of the Comptroller of Cook County.

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

### **Section 3. Family Responsibility Leave**

Employees shall be granted maternity or paternity leaves of absence to cover periods of

pregnancy and post-partum childcare. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the 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 (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) workweeks 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 Medical Leave Act ("FMLA") leave, *i.e.*, up to twelve (12) weeks and meeting FMLA standards.

#### **Section 4. Educational Leave**

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the 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 5. Seniority on Leave**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan. Nor shall such period count toward an employee's entitlement to automatic progression in

wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

#### **Section 6. 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 VII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

#### **Section 7. Union Leave**

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union, which requires absence from the job. When such leave expires, such employee shall be eligible to receive the salary and the same or comparable position as that held at the time that the leave was granted. 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 National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Elected delegates will be permitted to attend a national and/or state Teamster convention once every year without loss in pay for the time spent en route to and from, and attending the convention, up to two (2) days for a national and/or

state convention. This benefit shall be extended to six Teamster delegates.

The parties agree that the employee/delegates shall suffer no loss of benefits due to their attendance at such National and/or State convention.

### **Section 8. Military Leave**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

### **Section 9. Veteran's Conventions**

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

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

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

#### **Section 10. Approval of Leave**

No request for a leave, as defined in Sections 2, 3, 4 and 7 of this Article, will be considered unless approved by the Clerk of the Circuit Court and the Clerk of the Circuit Court shall not grant such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

#### **Section 11. Jury Duty**

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the Employer by said officer or employee.

#### **Section 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 a 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 13. Doctor's Statement**

An employee who has been off duty for five (5) consecutive working days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the Employer's physician before returning to work. The employee must provide the Labor Relations Department with an original signed doctor's statement (not a photocopy) and the statement must specify the medical facts regarding the absence and the beginning date and (if possible) the ending date of the employee's incapacity.

For health related absences of less than five (5) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances (a) where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absences or (b) where the employee does not use accumulated time for the absence and is requesting that the Employer waive the imposition of any points for that absence under the Attendance Policy. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

The Labor Relations Department will keep all medical records confidential, in accordance with applicable state and federal statutes and regulations.

#### **Section 14. Light Duty**

An employee who, because of injury or illness, is temporarily unable to perform his or her regular assignment may request temporary reassignment to a light duty assignment, that is, an assignment that the employee is able to perform safely and efficiently. Requests for a temporary light-duty assignment must be accompanied by an original, signed statement (not a photocopy) by the employee's treating physician stating the medical facts regarding the injury or illness; the expected duration of the need for a light-duty assignment; and the nature of any work restrictions or accommodation.

Upon receipt of any request for a temporary light-duty assignment, the Employer will evaluate its workload and staffing and operational needs and determine whether it will be possible to grant the request.

Such assignment may include work normally done by employees in a lower classification. The Labor Relations Department will keep all medical records confidential, in accordance with

applicable state and federal statutes and regulations.

**Section 15. Promotion Of Employees Who Are Out Of The Workplace On A Leave**

In order to be selected for any promotion or lateral transfer, an employee must have returned to work full time and be able to perform the essential functions of the new position within ninety (90) days from the Clerk's Office effective award date. Consequently, any employee who has not returned to work within the ninety (90) day time period will not receive the position. The promotion will be awarded to the next eligible employee. If no such employee exists, the position will be posted.

Such employee will again be eligible to be selected for any future promotions or lateral transfers once he or she has returned to work full time.

**ARTICLE XI**

**HEALTH AND SAFETY**

**Section 1. 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 Safety Officer for the Clerk of the Circuit Court of Cook County or such other individual as the Employer may designate.

**B. Health and Safety Committee**

The Employer and the Teamsters 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 Countywide 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).

## **Section 2. Fitness For Duty Medical Examinations and Inquiries**

Whenever Human Resources has a reasonable belief, based on objective evidence, that an employee has a medical condition (a) that may impair that employee's ability to perform essential job functions, or (b) that may cause the employee to pose a direct threat of substantial harm, Human Resources may direct medical inquiries to the employee and/or require the employee to submit to a medical examination. Any such medical inquiries or medical examinations will be conducted in accordance with the provisions of the Americans With Disabilities Act and any medical information obtained thereby will be maintained confidentially.

Employees who are required to submit to a medical examination shall be on paid work time for such examination.

Employees have the right to a second opinion from a physician of their choice. In the event that the County physician and the employee's physician disagree, they will mutually agree to select a physician covered by the Employer's health insurance policy to break the tie.

### **Section 3. Substance Abuse Committee**

The Employer and the Union jointly agree to formation of a Substance Abuse Committee which would be a subcommittee of the Labor Management Committee, to study and review issues pertaining to substance abuse in the workplace.

### **Section 4. Disabled Employees**

The Union and Employer agree that the Employer may afford employees who are considered disabled, special conditions of employment in relation to items such as sign-in and sign-out procedures and other considerations, which will allow disabled employees to function normally in relation to their disabled condition.

### **Section 5. 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:

A. 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.

B. 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.

C. 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. 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.

## **ARTICLE XII**

### **HEALTH BENEFITS**

#### **Section 1. Contributions: Health Benefits**

A. The Employer agrees to maintain the current level of employee and dependent health benefits in accordance with the Cook County Health Plan Design, as set forth in Appendix C.

B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1.5%) of their base salary as a contribution towards premiums, until May 31, 2008.

(1) Effective June 1, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	one and one-half percent (1.5%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	one and three-quarter percent (1.75%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	two percent (2.0%) of their base salary as a contribution towards premiums.
Employee Plus Family	two and one-quarter percent (2.25%) of their base

salary as a contribution towards premiums.

(2) Effective December 1, 2015, employees who have elected to enroll in the County's PPO health benefits plan shall contribute toward premiums as set forth below:

For Employees Only	one and sixty-five hundredths percent (1.65%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	two percent (2.0%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	two and four-tenths percent (2.4%) of their base salary as a contribution towards premiums.
Employee Plus Family	three percent (3.0%) of their base salary as a contribution towards premiums.

(3) Effective December 1, 2016, employees who have elected to enroll in the County's PPO health benefits plan shall contribute toward premiums as set forth below:

For Employees Only	one and three-quarters percent (1.75%) of their base salary as a contribution towards premiums.
For Employees Plus Child(ren)	two and one quarter percent (2.25%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	two and three-quarters percent (2.75%) of their base salary as a contribution towards premiums.
Employee Plus Family	three and three-quarters percent (3.75%) of their base salary 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 Teamsters Local #700. 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 during

the term of this contract, Teamsters Local #700 members shall receive the more favorable treatment as well.

C. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to the following percentage of their base salary as a contribution towards premiums:

(1) Effective June 1, 2008 through November 30, 2015, employees who have elected to enroll in the County's HMO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	one-half of one percent (.5%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	three-quarter of one percent (.75%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	one percent (1.0%) of their base salary as a contribution towards premiums.
Employee Plus Family	one and one-quarter percent (1.25%) of their base salary as a contribution towards premiums.

(2) Effective December 1, 2015, employees who have elected to enroll in the County's HMO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	three-quarters of one percent (.75%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	one and one-quarter percent (1.25%) of their base salary as contribution towards premiums.
Employee Plus Spouse	one and one-half percent (1.5%) of their base salary as a contribution towards premiums.
Employee Plus Family	two percent (2.0%) of their base salary as a contribution towards premiums.

(3) Effective December 1, 2016, employees who have elected to enroll in the County's

HMO health benefits plan shall contribute toward premiums as set forth below:

For Employee Only	one percent (1.0%) of their base salary as a contribution towards premiums.
For Employee Plus Child(ren)	one and three-quarters percent (1.75%) of their base salary as a contribution towards premiums.
Employee Plus Spouse	two percent (2.0%) of their base salary as a contribution towards premiums.
Employee Plus Family	two and three-quarters percent (2.75%) of their base salary 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 Teamsters Local #700. All employee contributions for Health Insurance shall be made on a pre-tax basis.

D. The PPO plan features deductibles and co-pay established under the 2008-2012 Collective Bargaining Agreement shall remain the same through November 30, 2015.

Effective December 1, 2015, the PPO plan deductibles and co-pays shall be revised in accordance with the Cook County Health Plan Design as listed in Appendix C.

E. The HMO plan feature co-pays established under the 2008-2012 Collective Bargaining Agreement shall remain the same through November 30, 2015.

Effective December 1, 2015, the HMO deductibles and co-pays shall be revised in accordance with the Cook County Health Plan Design as listed in Appendix C.

### **Section 2. Insurance Opt-Out**

The Employer agrees to pay \$800.00 on annual basis in a lump sum during the month of January to eligible employees who were in pay status for the previous year, who opt-out of the employer's health benefit program. Provided, that prior to opting-out of any 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 bi-weekly payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

### **Section 3. Hope Assistance Plan**

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 Hope Assistance Plan. In addition to the County's Employee Assistance Program (EAP), all Teamster bargaining unit members and their dependents are covered under the Teamsters Hope Assistance Plan. Effective December 1, 2008, the employer agrees to pay \$29.00 per year, per Teamster member, to fund HOPE Assistance Plan.

### **Section 4. Dental Plan**

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

### **Section 5. Vision Plan**

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

### **Section 6. 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 7. 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 childcare and medical expenses.

**Section 8. Life Insurance**

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

**Section 9. Insurance Claim Disputes**

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 10. Part-Time Employees**

It is understood that regular part-time employees in service on or before December 1, 1991, shall be entitled to pro-rated health benefits. Part-time employees employed for twenty (20) or more hours per week hired on or after December 1, 1991, shall be entitled to pro-rated benefits including Health/Hospitalization benefits.

The pro-rated cost to the employee will be based on the budgeted hours of the employee's position. The employee will pay their pro-rated share of the County's monthly premium not to

exceed fifty percent (50%).

Disability and Pension benefits for all part-time employees will be determined by the provisions of the Cook County Employee's Pension Plan

**Section 11. Health Benefits For Domestic Partners**

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.

**ARTICLE XIII**

**WELFARE BENEFITS**

**Section 1. Hospitalization Insurance**

The Employer agrees to continue payment of employee hospitalization insurance premiums at current levels in conjunction with the hospitalization plan of the County of Cook. The Employer will embark on a cost containment program, however, which may result in future benefit changes. The Employer will negotiate with the Union before any proposed changes in hospitalization benefits are implemented.

The Employer and the Union agree to the formation of a Joint Labor/Management Advisory Committee on insurance benefits. The committee will study cost containment provisions and explore proposals to expand health benefits that do not reduce existing benefits or shift costs to employees. The committee will review any problems with the claims administration of the Employer's plan. The committee will meet on a quarterly basis unless mutually agreed otherwise.

**Section 2. Sick Leave**

A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period in which an employee is in a pay status for a minimum of

five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the Clerk's Office as long as there is no break in service longer than thirty (30) calendar days.

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

C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

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

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

### **Section 3. Disability Benefits**

A. 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.

B. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

C. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability or ordinary disability.

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

#### **Section 4. Pension Plan**

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 40 of the Illinois Compiled Statutes.

#### **Section 5. Layoff 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.

## ARTICLE XIV

### EDUCATIONAL BENEFITS

#### Section 1. Educational Fund

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all Teamsters Local #700 bargaining unit employees. The amount allocated shall be an aggregate total of Forty Thousand Dollars (\$40,000.00) for all Teamster 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. It is understood that the educational benefits provided herein are intended to supplement already existing educational benefits.

## ARTICLE XV

### ADDITIONAL BENEFITS

#### Section 1. Bereavement Leave

A. 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, domestic partner (as defined in County resolution), 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; except where the funeral is to be held out of Illinois and beyond the states contiguous to Illinois, the employee shall be entitled to a maximum of five (5) normal days of 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.

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

### **Section 2. Maternity/Paternity Leave**

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

### **Section 3. Personal Days**

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

Employees entitled to receive such leave, who enter employment with the Clerk's Office during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day [for full-time employees] and one-half (1/2) day [for part-time employees] 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 fiscal quarters. No more than four (4) personal days may be used in a fiscal year. The carryover of personal days will be allowed to the extent consistent with County ordinance and policy.

Personal days may be prescheduled as additional vacation leave in accordance with Article IX, Section 2 provided that the employee will have earned the personal day(s) by the time of the vacation and the personal day(s) are requested in conjunction with vacation days in a contiguous week. 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 the approval of the Clerk or her designee. In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

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

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

#### **Section 4. 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); 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 5. Direct Deposit**

The County will maintain a direct deposit program to the bank of the employee's choice. The receiving bank must be capable of receiving direct deposit.

**Section 6. Pay Checks**

The Employer shall endeavor to have paychecks distributed by 2:00 p.m. on paydays. The Employer will endeavor to have overtime checks and off-peak shift checks ready for distribution within two (2) weeks of the last day of the pay period during which the overtime or off-peak shift compensation was earned. If the regular payday falls on a court holiday and the County makes paychecks available to the Employer on the workday prior to the holiday, the Employer will make arrangements so that interested employees will have an opportunity to obtain their checks on the workday prior to the holiday. The parties recognize that even if such checks are distributed early they may still bear the date of the regular payday.

**ARTICLE XVI**

**DISCIPLINARY ACTION POLICY AND PROCEDURE**

**Section 1. General**

It is expressly understood and agreed that the Employer has the sole right to establish, implement, and modify reasonable rules and regulations governing employee conduct.

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to

the discipline and after the Employer has had a reasonable period of time to investigate the matter.

### **Section 2. Manner of Discipline**

“Discipline” including but not limited to investigations, corrective discussions and corrections, shall be given in a private manner, and wherever practicable in the Chief Deputy's Office or other private office in a timely manner.

Investigations of any alleged misconduct incident will be initiated in a timely manner once the Employer has become aware of the alleged incident of misconduct. Once the Employer has completed its preliminary investigation (if the Employer has concluded that the preliminary investigation indicates that misconduct did occur), the employee will be so advised in writing and the employee will then have seven (7) business days to submit any evidence or arguments the employee wishes the Employer to consider in defense or in mitigation. The Employer will then duly consider the employee's submission and will reach a decision within forty-five (45) calendar days as to whether just cause for discipline exists. Within ten (10) business days of the Employer's deciding whether just cause for discipline exists, the Employer will notify the employee in writing that the investigation will be closed without further action or that the Employer intends to impose specified discipline.

While the investigation is pending, an employee shall not have his or her work assignment, work hours, or work location changed unless the alleged misconduct involves violence, the threat of violence, unlawful harassment of a coworker, financial impropriety, or other alleged serious misconduct which, if proven, would justify the Employer not leaving the employee in particular a position of trust during the course of the investigation.

### **Section 3. Form of Discipline**

The Employer and Union agree with principles of fairness and consistency in imposing

discipline. Unless the misconduct is of so serious a nature as to warrant immediate suspension or discharge, disciplinary action should be timely and progressive and will include the following steps:

Corrective Discussion

Verbal Warning, accompanied by corrective discussion

Written Warning, accompanied by corrective discussion

Suspension, accompanied by corrective discussion

Discharge

In determining what disciplinary action is appropriate, the Employer will consider factors such as the nature and gravity of the infraction, the employee's disciplinary record and any mitigating circumstances. Disciplinary action may only be appealed in accordance with the Grievance Procedure.

#### **Section 4. Training**

The Employer will train supervisors in the administration of its Disciplinary Action Policy and Procedures.

#### **Section 5. Representation**

Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. However, if an employee chooses not to have the Union Representative appear on the employee's behalf, the Representative may act as a non-participating observer at any Third Level Grievance Meeting/Personnel Review Board Hearing.

#### **Section 6. Notification**

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting. 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, the Employer shall notify the Union as well as the employee of the meeting and the reason therefor. 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 7. Temporary Suspension**

A temporary suspension “with pay” may be given prior to any step of Disciplinary Action when the presence of the employee is dangerous or will result in the disruption of operations or when a serious infraction is alleged and time is needed to conduct an investigation.

#### **Section 8. 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. Suspensions of three (3) days or less will be purged from an employee’s record if the employee is free from the same or similar offense for twenty-four (24) months. Although suspensions longer than three (3) days 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.

### **ARTICLE XVII**

#### **GRIEVANCE PROCEDURE**

##### **Section 1. Definition**

A grievance is a difference between an employee or the Union and the Employer with

respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. 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. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the Clerk of the Circuit Court or his/her designee.

**Section 2. Representation**

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

**Section 3. 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 (calendar days) For Submission</u>	<u>Person To Whom Submitted</u>	<u>Time Limit For Meeting</u>	<u>Response Due</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Department Head/Designee	10 days	10 days
3	30 days	Clerk of the Circuit Court/ Designee	30 days	30 days

4	30 days	Impartial Third Party	30 days	30 days
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The Step Three grievance meeting will be combined with the Personnel Review Board (PRB) hearing in those instances resulting in disciplinary action consisting of a discharge. The employee must file his or her request for a Step Three Grievance meeting/PRB hearing within 5 days of receipt of the discharge notice. The Step Three Grievance Meeting/PRB hearing will be held within thirty (30) calendar days of the filing of the employee's request, unless the parties agree to some other date. Within fourteen (14) calendar days of the filing of the employee's request for the Step Three Grievance Meeting/PRB hearing, the Employer will provide the Union with copies of any investigative report and any witness statement(s) that are relevant to the discharge.

Subsequent to the hearing and decision of the PRB, the Union in its sole determination in accordance with Article XVII, Section 9, may elect to submit the matter for resolution to an impartial third party. A decision will be rendered within 30 days of the hearing.

The PRB proceeding is intended to determine the facts and to determine whether the Employer has just cause for discharge, as well as to give the Employer and the Union the opportunity to resolve any grievances regarding the discharge. Consequently, the Hearing Officer shall allow the Employer and the Union to introduce whatever evidence and arguments they deem appropriate, without regard for formal rules of evidence. This shall not be construed as a waiver of the right of either party to object to the introduction or consideration of any testimony or other evidence at any subsequent arbitration hearing or judicial proceeding.

If, during the period covered by this Collective Bargaining Agreement or any extension thereof, the Employer decides to discontinue the PRB hearing procedure for employees who have been discharged, then the employee will retain the right to file his or her request for a Step Three

Grievance Meeting within 5 days of receipt of the discharge notice.

#### **Section 4. Grievance Meetings**

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative and the Union 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 herein.

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. The Committee shall not contain more than 5 appointees from each party. The Employer and the Union representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

The Employer and the Union are both desirous of creating a more efficient grievance process. In furtherance of such the Employer and the Union 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.

### **Section 5. Time Limits**

The initial time limit for presenting a grievance shall be thirty (30) days; and a thirty (30) day time limit shall apply to hearings and decisions at Step three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but the grievant shall have the right to advance the grievance to the next step. And in the case of the arbitration step the Union shall have the right to advance to arbitration.

### **Section 6. Advanced 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 7. Stewards**

The Union will advise the Employer in writing of the names of the stewards in each department with the Employer and shall notify the Employer promptly of any changes.

Upon obtaining approval from their supervisor before leaving their work assignment or area, 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 such activity shall not exceed a reasonable period of time.

### **Section 8. Union Representatives**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Clerk's Facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Clerk of the Circuit Court/Designee in a manner suitable to the Employer on each occasion will first

secure the approval of the Clerk of the Circuit Court/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. Such right of entry shall at all times be subject to general Employer department rules applicable to non-employees.

### **Section 9. Arbitration**

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the Clerk of the Circuit Court notice that the Union has decided to submit the grievance to impartial arbitration.

The Union and the Employer have selected a permanent panel of twelve (12) arbitrators. The arbitrator who shall hear a particular grievance shall be selected by the Union and the Employer from that panel. The Union will notify the Employer of the name of the next arbitrator on the rotation list, and the parties will then designate that arbitrator to hear the case. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. A struck arbitrator shall proceed on any cases already assigned to him/her, but shall not receive any new case assignments. If one of the panel arbitrators is struck from the panel, or dies, or resigns from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. In lieu of the panel procedure, the parties have the right to mutually agree to select an arbitrator from outside the panel.

Once an arbitrator has been selected to hear a given case, the Union and the Clerk of the Circuit Court will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay. In all cases, the decision of the arbitrator shall be final and binding upon the Clerk, the Union, and the employee or employees affected by the grievance.

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

The Arbitrator may 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 Clerk of the Circuit Court and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the arbitrator unless an extension of such period is agreed to by the Clerk of the Circuit Court and the Union.

#### **Section 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 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 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 XVIII**

### **CONTINUITY OF OPERATION**

#### **Section 1. No Strike**

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

#### **Section 2. Union Responsibility**

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

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

### **Section 3. Discharge of Violators**

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

### **Section 4. No Lock Out**

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

### **Section 5. Reservation of Rights**

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

## **ARTICLE XIX**

### **RATES OF PAY**

All increases shall be effective the first full pay period following the dates below.

### **Section 1. General Increases**

- (a) 1.0% effective the first full pay period on or after June 1, 2013;
- (b) 1.5% effective the first full pay period on or after June 1, 2014
- (c) 2.0% effective the first full pay period on or after June 1, 2015.
- (d) 2.0% effective the first full pay period on or after December 1, 2015.
- (e) 2.25% effective the first full pay period on or after December 1, 2016.
- (f) 2.0% effective the first full pay period on or after June 1, 2017.

By not later than August 1, 2012, all grade 9 employees whose seniority date is on or before December 1, 2006 will be placed into grade 10 positions and will be paid at grade 10 in accordance with Article XX, Section 2B of the Collective Bargaining Agreement.

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

### **Section 2. Teamsters Step Plan**

Effective June 1, 2008, employees in the job classifications set forth in Appendix A to this agreement shall be placed on the Teamsters pay plan. Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step(s) upon completion of the required length of service in the job classification.

### **Section 3. Bilingual Pay**

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional \$75.00 per month.

**Section 4. 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.

**ARTICLE XX**

**JOB CLASSIFICATIONS**

**Section 1. New, Changed or Misclassifications**

A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on a rate of pay, the employer may put a rate into effect, and the Union, thereafter, may elect to submit the dispute to expedited arbitration under the procedures set forth in Article XVII, Section 10.

B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the Chief Human Resources Officer; if the Chief Human Resources Officer agrees that the request is reasonable and/or justified, the Chief Human Resources Officer will recommend to the Clerk that this reclassification be included in the forthcoming departmental budget request.

## **Section 2. Classification and Grade Changes**

If an employee is reclassified into another classification through the application of this Agreement, the following rules shall apply:

A. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

B. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade that provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

## **Section 3. Classification Review Committee/Job Audits**

The joint committee established to discuss current job titles and pay grades of bargaining unit employees shall meet each year to review any employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be completed no later than June 1st of each year. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the Committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

**ARTICLE XXI**  
**MISCELLANEOUS**

**Section 1. Video Display Terminals**

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

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

**Section 2. Inherent Powers**

The parties to this Agreement acknowledge the constitutional and inherent powers of the Judiciary.

**Section 3. Trial Court Judges**

No provision of this contract may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this contract that interferes with the supervision or conduct of a lawsuit by a judge may be enforced. This provision shall not be interpreted so as to result in any loss of wages or benefits to the members of the bargaining unit.

#### **Section 4. Partial Invalidity**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance or rule or order of the Supreme Court or the Chief Judge of the Circuit Court of Cook County 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 5. Personnel Files**

Upon written request to Personnel Services in Human Resources, an employee may arrange to inspect (and obtain a copy of) all or part of his/her personnel file at any time mutually acceptable to the employee and Employer. The Employer will maintain personnel records and will grant such requests in accordance with the provisions of the Illinois Personnel Record Review Act. The Employer shall make the file available no later than seven (7) days after said written request.

#### **Section 6. 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 7. Tax Shelters**

The Employer agrees to set up segregated IRS accounts for childcare expenses, medical expenses, and insurance premium contributions.

#### **Section 8. Joint Committee**

It is agreed to establish a joint committee during the fiscal year of ratification to participate in any County study regarding the possibility of implementing an Early Retirement Program.

### **Section 9. Dress Code Committee**

The Employer and the Union agree to form a joint committee to study issues involving employee dress and to make recommendations concerning the formation of dress and uniform policy.

### **Section 10. 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 11. Guidelines for Use of Cameras**

The Employer needs to maximize the security of the monies and the records that are entrusted to the Clerk's care. Employees and their Union are concerned that employees not be subjected to intrusive or abusive surveillance. In order to strike a fair and reasonable balance between those two goals—both of which are legitimate concerns—the parties agree to the following Guidelines for the installation and use of video cameras within the Clerk's office.

A. Cameras will only be installed and activated in areas in which cashiering and money-handling operations are conducted, in public entry areas, and in public file viewing areas.

B. Cameras will not be installed in washrooms, lunchrooms, or other areas not designated in (a) above.

C. The cameras will have a fixed view and will not be panned, tilted or zoomed.

D. The cameras will record pictures only; no sound record will be made.

E. The cameras will not be continuously monitored on a real-time basis. Computer access to the camera signals will be limited to the Clerk of the Circuit Court, the Chief Deputy Clerk of Labor Relations, and the Chief Investigator of the Investigations Department.

F. An incident or a complaint may cause the Clerk or the Chief of the Office of Investigations to examine the video record for a particular location and a particular date. If that examination leads the Clerk, the Chief Deputy Clerk of Labor Relations or the Chief Investigator of the Investigations Department to conclude that further investigation is warranted, the relevant video record may be disclosed to Labor Relations Department staff, investigators and the Clerk's legal counsel for confidential follow-up.

G. The video records will be retained by the Clerk's Office and archived electronically permanently.

H. If allegations of misconduct are made against any employee, and any incident related to such allegations happens to have been recorded by a surveillance camera and that recording is used in the investigation process, then a copy of that recording will be provided to the Union prior to the issuance of any discipline.

I. Persons external to the workplace will not have access to the tapes or other visual recordings unless such access is compelled by subpoena or otherwise by local, state, or federal law.

J. Video images and records will not be relied upon by the Employer as the sole basis for supporting employee discipline.

K. This Agreement applies to video and electronic monitoring equipment at all Clerk of the Circuit Court of Cook County offices and facilities, including both existing equipment and any video or electronic monitoring equipment installed in the future at any such office or facility.

## ARTICLE XXII

### UPWARD MOBILITY PROGRAM

#### Section 1. 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 the Teamsters are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities through the establishment of an 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 Teamster bargaining unit or may be classifications which represent a bridge to career advancement outside any Teamster bargaining unit for Teamster bargaining unit employees.

#### Section 2. Needs Assessment

The Advisory Committee shall undertake an assessment, based upon the goals enumerated in Section 1, and shall make a recommendation to the parties not later than June 1 of each year of this Agreement. Such request shall include a needs request for the fiscal year commencing on December 1 of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiative, as outlined in Section 1, and are designed to supplement existing employer training and

development programs.

## **ARTICLE XXIII**

### **DURATION**

#### **Section 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 days written notice of cancellation thereafter.

#### **Section 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:

Clerk of the Circuit Court  
Daley Center- Room 1001  
Chicago, Illinois 60602

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

Teamsters Local 700  
1300 W. Higgins Road, Suite 301  
Park Ridge, Illinois 60068

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

Signed and entered into this 29<sup>th</sup> day of May 2015.

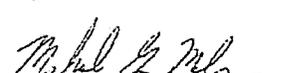
OFFICE OF THE CLERK OF THE  
CIRCUIT COURT OF COOK COUNTY

TEAMSTERS LOCAL 700

By:   
Hon. Dorothy Brown  
Clerk of the Circuit Court

By:   
Becky Strzedchowski  
President

Attest:   
Wasil Fashina  
Chief of Staff

Attest:   
Michael Malone  
Secretary-Treasurer

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Joint Letter on Bargaining Unit Work

During the collective bargaining negotiations that culminated in agreement upon a Collective Bargaining Agreement for the period from December 1, 2012 through November 30, 2016, the Office of the Clerk of the Circuit Court (hereinafter referred to as the "Employer"), and Teamsters Local 700 (hereinafter referred to as the "Union") agreed upon the following:

- participants in a publicly or privately sponsored job training program.
1. The use of interns, <sup>externs, or</sup> ~~ie, students or graduates~~ gaining supervised practical Experience, shall not be construed to violate Article I, Section 1.1 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employee; and
  2. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article I, Section 1.1. (Bargaining Unit Work). Provided that the use of such persons does not significantly impact the amount of work available for bargaining unit work.

Teamsters Local 700

Clerk of the Circuit Court  
Of Cook County

By: Michael A. Budzinski

By: Edmund Wiley

Date: 6-4-13

Date: 06/04/13

[Handwritten signatures]  
John S...  
Bonnie L...  
Michael...  
A. Jackson  
Amy...  
John...  
Michael...  
Deborah A. Matthews

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

<u>GD</u>	<u>ENTRY RATE</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>AFTER 2 YEARS AT 6TH STEP</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE &amp; 10 YRS SERVC 7TH STEP</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE &amp; 15 YRS SERVC 8TH STEP</u>	<u>AFTER 1 YR AT 3RD LONGEVITY RATE &amp; 20 YRS SERVC 9TH STEP</u>
10	Hourly	14.896	15.530	16.189	16.877	17.594	18.342	19.122	19.649	20.041	21.043
	Bi-Weekly	1,191.68	1,242.40	1,295.12	1,350.16	1,407.52	1,467.36	1,529.76	1,571.92	1,603.28	1,683.44
	Annual	30,983	32,302	33,673	35,104	36,595	38,151	39,773	40,869	41,685	43,769
11	Hourly	15.981	16.660	17.369	18.106	18.875	19.678	20.515	21.080	21.501	22.576
	Bi-Weekly	1,278.48	1,332.80	1,389.52	1,448.48	1,510.00	1,574.24	1,641.20	1,686.40	1,720.08	1,806.08
	Annual	33,240	34,652	36,127	37,660	39,260	40,930	42,671	43,846	44,722	46,958
12	Hourly	17.114	17.844	18.602	19.392	20.216	21.076	21.971	22.576	23.027	24.178
	Bi-Weekly	1,369.12	1,427.52	1,488.16	1,551.36	1,617.28	1,686.08	1,757.68	1,806.08	1,842.16	1,934.24
	Annual	35,597	37,115	38,692	40,335	42,049	43,838	45,699	46,958	47,896	50,290
13	Hourly	18.330	19.109	19.921	20.768	21.651	22.571	23.530	24.177	24.661	25.894
	Bi-Weekly	1,466.40	1,528.72	1,593.68	1,661.44	1,732.08	1,805.68	1,882.40	1,934.16	1,972.88	2,071.52
	Annual	38,126	39,746	41,435	43,197	45,034	46,947	48,942	50,288	51,294	53,859
14	Hourly	19.680	20.517	21.389	22.298	23.245	24.233	25.263	25.957	26.477	27.801
	Bi-Weekly	1,574.40	1,641.36	1,711.12	1,783.84	1,859.60	1,938.64	2,021.04	2,076.56	2,118.16	2,224.08
	Annual	40,934	42,675	44,489	46,379	48,349	50,404	52,547	53,990	55,072	57,826
15	Hourly	21.187	22.087	23.026	24.004	25.024	26.088	27.196	27.945	28.504	29.928
	Bi-Weekly	1,694.96	1,766.96	1,842.08	1,920.32	2,001.92	2,087.04	2,175.68	2,235.60	2,280.32	2,394.24
	Annual	44,068	45,940	47,894	49,928	52,049	54,263	56,567	58,125	59,288	62,250
16	Hourly	22.744	23.711	24.718	25.767	26.862	28.004	29.195	29.998	30.598	32.128
	Bi-Weekly	1,819.52	1,896.88	1,977.44	2,061.36	2,148.96	2,240.32	2,335.60	2,399.84	2,447.84	2,570.24
	Annual	47,307	49,318	51,413	53,595	55,872	58,248	60,725	62,395	63,643	66,826

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

<u>GD</u>		<u>ENTRY RATE</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>AFTER 1 YR AT 1ST LONGEVITY RATE &amp; 10 YRS SERVC 7TH STEP</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE &amp; 15 YRS SERVC 8TH STEP</u>	<u>AFTER 1 YR AT 3RD LONGEVITY RATE &amp; 20 YRS SERVC 9TH STEP</u>
10	Hourly	15.119	15.763	16.432	17.130	17.858	18.617	19.409	19.944	20.342	21.359
	Bi-Weekly	1,209.52	1,261.04	1,314.56	1,370.40	1,428.64	1,489.36	1,552.72	1,595.52	1,627.36	1,708.72
	Annual	31,447	32,787	34,178	35,630	37,144	38,723	40,370	41,483	42,311	44,426
11	Hourly	16.221	16.910	17.630	18.378	19.158	19.973	20.823	21.396	21.824	22.915
	Bi-Weekly	1,297.68	1,352.80	1,410.40	1,470.24	1,532.64	1,597.84	1,665.84	1,711.68	1,745.92	1,833.20
	Annual	33,739	35,172	36,670	38,226	39,848	41,543	43,311	44,503	45,393	47,663
12	Hourly	17.371	18.112	18.881	19.683	20.519	21.392	22.301	22.915	23.372	24.541
	Bi-Weekly	1,389.68	1,448.96	1,510.48	1,574.64	1,641.52	1,711.36	1,784.08	1,833.20	1,869.76	1,963.28
	Annual	36,131	37,672	39,272	40,940	42,679	44,495	46,386	47,663	48,613	51,045
13	Hourly	18.605	19.396	20.220	21.080	21.976	22.910	23.883	24.540	25.031	26.282
	Bi-Weekly	1,488.40	1,551.68	1,617.60	1,686.40	1,758.08	1,832.80	1,910.64	1,963.20	2,002.48	2,102.56
	Annual	38,698	40,343	42,057	43,846	45,710	47,652	49,676	51,043	52,064	54,666
14	Hourly	19.975	20.825	21.710	22.632	23.594	24.596	25.642	26.346	26.874	28.218
	Bi-Weekly	1,598.00	1,666.00	1,736.80	1,810.56	1,887.52	1,967.68	2,051.36	2,107.68	2,149.92	2,257.44
	Annual	41,548	43,316	45,156	47,074	49,075	51,159	53,335	54,799	55,897	58,693
15	Hourly	21.505	22.418	23.371	24.364	25.399	26.479	27.604	28.364	28.932	30.377
	Bi-Weekly	1,720.40	1,793.44	1,869.68	1,949.12	2,031.92	2,118.32	2,208.32	2,269.12	2,314.56	2,430.16
	Annual	44,730	46,629	48,611	50,677	52,829	55,076	57,416	58,997	60,178	63,184
16	Hourly	23.085	24.067	25.089	26.154	27.265	28.424	29.633	30.448	31.057	32.610
	Bi-Weekly	1,846.80	1,925.36	2,007.12	2,092.32	2,181.20	2,273.92	2,370.64	2,435.84	2,484.56	2,608.80
	Annual	48,016	50,059	52,185	54,400	56,711	59,121	61,636	63,331	64,598	67,828

EFFECTIVE JUNE 1, 2015

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

<u>GD</u>		<u>ENTRY</u> <u>RATE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u> <u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE &amp; 10</u> <u>YRS SERVC</u> <u>7TH</u> <u>STEP</u>	<u>AFTER 1</u> <u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE &amp; 15</u> <u>YRS SERVC</u> <u>8TH</u> <u>STEP</u>	<u>AFTER 1</u> <u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE &amp; 20</u> <u>YRS SERVC</u> <u>9TH</u> <u>STEP</u>
10	Hourly	15.421	16.078	16.761	17.473	18.215	18.989	19.797	20.343	20.749	21.786
	Bi-Weekly	1,233.68	1,286.24	1,340.88	1,397.84	1,457.20	1,519.12	1,583.76	1,627.44	1,659.92	1,742.88
	Annual	32,075	33,442	34,862	36,343	37,887	39,497	41,177	42,313	43,157	45,314
11	Hourly	16.545	17.248	17.983	18.746	19.541	20.372	21.239	21.824	22.260	23.373
	Bi-Weekly	1,323.60	1,379.84	1,438.64	1,499.68	1,563.28	1,629.76	1,699.12	1,745.92	1,780.80	1,869.84
	Annual	34,413	35,875	37,404	38,991	40,645	42,373	44,177	45,393	46,300	48,615
12	Hourly	17.718	18.474	19.259	20.077	20.929	21.820	22.747	23.373	23.839	25.032
	Bi-Weekly	1,417.44	1,477.92	1,540.72	1,606.16	1,674.32	1,745.60	1,819.76	1,869.84	1,907.12	2,002.56
	Annual	36,853	38,425	40,058	41,760	43,532	45,385	47,313	48,615	49,585	52,066
13	Hourly	18.977	19.784	20.624	21.502	22.416	23.368	24.361	25.031	25.532	26.808
	Bi-Weekly	1,518.16	1,582.72	1,649.92	1,720.16	1,793.28	1,869.44	1,948.88	2,002.48	2,042.56	2,144.64
	Annual	39,472	41,150	42,897	44,724	46,625	48,605	50,670	52,064	53,106	55,760
14	Hourly	20.375	21.242	22.144	23.085	24.066	25.088	26.155	26.873	27.411	28.782
	Bi-Weekly	1,630.00	1,699.36	1,771.52	1,846.80	1,925.28	2,007.04	2,092.40	2,149.84	2,192.88	2,302.56
	Annual	42,380	44,183	46,059	48,016	50,057	52,183	54,402	55,895	57,014	59,866
15	Hourly	21.935	22.866	23.838	24.851	25.907	27.009	28.156	28.931	29.511	30.985
	Bi-Weekly	1,754.80	1,829.28	1,907.04	1,988.08	2,072.56	2,160.72	2,252.48	2,314.48	2,360.88	2,478.80
	Annual	45,624	47,561	49,583	51,690	53,886	56,178	58,564	60,176	61,382	64,448
16	Hourly	23.547	24.548	25.591	26.677	27.810	28.992	30.226	31.057	31.678	33.262
	Bi-Weekly	1,883.76	1,963.84	2,047.28	2,134.16	2,224.80	2,319.36	2,418.08	2,484.56	2,534.24	2,660.96
	Annual	48,977	51,059	53,229	55,488	57,844	60,303	62,870	64,598	65,890	69,184

EFFECTIVE DECEMBER 1, 2015

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC 7TH STEP	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC 8TH STEP	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC 9TH STEP
10	Hourly	15.729	16.400	17.096	17.822	18.579	19.369	20.193	20.750	21.164	22.222
	Bi-Weekly	1,258.32	1,312.00	1,367.68	1,425.76	1,486.32	1,549.52	1,615.44	1,660.00	1,693.12	1,777.76
	Annual	32,716	34,112	35,560	37,070	38,644	40,288	42,001	43,160	44,021	46,222
11	Hourly	16.876	17.593	18.343	19.121	19.932	20.779	21.664	22.260	22.705	23.840
	Bi-Weekly	1,350.08	1,407.44	1,467.44	1,529.68	1,594.56	1,662.32	1,733.12	1,780.80	1,816.40	1,907.20
	Annual	35,102	36,593	38,153	39,772	41,459	43,220	45,061	46,301	47,226	49,587
12	Hourly	18.072	18.843	19.644	20.479	21.348	22.256	23.202	23.840	24.316	25.533
	Bi-Weekly	1,445.76	1,507.44	1,571.52	1,638.32	1,707.84	1,780.48	1,856.16	1,907.20	1,945.28	2,042.64
	Annual	37,590	39,193	40,860	42,596	44,404	46,292	48,260	49,587	50,577	53,109
13	Hourly	19.357	20.180	21.036	21.932	22.864	23.835	24.848	25.532	26.043	27.344
	Bi-Weekly	1,548.56	1,614.40	1,682.88	1,754.56	1,829.12	1,906.80	1,987.84	2,042.56	2,083.44	2,187.52
	Annual	40,263	41,974	43,755	45,619	47,557	49,577	51,684	53,107	54,169	56,876
14	Hourly	20.783	21.667	22.587	23.547	24.547	25.590	26.678	27.410	27.959	29.358
	Bi-Weekly	1,662.64	1,733.36	1,806.96	1,883.76	1,963.76	2,047.20	2,134.24	2,192.80	2,236.72	2,348.64
	Annual	43,229	45,067	46,981	48,978	51,058	53,227	55,490	57,013	58,155	61,065
15	Hourly	22.374	23.323	24.315	25.348	26.425	27.549	28.719	29.510	30.101	31.605
	Bi-Weekly	1,789.92	1,865.84	1,945.20	2,027.84	2,114.00	2,203.92	2,297.52	2,360.80	2,408.08	2,528.40
	Annual	46,538	48,512	50,575	52,724	54,964	57,302	59,736	61,381	62,610	65,738
16	Hourly	24.018	25.039	26.103	27.211	28.366	29.572	30.831	31.678	32.312	33.927
	Bi-Weekly	1,921.44	2,003.12	2,088.24	2,176.88	2,269.28	2,365.76	2,466.48	2,534.24	2,584.96	2,714.16
	Annual	49,957	52,081	54,294	56,599	59,001	61,510	64,128	65,890	67,209	70,568

EFFECTIVE DECEMBER 1, 2016

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

<u>GD</u>		<u>ENTRY</u> <u>RATE</u>	<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u> <u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE &amp; 10</u> <u>YRS SERVC</u> <u>7TH</u> <u>STEP</u>	<u>AFTER 1</u> <u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE &amp; 15</u> <u>YRS SERVC</u> <u>8TH</u> <u>STEP</u>	<u>AFTER 1</u> <u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE &amp; 20</u> <u>YRS SERVC</u> <u>9TH</u> <u>STEP</u>
10	Hourly	16.083	16.769	17.481	18.223	18.997	19.805	20.647	21.217	21.640	22.722
	Bi-Weekly	1,286.64	1,341.52	1,398.48	1,457.84	1,519.76	1,584.40	1,651.76	1,697.36	1,731.20	1,817.76
	Annual	33,453	34,880	36,360	37,904	39,514	41,194	42,946	44,131	45,011	47,262
11	Hourly	17.256	17.989	18.756	19.551	20.380	21.247	22.151	22.761	23.216	24.376
	Bi-Weekly	1,380.48	1,439.12	1,500.48	1,564.08	1,630.40	1,699.76	1,772.08	1,820.88	1,857.28	1,950.08
	Annual	35,892	37,417	39,012	40,666	42,390	44,194	46,074	47,343	48,289	50,702
12	Hourly	18.479	19.267	20.086	20.940	21.828	22.757	23.724	24.376	24.863	26.107
	Bi-Weekly	1,478.32	1,541.36	1,606.88	1,675.20	1,746.24	1,820.56	1,897.92	1,950.08	1,989.04	2,088.56
	Annual	38,436	40,075	41,779	43,555	45,402	47,335	49,346	50,702	51,715	54,303
13	Hourly	19.793	20.634	21.509	22.425	23.378	24.371	25.407	26.106	26.629	27.959
	Bi-Weekly	1,583.44	1,650.72	1,720.72	1,794.00	1,870.24	1,949.68	2,032.56	2,088.48	2,130.32	2,236.72
	Annual	41,169	42,919	44,739	46,644	48,626	50,692	52,847	54,300	55,388	58,155
14	Hourly	21.251	22.155	23.095	24.077	25.099	26.166	27.278	28.027	28.588	30.019
	Bi-Weekly	1,700.08	1,772.40	1,847.60	1,926.16	2,007.92	2,093.28	2,182.24	2,242.16	2,287.04	2,401.52
	Annual	44,202	46,082	48,038	50,080	52,206	54,425	56,738	58,296	59,463	62,440
15	Hourly	22.877	23.848	24.862	25.918	27.020	28.169	29.365	30.174	30.778	32.316
	Bi-Weekly	1,830.16	1,907.84	1,988.96	2,073.44	2,161.60	2,253.52	2,349.20	2,413.92	2,462.24	2,585.28
	Annual	47,584	49,604	51,713	53,909	56,202	58,592	61,079	62,762	64,018	67,217
16	Hourly	24.558	25.602	26.690	27.823	29.004	30.237	31.525	32.391	33.039	34.690
	Bi-Weekly	1,964.64	2,048.16	2,135.20	2,225.84	2,320.32	2,418.96	2,522.00	2,591.28	2,643.12	2,775.20
	Annual	51,081	53,252	55,515	57,872	60,328	62,893	65,572	67,373	68,721	72,155

EFFECTIVE JUNE 1, 2017

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**TEAMSTERS 700 - CLERK OF THE CIRCUIT COURT**

<u>GD</u>	<u>ENTRY RATE</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>AFTER 2 YEARS AT 5TH STEP</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE &amp; 10 YRS SERVC 7TH STEP</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE &amp; 15 YRS SERVC 8TH STEP</u>	<u>AFTER 1 YR AT 3RD LONGEVITY RATE &amp; 20 YRS SERVC 9TH STEP</u>
10	Hourly	16.405	17.104	17.831	18.587	19.377	20.201	21.060	21.641	22.073	23.176
	Bi-Weekly	1,312.40	1,368.32	1,426.48	1,486.96	1,550.16	1,616.08	1,684.80	1,731.28	1,765.84	1,854.08
	Annual	34,122	35,576	37,088	38,661	40,304	42,018	43,805	45,013	45,912	48,206
11	Hourly	17.601	18.349	19.131	19.942	20.788	21.672	22.594	23.216	23.680	24.864
	Bi-Weekly	1,408.08	1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52	1,857.28	1,894.40	1,989.12
	Annual	36,610	38,166	39,792	41,479	43,239	45,078	46,996	48,289	49,254	51,717
12	Hourly	18.849	19.652	20.488	21.359	22.265	23.212	24.198	24.864	25.360	26.629
	Bi-Weekly	1,507.92	1,572.16	1,639.04	1,708.72	1,781.20	1,856.96	1,935.84	1,989.12	2,028.80	2,130.32
	Annual	39,206	40,876	42,615	44,427	46,311	48,281	50,332	51,717	52,749	55,388
13	Hourly	20.189	21.047	21.939	22.874	23.846	24.858	25.915	26.628	27.162	28.518
	Bi-Weekly	1,615.12	1,683.76	1,755.12	1,829.92	1,907.68	1,988.64	2,073.20	2,130.24	2,172.96	2,281.44
	Annual	41,993	43,778	45,633	47,578	49,600	51,705	53,903	55,386	56,497	59,317
14	Hourly	21.676	22.598	23.557	24.559	25.601	26.689	27.824	28.588	29.160	30.619
	Bi-Weekly	1,734.08	1,807.84	1,884.56	1,964.72	2,048.08	2,135.12	2,225.92	2,287.04	2,332.80	2,449.52
	Annual	45,086	47,004	48,999	51,083	53,250	55,513	57,874	59,463	60,653	63,688
15	Hourly	23.335	24.325	25.359	26.436	27.560	28.732	29.952	30.777	31.394	32.962
	Bi-Weekly	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,462.16	2,511.52	2,636.96
	Annual	48,537	50,596	52,747	54,987	57,325	59,763	62,300	64,016	65,300	68,561
16	Hourly	25.049	26.114	27.224	28.379	29.584	30.842	32.156	33.039	33.700	35.384
	Bi-Weekly	2,003.92	2,089.12	2,177.92	2,270.32	2,366.72	2,467.36	2,572.48	2,643.12	2,696.00	2,830.72
	Annual	52,102	54,317	56,626	59,028	61,535	64,151	66,884	68,721	70,096	73,599

**Appendix B**  
**Tables of Job Classifications for Employees Covered Under CBA**  
**Article VI – Job Posting for Promotions and Transfers**

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Accountant I	11	Posted Position
Accountant I, Senior	12	Semi-Automatic
Accountant II	13	Semi-Automatic
Accountant II, Senior	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Admin. Assistant I	12	Posted Position
Admin Assistant I, Senior	13	Semi-Automatic
Admin Aide	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Admin Aide II	16	Posted Position

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Bookkeeper II, Senior	10	Lateral Position or new hire
Bookkeeper III	11	Semi-Automatic
Bookkeeper III, Senior	12	Semi-Automatic
Bookkeeper IV	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Cashier II	10	Lateral Position or new hire
Cashier II, Senior	11	Semi-Automatic
Cashier III	12	Semi-Automatic
Cashier IV	13	Semi-Automatic
Cashier V	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Clerk IV, Senior	10	Lateral Position or new hire
Clerk V	11	Semi-Automatic
Clerk V, Senior	12	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Computer Operator I	12	Posted Position
Computer Operator I, Senior	13	Semi-Automatic
Computer Operator II	14	Semi-Automatic
Computer Operator II, Senior	15	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Court Clerk I	13	Posted Position
Court Clerk II	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Court Clerk Trainer	15	Posted Position

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Data Entry Operator II, Senior	10	Lateral Position or new hire
Data Entry Operator III	11	Semi-Automatic
Data Entry Op III, Senior	12	Semi-Automatic
Data Entry Op IV	13	Semi-Automatic
Data Entry Op IV, Senior	14	Semi-Automatic

Job Classification Title and Series (if available)	Grade	Vacancy Filled By
Expungement Clerk I	10	Lateral Position or new hire
Expungement Clerk II	11	Semi-Automatic
Expungement Clerk III	12	Semi-Automatic
Expungement Clerk IV	13	Semi-Automatic

**Appendix B**  
**Tables of Job Classifications for Employees Covered Under CBA**  
**Article VI – Job Posting for Promotions and Transfers**

<b>Job Classification Title and Series (if available)</b>	<b>Grade</b>	<b>Vacancy Filled By</b>
Financial Room Clerk II	10	Lateral Position or new hire
Financial Room Clerk III	11	Semi-Automatic
Financial Room Clerk IV	12	Semi-Automatic
Financial Room Clerk V	13	Semi-Automatic
Financial Room Clerk VI	14	Semi-Automatic

<b>Job Classification Title and Series (if available)</b>	<b>Grade</b>	<b>Vacancy Filled By</b>
Motor Vehicle Driver I	11	Posted Position
Motor Vehicle Driver II	12	Semi-Automatic
Motor Vehicle Driver III	13	Semi-Automatic

<b>Job Classification Title and Series (if available)</b>	<b>Grade</b>	<b>Vacancy Filled By</b>
Warehouse Records Clerk I, Senior	10	Lateral Position or new hire
Warehouse Records Clerk II	11	Semi-Automatic
Warehouse Records Clerk III	12	Semi-Automatic
Warehouse Records Clerk IV	13	Semi-Automatic

<b>Job Classification Title and Series (if available)</b>	<b>Grade</b>	<b>Vacancy Filled By</b>
Warrant Clerk	13	Posted Position

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

**Cook County Benefit Overview**

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

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

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

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

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

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

<b>Drug</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Prescription Drugs - Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

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

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

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

	<b>Benefits Effective until 11/30/2015</b>	<b>Benefits Effective 12/1/2015</b>
<b>Dental - HMO</b>		
<i>Annual Deductible</i>	\$0 (None)	\$0 (None)
<i>Benefit Period Maximum</i>	None	None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams/ cleanings per benefit period; Includes fluoride treatments under age 19	100% of Maximum Allowance Includes 2 exams/ cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19
<b>Dental - PPO</b>		
<b>Benefits Effective until 11/30/2015</b>		<b>Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$ 100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$ 100 Family (In network) \$50 Individual / \$200 Family (Out of network)

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

<i>Preventive (2 exams/cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services 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)

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

**Cook County Benefit Overview (Cont.)  
 Employee Contributions - As a Percentage of Salary (Pre-Tax)**

	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
<b>Blue Advantage HMO</b>			
Employee Only	0.50%	0.75%	1.00%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	2.00%	2.75%

	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
<b>PPO</b>			
Employee Only	1.50%	1.65%	1.75%
Employee + Spouse	2.00%	2.40%	2.75%
Employee + Child(ren)	1.75%	2.00%	2.25%
Employee + Family	2.25%	3.00%	3.75%

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

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

