COLLECTIVE BARGAINING EXTENSION AGREEMENT

Between

International Brotherhood of Teamsters,
Local Union No. 700

and

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

December 1, 2025 through November 30, 2027
Effective upon Approval by the Cook County Board of Commissioners

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

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Extension Agreement between
County of Cook/the Cook County Sheriff's Office (Employer)
and Teamsters Local 700 (Union)
to Extend the Current Collective Bargaining Agreement
(Correctional Officers)

Except as modified below: 1) the collective bargaining agreement between the Employer and the Union (collectively the "Parties") originally for the term December 1, 2020 through November 30, 2024 (the "CBA"), as extended by the Parties through November 30, 2025; and 2) all Memoranda of Agreement and/or Understanding and Side Letters agreed to by the Parties during the term of the CBA as extended will continue in full force and effect.

1. The term of the CBA, as extended by the Parties, shall be extended until November 30, 2027.

2. The salary grades and steps applicable to each of the Union's bargaining units shall be increased as follows during the term of this extension agreement:

   a. All employees actively employed on December 1, 2025, shall receive a one-time lump sum payment in the amount of $2500.
   b. Effective the first full pay period on or after December 1, 2025, the pay rates for all job classifications shall be increased by 2.0%.
   c. Effective the first full pay period on or after June 1, 2026, the pay rates for all job classifications shall be increased by 2.0%.
   d. Effective the first full pay period on or after December 1, 2026, the pay rates for all job classifications shall be increased by 4.0%.

3. In recognition of this being the second extension of the original collective bargaining agreement, and further recognition that issues often arise during the term of a collective bargaining agreement that need to be addressed, the parties hereby commit to working to address such issues during the term of this extension.

4. Bargaining units that have a "Me Too" provision in their CBA will maintain the same language currently in effect. The following language only applies to bargaining units that do not currently have any "Me Too" language in the respective CBA:

   For Interest Arbitration-Eligible Bargaining Units: In the event the County agrees to or acquiesces in more favorable treatment to any interest arbitration eligible unit, with respect to the health benefit plan, employee contribution to health insurance or across the board increases, excluding one-time payments, scheduled to go into effect during the term of this Agreement, interest arbitration eligible Teamsters Local 700 members shall receive the more favorable treatment as well.

   Across the board increases means wage increases as set forth in Paragraphs 2.b., 2.c. and 2.d. of this Agreement only. Employee contributions to health insurance means the employee cost as a percentage of salary for health benefits.

EFFECTIVE DATE: Upon ratification by the Cook County Board.

COOK COUNTY/ COOK COUNTY SHERIFF DEPARTMENT OF CORRECTIONS
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 700
(Representing employees of the Department of Corrections)

ARTICLE VII
Vacations

Section 7.1 Vacation Leave:

A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Article IV, Section 4.1(B) 1, shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 4th	120 hours	240 hours
5th thru 9th	160 hours	320 hours
10th years and over	200 hours	400 hours

B. Vacation accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue time in that period. Vacation time will be earned and accrued at the following rates:

1st thru 6th years:	4.62 hours per pay period x 26 pay periods
7th thru 14th years:	6.154 hours per pay period x 26 pay periods
15th year and after:	7.692hours per pay period x 26 pay periods

C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (l) one day or more and shall be scheduled pursuant to Section 9.7 contained herein.

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

E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be

entitled to receive the employee's prevailing salary for such unused vacation period.

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

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

H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

COOK COUNTY/ COOK COUNTY SHERIFF DEPARTMENT OF CORRECTIONS
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 700
(Representing employees of the Department of Corrections)

ARTICLE IX
Additional Benefits

Section 9.3 Personal Days:

Section 9.3 gets deleted in its entirety. Section 9.4 (FMLA) becomes new 9.3, etc.

COOK COUNTY/ COOK COUNTY SHERIFF DEPARTMENT OF CORRECTIONS
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 700
(Representing employees of the Department of Corrections)

ARTICLE IX
Additional Benefits

Section 9.8 Parental Leave

"With regard to Parental Leave, an eligible employee shall be entitled to all benefits provided by applicable federal statute and Cook County ordinance and/or policy."

Signed and entered into this _____day of _____, 2025.

COUNTY OF COOK

By:

TONI PRECKWINKLE, President
Cook County Board of Commissioners

THOMAS DART
Cook County Sheriff's Office

Attest:

MONICA GORDON
County Clerk

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

NOV 2 0 2025

COM _____

UNION: TEAMSTERS LOCAL #700

By:

RAMON WILLIAMS
President, Teamsters, Local #700

ROBERT V. SANTANA, JR.
Secretary Treasurer, Teamsters Local #700

Appendix A

Job Code	Pay Grade	Title
1360	Grade 17	Correctional Officers
0671	Grade 18	Investigator II (Intensive Supervision)
0597	Grade 18	K-9 Specialists
		Sheriff's Furlough
7774	Grade 18	Transportation Officers
7773	Grade 18	Training Academy Officers
7772	Grade 18	E.R.T. Officers
7775	Grade 18	VRIC Officers
7771	Grade 18	Electronic Monitoring
		(In Effect)

Effective December 1, 2025

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	33.721	35.157	36.646	38.206	39.828	41.523	43.286	44.478	45.595	47.871	50.265
	Bi-Weekly	2,697.65	2,812.56	2,931.71	3,056.46	3,186.24	3,321.81	3,462.90	3,558.23	3,647.57	3,829.68	4,021.16
	Annual	70,138	73,126	76,224	79,468	82,842	86,367	90,035	92,514	94,836	99,571	104,550
18	Hourly	36.121	37.655	39.256	40.922	42.663	44.478	46.366	47.641	48.839	51.283	53.847
	Bi-Weekly	2,889.70	3,012.39	3,140.49	3,273.80	3,413.02	3,558.23	3,709.26	3,811.28	3,907.11	4,102.60	4,307.73
	Annual	75,132	78,322	81,652	85,118	88,738	92,514	96,440	99,093	101,584	106,667	112,001

Effective June 1, 2026

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step 6th Step	After 1 Year at 1st Longevity Rate & 10 Years Service 7th Step	After 1 Year at 2nd Longevity Rate & 15 Years Service 8th Step	After 1 Year at 3rd Longevity Rate & 20 Years Service 9th Step	After 1 Year at 4th Longevity Rate & 25 Years Service 10th Step
17	Hourly	34.395	35.860	37.379	38.970	40.624	42.353	44.152	45.367	46.506	48.828	51.270
	Bi-Weekly	2,751.60	2,868.82	2,990.34	3,117.59	3,249.96	3,388.25	3,532.15	3,629.40	3,720.52	3,906.27	4,101.59
	Annual	71,541	74,589	77,748	81,057	84,498	88,094	91,836	94,364	96,733	101,563	106,641
18	Hourly	36.844	38.408	40.041	41.741	43.516	45.367	47.293	48.594	49.816	52.308	54.924
	Bi-Weekly	2,947.49	3,072.63	3,203.30	3,339.27	3,481.28	3,629.40	3,783.44	3,887.51	3,985.25	4,184.66	4,393.89
	Annual	76,634	79,888	83,285	86,821	90,513	94,364	98,369	101,075	103,616	108,801	114,241

Effective December 1, 2026

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	35.771	37.295	38.874	40.529	42.249	44.047	45.918	47.182	48.367	50.782	53.321
	Bi-Weekly	2,861.67	2,983.57	3,109.96	3,242.30	3,379.96	3,523.78	3,673.44	3,774.57	3,869.34	4,062.53	4,265.65
	Annual	74,403	77,572	80,858	84,299	87,878	91,618	95,509	98,138	100,602	105,625	110,906
18	Hourly	38.317	39.944	41.643	43.411	45.257	47.182	49.185	50.538	51.808	54.401	57.121
	Bi-Weekly	3,065.39	3,195.54	3,331.43	3,472.85	3,620.53	3,774.57	3,934.78	4,043.01	4,144.66	4,352.04	4,569.64
	Annual	79,700	83,084	86,617	90,293	94,133	98,138	102,304	105,118	107,761	113,153	118,810

Memorandum of Agreement between
Cook County and Teamsters Local 700

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Cook ("County") the Chief Judge of the Circuit Court of Cook County ("OCJ"), the Clerk of the Circuit Court of Cook County and the International Brotherhood of Teamsters, Local 700 ("Teamsters"), collectively "the parties."

1. The County, OCJ, and the Clerk of the Circuit Court of Cook County are parties with Teamsters to several collective bargaining agreements that have a term from December 1, 2020 and are scheduled to expire on November 30, 2024.

2. The parties wish to extend the term of the collective bargaining agreement by one (1) year.

3. The term of that extension shall be December 1, 2024 through November 30, 2025.

4. The provisions of this memorandum of agreement shall apply to the following collective bargaining agreements:

   a. Offices under the President – Print Shop
   b. Offices under the President – MIS
   c. Offices under the President – Homeland Security
   d. Cook County Health and Hospitals System – Police Sergeants
   e. Cook County Sheriff's Office – Correctional Officers
   f. Office of the Chief Judge of Cook County - JTDC
   g. Office of the Chief Judge of Cook County – Support and Administration
   h. Office of the Chief Judge of Cook County – Administrative Assistants
   i. Clerk of the Circuit Court of Cook County

5. The Rates of Pay provision in each noted respective collective bargaining agreement shall be amended as follows:

(a) effective the first full pay period on or after June 1, 2021 the pay rates for all classifications shall be increased 1.50%; and

(b) effective the first full pay period on or after December 1, 2021, the pay rates for all job classifications shall be increased by 3.50%; and

(c) effective the first full pay period on or after June 1, 2022, the pay rates for all job classifications shall be increased by 2.50%; and

(d) effective the first full pay period on or after June 1, 2023, the pay rates for all job classifications shall be increased by 2.50%; and

(e) effective the first full pay period on or after June 1, 2024, the pay rates for all job classifications shall be increased by 2.00%; and

(f) effective the first full pay period on or after June 1, 2025, the pay rates for all job classifications shall be increased by 5.00%.

EFFECTIVE DATE: upon ratification by the Cook County Board.

Effective December 1, 2021

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	29.380	30.632	31.930	33.288	34.702	36.178	37.715	38.753	39.726	41.710	43.795
	Bi-Weekly	2,350.43	2,450.56	2,554.37	2,663.07	2,776.13	2,894.26	3,017.19	3,100.25	3,178.09	3,336.76	3,503.60
	Annual	61,111	63,715	66,414	69,240	72,179	75,251	78,447	80,607	82,630	86,756	91,094
18	Hourly	31.472	32.808	34.203	35.655	37.172	38.753	40.398	41.509	42.553	44.682	46.916
	Bi-Weekly	2,517.77	2,624.66	2,736.27	2,852.43	2,973.73	3,100.25	3,231.84	3,320.73	3,404.23	3,574.56	3,753.28
	Annual	65,462	68,241	71,143	74,163	77,317	80,607	84,028	86,339	88,510	92,938	97,585

Effective June 1, 2022

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

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17	Hourly	30.115	31.398	32.728	34.121	35.569	37.083	38.658	39.722	40.719	42.752	44.890
	Bi-Weekly	2,409.20	2,511.82	2,618.23	2,729.64	2,845.54	2,966.62	3,092.62	3,177.76	3,257.54	3,420.18	3,591.19
	Annual	62,639	65,307	68,074	70,971	73,984	77,132	80,408	82,622	84,696	88,925	93,371
18	Hourly	32.259	33.628	35.058	36.547	38.101	39.722	41.408	42.547	43.617	45.799	48.089
	Bi-Weekly	2,580.71	2,690.28	2,804.68	2,923.74	3,048.07	3,177.76	3,312.63	3,403.75	3,489.33	3,663.92	3,847.12
	Annual	67,098	69,947	72,922	76,017	79,250	82,622	86,128	88,497	90,723	95,262	100,025

Effective June 1, 2023

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

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		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	30.868	32.183	33.546	34.974	36.458	38.010	39.624	40.715	41.737	43.821	46.012
	Bi-Weekly	2,469.43	2,574.62	2,683.68	2,797.88	2,916.68	3,040.78	3,169.93	3,257.20	3,338.98	3,505.69	3,680.97
	Annual	64,205	66,940	69,776	72,745	75,834	79,060	82,418	84,687	86,813	91,148	95,705
18	Hourly	33.065	34.469	35.935	37.460	39.053	40.715	42.443	43.611	44.707	46.944	49.291
	Bi-Weekly	2,645.23	2,757.54	2,874.80	2,996.83	3,124.27	3,257.20	3,395.45	3,488.84	3,576.56	3,755.52	3,943.29
	Annual	68,776	71,696	74,745	77,918	81,231	84,687	88,282	90,710	92,991	97,643	102,526

Effective June 1, 2024

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step 6th Step	After 1 Year at 1st Longevity Rate & 10 Years Service 7th Step	After 1 Year at 2nd Longevity Rate & 15 Years Service 8th Step	After 1 Year at 3rd Longevity Rate & 20 Years Service 9th Step	After 1 Year at 4th Longevity Rate & 25 Years Service 10th Step
17	Hourly	31.485	32.826	34.217	35.673	37.188	38.770	40.417	41.529	42.572	44.697	46.932
	Bi-Weekly	2,518.81	2,626.11	2,737.36	2,853.84	2,975.01	3,101.60	3,233.33	3,322.35	3,405.76	3,575.80	3,754.59
	Annual	65,489	68,279	71,171	74,200	77,350	80,642	84,067	86,381	88,550	92,971	97,619
18	Hourly	33.727	35.159	36.654	38.210	39.834	41.529	43.292	44.483	45.601	47.883	50.277
	Bi-Weekly	2,698.13	2,812.69	2,932.29	3,056.77	3,186.76	3,322.35	3,463.36	3,558.62	3,648.10	3,830.63	4,022.16
	Annual	70,151	73,130	76,240	79,476	82,856	86,381	90,047	92,524	94,850	99,596	104,576

Effective June 1, 2025

SCHEDULE XXXIX
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	33.059	34.468	35.928	37.457	39.047	40.708	42.437	43.606	44.701	46.932	49.279
	Bi-Weekly	2,644.75	2,757.42	2,874.23	2,996.53	3,123.76	3,256.68	3,395.00	3,488.46	3,576.05	3,754.59	3,942.32
	Annual	68,764	71,693	74,730	77,910	81,218	84,674	88,270	90,700	92,977	97,619	102,500
18	Hourly	35.413	36.917	38.486	40.120	41.826	43.606	45.457	46.707	47.881	50.277	52.791
	Bi-Weekly	2,833.04	2,953.32	3,078.91	3,209.61	3,346.09	3,488.46	3,636.53	3,736.55	3,830.50	4,022.16	4,223.27
	Annual	73,659	76,786	80,052	83,450	86,998	90,700	94,550	97,150	99,593	104,576	109,805

COLLECTIVE BARGAINING AGREEMENT

between

International Brotherhood of Teamsters,

Local Union No. 700

and

The County of Cook/Cook County Sheriff,

As Joint Employers

December 1, 2020 to November 30, 2024

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC 16 2021

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COLLECTIVE BARGAINING AGREEMENT

Preamble

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

ARTICLE I
Recognition

Section 1.1 Representative Unit:

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

Section 1.2 Union Membership:

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

The Employer will grant the Union an hour, to be scheduled during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents ($.05) for making each such deduction.

Section 1.4 Indemnification:

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

Section 1.5 D.R.I.V.E. Authorization and Deduction:

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

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Ave., NW
Washington, D.C. 20001

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

ARTICLE II
Employer Authority

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer rights include, but are not limited to:

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

B. The Union recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed

to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.

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

D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Union prior to implementation.

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

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

G. For all declarations of a civil emergency beginning after the date of ratification, this provision will apply. In the event of a civil emergency, the Employer may take all appropriate actions necessary to carry out the duties and responsibilities of the Employer subject to the limitations and obligations set forth herein. A civil emergency is defined as an emergency that poses an imminent threat to the health and safety and/or welfare of the community, bargaining unit employees and their families, including but not limited to civil disorders, and state and local emergency or disaster declarations.

1. In the event that the Employer chooses to declare the existence of a civil emergency for grounds other than resulting from a Public Health Emergency or a declaration of war (as defined below), the following will apply:

   a. Employer shall advise the Union, in writing, specifying the justification for the declaration within twenty-four (24) hours of issuing the declaration.

   b. A declaration of a civil emergency ("Declaration") shall last for no more than one hundred twenty (120) calendar days. The Declaration shall be subject to challenge through the grievance and arbitration provisions of this Agreement. On request of either party, the grievance shall be submitted directly to an arbitrator pursuant to the expedited arbitration rules of the American Arbitration Association or to an arbitrator mutually selected by the parties. The Declaration may be implemented by the Employer pending the outcome of any arbitration. The Declaration only may be extended in ninety (90) day increments by agreement of the parties.

   c. During the Declaration, the Employer may seek to deviate from the terms of the collective bargaining agreement, if such deviation is necessary to protect the safety and health of the community, bargaining unit employees and their families. If the Employer determines that a deviation shall be necessary as a result of the civil emergency, it shall advise the Union, in

writing, within forty-eight (48) hours of the proposed action, with the specific reasons that the Employer cannot comply with the collective bargaining agreement. The proposed deviation shall be subject to challenge by the Union, which challenge shall be reviewable by an arbitrator pursuant to an expedited arbitration as set forth above. The Employer's decisions may be implemented by the Employer pending the outcome of any arbitration. Each deviation shall be subject to the notice and arbitration provisions set forth herein.

d. In the event that the deviation sought by the Employer includes the reassignment of bargaining unit members required to meet the conditions created by the civil emergency and said deviation is confirmed either by agreement or an arbitration, it is specifically agreed that the Employer must first seek volunteers for the purposes of reassignment and only after the exhaustion of volunteers may the Employer reassign personnel, which reassignment shall be according to inverse seniority from the entire bargaining unit. In the event that the civil emergency conditions and resulting reassignment shall continue for more than seven (7) calendar days, the Parties shall meet and discuss a revised schedule. The failure to reach an agreement may be submitted to expedited arbitration as set forth herein. Upon completion of the emergency assignment, each affected employee shall be returned to his or her original assignment immediately.

Under no circumstances shall the Employer be permitted to deviate from the economic terms of this collective bargaining agreement, including but not limited to the compensation and benefits provided herein.

2. In the event that the Employer chooses to declare the existence of a civil emergency as a result of a Public Health Emergency or a declaration of war (which will be defined as a declaration of war by Congress or a military action resulting in the implementation of a draft), the following will apply:

a. In the event the Employer declares a civil emergency resulting from a public health emergency or a declaration of war, Employer will provide twenty-four (24) hours' notice to the union prior to using the declaration to modify or deviate from a term of the CBA;

b. An initial Declaration of a of a civil emergency shall last for the duration of the declaration of a government (federal, state, county or local) order, but in no event more than 300 days. In the event the Employer needs to extend beyond this time period, the extension will be limited to the shorter of a ninety (90) calendar day period or the duration of a government (federal, state, county or local) order. The Employer shall provide the Union with one (1) week advance notice before seeking an extension, and the Employer's decision to extend the duration of the initial Declaration shall be subject to expedited arbitration. Though a decision to extend the duration of the initial Declaration is subject to expedited arbitration, the decision can

be implemented until a ruling is issued. Nothing in this section (b) would prevent multiple requests for extensions by the Employer.

c. At the request of the union, the CCSO will engage in impact bargaining within thirty (30) days of the declaration.

d. In the event that Declaration impacts the reassignment of bargaining unit members required to meet the conditions created by the civil emergency, the Employer will implement such reassignments by seeking volunteers first and, after the exhaustion of volunteers or if insufficient volunteers, by inverse seniority from the entire bargaining unit. Upon completion of the emergency assignment, each affected employee shall be returned to his or her original assignment immediately.

Under no circumstances shall the Employer be permitted to deviate from the economic terms of this collective bargaining agreement, including but not limited to the compensation and benefits provided herein

Section 2.2 Employer Obligation:

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

Section 2.3 Union and Employer Meetings:

A. Department of Corrections:

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

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

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

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

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

Section 2.4 Partial or Full Building/Division Closing:

A. The Employer may close all or part of a building/division on a temporary or permanent basis. When practical and provided the closing is foreseeable, the closing will occur in connection with the Department-wide bidding process. if it is not practical for the closing to occur in connection with the Department-wide bidding process, the following will apply:

1. The Employer shall provide the affected Officers/Investigators a minimum of ten (10) calendar days of advance notice, in the absence of an emergency or reasonably unanticipated circumstances. During this ten (10) calendar-day period, affected Officers/Investigators shall be notified of the Building/Division(s) that they will be allowed to move to.

2. Officers/Investigators shall be allowed to choose in order of seniority, from `most to least, from the available Building/Division(s) identified by the Employer. They shall retain their bidded shift and detail upon movement to the new Building/Division(s).

3. In the event that the closed Building/Division is reopened, partially or completely, prior to the next occurring Department-wide bid, the affected Officer/Investigator shall be permitted to transfer back to his/her former bidded shift, detail and Building/Division by seniority, most to least, provided there is an available position in the reopened Building/Division.

4. If an Officer/Investigator successfully bids or if a Department-wide bid occurs while his/her bidded Building/Division remains closed, s/he will not retain rights to his/her former bidded Building/Division.

5. In the event that the Employer closes a Building/Division, Officers/Investigators shall not be compensated under the Article III, Section 3.3A Temporary Reassignments or in any other way except as otherwise outlined herein.

6. Nothing in this Agreement will limit or waive the rights. defenses, or available remedies of either party arising out of or based on the Division closings existing prior to the ratification of this Agreement, e.g., the grievance pending in Case No. 1-14-053.

ARTICLE III
Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to define and establish regular work hours and to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day which may be required.

Section 3.2 Regular Work Periods:

A. DOC:

1. The work schedule for Correctional Officers working in the Department of Corrections shall consist of five consecutive days of work and two consecutive days off.

2. Generally, the work week for Correctional Officers working in the Department of Corrections will consist of the same eight (8) hour units within a seven-day period. The hours of work will generally be either one of the following schedules:

6:00 a.m.	-	2:00 p.m.
2:00 p.m.	-	10:00 p.m.
10:00 p.m.	-	6:00 a.m.

or

7:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	11:00 p.m.
11:00 p.m.	-	7:00 a.m.

Transportation unit shifts will be either one of the following:

12:00 p.m.	-	8:00 p.m.
6:00 a.m.	-	2:00 p.m.

Sanitation shifts will be the following:

6:00 a.m.	-	2:00 p.m.
7:00 a.m.	-	3:00 p.m.

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

No Officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an employee be required to work different shifts (i.e., 8:00 a.m.

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

3. Except as provided elsewhere in this Agreement, an Employee's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour work day shall include and be interrupted by a one (1) hour paid lunch break. In the event an employee is ordered not to take all or any part of his lunch break, the Employer shall give an employee who works through their paid lunch period the option of either receiving a half hour (1/2) of additional pay or a full hour of compensatory time for doing so. This additional pay or compensatory time does not count towards an employee's 80-hour overtime threshold. Example: If employee A is ordered not to take a lunch on a given day and works an eight hour shift, then Employee A can choose either to receive eight and a half (8.5) hours of pay for that day or eight (8) hours of straight pay for that day plus one (1) hour of compensatory time.

4. The Employer agrees to provide lunch periods to all Officers/Investigators between the 3rd and 6th hour of their shift or to allow Officers who did not receive a lunch within these hours to leave the compound one hour prior to the end of their shift.

   The Employer and Union agree that any Officer/Investigator who use benefit time during any shift, shall receive their lunch break providing the Officer/Investigator works at least five (5) hours of their shift; however, this time cannot be used towards the lunch premium.

   If an officer does not receive a lunch break between the 3rd and 6th hours of their shift or is not permitted to leave after their 7th hour, the Employer will provide a lunch premium in accordance with paragraph (C) above. To be provided a lunch premium in lieu of the break set forth in this paragraph, an Officer must actually work at least seven (7) hours of his/her shift.

   The Employer and Union agree that in the event that an Officer/Investigator receives a lunch premium due to the Employer not being able to allow an Officer/Investigator to take any or all of his/her lunch. The Employer shall issue the lunch premium by seniority, from most to least, on a rotational basis using overtime volunteers first, mandated overtime second, and then regular staff.

B. Boot Camp:

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

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

First Watch:	0530 to 1330 hours
Second Watch:	1330 to 2130 hours
Third Watch:	2130 to 0530 hours

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

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

C. DCSI (Electronic Monitoring):

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

First Watch:	11:00 a.m. to 7:00 a.m.
Second Watch:	7:00 a.m. to 3:00 p.m.
Third Watch:	3:00 p.m. to 11:00 p.m.

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

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

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

D. Women' Justice:

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

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

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

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

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

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

Section 3.3 Overtime Policy and Procedures:

Contingent upon the needs of the Employer, qualifying Officers/Investigators will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. Officers/Investigators shall be given a minimum of four (4) hours of overtime pay or compensatory time (of their choosing) for any overtime they volunteer to work, and are notified by the Employer that they will be working, example (Officer A is sent home from voluntary overtime after working three (3) hours, Officer A is entitled to four (4) hours of compensatory time or pay, of the Officers/Investigators choosing for the three (3) hour shift), Officers/Investigators may work less than four (4) hours (and be paid for the hours worked) upon mutual agreement between the Officer/Investigator and the Employers designee, and only after the Officer/Investigator has been chosen to work overtime according to the voluntary overtime procedure outlined in section B1 of this article has been followed. In order to ensure the fair and equitable distribution of overtime, a tracking system which is agreed upon by the Employer and the Union will be created and implemented upon the ratification of this agreement. Officers/Investigators shall notify their supervisor or the Division/Unit they intend to work overtime in no later than three (3) hours prior to the end of their shift. The rotating basis shall be defined or followed in this manner. Example: (Officer A has more seniority than Officer B, Officer A volunteers for overtime and is granted overtime for three (3) consecutive days due to Officer B not volunteering for any overtime. On the fourth day Officer B volunteers and is granted overtime according to the rotational basis. On day five both Officer A and Officer B volunteer for overtime, Officer A is entitled to work the overtime shift due to the rotational basis of granting overtime). Any Officer/Investigator who has not volunteered for overtime, this is to include RDO's or use of benefit time or any Officer/Investigator who has not had the ability to volunteer for overtime, shall retain their current position or advance towards the top of the rotational overtime tracking list during the pay period.

PROCEDURES AND PROVISIONS

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

A. Temporary Reassignments.

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

B. Voluntary Overtime.

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

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

2. The next Officers to be offered overtime are those on duty in other Divisions/Units on a voluntary basis based on seniority.

3. The next Officers to be offered overtime are those on duty in Divisions/Units outside the DOC desiring to work overtime inside the DOC on a voluntary basis based upon seniority.

4. The Shift commander may call Officers from the Division/Unit in need who are on an RDO or RTO who have volunteered.

5. The Shift commander may call Officers from the Division/Unit in need who are on an RDO or RTO from another shift, who have volunteered.

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

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

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

C. Mandatory Overtime.

When it has been determined that there is a critical need for overtime, the Superintendent/Unit Supervisor will make the decision to require that Officers work overtime after completion of C.B.A Article 3.3 B2, beginning with those with the least seniority.

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

Any Officer/Investigator who is mandated beyond his or her normal shift, shall be notified no less than one (1) hour prior to the end of his or her tour of duty. Generally, any Officer/Investigator that refuses mandatory overtime shall receive discipline in the following progressive steps.

1st Refusal- one (1) day suspension

2nd Refusal- two (2) day suspension

3rd Refusal- three (3) day suspension

4th Refusal- four (4) day suspension

5th Refusal- five (5) day suspension

6th Refusal- twenty-nine (29) day suspension

A refusal of mandatory overtime after the 6th occurrence may be referred for Merit Board action. Any Officer/Investigator who surpasses three (3) months from their last occurrence without incurring another refusal for mandatory overtime shall start from the beginning of the progressive discipline steps upon their next refusal of mandatory overtime. If an Officer/Investigator receives discipline for the refusal of mandatory overtime, that shall be considered working mandatory overtime for the purposes of rotation of mandation, for that pay period. Any Officer/Investigator who is improperly mandated shall receive one (1) hour of pay at their regular rate of pay in addition to the overtime premium pay of time and a half. Any Officer/Investigator who volunteers and works overtime during the pay period shall be moved to the bottom of the mandation list. If two (or more) Officers/Investigators volunteer for overtime on the same shift and on the same day, both will be moved to the bottom of the mandation list, but the Officer/Investigator with more seniority shall appear lower on the list.

D. Voluntary and Mandatory Overtime for Specialty Units.

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

No Officer shall be assigned to work mandatory overtime more than once in the same pay period, unless every on duty Officer within that specialty unit has already performed mandatory overtime during that same pay period.

This shall not preclude any members in special assignments from being able to volunteer for overtime in other assignments if so qualified.

Section 3.4 Overtime Compensation:

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

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

Section 3.5 Compensatory Time and/or Overtime:

Effective upon ratification and Board approval, at the Officer's option, time and one-half (1½) overtime may be accumulated as compensatory time due, calculated at overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

Section 3.6 Shift relief:

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

In the event that the officer has not been released to leave the workplace by one minute past the end of their assigned work period, the officer shall receive 15 minutes of pay or compensatory time. For example: Officer A leave the workplace at 1502 hours, Officer A is entitled to 15 minutes of compensation at the overtime rate. If Officer A leaves the workplace at 1516 hours, Officer A is entitled to 30 minutes compensatory time or pay at the overtime rate, at the officer's election.

ARTICLE IV
Seniority

Section 4.1 Definition of Seniority:

A. For the purpose of this agreement, other than Section C below, seniority shall be defined as commencing on the member's date of hire as a sworn law enforcement officer with the

Cook County Sheriff's Office. Employees will bid based upon seniority for shift, detail and divisional/unit, vacation dates, and overtime assignments within their departments or specialized units. Currently, the specialized units for purposes of this Section are Canine, Transportation and ERT in the DOC; the Department of Women Justice Services; the Sheriff's Impact Incarceration unit commonly known as Boot Camp; and the Electronic Monitoring unit.

B. Beginning March 25, 2013, an Employee's union seniority shall be their date of hire as a sworn Law Enforcement Officer with the Cook County Sheriff's Office. This section 4.1(B) supersedes any contradictory language in the CBA.

In the event two or more Officers have the same seniority date, preference shall be given based on the lowest County employee number, then second by lower JDE number.

C. County-Wide Seniority shall be used for purposes of vacation earned and accrued under Section 7.1 of this agreement, defined as a combination of Department seniority plus any time which is credited under Section 1 below or COUNTY SERVICE IN ANOTHER DEPARTMENT OF COOK COUNTY.

1. Any Employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as Employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

2. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

D. Termination of Seniority: An Employee shall be separated from employment and have his/her seniority terminated for the following reasons only:

a. The Employee resigns or quits,

b. The Employee retires on regular service retirement,

c. The Employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure,

d. The Employee does not return or renew at the expiration of a leave of absence,

e. The Employee does not return to work when recalled from layoff.

E. For all new hires made after the date of ratification of this Agreement, any new employee shall be considered a probationary employee for a period of fifteen (15) months from the beginning of their employment during which time they shall have no seniority rights except for vacation purposes. A new Employee may be summarily dismissed within said fifteen (15) months from the date of employment at the sole discretion of the Employer. If such Employee is retained beyond the fifteen (15) month probationary period from the beginning of his employment, he shall immediately thereafter be classified as a regular Employee and his seniority shall commence as of the date of his original employment.

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

G. Personnel assigned or transferred to the bargaining unit covered by this Agreement from other bargaining units employed by Sheriff or the County will carry their county wide seniority for the limited purpose of determining wages and accumulation of benefits which are awarded based on seniority, i.e. vacation time accrual. However, for purposes of competitive bidding or other rights which may exist based on seniority (i.e. assignment, vacation picks and bidding), seniority for the personnel assigned or transferred to the bargaining unit covered by this Agreement shall not be based on their county-wide seniority but the seniority which begins to accrue on the first date of the assignment or transfer into the bargaining unit, except that for individuals involuntarily assigned to the jail who previously worked as a correction officer at the jail, they will be entitled to use their combined current and prior service time as a correctional officer at the jail for all union seniority purposes.

Section 4.2 Reduction in Work Force, Layoff and Recall:

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

Section 4.3 Court Services Transfer Recall:

In the event of layoffs in the Sheriffs Court Services Department, any and all Deputies who have transferred from the Cook County Department of Corrections shall be subject to recall to the Cook County Department of Corrections upon notice from the Union of intent to recall (provided there are Employer recognized vacancies). In the event that there are laid off employees from both the Court Services Department and the Department of Corrections, laid off Department of Corrections staff would have rights of first recall regardless of overall County seniority. Any recalled Court

Services employees transferred to the CCDOC under this section would thereafter be subject to the rates of pay under the Department of Corrections Correctional Officer Collective Bargaining Agreement and would otherwise be covered by the CCDOC CBA unless/until those individuals are recalled/transferred back to the Court Services Department in line with the applicable CBA between the Employer and the Court Services Department. Any recalled Court Services employees transferred to the CCDOC under this section would be considered non-bid until the next Compound Wide bid. Any recalled Court Services employees transferred to the CCDOC under this section would have to serve any final discipline issued while as a member of Court Services. This language shall be retroactive to the year 2010. In the event that the Employer does not follow this language the Union can expedite the issue to expedited arbitration/arbitration for resolution.

Section 4.4 Seniority List:

Within thirty (30) days of ratification, the Employer will furnish the Union a master list showing the name, employee number, Department of Corrections/Department of Community Supervision and Intervention/Boot Camp seniority date within each such Department, current job assignment and star number of each employee. The Employer shall post a similar list. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error as it appears on that list or it will be considered correct and binding on the employee and the Union for the duration of that list. The Employer will furnish the Union a revised list quarterly, including before each occasion of a compound-wide bidding under Section 14.3. A copy of each subsequent revised list will be available for inspection and review in the Security Office of each Division/Unit. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein.

ARTICLE V
Rates of Pay

Section 5.1 Job Classifications:

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

Grade 17 Paygrade-Officers (Effective May 31, 2021)

Grade 18CS2 Paygrade - Investigators K9 Specialists, Sheriff's Furlough. Transportation Officers, Training Academy Officers, E.R.T. Officers, V.R.I.C. Instructors. Electronic Monitoring (In Effect) (Effective May 31, 2021)

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

Effective the first full pay period after upon ratification, all bargaining unit members eligible under the American Relief Plan (ARP), shall receive a one-time $3,000 pandemic lump sum payment.

Effective the first full pay period after upon ratification employees will receive a one-time $250

uniform lump sum payment (to offset the cleaning of uniforms during the pandemic).

Effective the first full pay period on or after June 1, 2021, the pay rates for all classifications shall be increased 1.50%.

Effective the first full pay period on or after June 1, 2022, the pay rates for all classifications shall be increased 2.50%.

Effective December 1, 2022 employees will receive a $1,000 lump sum payment

Effective the first full pay period on or after June 1, 2023, the pay rates for all classifications shall be increased 2.50%.

Effective the first full pay period on or after June 1, 2024, the pay rates for all classifications shall be increased 2.00%.

Section 5.2 Court Time:

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

Section 5.3 Shift/Maximum Differentials:

Effective December 1, 2018: All employees regularly scheduled/bid to work the first (1st) and third (3rd) shift will be paid a premium of twenty-five cents ($0.25) per hour for all hours worked on the first (1st) and third (3rd) shift.

Effective December 1, 2018: All employees regularly scheduled/bid to the maximum security divisions (Div 9 and 10 only) will be paid a premium of one dollar ($1/00) per hour for all hours worked in the maximum division (Div 9 and 10 only).

Section 5.4 Late Payment:

Payments owed to members of the bargaining unit shall be made promptly. This includes but is not limited to compensation such as wages, overtime, premium and other forms of pay. This provision shall also apply to monetary awards either from a settlement or administrative award. All such obligations shall be paid within fourteen (14) days. If not paid within that time, the County and the Sheriff shall meet with the Union to immediately facilitate payment.

ARTICLE VI
Holidays

Section 6.1 Designation of Holidays:

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

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Washington's Birthday - Third Monday in February
5. Casimir Pulaski's Birthday - First Monday in March
6. Memorial Day - Last Monday in May
7. Juneteenth – June 19
8. Independence Day - July 4
9. Labor Day - First Monday in September
10. Columbus Day - Second Monday in October
11. Veteran's Day - November 11
12. Thanksgiving Day - Fourth Thursday in November
13. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

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

C. Effective December 1, 1993, Employees who work on any one of the six (6) major holidays, i.e., New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day shall receive time and one-half (1 ½) for all hours worked, plus an additional day off with pay.

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

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

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

Section 6.2 Eligibility:

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

A. The Employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless said officer received authority to take those days off.

B. The Employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave or other authorized paid time during such period.

C. Holiday compensation will not be credited to members scheduled to work on a holiday if the member is on the medical roll (except IOD) or absent due to sickness.

Section 6.3 Holidays in Vacations:

If a holiday falls within an Employee's scheduled vacation, such Employee, if otherwise eligible, shall be granted an additional day of vacation.

ARTICLE VII
Vacations

Section 7.1 Vacation Leave:

A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Article IV, Section 4.1(B) 1, shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 6th	80 hours	160 hours
7th thru 14th	120 hours	240 hours
15th years and over	160 hours	320 hours

B. Vacation accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue time in that period. Vacation time will be earned and accrued at the following rates:

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

C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (l) one day or more and shall be scheduled pursuant to Section 9.7 contained herein.

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

E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be

entitled to receive the employee's prevailing salary for such unused vacation period.

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

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

H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation:

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

The vacation period will begin May 1st and end on March 31st. Each bargaining unit member desiring to select vacation time for this period must select a minimum of forty (40) hours, five (5) working days. However, the bargaining unit member may at his/her option, use all or part of the maximum allotted vacation time earned for one (1) fiscal year. The employee who wishes to split his/her vacation may do so in as many weeks as are earned for one (1) fiscal year. Once the vacation periods are selected by the bargaining unit members, he/she will within a reasonable time period receive a copy of the selections signed by both the member and the unit supervisor. The vacation bid period shall begin on or before April 1st and be concluded no later than April 15th of each year, or earlier as may be agreed.

At least eight percent (8%) of the sworn personnel on each shift within each division/unit will be allowed off for vacation. Civilian personnel, training, suspensions, meetings, excused absences, etc., will not be used in this determining number of bargaining unit members that may be allowed off for vacation. (Personal time, holiday time, and time due are not a part of vacation, therefore at least an additional two percent (2%) will be allowed for such time. Usage of vacation time in one (1) day increments shall be included in this calculation). The (8%) of vacation time usage and (2%) percent of compensatory time usage will be based off of the total number of Officers/Investigators scheduled to work. Officers/Investigators who preschedule time off on the calendar in blocks of two (2) hours or less shall not be counted on the calendar for any reason.

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

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

Section 7.3 Sixty-Three Day Calendar:

The Employer shall establish a 63–day calendar to reflect time off requests other than bid vacation under Article III. The 63–day calendar will be used to enter vacation or compensatory time-off requests to be taken in the upcoming 63–day period. Requests shall be approved on a first-come, first-served basis, regardless of seniority, commencing at the start of roll call on the 63rd day. Requests shall be time-stamped or initialed by a supervisor.

ARTICLE VIII
Welfare Benefits

Section 8.1 Hospitalization Insurance:

A. The various hospitalization insurance plans (as described in the attached Appendix C) which are in effect shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.

B. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.

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

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

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

Section 8.2 Sick Leave:

A. Sick leave accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue sick time in that period. Sick leave will be earned and accrued by all eligible employees at the

rate of 3.70 hours per pay period.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation hereunder. Additional leave shall continue to accrue while an employee is using that already accumulated.

C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Employer shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge. Employees shall notify the Employer's call in center (Sick Call Line) two (2) hours prior to the start of the employee's shift, when using Sick and FMLA time.

D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. After five (5) consecutive working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.

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

For health related absences of less than four (4) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances where the sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

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

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

H. This provision applies only to officers/investigators for whom a pattern of medical time misuse has been demonstrated as described below. An Officer/Investigator who calls in

sick must remain in his or her home for the duration of his or her missed shift. Any time he or she has to leave his or her home (e.g., doctor's appointment, pick up medicine, etc.) he or she must report the movement to the medical call in line. The Officer/Investigator must indicate the location of where he or she is going and the expected duration of the time away from home, this includes care in another person's home. The medical call in line may call his or her home or cell phone at any time throughout the missed shift to verify that he or she is at home. The Sheriff reserves the right to send personnel to the Officer's/Investigator's home to verify his or her location where a pattern of medical time misuse is demonstrated. For purposes of this provision, medical time misuse shall be defined as three (3) or more instances of medical time use over a sixty (60) day rolling period that are on the day before or the day after any scheduled benefit day off or three (3) or more instances of medical time use over a sixty (60) day rolling period, on the same week or weekend day. A pattern of medical time misuse also shall be defined as use of three (3) or more instances of medical time over a sixty (60) day rolling period when the member has eight or less hours of accrued medical time, otherwise known as "earn and burn." The Sheriff also reserves the right to check any and all employees who call in sick on any one of up to 12 designated days during the calendar year which shall be designated by the Sheriff within 48 hours' notice to the Union. Any officer calling in medical on these designated days shall have to report movement to the department. The first violation of this language shall result in a three (3) day suspension, the second violation shall result in a fifteen (15) day suspension, the third violation shall result in a twenty-nine (29) days suspension and the fourth (4) violation shall result in a Merit Board complaint register being filed for discipline, to include termination. If the Officer goes six (6) months without an infraction, he shall go down one step in the progressive discipline process.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act.

Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

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

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

Pension benefits for Employees covered by this Agreement shall be as mandated under the Illinois Compiled Statutes.

Section 8.6 Dental:

All Employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Maintenance of Benefits:

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

Section 8.8 Employee Assistance Program:

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

Section 8.9 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.10 Transitional Work Plan:

No less than forty-five (45) qualifying employees shall be permitted to temporarily work in fulltime, medically restricted assignments as part of a transitional work plan. To be eligible to participate in a transitional work plan, the employee must provide a medical prognosis from their treating physician that indicates that the officer is capable of physically performing the transitional assignment and that the officer is expected to return to full-duty during their prescribed time in the

transitional work plan. The employer has the right to send the employee to its own physician for a second opinion by an Independent Medical Examiner ("IME"), whose opinion shall be final and binding.

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

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

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

Section 8.11 Proof status policy:

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

A. Definitions

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

   a. In conjunction with any scheduled day off (holiday, RDO, vacation, etc.); or

   b. On the same day of the week; or

   c. In conjunction with paydays.

2. A pattern of medical time misuse may be defined as use of medical time over a 60 day period when the member has eight or less hours of accrued medical time, otherwise known as "earn and burn."

3. Counseling shall remain in effect for a period of 30 days or until the following month's attendance review and consists of a meeting between the member and a command staff member to review medical time misuse.

4. Proof status shall be for a pattern of misuse of medical time, after the member was counseled for medical misuse in the previous month and shall last for a 90-day period.

B. Action plan:

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

1. A union representative shall be present when the employee is called for the counseling session;

2. The counseling session will use a standardized counseling form that is completed and signed by the supervisor, employee and union representative;

3. The counseling shall ensure that the employee understands his or her options of EAP (Employee Assistance Program), disability leave, and FMLA;

4. The fourth misuse of medical time following this pattern within the 30 day period immediately following the counseling session will result in placement on Proof Status, except when the employee has 96 hours of accumulated medical time or more;

5. The employee will be notified of the Proof Status placement prior to being placed on Proof Status, and this will be verified by signatures of the supervisor, employee, and union representative.

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

1. If employee is placed on proof status and provides proper medical documentation within three (3) business days after returning to work. The employee will not be docked or receive progressive discipline for the day(s) taken.

2. Proper medical documentation must contain the following minimum criteria:

    i. Printed name, address, phone number, and signature of the medical practitioner;

ii. Date(s) of the examination/visit, date(s) employee was unable to work, and the date the employee can return to work; and

iii. Indication that the employee was unable to work due to personal or family illness.

3. Documents that do not meet the minimum criteria required will not be accepted and the employee will immediately be notified. If acceptable documentation is not provided within three (3) business days after returning to work, the employee will be docked for the day(s) in question.

4. Upon acceptance of proper medical documentation, the shift commander must attach a copy of the medical documentation to the daily payroll/attendance sheets.

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

E. Exceptions to Proof Status:

1. Any employee who has a accrued substantial medical time (96 hours or more), the employee shall not be subject to Proof Status;

2. Employees on disability or EAP shall be excused from counseling or proof status during that period of disability or while enrolled in an EAP program;

3. Preapproved medical time used for doctor's visits and/or medical procedures;

4. Authorized use of approved FMLA.

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

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

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

Section 8.12 Paid Time/Unscheduled Absences:

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

Any medical time usage (excluding emergency personal days) disqualifies the employee from this benefit regardless of whether it was approved in advance.

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

Section 8.13 Insurance Coverage Layoff:

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan, as appropriate.

Section 8.14 Short Term Disability Benefit:

The County agrees to provide a voluntary short-term disability product by December 1, 2018, (similar/comparable to the short-term disability product offered by AFLAC).

ARTICLE IX
Additional Benefits

Section 9.1 Bereavement Leave:

A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including stepchildren and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents. An additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household if said funeral takes place more than one hundred fifty (150) miles from the Cook County Department of Corrections, 2700 S. California Ave., Chicago IL.

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

C. All leaves requested must be in writing.

D. The Employee shall have to submit one of the following as proof to the Employer for the leave to be paid: Letter from the Funeral Home Director, Obituary, or a Certificate of Death.

Section 9.2 Maternity/Paternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post- partum childcare. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Sheriff/Designee, or Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees may elect one of the aforementioned parental leaves, but not both.

Section 9.3 Personal Days:

All employees shall earn and accrue personal days at the rate of 1.24 hours per pay period. Employees may be permitted this time off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days, including personal days taken on an emergency basis shall not be used in increments of less than one-half (1/2) day at a time. Scheduling of personal time shall be pursuant to Section 9.7 herein. The Employer will allow, however, 4% of the sworn personnel on each shift within the Division/Unit to take a personal day on an emergency basis by calling in between 1 to 24 hours prior to the shift. Employees entitled to receive personal leave, who enter Cook county employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. Employees shall be allowed to carry one (1) personal day over into the next fiscal year.

Employees shall notify the Employer's call-in center (Sick Call Line) three (3) hours prior to the start of the employee's shift when using personal days. Personal days may be used as additional vacation leave with the prior approval of the Sheriff/Designee. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

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

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

Section 9.4 Family Medical Leave Act:

Employees shall be entitled to family medical leave in accordance with the Family Medical Leave Act. The Employer may require employees first to use (substitute) up to 160 hours if available, of earned and accrued time in conjunction with their FMLA absences per calendar year before commencing unpaid FMLA absences, in accordance with the FMLA.

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

Section 9.5 Jury Duty:

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

Section 9.6 Americans with Disabilities Act:

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

Section 9.7 Notice of Leave:

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

ARTICLE X
Leaves of Absence

Section 10.1 Regular Leave:

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

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

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

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

1. Illness of an Employee properly certified by a physician acceptable to the Sheriff and the Board; however, the Board may require a member who has applied for such leave to submit to a physical examination by a physician of its choosing;

2. Active duty in the military or naval service of the United States;

3. Training in an institution of higher learning;

4. Other reasons acceptable to the Sheriff and the Board.

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

Section 10.2 Seniority on Leave:

An Employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

Section 10.3 Retention of Benefits:

An Employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An Employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the Employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article, provided that it will not seriously affect the performance of the office.

Section 10.5 Military Leave:

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

Section 10.6 Veteran's Conventions:

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

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

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

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.

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

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

Section 10.7 Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

ARTICLE XI
Grievance Procedure

Section 11.1 Policy:

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

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

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

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

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

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

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

An employee is encouraged first to discuss the problem with the immediate supervisor. Only Superintendents or sworn Designee can hear Divisional/Unit grievances.

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

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Union.

Matters which fall within the jurisdiction of the Merit Board cannot be challenged as a grievance. However, discipline of thirty (30) days or less may be grieved as outlined in Article XV Section 15.4 and as maybe further outlined in this Agreement.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or Representatives of the Union may present grievances. Employees may take up grievances through Steps One to Four either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at and receive a copy of such resolution.

A grievance relating to all or a substantial number of employees (Class Action) or to the Union's own interests or rights with the Employer may be initiated at Step Three per the Business Agent or designee or his designee only. Once a Grievance has been filed for discipline of 30 days or less, the Employer shall not impose such discipline until the completion of the 3rd Step of the Grievance Procedure.

Section 11.4 Grievance Procedure Steps:

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

Step	Submission Time (Calendar Days)	To Whom	Time Limits/ Meeting	Time Limits/Response
1st Step	20 days	Superintendent or/Designee	10 days	15 days
2nd Step	5 days	Employee Discipline or/Designee	15 days	20 days

3rd Step	10 days	Sheriff or/Designee	20 days	30 days
4th Step	30 days	Impartial Third Party	20 days	30 days

Step One

1. The Employee obtains a Grievance Form from the Union Representative.

2. The Employee writes the nature of the grievance, attaches a copy of the write-up, if disciplinary, and the resolution sought on the Grievance Form, signs it, returns it to the Representative who will present it to the Superintendent/ Designee. The employee, Representative, and Superintendent/Designee will each keep their appropriate copy.

3. Within the ten (10) calendar days after receipt, the Superintendent/Sworn Designee shall meet with the employee to discuss the grievance.

4. Within the fifteen (15) calendar days after the meeting, the Superintendent/Sworn Designee answers the grievance on the Grievance Form and transmits the answer to the Employee.

5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.

6. If the answer is not satisfactory, the employee may, within the five (5) calendar days after receipt, or if no answer is given, advance the Grievance to Step 2.

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

Step Two

1. On the Grievance Form, the Employee checks that the answer is not satisfactory, writes the date referred to Step 2, signs the form, attaches a copy of the write up, if disciplinary, together with the Step 1 answer, and returns it to the Representative. The Representative presents the grievance to the Executive Director/Designee.

2. Within fifteen (15) calendar days after receipt, the Director of Employee Discipline/Designee shall meet with the Employee to discuss the grievance.

3. Within twenty (20) calendar days after the meeting specified in (2) above, Executive Director/Designee) writes the final answer on the Grievance Form and transmits the answer to the Employee.

4. If the answer is satisfactory or if the Employee fails to advance the grievance within ten (10) calendar days after the Step 2 answer is due, the grievance procedure is concluded.

Step Three

1. Within ten (10) calendar days after receipt of the Step 2 answer, the Employee states that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory, writes the date referred to Step 3, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 answers, and returns it to the Business Agent or designee. The Business Agent or designee presents the grievance to the Sheriff/Designee.

2. Within twenty (20) calendar days of receipt of the letter, the Sheriff/Designee will hear an appeal and submit a written decision to the Employee within thirty (30) calendar days.

3. If the answer is satisfactory or if the Union/Employee fails to advance the grievance within thirty (30) calendar days after the Step 3 answer is due, the grievance procedure is concluded.

Step Four Impartial Arbitration

1. Within thirty (30) calendar days after receipt of the Step 3 answer, the Employee states that the answer given at Step 3 is unsatisfactory, including specific reasons as to why the answer given at Step 3 is unsatisfactory, writes the date referred to Step 4, signs the form, attaches a copy of the write-up, if disciplinary, together with copies of the Step 1 and Step 2 and Step 3 answers and returns it to the Business Agent or designee. If the Union concurs the business representative will advance the Grievance to the Arbitrator or expedited arbitration.

2. Within twenty (20) calendar days of receipt of the letter, the Arbitrator will hear an appeal and submit a written decision to the Employee within thirty (30) calendar days.

Step Four - Impartial Arbitration

If the Union is not satisfied with the Step 3 answer, it shall within thirty (30) calendar days after receipt of the Step 3 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. Failure to contact an arbitrator or FMCS after 30 calendar days shall conclude the grievance process. If the two parties fail to reach agreement on an Arbitrator within ten (10) calendar days, the Employer and Union may request the Local Labor Relations Board, the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a panel of arbitrators. The parties agree to utilize the Local Labor Relations Board and Federal Mediation and Conciliation Service before resorting to the American Arbitration Association. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

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

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

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

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

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

ESTABLISHED HEARING DATES:

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

Section 11.5 Time Limits:

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

Section 11.6 Representatives:

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

The Employer recognizes that the Union shall be granted a total of eight (8) Union Representative (which includes one (1) Business Agent or designee) to service the members of the bargaining unit and handle grievances in conjunction with the unit Representatives. Said Business Agent or designees will have the time necessary to act in this manner without loss of pay or benefits.

The parties agree that all Cook County Department of Corrections Officers/Investigators working in the Union Office, and Union Business Agents with prior approval to enter the Cook County Department of Corrections, shall be permitted to carry a personal phone throughout the Department of Corrections. The parties further agree that the above stated individuals will be permitted to carry into and throughout the Department of Corrections the following: Laptop computers, IPad(s), and/or Notebooks, phone chargers, laptop or notebook chargers, carrying cases, and computer accessories.

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

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

Division I	(one for each shift)
Division II	(one for each shift)
Division IV	(one Representative for each shift)
Division V	(one Representative for each shift)
Division VI	(one Representative for each shift)
Division VII	(one Representative for each shift)
Division VIII	(one Representative for each shift)
Division IX	(one Representative for each shift)
Division X	(one Representative for each shift)
Division XI	(one Representative for each shift)
RCDC	(one Representative for each shift)
Ex Ops	(one Representative for each shift)
Ex Ops Hospital	(one Representative for each shift)
Administration	(one Representative)
Boot Camp(V.R.I.C.)	(one Representative for each shift)
Pre-Release	(one Representative for each shift)

EMU	(one Representative for each shift)
Cermak	(one Representative for each shift)
Training Academy	(one Representative)
ERT	(one Representative)
Sanitation	(one Representative for each shift)
Central Kitchen	(one Representative for each shift)
K9	(one Representative)
Laundry	(one Representative)
Transportation	(one Representative for each shift)
ART	(one Representative for each shift)
Transportation	(one Representative for each shift)

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

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

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

Section 11.7 Union Representatives:

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

Section 11.8 Union Office Working Hours:

Officers who are assigned to work in the Officer's Union Office at the Department of Corrections shall have to work a total of 80 hours per pay period. Any time off, shall be requested by timesheet and/or three-part form. Officers assigned to the Union Office who are assigned to work in the Union Office shall not be held to a set 8-hour schedule per day, for example (if Officer A works 16 hours on Monday, Officer A shall not have to work his/her regularly scheduled 8 hour shift on Tuesday). Officers assigned to the Union Office shall be required to sign in and out regardless of location or shift under penalty of perjury.

ARTICLE XII
Continuity of Operation

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

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

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

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

(c) notify the Employees stating that it disapproves of such action instructing all Employees to cease such action and return to work immediately;

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

Section 12.3 Discharge of Violators:

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

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

ARTICLE XIII
Miscellaneous

Section 13.1 No Discrimination:

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

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

Section 13.2 Safety and Working Conditions:

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

Section 13.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. Notices may be posted unless the Sheriff/Designee disapproves within 24 hours of hand receipt by the Director's office (excluding weekends and holidays). There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 13.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet, negotiate and replace those provisions declared invalid.

Section 13.5 Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Union at least 3 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

The Union recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in the County. In cases of contracting or subcontracting resulting in layoff of employees

covered by this Agreement, the County will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union.

Section 13.6 Tuition Reimbursement:

A. The Employer recognizes the benefits of a well-educated work force and therefore encourages employees to continue their education and acquisition of new skills through any state accredited college or university.

1. The Employee's selected major or minor discipline can be related to his/her present job or a perspective departmental position.

2. The Employee completes the course with a minimum passing grade of "C".

3. The Employee notifies and completes the request for reimbursement procedure within 30 days prior to the commencement of the course, employees shall notify the Employer within thirty (30) days of the successful completion of said course in order to qualify for this benefit. Applications for reimbursement are available by contacting the Cook County Department of Human Resources - Training Division.

B. All County of departmentally sponsored courses and training programs will be afforded to all employees fairly and without restrictions. Notice of these courses or programs will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.

C. The allocation shall be $20,000 per fiscal year. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to employees and not supplement the existing training budget or plans. Reimbursements shall not exceed $500 per employee per fiscal year on a first come basis.

D. Tuition fund allocations shall be used for the sole purpose of uses defined under this article. If funds fall in danger of depletion/exhaustion, employee departmental seniority (in addition to A-l, 2, & 3) will be the primary factor of consideration for remaining disbursement of funds.

E. The Employee will receive reimbursement within 60 days of approval and verification of courses taken, grades received and expenses incurred. Effective FY 2000, in the event the $20,000 is exhausted, employees will be eligible to participate in the County-wide Tuition Program.

Section 13.7 Personnel Files:

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

A. Number. Type and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case, such as a Merit Board matter or grievance.

B. Division Files - All Personnel files shall be maintained in the Personnel office only. Divisions or units shall maintain attendance records and those files necessary for the efficient operation of that Division or unit. All files pertaining to any disciplinary action shall be maintained in the Personnel office, Executive Director's office, or Investigative section. Superintendents or unit supervisors may maintain disciplinary write-up action taken, for a period of twelve (12) months. After twelve (12) months, with no disciplinary write-ups all material will be removed.

C. Employee Review - Employees and/or their authorized Union Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee writing a reasonable period time.

D. Employee Notification - A copy of any disciplinary action or material related to employee performance which is placed in the Personnel file shall be served upon the employee (the employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

Section 13.8 Indemnification:

A. Employee Responsibility

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

B. Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties

and within the scope of his/her employment, or in the furtherance of the business of the Employer. Civil causes of action which arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the Employer shall not, for purposes of this document, be considered within the scope of the Officer's employment, nor pursuant to the performance of his/her duties.

C. Cooperation

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

D. Applicability

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

Section 13.9 Cook County Sheriffs Merit Board:

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

Section 13.10 Credit Union:

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

Section 13.11 General Orders:

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

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

Section 13.12 Uniforms:

The parties have agreed that the uniform allowance will be $800 per year. Officers/Investigators shall receive their uniform allowance from the Employer no later than October 31 of every year unless mutually agreed to otherwise.

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

The Sheriff's Identification card, commonly known as the Deputy Card, shall contain the following only:

Name of Officer/Investigator;
Star number;
Has been appointed Deputy Sheriff and/or Investigator;
Authorized or not authorized to carry a weapon;
Photo I.D. of Officer/Investigator;
Signature of the Sheriff of Cook County; and
Expiration date.

The parties agree that this change will become effective when the new Sheriff's Identification Cards are issued or by 2020, whichever is sooner.

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

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

If the Union finds a Uniform or Equipment provider that offers a similar item to an approved Uniform or Equipment item that is currently in use, which creates a monetary savings to Officers/Investigators, the Employer will incorporate these items into the General Orders/Sheriff's Orders so that Officers/Investigators can purchase these items at a savings. The Employer agrees to, if possible use equipment and Uniforms manufactured in the United States of America, Additionally, before any uniform change is made, the Employer will meet and confer with the union about the change, the item's construction, cost and the like. Final approval for all equipment/uniform changes remains the Employers and shall not be unreasonably denied.

1. Correctional Officers shall be allowed, only as an option, to wear Cook County Star and Name Bar patches on their outer uniform coat. The Cook County Star and Name Bar patches are the same type of patches that are currently permitted on the Correctional Officer utility Uniform.

2. Correctional Officers will not be required to remove their uniform holsters while on duty.

3. Correctional Officers shall be allowed to wear the Cook County Sheriff's leather jacket, only as an option, for winter wear, as previously authorized in the General Orders.

4. Correctional Officers shall have a Class "A" Uniform annual inspection only at In-service Training and the Utility Uniform annual inspection shall take place within the Divisions/Units only during the month of April.

5. Correctional Officers shall be required to have the AA Maglight Flashlight instead of the Streamlight Flashlight as a required uniform item.

6. Correctional Officers shall be allowed to utilize protective gloves, to include but not limited to puncture resistant gloves, only as an optional, uniform item. These protective gloves shall not be made of a weighted (sand or lead filled) material. Said gloves may typically be used during various types of searches (cell, living unit, pat down, etc.) as well as other duties, but shall not be used in any use of force activity.

Section 13.13 Travel Reimbursement:

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

Section 13.14 Union Communication with Employees:

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

Section 13.15 Secondary Employment:

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

A request for secondary employment shall be automatically approved, the Officer or Investigator shall be required to notify the Department Head in writing the location and phone number of the business in which the Officer or Investigator shall be working Secondary Employment. Under the following circumstances, secondary employment may be denied, where the primary business is the sale of intoxicating liquor or gambling and:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor;

2. The employment includes serving as a cocktail waiter/waitress;

3. The Sheriff's Office deems that the employment will bring discredit upon the department;

4. The employment is security related and prior permission is not granted; and

5. The employee has not completed the supplemental liability insurance form.

Officers, Deputies and Investigators who are placed on Administrative Leave without pay shall be allowed to find and work secondary employment without approval from the Cook County Sheriff's Office. Such work may not be related to law enforcement, security or investigative work or any work requiring indemnity or proof of insurance as delineated above and may not in any way rely on their ability to carry a firearm under the Sheriff's Authority or rely on any training that the Sheriff has provided.

In all instances, the Sheriff has seven (7) days to review a request for Secondary Employment, and upon the passing of seven (7) days, unless denied, such request will be deemed automatically approved. Requests shall not be unreasonably denied.

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

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

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

Section 13.16 Duty Related Injury:

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

Section 13.17 Payments for Injury on Duty:

Employees incurring an injury on duty will be covered by the Illinois Workers Compensation Act. Members who notify their supervisor in writing on forms specified by Cook County Risk Management of any on-duty injuries within forty-eight (48) hours, or as soon as possible if medically unable to do so, of the occurrence of the injury shall be paid their regular wages for up to thirty (30) days pending determination of eligibility for workers' compensation. Members are required to cooperate and provide prompt information as requested during the determination of claim eligibility process and throughout the duration of their workers compensation claim. Members whose injuries are deemed not to be duty related will reimburse the County for wages paid in the interim by substituting sick days, vacation days or other accumulated time due, or

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

Section 13.18 Residency Requirements:

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

Section 13.19 Creation of New Units:

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

Section 13.20: Credit Union Deductions:

The Employer agrees to deduct from the wages of employees who so authorize, and remit payments to the credit union offered by the County or by the Union.

Section 13.21: Fundraising:

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

1. The parties agree that the Union shall be able to collect funds through raffles, donations, and other mutually approved forms of fundraising, from its membership at the Department of Corrections.

2. Approval by the Sheriff's Department/Department of Correction shall not be unreasonably withheld.

3. The parties agree that these fundraising efforts can take place on the Employer's property at the Department of Corrections, and the parties further agree that by allowing the union to partake in its fundraising activities, the Sheriff or County of Cook, do not bear any liability for any or all activities associated with the Union's fundraising.

4. The parties agree that the Union shall provide notification to the County of Cook one full business day prior to any fundraising activities.

5. The parties agree that all costs or expenses associated with the Union's fundraising activity shall be paid by the Union, unless mutually agreed upon by both parties.

6. The parties agree that any member associated with the Union's fundraising efforts shall conduct those activities during periods of the day that are not work related, i.e. lunch breaks, before and after an officer's shift, or other such time that does not take the officer away from her/his shift duties.

Section 13.22 Tactical Shorts:

From May 1 one through October 15 of any year, officers working in the transportation unit and in Divisions/Units outside of the Cook County Department of Corrections, shall as an option be allowed to wear lightweight tactical shorts while performing transportation duties.

The following brand will be the approved tactical uniform shorts for these Division/Units:

Brand: Propper
Type: Lightweight Tactical Shorts
Style: #F5233-50
Color: LAPD navy
Material Composition: 65% polyester, 35% cotton rip stop

Section 13.23 Optional uniform t-shirts:

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

Officers who are responsible for the supervision of detainees who complete maintenance, cleaning, or feeding tasks will be allowed to use this optional uniform item. Officers are required to keep any t-shirt presentable consistent with CCDOC General Orders.

Section 13.24 Officer Searches:

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

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

Section 13.25 Stun cuff training:

All officers who have successfully bid into the External Operations Division/Unit, and who also volunteer for training, shall be trained in the operation and deployment of stun cuffs within 365 days of the officers awarded bid.

In the event that stun cuffs are replaced by a new or different technology, this Section 13.25 of the contract shall define the time frame that the employer is required to train officers in the External Operations Division/Unit on the new or different technology that replaces the stun cuffs.

Section 13.26 CDL class:

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

Section 13.27 Firearm registration:

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

The employer shall monitor and ensure that officers at the Cook County Department of Corrections have a current firearm ownership identification card ("FOID"). In the event Employer issues a revocation of an officer's Deputy Card due to an expired FOID, the Officer shall surrender the officer's Deputy Card, unless the officer has a current FOID card, in which case the officer shall take the FOID card to the personnel office to demonstrate the officer has such a card. The personnel office shall make a copy of the officer's current FOID card, notify the department that the officer is in compliance, and the officer shall retain the officer's deputy card; this applies only to expired FOID cards, not revoked FOID cards.

Section 13.28 C/O to P/O Training:

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

Section 13.29 Attendance Incentive Program:

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

Section 13.30 Payback Structure:

The parties agree that, if at any time, a member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback the owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

Section 13.31 Union and County Meetings Respecting Health Care:

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

Section 13.32 Witness Payment:

The County will release, without loss of pay not to exceed thirty-two (32) hours of leave per month, witnesses subpoenaed by the union for Merit Board or Court appearances caused by work-related circumstances. This time is not considered as work and will not be included in the computation of overtime. Further, this provision is not intended to be a limitation on the number of witnesses that the Union may call.

Section 13.33 AVL/GPS/Recording Devices:

In order to ensure the safety of County Employees and to promote efficiency and economy of operations, if the Employer installs any recording medium in any of its facilities, Global Positioning System ("GPS"), Automatic Vehicle Locator (AVL) on its vehicles and other equipment. The purpose of the recording medium, GPS, and/or AVL is to ensure the efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording medium, GPS, and/or AVL may be used in support of discipline. The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment. The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

Section 13.34 Fitness for Duty:

The Employer shall pay any employee that is ordered to take a fitness for duty evaluation, during the course of the first evaluation period, as long as the employee cooperates and complies with all scheduled appointments of the Employer. In the event that an employee does not pass the fitness for duty evaluation, pay shall be stopped after the Employer has provided notification to the Officer/Investigator of a failed fitness for duty evaluation.

Section 13.35 Electronic CBA:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

Section 13.36 FTO (Field Training Officer) Pay:

Officers and Investigators who have been assigned by the Employer to act as Field Training Officers for Probationary Officers, shall receive an additional hour of pay at the straight rate, for each day they work as a Field Training Officer overseeing the training of Officers.

Section 13.37 Promotion and Assignment Postings:

Effective upon ratification, the Employer shall be under no obligation to post notice(s) of vacant positions on any bulletin boards. The County shall post vacancies on the Cook County computerized application system (currently: Taleo).

Section 13.38 Retirement Star/ Retirement I.D.:

The parties agree that any Officer/Investigator who retires from the Cook County Sheriff's department with fifteen (15) years of service shall receive a retirement star within sixty (60) days of the date of retirement. The star shall state Cook County Deputy Sheriff and have the word retired on it.

The parties agree that any Officer/Investigator who retires from the Cook County Sheriff's department after completing fifteen (15) years of service shall receive a retirement I.D. that shall be given to the retiree within sixty (60) days of the date of retirement. The I.D. shall state Cook County Deputy Sheriff and have the word retired on it. In the event that the retiree's I.D. is lost or stolen the replacement cost shall be $150.00 dollars for a replacement I.D.

The issuance of an employee's retirement credentials will not be delayed due to pending discipline (except Merit Board discipline) and the employee will be given his retirement credentials within sixty (60) days upon submission by the employee to the Employer of the employee's retirement notice. The employee must have fifteen (15) years of service with the Sheriff's Department and be otherwise in good standing.

Section 13.39 Oleoresin Capsicum Spray:

1. The Union and the Employer agree that Officers/Investigators at the Cook County Department of Corrections shall be allowed to carry Oleoresin Capsicum, in and out of the facility in accordance with this section.

2. The Employer shall notify in writing, Officers/Investigators who are certified by the Employer to carry and deploy Oleoresin Capsicum, of the make and model type that Officers/Investigators are allowed to purchase.

3. Officers/Investigators shall register with the Employer, pursuant to the Employer's policy, the make, model, and serial number on the container of Oleoresin Capsicum, that they carry. The registration must be renewed each time a new container of O.C., with a new serial number, is purchased, replacing the previous, O.C. container.

4. Officers/Investigators shall be allowed to carry the approved Oleoresin Capsicum, containers into and outside the jail. Officers/Investigators that are certified by the Employer shall be allowed to carry the approved containers throughout their tour of duty at jail.

5. Officers/Investigators who carry their approved Oleoresin Capsicum, containers on their tour of duty shall if ordered to do so, wear a mobile camera system approved by the Cook County Sheriff's office, at all times while on their tour of duty. Officers/Investigators shall activate the camera system prior to deploying their approved Oleoresin Capsicum, containers as long as it does not endanger the Officer/Investigator to do so.

6. Officers/Investigators who deploy their approved Oleoresin Capsicum, containers in a way which violates the Cook County Sheriff's Use of Force Module, whether on duty or off duty shall be subject to discipline by the employer.

7. Officers/Investigators who deploy their approved Oleoresin Capsicum, outside of the jail, shall notify their Superintendent and the Office of Professional Review in writing, within five (5) business days of the incident occurrence. This shall apply for any accidental discharge of the approved containers.

8. The Employer shall train and certify all Officers/Investigators who wish to carry Oleoresin Capsicum.

9. The Union acknowledges the Sheriff's ability to require some units where Officers/Investigators shall have to carry O.C. spray without the ability to refuse to carry the spray. The Employer shall notify the Union prior to implementing the mandatory carry of O.C. spray prior to the creation of a new unit with a mandatory requirement to carry O.C.

10. The Employer shall train all new employees on O.C. spray while receiving training at the Sheriff's Training Institute prior to the completion of their training at the academy.

11. In areas where the Sheriff designates as off-limits (Stroger Hospital, Outlying hospitals, 3rd floor of Cermak) for the use of O.C. spray, a substitute shall be provided for those Officers/Investigators assigned to work them, (O.C.) foam shall be the recognized substitute unless the Sheriff introduces a new substitute which shall not be unreasonably denied by the Union.

Section 13.40 No Shave Cards:

A. Officers/Investigators shall be permitted to wear facial hair for medical reasons while in uniform provided it is in conformance with the Department's standards in the General Orders or Sheriff's Orders governing this issue.

B. Officers/Investigators who wear facial hair and cannot conform to the Departments standards and/or General Orders shall submit a doctor's note to their Division/Unit supervisor. The note shall inform the Employer that the Officer/Investigator has a medical reason for not being able to comply with the Department's standards. Such Officers/Investigators will receive a shaving exemption card ("No Shave Card") which will notify the Supervisor(s) of any Officer/Investigator that is excused from the general facial hair restrictions of the Employer. The employee must still comply with the sheriff's order's of personal appearance and keep any facial hair in conformance with set standards.

C. After the Employer has issued the shaving restriction card as set forth above, the Officer/Investigator shall not be required to request a new card unless the medical restrictions have changed for that Officer/Investigator.

D. The Employer also shall issue a shaving restrictions card to an Officer/Investigator who has a recognized religious belief that prevents the Officer/Investigator from shaving and otherwise conforming to the applicable standards and General Orders on this issue.

Section 13.41 Phone Storage:

A. The parties agree that Officers/Investigators shall be allowed to store their personal phones in their work lockers.

B. The parties agree that if an Officer/Investigator brings their personal phone to any area of

the department that has not been approved by the Sheriff, the Officer/Investigator shall receive a 5-day suspension for the first offense, a 15 day suspension for a second offense, a 29 day suspension for a 3rd offense, and can be terminated at the Sheriff's Merit Board for a 4th offense or higher. Any Officer allowing a detainee to use their personal phone (or using their phone on behalf of a detainee) inside the department of corrections shall be subject to discipline up to and including termination, from the Sheriff's Merit Board. The parties agree that the discipline shall not be retroactive and shall conform with the disciplinary process outlined in Article XV of this collective bargaining agreement.

Section 13.42 Flat Badge:

The parties agree that any Officer/Investigator shall be allowed to purchase a "Flat Badge" from an approved vendor, to carry on the Officer/Investigators person.

Section 13.43 Blauer Sweater:

The Union and Employer agree that the Blauer model number 6540 shall be accepted as an optional uniform item. Officers/Investigators shall be required to have a nametag with their last name on the right breast pocket while wearing this uniform item. Officers/Investigators shall be required to wear either their county issued star or a patch stating Cook County Deputy (and Department of Corrections) on the left breast pocket while wearing this uniform item. Officers/Investigators shall be required to wear a Cook County Deputy patch on their left shoulder while wearing this uniform item. In the event that the model number or design changes the Employer may allow Officers/Investigators to purchase an item of similar make and design, but approval shall not be unreasonably withheld.

Section 13.44 Honor Guard:

The Employer along with the Union agree to establish an Honor Guard Unit for ceremonial use at wakes and funeral services of Correctional Officers.

1. The Honor Guard unit will consist of ten (10) Correctional Officers: seven (7) Honor Guards and three (3) alternates.

2. The selection of the Honor Guard Unit shall be made by mutual agreement of the parties and shall reflect the diversity of the Cook County Sheriff's Office, relying on seniority to the fullest extent possible.

3. The members of the Honor Guard Unit shall be trained on a voluntary basis.

4. The Honor Guard Unit shall be dispatched for wakes and funerals of Correctional Officers upon written request by the Officers/Investigators family and Departmental approval.

5. The written request for the Honor Guard Unit shall be tendered to the Executive Director no less than 48 hours prior to the date of service.

6. Correctional Officers who serve in the Honor Guard Unit will participate in the

Unit during non-working hours or will utilize benefit time to attend.

7. The use of benefit time shall not be incorporated into the overall number of Officers allowed to be off on the Divisional calendar.

Section 13.45 Boot Camp Physical Fitness Test:

To re-qualify for assignment to the Boot Camp as a Drill Instructor, every Drill Instructor will be required to submit to an annual physical fitness test. Previously, the test was bi-annual. If the Drill Instructor does not take and pass the test, the test must be re-taken and passed within 180 days of the original test to remain assigned to the Boot Camp. The Executive Director of the Boot Camp will set the dates and times the re-test will be offered. A Drill Instructor will have a maximum of two tests: the original and the one re-test. Within those parameters, the re-test will be scheduled to accommodate reasonably documented temporary physical impairments due to injury or illness. The Employer will determine the reasonableness of the documentation fairly.

The test will have three components: 1.5 mile run, push-ups, and sit-ups. The standards for passing will be those detailed in Boot Camp General Order 2.6, based upon the Drill Instructor's age and gender. To pass, the Drill Instructor must meet or exceed the standards in each of the three components. If a Drill Instructor meets or exceeds the standards in one or two components but fails the other one or two components, the Drill Instructor must pass all three components on the re-test.

Makeup tests will be offered for Drill Instructors whose failure to test (through all the test dates and times) was excused by the Executive Director due to: in-service training, authorized FMLA, or a temporary medical condition. Reasonable documentation of the excuse may be required by the Executive Director to excuse a failure to test.

Unless excused by the Executive Director in writing, a failure to test will be treated the same as a failure to meet the standards of any of the components of the test.

Section 13.46 Canine Homecare Time:

Effective as of January 28, 2016 Officers/Investigators assigned a canine dog shall be compensated seven (7) hours per week at straight time, as compensation for the home care of their canine.

Section 13.47 E.R.T. Physical Agility Testing Procedures:

The members who are on the E.R.T. Unit will submit to an annual Physical Agility Test, one time per year.

The test will consist of push-ups, sit-ups, sit and reach, 1 ½ mile run, and the obstacle course in accordance with the E.R.T. minimum standards.

Members who do not pass this annual test will submit to a second Physical Agility Test, no sooner than 6 months, from the date of the initial test that was failed.

Section 13.48 Overtime Procedures for Assignments Requiring Consideration of Bona Fide Occupational Qualifications ("BFOQ"):

1. BFOQ assignments for the CCDOC are currently listed:

   a. Division 4

      i. 10-6 Shift: 5 Open-Only Assignments

      ii. 6-2 Shift: 4 Open-Only Assignments

      iii. 2-10 Shift: 4 Open- Only Assignments

   b. Division 8/RTU

      i. 11-7 Shift: 28 Female-Only Assignments

      ii. 7-3 Shift: 35 Female-Only Assignments

      iii. 3-11 Shift: 35 Female-Only Assignments

   c. Cermak

      i. 10-6 Shift: 7 Female-Only Assignments

      ii. 6-2 Shift: 7 Female-Only Assignments

      iii. 2-10 Shift: 7 Female-Only Assignments

2. The parties agree that any and all changes to any BFOQ spots shall be mutually agreed upon prior to implementation during any bid and/or new unit creation. Should the parties reach impasse on BFOQ spots preceding any bid and/or new unit creation, the parties shall submit their respective arguments to an Arbitrator for issuance of a resolution prior to the bid or unit creation consistent with the requirements of the CBA, and the Arbitrator's determination shall be final and binding on the parties. Arbitrator selection for this purpose shall be consistent with Article XI of the CBA unless otherwise agreed upon by the parties, in writing.

3. The following process shall apply for Overtime/Mandation in BFOQ assignments only:

   a. In the event that Officers accept voluntary overtime in a Division/Unit with BFOQ requirements as specified in section 2 above, Officers of the same designated gender shall be assigned to fulfill BFOQ assignments positions before being placed in other assignments without BFOQ requirements.

   b. The Employer shall follow the overtime procedures set forth in Article 3, Section B, 1-5 prior to mandating any Officer to work in a BFOQ assignment.

c. Further, as a clarification, an Officer wishing to volunteer from home for one of the positions must call and have their name put on a list in the Division they want to work. An Officer who calls to be put on the list must indicate Division 4, Division 8/RTU, and/or Cermak if they are willing to come in for each specific Division. Lists will be kept in each division so they must call each division they are willing to work.

Section 13.49 Electronic Monitoring ("E/M") Uniform & Equipment:

1. All Electronic Monitoring Investigators shall be allowed to wear the navy blue short or long sleeve Polo shirt as described in G.O. 25.4.10.0. These shirts shall meet the following specifications: Cook County Flag Patch on right arm just below the shoulder seam, Cook County Deputy Sheriff Patch on the left arm just below the shoulder seam, Cook County six point Investigator star embroidered to the left side of the chest with white thread, and the Investigators full last name of the right side of the chest in white thread. All members will still be required to own and have present during inspection at the annual in-service training a complete class "A" uniform which includes a uniform hat with hat shield.

2. All Electronic Monitoring Investigators shall carry while on duty and be certified by the Cook County Sheriff's Training Institute in the use of oleoresin capsicum which includes a direct exposure, this exposure shall occur once over the course of the Investigators career unless training standards issued by the Illinois training standards board or Illinois State Statutes change . The employer shall purchase and distribute one can of oleoresin capsicum to each Electronic Monitoring Investigator upon certification from the Training Institute. All future purchases will be the responsibility of the individual Investigator. Employer requires a change to the requirements for Oleoresin Capsicum, the change will be mutually agreed upon by the Union and the Employer prior to the change occurring.

3. All Electronic Monitoring Investigators shall carry while on duty and be certified by The Cook County Sheriff's Training Institute in the use of an expandable baton. Any officer entering into the job classification of Electronic Monitoring Investigator (CS2 Investigator) after 01 November 2016 or any newly purchased batons must be a 26 inch RCB Peacekeeper expandable baton model 926B. Any Electronic Monitoring Investigator in the job classification of CS2 Investigator prior to 01 November 2016 must carry any of the following: 26 inch RCB peacekeeper expandable baton model 926B, 26 or 22 inch Monadnock Auto lock baton or a 21 or 26 inch ASP Friction Lock Baton. In the event that the Employer requires a change to the requirements for batons, the change will be mutually agreed upon by the Union and the Employer prior to the change occurring.

4. All Electronic Monitoring Investigators shall carry while on duty and be certified by the Cook County Sheriff's Training Institute in the use of a Taser X2. The employer shall provide Electronic Monitoring Investigators with one Taser X2 to utilize while on duty for those members assigned to street duties. The Employer shall provide all Investigators issued a Taser in the Electronic Monitoring Unit a

holster for the Taser, the Employer will only provide the first holster, all Electronic Monitoring Investigators shall purchase their own Taser X2 holster if the Employer's holster is damaged or lost. If the Employer requires a change to the requirements for Tasers, the change will be mutually agreed upon by the Union and the Employer prior to the change occurring.

5. All Electronic Monitoring Investigators shall carry while on duty one Motorola radio. The employer shall provide each Investigator with one Motorola Radio and battery to take home on a daily basis based on seniority and the availability of radios. Each Electronic Monitoring Investigator shall use the assigned radio only while on duty and immediately notify their immediate supervisor via memorandum if the radio is lost, damaged or stolen. Discipline and or restitution may be required for failing to properly maintain the radio and or battery. The Employer is responsible for replacement and upkeep for normal wear and tear on any radios issued to Investigators. If the Employer requires a change to the requirements for radios, the change will be mutually agreed upon by the Union and the Employer prior to the change occurring.

Section 13.50 Sheriff's Furlough ("SF") /Electronic Monitoring Unit ("E.M.") Transfer:

1. The parties agree that the Sheriff's Furlough Unit shall be removed in the Collective Bargaining Agreement as a recognized Specialty Unit.

2. The parties agree that all Officers from the Sheriff's Furlough Unit transferred to the Electronic Monitoring Unit under section 1 above shall not have to pass any additional tests or oral interviews. Instead, they are automatically accepted to the Electronic Monitoring Unit.

3. The Parties agree that all Officers who transfer to the Electronic Monitoring Unit shall have twelve (12) months from the date of transfer to conform with any change in uniform.

4. Further, the parties agree that all other relevant provisions of the CBA will be modified to reflect these changes.

5. The parties agree that this shall not, in any way, change any other language or practice that is currently ongoing in the Collective Bargaining Agreement.

ARTICLE XIV
Job Posting and Transfers

Section 14.1 Vacancy:

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

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

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

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

Section 14.3 Posting of Vacancies and Bidding:

I. DOC:

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

A. Department-Wide Bidding:

1. At least thirty days prior to the Department-wide bid, the employer shall provide to the Union a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and details which will be available for bid. The employer shall also provide a list of all employees covered by this collective bargaining agreement and their pay status, the list will include the employee's current assignment, the Union and the employer will meet periodically to insure the correct number of bidders and assignments have been added or subtracted from the initial list provided by the employer.

2. By February 1st of every year, the employer will complete a Department Wide Bid which will allow all staff based on their seniority date, to bid for their Division or Unit, shift and detail. The department wide bid will be open to all staff members regardless of when they were last awarded a bid. Staff members can bid for their division or shift and detail and the bid will be awarded to the bidder with the most seniority.

3. The Executive Director will establish the number of staff assigned to each shift and detail in each division or Unit. There will be seven (7) details:

    a. Monday through Friday with Saturday and Sunday off days.

    b. Tuesday through Saturday with Sunday and Monday off days.

    c. Wednesday through Sunday with Monday and Tuesday off days.

    d. Thursday through Monday with Tuesday and Wednesday off days.

e. Friday through Tuesday with Wednesday and Thursday off days.

f. Saturday through Wednesday with Thursday and Friday off days.

g. Sunday through Thursday with Friday and Saturday off days.

4. Based upon a verified seniority list, each officer will be allowed to select the Division or Unit, shift and detail they prefer. This process would allow groups of 100 officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.

5. This choice process would allow one (1) officer at a time, based on seniority, to select his/her assignment from the identified assignments. This process avoids duplication by allowing only one (1) assignment per officer. This process is designed to ensure that officers with the most seniority have the most assignments to select from and an officer with the least seniority has the least assignments to select from. Officers shall be moved to their newly bidded assignments within thirty (30) days of completion of the bid.

B. Administrative Relief Unit

1. The Administrative Review Unit shall be allowed to have no more than 200 officers assigned to the Unit at any time. The Employer shall be allowed to keep new Officers who have completed training at the Sheriff's Training Institute for a period of four (4) months before moving those Officers to Divisions/Units.

2. The parties agree to develop a system to allow ARU officers eligible for overtime opportunities consistent with their seniority.

C. City dog kennel

1. The parties agree that six assignments in the Support Services Unit will be created to monitor detainees assigned by the department of corrections for the purpose of cleaning the City of Chicago dog kennels. The parties agree that the six assignments will be open to bid. The parties agree that should the contract for the cleaning of the kennels be terminated, the bidding officers will be returned to the support services unit on the same shift and detail that the officers are bidded to, for the purpose of supervising detainees at the City of Chicago dog kennels.

2. The hours of work for the dog kennel assignments shall be from 0600 hrs. to 1400 hrs.

3. The parties agree there will be three details for the dog kennel assignments: details one, two, and seven. Two officers of the six assign to the City of Chicago dog kennels will be assigned to each detail.

4. Two officers will be assigned to every 18 detainees assigned to clean the City of Chicago dog kennels.

D. Special Units and Entrance Criteria:

1. The Executive Director of each department must identify to the Union those units or positions which require special or specific licenses, education, skills, knowledge, criteria and/or training in order to be assigned to those positions. Currently there are several Special units in the Department of Corrections, including, ERT, Witness Protection and Transportation, and K9. Also, in the Department of Sheriff s Impact Incarceration, commonly known as Boot Camp (VRIC), and the Electronic Monitoring (E.M.) Department. These positions will be identified as "Special Units". Special Unit vacancies shall be filled in the following manner:

2. The respective Executive Director will establish the number of staff assigned to each shift and detail of the Special unit.

3. Staff assigned to Special Unit positions will have the right to remain in their respective Special Units. Any staff that is reassigned due to pending disciplinary action, if found at no fault, will be transferred back to their original bid position in that Special Unit, or if at fault as soon as the discipline has been served.

4. Any Special Unit that has multiple shifts and/or details, staff members working that Special Unit will, based on seniority, choose/bid their shift and/or detail on an annual basis.

5. Any staff member working in a Special Unit may elect to vacate the Special Unit and participate in the Departmental wide bid. An Officer/Investigator must notify the Employer and the Union of his/her intent to participate in the Department wide bid no less than thirty-one days prior to it taking place.

6. Any vacancies within a Special Unit will be filled first by staff assigned to the particular Special Unit, based upon seniority. Once the position has been filled from within, the initial position or vacancy created by the filling of the initial position will then remain unfilled at the respective Executive Director's discretion or then will be offered to all staff that can satisfy the special and specific requirement, based upon seniority. Then the position may either remain unfilled or the Executive Director may solicit bids from all staff who can satisfy the special or specific requirement.

7. E.M., Transportation, Boot Camp (VRIC), E.R.T. and K9 shall be the only Special Units that are required to take a physical agility test as part of the entrance criteria, unless mutually agreed upon by the Employer and the Union.

8. Not have been suspended for more than five (5) days during the previous twelve (12) month period; All Officers/Investigators who have pending Office of Professional Review cases shall be allowed to continue with the transfer if they pass all entrance criteria. In the event that the final disposition of the Office of

Professional Review case results in the Officer/Investigator receiving a suspension of five (5) days or more, the Employer can remove the Officer/Investigator from the Special Unit and shall return the removed Officer/Investigator to their last bidded assignment, the vacancy created from the removal of the Officer/Investigator shall be immediately filled by the next most senior Officer/Investigator on the waiting list.

9. Possess a valid Illinois Driver's License;

10. Submit to a formal interview;

11. Successfully complete a mandatory drug test and background investigation;

12. Successfully complete and receive a graduation diploma from the U.S. Army Military Police School's Rehabilitation Training Instructors Course (VRIC only).

13. No probationary employees can bid.

14. The bargaining unit member must be authorized to carry a firearm by the Cook County Sheriff's Office; possess a valid Firearm Ownership Identification Card; and; while on duty, carry a firearm that met the Sheriff's General Orders at the time the weapon was purchased and approved, consistent with the General Orders.

15. May not have Seven (7) or more instances of tardiness; or written disciplinary action as a result of no sick time, absent late call, or absent no call within the previous twelve (12) months.

16. Counseling for any rule infraction shall not disqualify an applicant.

17. Officers shall be required to obtain a CDL driver's license through the Cook County Sheriff's office within six (6) months of being transferred to the Transportation Unit.

18. K9 Specialists shall be required to pass a home inspection prior to being accepted to the Unit.

19. K9 Specialists shall receive all items (leashes collars, food, medication, shampoo, etc...) in which to care for their assigned canine partners from the employer within a reasonable period of time (No more than 30 days), in the event that a canine partner retires or is injured to the extent that they can no longer perform their assignment, the K9 Specialists shall be given the option of purchasing the canine partner for one (1) dollar.

20. All Specialty Unit Officers/Investigators may be trained by the Sheriff's training institute in the following non-lethal protective items. Oleoresin Capsicum, ASP, and Taser. The Specialty Unit Officers/Investigators shall carry as part of their uniform while on duty or off.

Physical Agility Yearly Test:

Officers/Investigators shall be released to complete a voluntary physical agility test yearly. The physical agility test shall be conducted during the second week of May, every year. The physical agility test will consist of push-ups, sit-ups, and a 1.5 mile long run, passing scores for these 3 categories shall be graded and scored, age and gender of the Officer/Investigator shall factor into the overall score of the test. Officers/Investigators who pass the yearly physical agility test, shall be considered, as passing the physical agility requirements, for entrance into any Division/Unit that requires a physical agility test for the next twelve (12) month period, or until the next compound physical agility test can be completed. Officers/Investigators shall be required to submit a medical release of good health, as part of the requirement for entrance into any Division/Unit that has a physical agility test requirement. The Division/Units that require a physical agility test are the following: Transportation, Electronic Monitoring Unit, K9, Boot Camp (VRIC), and the Emergency Response Team.

In the event that an Officer/Investigator fails any portion of the test, the failure will not prevent the Officer/Investigator from participating in any future physical agility tests for anywhere else in the Cook County Sheriff's department. In the event that the Officer/Investigator fails any portion of the test and disputes the scoring of the yearly physical agility test, the following shall occur. The Officer/Investigator shall be given 15 minutes to recuperate, a new grader shall be assigned to the Officer/Investigator, the portion of the test that the Officer/Investigator received a failing score shall be re-tested, if the Officer/Investigator fails the re-test, the test shall be scored as a fail.

All Officers/Investigators that pass the yearly physical agility test shall be added to a list, by seniority, from most to least. This list shall be given to the Union upon completion of the list by the Employer.

The following units are required to pass a yearly physical agility test to remain in the Unit: Boot Camp Instructors and Emergency Response Team Officers. These Officers will be required to complete the yearly physical agility test as a requirement to maintain their status in these units. In the event that an Officer/Investigator is excused from taking the test for in-service training, authorized FMLA, Duty Injury, or a temporary medical condition, the Officer/Investigator shall be subjected to a yearly physical agility test no sooner than 6 months from the date of their return. In the event that an Officer/Investigator unless excused by the Executive Director/Designee in writing, a failure to test shall be treated the same as a failure to meet the standards of any component of the test.

All officers currently assigned to E.M. or Boot Camp will have their seniority status revised and shall be converted to give them all of their Department-wide seniority, i.e. they will be allowed to bid their vacation, shift and detail in the current order allowed utilizing their seniority date from the date of hire as a sworn law enforcement officer with the County Sheriff's Department.

A list for each Specialized Unit(s) shall be kept by the Employer and provided to the Union upon request, the list shall be comprised of all Officers/Investigators who completed the entrance criteria requirements for the Specialized Unit(s), the list will be created according to seniority, from most to least. Officers/Investigators shall be transferred to available vacancies in the Specialized Unit(s) that they tested and passed entrance requirements for by seniority, from most

to least. The waiting list for entrance into a Specialized Unit(s) shall be in effect for two (2) years, after two (2) years the Employer shall notify Officers/Investigators that a new list(s) are being populated for the next two (2) year period.

II. Special Units Bidding:

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

Specialized Unit(s) Department-Wide Bidding:

1. At least thirty days prior to the initial annual Specialized Unit(s) Department-wide bid the employer shall provide to the Union a list of all eligible bid positions in each unit and division which clearly sets forth all shifts and groups which will be available for bid. The employer shall also provide a list of all employees covered by this collective bargaining agreement and their pay status, the list will include the employee's current assignment, the Union and the employer will meet periodically to insure the correct number of bidders and assignments have been added or subtracted from the initial list provided by the employer. The employer shall account for enough assignments for every Officer/Investigator in a paid status in the Specialized Unit(s).

2. All Specialized Unit(s)-Department-wide bidding shall be completed prior to February 15th of every year. The Director of Specialized Unit(s) (hereafter referred to as Director) will institute a Department-wide bid(s) which will allow staff, based on seniority, to bid for shifts and groups. The Department-wide bid(s) will be open to all eligible staff members regardless of when they were last awarded a bid. Staff members can bid for their shift and group and the bid will be awarded to the bidder with the most Seniority.

3. The Director will establish the number of staff assigned to each shift. There will generally be seven groups.

    a. Monday through Friday with Saturday and Sunday off days.

    b. Tuesday through Saturday with Sunday and Monday off days.

    c. Wednesday through Sunday with Monday and Tuesday off days.

    d. Thursday through Monday with Tuesday and Wednesday off days.

    e. Friday through Tuesday with Wednesday and Thursday off days.

    f. Saturday through Wednesday with Thursday and Friday off days.

    g. Sunday through Thursday with Friday and Saturday off days.

4. Based upon a verified seniority list, each officer will be allowed to select the shift and group they prefer. This process would allow officers to review all available assignments and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time until all staff members have made their selection.

5. This choice process would allow one (1) officer at a time, based on seniority to select his/her shift and group from the identified shifts and groups available.

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

6. After implementation of these selections, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid(s) or until the next Quarterly bid (described below) if sooner.

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

8. No more frequently than quarterly, the Specialized Unit(s) shall conduct interim postings and bids for any vacancies created during the previous quarters. Such quarterly bid shall be conducted in the same/manner as described above. Officers/Investigators shall be moved to their newly bidded assignments within (30) days of completion of the bid.

9. The E.R.T. shift shall be 0600 to 1400 hours.

10. The only detail available for E.R.T. is Detail 1 for all 28 E.R.T. Officers.

11. K9 shall have two (2) bidded shifts, 0600 to 1400 hours and 1400 hours to 2200 hours.

12. The Transportation Shift(s) is 0600-1400 and 1200 to 2000.

Section 14.4 Court Services Bid and Transfer:

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

by seniority, most to least, who meet the following qualifications will be selected to transfer:

1. Must be on active and paid-duty status

2. Must not be de-deputized or on duty-injury, disability, or a leave of absence.

3. Must not have any of the following:

   a. Written disciplinary action for unauthorized absences or attendance violations within the last twelve (12) months, including violations of the Affirmative Attendance policy. If an employee wishing to transfer has a valid, pending grievance over an unauthorized absence or attendance violation that is the sole reason an employee is disqualified from the transfer process, the union may bring the grievance to an expedited 4th step hearing process and the Employer will hear it prior to making a decision about the employee's eligibility for the transfer. In the event the 4th step hearing officer denies the grievance, the union has the right to bring the grievance to expedited arbitration. If the Union elects to advance the grievance to arbitration, it must notify the Employer in writing within 72 hours of the 4th step hearing. If the grievance is formally advanced to arbitration, the Employer will not take the Employee off the eligibility list until a final decision is made by the arbitrator.

   b. Seven or more instances of tardiness within the last 18 months,

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

4. The bargaining unit member must be authorized to carry a firearm by the Cook County Sheriff's Office; possess a valid Firearm Ownership Identification Card, and, while on duty, carry a firearm that meets the Sheriff's General Orders.

5. The bargaining unit member will be subject to a one-year probationary period. The Employer will only be able to transfer the employee back to CCDOC during this probationary period for just cause. The Union will have the right to arbitrate whether the employee was transferred back for just cause.

6. The bargaining unit member must have a valid driver's license at the time of the bid.

7. The bargaining unit member shall successfully complete a background check, including criminal background check and a driver's license abstract.

Quarterly Bids:

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

1. All vacancies will be identified by shift and detail. The vacancy will be posted in the department.

2. The vacancy will be posted in the department. The vacancies shall be posted on bulletin boards in areas accessible to all staff members in the department for a minimum often (10) days.

3. Only staff assigned in the department will be allowed to bid on the vacancy.

4. In order to be considered for the job vacancy, the interested eligible employees must submit their bids in writing to the appropriate Executive Director's Office within the then (10) day posting period.

5. All vacancies in each department will be filled by the most senior eligible employee who bids thereon, provided said employee has the ability to perform the job and said employee meets all qualifications standards required by the unit.

6. The successful bidder must remain on the chosen assignment for the duration of this agreement or until the next Departmental/Divisional wide bid whichever occurs first.

7. If a vacancy receives no successful bidders in the department, the vacancy must remain unfilled or the Executive Director may solicit applications from other Divisions.

8. If applications are solicited from other Divisions and there are no successful bidders, the appropriate Executive Director may fill the vacancy with a probationary employee until the next Departmental-wide bid.

9. If bids are solicited from other Divisions and successful bidder is chosen, the staff member shall remain in that assignment for the duration of this agreement or until the next Departmental wide or Divisional bid, whichever occurs first.

10. The Employer shall review all vacancies and positions occupied by probationary employees each March, June, September and December. These positions shall be filled according to sections one (1) through nine (9) above or by a Departmental-wide bid.

Section 14.5 Strategic Operations and Information, formerly composed of: Video Monitoring Unit, Case Review, Business Intelligence Unit, Telephone Monitoring Unit:

A. DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL

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

1. At least thirty days prior to any Unit bid, the employer shall provide to the Union a list of all eligible bid positions in the Unit which clearly sets forth all shifts and details which will be available for bid.

2. Schedule adjustments for operational needs (i.e., maintenance/special projects) shall be done on a volunteer basis with seniority being the controlling factor (provided the employee has the requisite knowledge and skill).

3. Schedules shall comply with 80 work hours within a pay period and consecutive days off. Employer agrees to let seniority control when/if schedules are switched. Unless emergency exists, employees & union will be given 21 days notice before any schedule changes. Generally the hours listed in 3.2 shall apply.

4. Based upon a verified seniority list for each department, each officer will be allowed to select the shift and detail they prefer. This process would allow groups of officers to review all available shifts/details and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection. The following entrance criteria applies to Strategic Operations and Information, formerly composed of Video Monitoring Unit, Case Review, Business Intelligence Unit, Telephone Monitoring Unit:

5. The following 'entrance criteria applies to Strategic Operations and Information, formerly composed of, Video Monitoring Unit, Case Review, Business Intelligence Unit, Telephone Monitoring Unit:

In addition:

A. No probationary employees can bid.

B. The bargaining unit member shall have none of the following:

1. Seven (7) or more instance of tardiness; or

2. Counseling for any rule infraction shall not disqualify an applicant.

C. The member cannot have any Department or Office of Professional Review discipline sustained, resulting in a suspension of five (5) or more days within the previous 12 months.

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

If the discipline ultimately imposed by the Office of Professional Review equals 5 or more days, or would bring the member's number of suspension days to 5 or more within the previous 12 months, the Employer may remove the member from the unit to their former assignment, the assignment shall be considered the member's bided assignment.

The Sheriff will comply with a final disposition or order in a disciplinary matter by an arbitrator, judge, or the Merit Board.

D. These units shall have a four (4) month probationary period in which Investigators can be removed at will for non-discriminatory or non-retaliatory reasons. Thereafter, removal can only be for just cause. It is agreed that members in these units must possess and maintain the skills, professionalism and reliability to make the Units successful. In the event the union does not agree with the removal of the Investigator for just cause, the Union shall be able to advance the grievance immediately to expedited arbitration, and the Arbitrator's decision shall be final.

E. The Employer shall provide all Investigators a star/identification with the word "Investigator" on it at no cost to the Investigator.

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

G. The bargaining unit member shall submit to an oral interview and/or written exam(s) consisting of operational and personal attribute questions, as follows:

1. Operational: questions derived from the Sheriffs Orders, General Orders and other written policies and procedures.

2. Must pass the operational portion with a minimum combined score of 70%.

3. Personal attributes: questions to evaluate whether an applicant has the necessary disposition for the position.

4. Must pass the personal attributes portion of the oral interview with a minimum combined of 70%.

A list of the final scores shall be generated by the Employer and provided to the Union within seven (7) days of its creation, this list shall be used to determine which Officer fills any vacancies that are created for any reason for the next two (2) years, in the event that two (2) or more Officers receive the same score, the Officer with the most union (as defined

in Section 4.1(B)) seniority shall be chosen first. If for any reason the list expires or there are no Officers left to fill a vacancy, a new list shall be generated.

The parties agree that the Unit shall have one (1) Union Steward to act as a representative for the unit.

Section 14.6 Officers in Strategic Intelligence Unit:

A. DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL

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

1. At least thirty days prior to any unit bid, the employer shall provide to the Union a list of all eligible bid positions in the unit which clearly sets forth all shifts and details which will be available for bid.

2. Schedule adjustments for operational needs (i.e. maintenance/special projects) shall be done on a volunteer basis with seniority being the controlling factor (provided the employee has the requisite knowledge and skill.

3. Schedules shall comply with, 80 work hours within a pay period and consecutive days off. Employer agrees to let seniority control when/if schedules are switched. Unless emergency exists, employees & union will be given 21 days notice before any schedule changes. Generally the hours listed in 3.2 shall apply.

4. Based upon a verified seniority list for each department, each officer will be allowed to select the shift and detail they prefer. This process would allow groups of officers to review all available shifts/details and make their selection. Once an employee makes a selection, that selection will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection.

5. The following entrance criteria applies to Officers in the Strategic Intelligence Unit:

In addition;

A. No probationary employees can bid.

B. The bargaining unit member shall have none of the following:

1. Seven (7) or more instance of tardiness; or

2. Counseling for any rule infraction shall not disqualify an applicant.

C. The member cannot have any Department or Office of Professional Review discipline sustained, resulting in a suspension of five (5) or more days within the previous 12 months.

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

If the discipline ultimately imposed by the Office of Professional Review equals 5 or more days or would bring the member's number of suspension days to 5 or more within the previous 12 months, the Employer may remove the member from the unit to their former assignment, the assignment shall be considered the member's bided assignment.

The Sheriff will comply with a final disposition or order in a disciplinary matter by an arbitrator, judge, or the Merit Board.

D. These units shall have a four (4) month probationary period in which Investigators can be removed at will for non-discriminatory or non-retaliatory reasons. Thereafter, removal can only be for just cause. It is agreed that members in these units must possess and maintain the skills, professionalism and reliability to make the Units successful. In the event the union does not agree with the removal of the Investigator for just cause, the Union shall be able to advance the grievance immediately expedited arbitration, and the Arbitrator's decision shall be final.

E. The Employer shall provide all Investigators a star/identification, with the word "Investigator" on it at no cost to the Investigator.

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

G. The parties agree that the Unit shall have one (1) Union Steward to act as a representative for the unit.

H. The bargaining unit member shall submit to an oral interview and/or written exam(s) consisting of operational and personal attribute questions, as follows:

1. Operational: questions derived from the Sheriffs Orders, General Orders and other written policies and procedures.

2. Must pass the operational portion with a minimum combined score of 70%.

3. Personal attributes: questions to evaluate whether an applicant has the necessary disposition for the position.

4. Must pass the personal attributes portion of the, oral interview with a minimum combined of 70%.

A list of the final scores shall be generated by the Employer and provided to the Union within seven (7) days of its creation, this list shall be used to determine which Officer fills any vacancies that are created for any reason for the next two (2) years, in the event that two (2) or more Officers receive the same score, the Officer with the most union seniority

(as defined in Section 4.1(B)) shall be chosen first. If for any reason the list expires or there are no Officers left to fill a vacancy, a new list shall be generated.

Section 14.7 Special Management Team/RTUT:

A. DEPARTMENTAL ANNUAL BID FOR SHIFT AND DETAIL

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

1. At least thirty days prior to the annual (every year) Departmental bid, the employer shall provide to the Union a list of all eligible bid positions in the department which clearly sets forth all shifts and details which will be available for bid. In house-bids may be conducted during the bid cycle to fill any vacancies that occur during the bid cycle.

2. For the duration of this agreement, the Executive Director or designee will institute an individual Departmental bid which will allow staff, based on seniority, to bid for their shift and Group (Group/Shift). The individual Departmental bid will be open to all eligible staff members (as identified above) regardless of when they were last awarded a bid. Staff members can bid for their Group/Shift and the bid will be awarded to the bidder with the most seniority.

3. The Executive Director will establish the number of staff assigned to each shift and detail in each division or Unit.:

    a. SMT-Officers will work 12 hour shifts, from 6 AM to 6 PM (2rid shift), 6 PM to 6AM (3'1 shift) or 10 AM to 10 PM (1st shift), 7 days per pay period.

    b. RTUT-Officers will work 12-hour shifts, from either 6am to 6pm, 9am to 9pm, or 6pm to 6am, 7 days per pay period. (see below for day off groups)

    c. Officers will work a rotating schedule of 4 days on 3 days off, 3 days on 4 days off.

    d. Officers will be assigned to work eighty-four (84) hours in a pay period. Officers will be paid for eighty (80) hours and receive four (4) hours of compensatory time, as long as he or she is in a paid status for the eighty-four (84) hours.

    e. In the event that an unauthorized absence, the Officer shall lose pay for 8 hours and not earn 4 hours of compensatory time.

    Example: Officer A calls in "No Sick Time" on his/her 7th workday of the pay period, i.e., his or her final actual workday of the period. He or she will only receive 72 hours of pay on their pay check (for the six (6) x twelve (12) hours days he or

she worked) and will not receive 4 hours of compensatory time.

f. Absent exigent circumstances, for RTU tiers, there will be at least 2 officers assigned to every dormitory tier with maximum security inmates, as well as 2 officers assigned to every celled style SMU tier. The Employer and union agree to confer regularly to discuss staffing and attendance issues impacting the Teams.

g. Absent exigent circumstances, for SMT, there will be 2-6 officers assigned to each tier.

4. Based upon a verified seniority list for each department, each Officer will be allowed to select a vacancy in the Group and Shift (Group/Shift) they prefer. This process would allow groups of Officers to review all available Group/Shift vacancies and make their selection. Once an employee makes a selection that vacancy will no longer be an option for other employees. This process would continue over a designated period of time in each department until all staff members have made their selection.

5. This choice process would allow one (1) Officer at a time, based on seniority, to select his/her available vacancy in a Group/Shift from the identified Group/Shift vacancies. This process avoids duplication by allowing only one (1) vacancy per Officer. This process is designed to ensure that Officers with the most seniority have the most vacancies in each Group/Shift to select from and an Officer with the least seniority has the lease vacancies to select from.

6. Except for Officers that were grandfathered onto the respective units in the March of 2018 Department Bid, after implementation of these selections in each department, the staff members would remain in their respective assignments for one (1) year or until the next Department-wide bid or until the next bid if sooner.

   a. An Officer grandfathered-in must indicate at least am one (1) month before the compound bid whether he or she intends to stay on the Team to participate- fully in the compound bid. If he or she leaves their Team and participates in the bid, he or she gives up their assignment on their respective Team and a vacancy may be created for the compound bid.

   b. There are officer's currently on the Teams that were neither grandfathered in nor bid there in March of 2018. They will, by agreement, stay in-their assignments until. the next compound bid.

7. In the event there are no bidders, or no bidders with the ability to do the job, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with a consenting employee(s),by seniority from a list of volunteers until the next Department Bid, at which time vacancies shall be filled by the most senior bidder.

8. The following entrance criteria applies to Special Management Team:

   a. No probationary employees can bid.

   b. The member must be on active and paid duty status.

   c. No bargaining unit member that is on duty injury, disability, or leave of absence can bid.

9. The parties agree that all current SMT/RTUT Officers prior to the signing of this agreement and mutually agreed upon between the Union and the Employer shall be grandfathered into the unit regardless of the prior criteria used for entrance into the unit. All vacancies in RTUT/SMT shall be filled by seniority at the Compound Bid after March of 2018. It is understood that the positions held by officers grandfathered into the Teams as part of the March 2018 bid will not become vacancies for subsequent bids, if the officer elects to stay on their respective Team prior to an upcoming bid. Electing to stay on their respective Team.

10. The following terms apply to the respective Teams:

    a. Officers need to maintain the respective expectations and qualifications for their Team, as posted and listed below.

    b. Officers may be moved for just cause from their respective Teams if they do not meet the expectations and qualifications.

B. Expectations for SMT Members.

1. Ability to perform all duties and responsibilities outlined in the Correctional Officer job description

2. Ability to perform all assignments within the Special Management Unit Team

3. Remain highly professional at all times even when dealing with problematic, disrespectful, and potentially violent and/or mentally ill detainees.

4. Ensure each detainee has consistent access to approved programming and recreational opportunities
Strictly enforce all security regulations on the units and during movement, including but not limited to proper, regular, and thorough searches of detainees, their living areas, and their belongings; prohibit all objects not expressly allowed on a person or in a living unit or common area; and enforce all sanctions such as limitations on phone calls, etc.

5. Ensure each detainee is consistently provided basic hygiene supplies and other permitted rights and privileges.

6. Engage and communicate with the detainees constantly, positively, and

professionally; get to know the detainees under your control and emulate positive and respectful behaviors.

7. Provide a safe and secure environment for any programming and medical and mental health care that is offered.

8. Treat CCDOC and Cermak colleagues and supervisors respectfully and professionally and promote a positive working environment among all ranks and disciplines.

9. Maintain impeccable attendance and be reliable. The 12-hour shift only works if there are few to no unexpected absences. It is logistically very difficult or sometimes impossible to cover assignments when there are unexpected absences. These unexpected absences strain the staff that do come to work, which is why impeccable attendance is necessary.

C. Expectations for RTUT members.

1. Ability to perform all duties and responsibilities outlined in the Correctional Officer job description.

2. Ability to perform all assignments within the Residential Treatment Unit Team.

3. Remain highly professional at all times even when dealing with problematic, disrespectful, and potentially violent and/or mentally ill detainees.

4. Ensure each detainee has consistent access to approved programming and recreational opportunities.

5. Strictly enforce all security regulations on the units and during movement, including but not limited to proper, regular, and thorough searches of detainees, their living areas, and their belongings; prohibit all objects not expressly allowed on a person or in a living unit or common area; and enforce all sanctions such as limitations on phone calls, etc.

6. Ensure each detainee is consistently provided basic hygiene supplies and other permitted rights and privileges.

7. Engage and communicate with the detainees constantly, positively, and professionally; get to know the detainees under your control and emulate positive and respectful behaviors.

8. Provide a safe and secure environment for any programming and medical and mental health care that is offered.

9. Treat CCDOC and Cermak colleagues and supervisors respectfully and professionally and promote a positive working environment among all ranks and disciplines.

10. Maintain impeccable attendance and be reliable. The 12-hour shift if there are few to no unexpected absences. It is logistically very difficult or sometimes impossible to cover assignments when there are unexpected absences. These unexpected absences strain the staff that do come to work, which is why impeccable attendance is necessary.

    a. In the event of removal, an Officer will be allowed to return to a shift, detail and on the 5/2 schedule that he or she could have been awarded in the most recent Departmental bid

    b. The parties agree that each Team shall have one (1) Union Steward from each Group to act as a representative for the units.

    c. The parties agree that should any Officer be moved due to an investigation by the Employer, the Officer shall retain their current 12 hour shift and 4 and 3 schedule until the investigation is over, unless mutually agreed to otherwise, or until the Officer returns to the unit or bids to a different unit.

    d. Officers may exchange shifts from Officers on the opposite group or another shift within a pay period, if it can be done without any adverse operational or overtime impact.

    e. Officers may not miss work when there is a scheduled shift exchange, i.e., a Group A Officer who voluntarily agrees to exchange a Sunday shift with a Group B Officer's Thursday shift will be solely responsible for covering the Thursday shift for that week. This may be just cause grounds for removal from the respective Team, In the event that the Employer determines that this is the reason for removing an Officer, the Union shall have the ability to challenge this decision in expedited arbitration, the decision of the arbitrator shall be final and binding.

    f. Officers must follow standard protocol for calling in Medical or FMLA and must also call their respective shift commander at least 2 hours in advance to provide enough time to provide proper coverage.

    g. The respective Teams may be closed or reduced at any time in accordance with the guidelines for Building/Unit closures. In the event of a closure or reduction, members will be returned to a shift and detail on the 5/2 schedule to which members could have bid during the last compound bid.

    h. On scheduled work days, Officers will be allowed to work overtime either 4 hours before or after your shift, but not both, i.e. cannot work more than 16 hours in a row. In the event that paperwork remains outstanding at the conclusion of 16 hours, it must be completed during your next tour of duty. There are no other overtime restrictions other than those imposed by the CBA for working overtime on regular days off.

i. Officers will be eligible for 4 hours of compensatory time per pay period of the detail if he or she works and/or uses benefit time for a total of eighty-four (84) hours, however the employee shall not forfeit all of the four hours owed by the employer, (for example Officer A works 84 hours over a two week pay period, and uses FMLA upfront for 1 hour during the pay period, the Employer challenges the use of the FMLA saying it is unauthorized, and the employer is right, the Officer shall be entitled to 80 hours of pay and 3 hours of compensatory time. During the pay period). In the event an officer has maxed out on CE time (i.e., 480 hours), the 4 hours of compensatory time will be paid to you at their regular rate of pay.

j. All benefit time and pay will be earned as prescribed in the collective bargaining agreement, e.g., every officer will earn 104 Holiday Hours per year.

k. All full days off will be taken in 12-hour increments.

l. Training in addition to in-service training will be provided during the bid cycle to all Team Members.

m. Officers must have the ability to work every/any assignment covered by the Team.

Section 14.8 Exceptions to the Requirements of Job Posting, Bidding and Transfers:

I. DOC:

A. Probationary Employees: Notwithstanding any other provision of this Article XIV, the Employer has the exclusive right on his sole discretion, to fill a recognized vacancy with any probationary employee until the next Divisional Department bid.

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

C. During the term of this agreement the Employer and the Union shall have the right in their sole discretion and for any reason, to fill recognized vacancies by transferring to such vacancy up to, and including, one hundred fifty-one (151) employees for the Employer and one-hundred seventeen (117) (which includes seven of the total of eight officers assigned to the union office that shall count as union moves) employees for the Union, provided, that no Officer/Investigator shall be so transferred or reassigned under this section involuntarily. The Employer will notify the Union in writing within five (5) working days of any Employer moves. The Union shall be granted one (1) vacancy on each shift, in each Division/Unit, per detail for any biddable Division/Unit (i.e., one that was open to bid during the last Department wide bid(s)), regardless of there being a recognized vacancy, to transfer qualified Officers/Investigators to, for any reason. The union shall be limited in pulling officers from each respective division, shift and detail to no more than one officer per shift and detail.

For Electronic Monitoring, VRIC, Use of Force Review, ERT, Video Monitoring, the Union shall be granted one vacancy per shift within the Unit regardless of the vacancy being a recognized vacancy (i.e., the union cannot pull more than one officer off of a shift). The employer and union agree to be reasonable when dealing with objections regarding staffing potential shortages that would result in more mandatory overtime and less calendar requests being approved.

The Union will notify the Employer in writing when it intends to use a Union Move under this section, and the Employer will not unreasonably delay transfer of such Union Moves. When an Officer/Investigator is moved under this Section as a Union Move, the Employer will not be able to move the Officer/Investigator under any circumstances other than by Union request; timeframe of the move expiring (the expiration of which is to be determined by the Union); or reassignments under investigation.

1. Said transfer orders shall be dated, and in writing and shall clearly, on its face, designate the Officer/Investigator being transferred, and the position to which said employee is being transferred. The Parties further agree that if such transferred employee is returned to his/her original position during the term of this agreement then the Employer and/or Union shall be able to re-use that transfer right. The Union may ask for, and shall receive a list of available spots/positions in order to accommodate said moves.

2. The Sheriff shall be allowed to adjust posted vacancies during a Department-Wide bid to account for Employer Moves and Union Moves.

3. For purposes of this section 14.4(c), the word "qualified" means that the officer has the present ability to satisfy all entrance requirements to perform the work in the new position and is not otherwise prevented from working in the Division due to reasons stated in Section 14.4(b) and/or due to an actual or reasonably perceived conflict of interest due to an existing familial or romantic/dating relationship.

II. Specialty Unit Investigation:

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

Section 14.9 Notification:

A. The Employer shall notify the Union in writing of all of the recognized vacancies or transfers for each year of this Agreement by January 15th of the following year. The Employer will identify to the Union, in writing, the name of each employee, the division/unit
occupied by said employee, whether such assignment is in a special unit or not.

B. The Employer shall keep a record of all posting for 90 days in the Personnel Office, which shall be available for inspection by the Business Agent or designee and/or a Union official once every three (3) months at a date and time mutually agreeable to by the

Employer and the Union.

C. The Employer shall inform the Business Agent or designee and/or a Union official at the quarterly meeting above, of the number of quarterly divisional seniority bids accomplished.

Section 14.10 Bid Exchange:

Officers in the Department of Corrections (DOC) that are not assigned to a specialty unit or non-DOC Department shall be allowed a one-time switch of assignments with an officer that is not assigned to a specialty unit or non-DOC Department. Similarly, officers in specialty units may have a one-time switch with officers in the same specialty unit, and officers in units in non-DOC Departments may have a one-time switch with officers in that same unit in non-DOC Departments. The Union will post positions offered for switch (including assignment and day off group) on Union bulletin boards and any officer who wishes to switch his or her current assignment for the posted assignment shall fill out the appropriate form at the Union office. The Union will conduct a review to determine if the employees are eligible. Officers may only switch shifts once a bidding cycle, and the switch will remain in effect until the next bidding cycle. The shift exchange will occur within fourteen (14) calendar days of the final selection. Should one of the individuals involved in the bid exchange develop attendance and/or disciplinary problems within sixty (60) days, that person may be returned to their previous shift and the next individual, by seniority, who indicated their desire to exchange bids would then be selected.

Section 14.11 Duty Injury and Disability bids:

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

Section 15.2 Maternity/Paternity Bid:

The parties agree that Officers/Investigators on maternity or paternity leave shall be allowed to bid during any on-going bid process outlined in the collective bargaining agreement. Any successful bid may not be honored if the Employee does not return immediately at the end of the designated time of the maternity or paternity leave.

ARTICLE XV
Disciplinary Action Policy and Procedure

Section 15.1 General Statement:

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

The Employer shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Representation and rights consistent with the Illinois Uniform Peace Officers Disciplinary Act "Illinois Police Officer's Bill of Rights", as amended from time to time in the Illinois Compiled Statues. The Union and the Employer agree

that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that employees are subject to the general orders, rules and regulations of the Employer.

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

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

Officers/Investigators may be allowed to review video pertaining to an incident before submitting written reports (when feasible) and shall be allowed to review video before answering questions regarding Office of Professional Review Interviews.

The Union and Employer agree that the Office of Professional Review (OPR) can interview Officers/Investigators on Injured on Duty, Disability, Compassionate Leave and Leaves of absence. The interviews shall be conducted at the Office of Professional Review. An interview can take place if the Officer/Investigator is medically capable of being interviewed, for example, if the Officer/Investigator is hospitalized or taking prescribed medication that would interfere in any way with the Officer/Investigator providing an accurate statement, the interview shall not happen until the Officer/Investigator is capable of providing an accurate statement. The Officer/Investigator shall be allowed to have representation available prior to the interview if the Officer/Investigator requests such representation from the Union or an attorney. The Office of Professional Review shall be responsible for notifying the Union of the interview 48 hours in advance of the scheduled interview. Any delay in the investigation due to an alleged medical condition of the Officer/Investigator will be added to any time requirements the Employer may have in completing the investigation.

Audio Recording of Witness Statement: The Officer/Investigator agrees to consent if the Employer makes an electronic recording of the witness interview and provides two (2) copies of the electronic recording to the Officer/Investigator providing the witness statement without charge and without undue delay.

Audio Recording of Interrogations: All Interrogations performed by the Employer (or its designee including OPR) will be handled in accordance with the Illinois Uniform Peace Officers' Disciplinary Act ("UPODA"), 50 ILCS 725/1, et seq. Additionally, the Officer/Investigator agrees to consent and the Employer will be deemed to have satisfied its obligation under section 3.7 of UPODA if the Employer makes an electronic recording of the interrogation and provides two (2) copies of the electronic recording to the Officer/Investigator under investigation without charge and without undue delay.

Formal Investigations: All formal investigations conducted by OPR on behalf of the Employer will be completed within eighteen (18) months from the later of: (a) the date that the incident arose if known by both parties, or (b) the date the incident is stamped as received by management in the office of the OPR if the date the incident arose is not reasonably known by both parties. The 18-month time period does not pertain to investigations where there are allegations of criminal activity or in instances of actual threatened civil litigation. The parties agree and acknowledge that the provisions of this paragraph are inapplicable to a separate investigation with a different case assignment number that may involve facts that arose during a separate investigation. Unless the OPR investigation is timely completed, the Officer/Investigator shall not be subject to discipline in the absence of a mutually agreed upon extension of time. The Union will be reasonable when considering these requests when, for example, the Officer/Investigator is away from work for an extended period of time during the 18-month period.

Section 15.2 Purpose:

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

Section 15.3 Policy:

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

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

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

1. Written reprimand(s)

2. Suspension(s)

3. Discharge

D. Sick time is not to be used by Employees as vacations or simply to take time off with pay, but Employees shall not be disciplined for the legitimate use of earned and accrued sick time for medically-related reasons.

Excessive absences from work when not documented as a major illness, disability, or injury on duty are unacceptable. This includes the misuse or abuse of available medical time, as well as dock time.

Notwithstanding any other section of this contract or any prior agreement between the Employer and the bargaining unit's representatives, an employee will be sent to the Merit board for termination if he/she has ten (10) or more unauthorized days of absence (or 80

hours) during a rolling 365-day period (leaves of absences or all non-attendance related suspensions stop the running of the 365-day period.) Unauthorized absences include calling in absent because of an alleged medical condition when an employee does not have sick time to cover the absence; attempting to use a certain kind of benefit time, e.g. vacation, personal or C/E time, when the employee does not have that type of time to cover the absence; being absent-no-call ("ANC"); or when an employee calls in FMLA but does not have the FMLA certification to cover the absence and later fails to get the absence(s) property and timely certified or re-certified as an FMLA-approved absence.

For all unauthorized absences that occur prior to the tenth unauthorized absence in a rolling 365-day period that warrant discipline and fall under the purview of 15.6, the Employer shall use progressive discipline, which could include termination.

In rare circumstances, a period of compassionate leave-pursuant to the terms of Section 15.8—may in good faith be granted to an employee whose approved FMLA leave has expired and show does not have any remaining ordinary disability credits (if applicable) yet still needs to tend to a serious medical condition of themselves or an immediate family member.

The Employer will provide written, quarterly reports to all employees who have incurred an unauthorized absence during the past quarter advising them of their available benefit time and their total number of unauthorized days of absence within the last 365-day period.

All employees will start at zero unauthorized absences for the rolling 365-day calendar on February 21, 2012.

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

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

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

1. Documentation of Employee's past conduct.

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

3. Length of service.

4. Seriousness and circumstances of the infraction.

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

6. Motives and reasons for violating a rule.

H. Major Disciplinary Penalties: Except as to disciplinary action that goes to O.P.R. for investigation, all other major cause disciplinary action with a potential penalty of a suspension of thirty (30) days or less will be served on the Officer/Investigator within thirty (30) calendar days of the date the Employer knew or through reasonable investigation should have known that the offense occurred. Unless the disciplinary notice is timely served, the Officer/Investigator shall not be subject to discipline in the absence of a mutually agreed upon extension of time. The Union will be reasonable when considering these requests when, for example, the Officer/Investigator is absent or on leave during the thirty (30) day period. This provision will be implemented for alleged offenses that arise after October 1, 2015.

Section 15.4 Appeals Procedures:

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

Section 15.5 Disciplinary Action Form:

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

1. Name of employee being disciplined.

2. Date of report.

3. Date and time of infraction.

4. The infraction committed, with a description.

5. Supervisor signature space.

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

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

1. The Employee

2. Division/Unit Union Representative

3. Assistant Director

4. Superintendent and/or unit supervisor

5. Internal Investigations

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

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

A. Suspensions for thirty (30) calendar days or less is documented on a disciplinary action form and given to an Employee in a conference, after approval of the Sheriff/Designee.

B. A disciplinary action form is completed and distributed as specified previously.

C. A disciplinary action form documenting a suspension of three (3) days or less will be disregarded and removed from the Employee's personnel file after twelve (12) months from the occurrence provided that the Employee has received no other suspensions during this
twelve (12) month period. If there was another suspension of three (3) days or less during this time period, then the disciplinary action forms will be so removed eighteen (18) months after the Employee's last suspension.

D. A disciplinary action form documenting a suspension of more than three (3) days for a single infraction, but less than thirty-one (31) days shall not be considered against the employee for purposes of promotion after two (2) years from the occurrence, provided that the Employee has not received any other suspensions involving more than three (3) days for a single infraction during this two (2) year period.

Section 15.7 Representation:

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

Section 15.8 Compassionate Leave:

If an employee with an attendance problem is unable to return to work due to the serious medical condition of themselves or an immediate family member and has exhausted all available leave options, e.g. FMLA and disability leave, the Employer may grant a compassionate leave. The length of the leave will be determined by the Employer based on the medical prognosis of the employee's physician and the expected return to duty date provided by the employee's physician. The Employer reserves the right to get a second opinion regarding the prognosis and expected return to duty date. Compassionate leave shall never exceed one year and shall never be given

again to the same employee or renewed. Any employee granted a compassionate leave shall sign an agreement prior to going on leave that he/she will resign if unable to return to work after the leave expires or if the employee incurs three or more unauthorized absences during the year following the compassionate leave.

ARTICLE XVI
Summary Punishment

Section 16.1 Purpose:

A. Defines the scope of Summary Punishment procedures.

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

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

Section 16.2 Definition:

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

B. Less serious misconduct are acts of omissions, not of a serious nature, which lend themselves to prompt and appropriate corrective action. It would include those violations of the Department of Corrections rules, orders and procedures which pose no threat to the safety or security of correctional staff, inmates or the institution.

Section 16.3 Summary Punishment Limitations:

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

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

FIRST OFFENSE: A written reprimand.

SECOND OFFENSE: Suspending an affected member for one (1) day without pay.

THIRD OFFENSE: Suspending an affected member three (3) days without pay.

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

C. An officer will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said

officer as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.

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

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

Section 16.4 Procedures:

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

1. Acceptance of the recommended Summary Punishment which shall constitute a waiver of the grievance and hearing procedure.

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

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

B. Acceptance of Summary Punishment:

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

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

C. Refusal - Request for Hearing:

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

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

D. Refusal - Grievance:

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

E. Miscellaneous:

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

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

F. De-Deputization:

1. "De-Deputization" is a process wherein the Officer is required to relinquish his/her deputy card and/or credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-Deputization except for just cause.

2. All officers who have been De-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of shall have their credentials and deputy card returned immediately following such action or disposition except for just cause.

G. Summary Punishment Action Request Form (SPAR):

A written reprimand or suspension of three (3) days or less will be disregarded and removed from the employees personnel file after twelve (12) months from the occurrence, provided that the

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

Section 16.5 Disciplinary Review:

The parties agree and acknowledge that the Inspector General shall designate a panel of individuals to provide disciplinary recommendations to the Sheriff (or designee) for cases investigated by the Office of Professional Review ("OPR"). The panel will be comprised of (a) a management designee, (b) a bargaining unit member selected by the Employer from the approved list of 50 candidates presented by the Union in the same rank as the accused was assigned, and (c) a designee from the Inspector General's office. The Employer will notify the Union and the affected Officer/Investigator of the individuals designated for this purpose. This procedure will be used on a temporary basis and the parties will revisit the issue to determine if it should be continued and/or changed as of January 1, 2016.

Section 16.6 Disciplinary Options:

Unless the executive Director/Designee objects. Any member who has a suspension of over 7 days shall be given options to satisfy his/her suspension. The employees must notify employee discipline and personnel when they want time taken off their book within the timeframe prescribed below.

The employee is responsible for notifying Employee discipline that he/she would like to use this option.

The employee is responsible for notifying personnel and employee discipline when they would like time taken off their books.

Any suspensions not satisfied by the use of options will be immediately served at the end of the prescribed time frame below.

- Suspensions of less than 7 days, the employee will have 3 months to satisfy the suspension.
- Suspensions of 7-29 days, the employee will have 4 months to satisfy the suspension.
- Suspensions of 29-60 days, the employee will have 6 months to satisfy the suspension.
- Suspensions of 60-180 days, the employee will have 10 months to satisfy the suspension.
- Suspensions of greater than 180 days, the employee will have 10 months to satisfy the suspension.

- Suspensions that are required to be served after the options timeframe has passed, shall serve his/her suspension according to the employers choice of dates.

Any Officer/Investigator who is required to serve 6 consecutive days or more of suspension, shall have their RDO's count towards the satisfaction of all suspension time owed, (example Officer A is to serve a 7 day suspension, Officer A is in Detail 1 with Saturday /Sunday off, Officer A serves the suspension Monday through Friday, Officer A has satisfied all 7 days owed).

Officers/Investigators are not allowed to work In lieu of, to satisfy suspension time owed.

ARTICLE XVII
Evaluations

Section 17.1 Written Evaluations:

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

Section 17.2 Authority:

A. The CCDOC Performance Appraisal Form currently in use for Correctional Officers is hereby established as the only method by which the Department will evaluate individual performances.

B. The Performance Appraisal Form will be prepared for the rating periods of July 1 through June 30.

C. Data from the Performance Appraisal Form will be used for:

1. Counseling employees as to their job performance, strengths and weaknesses.
2. Determining training needs.
3. Promotional considerations.
4. Providing current employee statistics and personal data.

Section 17.3 Responsibilities of the Department:

A. One month prior to the end of the rating period, May 31, the Department will forward the correct number of Performance Appraisal Forms to appropriate divisions.

B. The Department will ensure that all completed Performance Appraisal Forms are returned to them fifteen days after the end of the rating period.

C. The Department will review each Performance Appraisal Form for completeness, compile a list of numerical scores and forward them to the Director, the Cook County Police and the Corrections Merit Board.

D. The completed Performance Appraisal Form will be filed in the appropriate personnel folder.

Section 17.4 Responsibilities of Superintendents/Unit Supervisors:

A. Superintendents/Unit Supervisors are responsible for the administration of the Performance Appraisal Form within Divisions and Sections under their control.

B. The Superintendents/Unit Supervisors upon receipt of the Performance Appraisal Form will distribute to supervisors who will rate only those personnel under their immediate control.

C. Superintendents/Unit Supervisors will review and sign each Performance Appraisal Form to ensure that the system is administered fairly throughout their Division.

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

Section 17.5 Responsibilities of the Rater:

A. The rater will check the approved furlough list and schedule his ratings so the appropriate ratee will be available for counseling and signature.

B. In cases where the officer being rated has been under the supervision of the rater for less than sixty (60) days, the rater will forward the Performance Appraisal Form to the previous supervisor.

C. The rater is responsible for the proper execution of the Performance Appraisal Form and will sign his name in the designated space.

D. The rater is required to inform the ratee of the final results of the evaluation. The rater should point out strengths as well as areas where improvement is needed.

E. The interview between the rater and ratee should be viewed as a two-way training session whereby both parties are permitted to express themselves and explain reasons for past performances.

Section 17.6 Responsibilities of the Ratee:

A. The ratee will review the Performance Appraisal Form in the presence of the rater and at that time question any items not understood.

B. The ratee is required to sign the Performance Appraisal Form. This signature is not an indication of agreement with the raters evaluation but merely indicates that the ratee has seen and reviewed the Performance Appraisal Form.

C. If the ratee does not agree with the evaluation he has the right to note this fact in the comment section of the Performance Appraisal form.

Section 17.7 Appeal Procedure:

A. The employees Performance Appraisal Form will influence many vital personnel decisions;
therefore, the right of an immediate Appeal, to the Superintendent/Unit Supervisor of the rater is hereby established.

B. The Appeal Process will consist of an informal counseling session between the ratee, his rater and the Superintendent/Unit Supervisor.

Section 17.8 Performance Appraisal Form Adjustment:

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

ARTICLE XVIII
Duration

Section 18.1 Term:

Four year collective bargaining agreement beginning December 1, 2020 through November 30, 2024.

It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

Section 18.2 Notice:

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

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

2. Sheriff
   Daley Center - Room 704 Chicago, IL 60602

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

Agreed and entered into this _____ day of _____, 2021.

COUNTY OF COOK

Toni Preckwinkle, President,
Cook County Board of Commissioners

SHERIFF OF COOK COUNTY:

Thomas J. Dart, Sheriff

ATTEST:

Karen A. Yarbrough, Cook County Clerk

UNION:

TEAMSTERS LOCAL 700

Ramon D. Williams, President

Anthony L. McGee, Sec Treasurer

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

DEC 16 2021

COM_____

Effective June 1, 2021

SCHEDULE 39
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
17	Hourly	28.387	29.596	30.850	32.163	33.528	34.955	36.439	37.443	38.383	40.299	42.314
	Bi-Weekly	2,270.95	2,367.69	2,467.99	2,573.01	2,682.26	2,796.39	2,915.16	2,995.41	3,070.62	3,223.92	3,385.12
	Annual	59,044	61,559	64,167	66,898	69,738	72,706	75,793	77,880	79,835	83,822	88,013
18	Hourly	30.408	31.699	33.047	34.450	35.915	37.443	39.032	40.105	41.114	43.171	45.330
	Bi-Weekly	2,432.62	2,535.91	2,643.74	2,755.97	2,873.16	2,995.41	3,122.55	3,208.44	3,289.11	3,453.68	3,626.37
	Annual	63,248	65,933	68,737	71,655	74,702	77,880	81,186	83,419	85,516	89,795	94,285

Appendix A

Job Code	Pay Grade	Title
1360	Grade 17	Correctional Officers
0671	Grade 18	Investigators Division)
		K-9 Specialists
		Sheriff's Furlough
		Transportation Officers
		Training Academy Officers
		E.R.T. Officers
		VRIC Officers
		Electronic Monitoring
		(In Effect)

Effective May 31, 2021

SCHEDULE 39
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
17	Hourly	27.967	29.159	30.394	31.687	33.033	34.438	35.901	36.889	37.815	39.704	41.689
	Bi-Weekly	2,237.39	2,332.70	2,431.52	2,534.99	2,642.62	2,755.06	2,872.08	2,951.15	3,025.24	3,176.28	3,335.09
	Annual	58,172	60,649	63,219	65,909	68,707	71,632	74,673	76,730	78,655	82,583	86,712
18	Hourly	29.958	31.230	32.558	33.941	35.384	36.889	38.455	39.513	40.506	42.533	44.660
	Bi-Weekly	2,396.67	2,498.43	2,604.67	2,715.24	2,830.70	2,951.15	3,076.40	3,161.02	3,240.50	3,402.64	3,572.77
	Annual	62,313	64,959	67,721	70,596	73,598	76,730	79,986	82,187	84,252	88,468	92,891

Effective June 1, 2022

SCHEDULE 39
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
								6th Step	7th Step	8th Step	9th Step	10th Step
17	Hourly	29.097	30.336	31.621	32.967	34.366	35.829	37.350	38.379	39.342	41.307	43.372
	Bi-Weekly	2,327.73	2,426.88	2,529.69	2,637.34	2,749.31	2,866.30	2,988.04	3,070.30	3,147.38	3,304.52	3,469.75
	Annual	60,520	63,098	65,771	68,570	71,481	74,524	77,688	79,827	81,831	85,918	90,213
18	Hourly	31.168	32.491	33.873	35.311	36.812	38.379	40.008	41.108	42.142	44.250	46.463
	Bi-Weekly	2,493.44	2,599.30	2,709.84	2,824.87	2,944.99	3,070.30	3,200.61	3,288.65	3,371.33	3,540.02	3,717.03
	Annual	64,829	67,581	70,455	73,447	76,570	79,827	83,216	85,505	87,654	92,040	96,642

Effective June 1, 2023

SCHEDULE 39
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
		6th Step	7th Step	8th Step	9th Step	10th Step						
17	Hourly	29.824	31.094	32.412	33.791	35.226	36.724	38.284	39.338	40.326	42.339	44.456
	Bi-Weekly	2,385.92	2,487.55	2,592.93	2,703.27	2,818.04	2,937.95	3,062.74	3,147.06	3,226.07	3,387.14	3,556.49
	Annual	62,033	64,675	67,415	70,285	73,268	76,387	79,630	81,823	83,877	88,066	92,469
18	Hourly	31.947	33.304	34.720	36.194	37.733	39.338	41.008	42.136	43.195	45.357	47.624
	Bi-Weekly	2,555.78	2,664.29	2,777.58	2,895.49	3,018.62	3,147.06	3,280.63	3,370.86	3,455.62	3,628.52	3,809.95
	Annual	66,449	69,271	72,216	75,283	78,484	81,823	85,296	87,642	89,845	94,341	99,058

Effective June 1, 2024

SCHEDULE 39
BUREAU OF HUMAN RESOURCES
TEAMSTERS 700
DEPARTMENT OF CORRECTIONS

Grade		Entry Rate 1	1st Step	2nd Step	3rd Step	4th Step	5th Step	After 2 Years At 5th Step	After 1 Year at 1st Longevity Rate & 10 Years Service	After 1 Year at 2nd Longevity Rate & 15 Years Service	After 1 Year at 3rd Longevity Rate & 20 Years Service	After 1 Year at 4th Longevity Rate & 25 Years Service
17	Hourly	30.423	31.719	33.063	34.470	35.934	37.463	39.054	40.129	41.136	43.190	45.350
	Bi-Weekly	2,433.88	2,537.55	2,645.05	2,757.60	2,874.69	2,997.01	3,124.30	3,210.31	3,290.91	3,455.22	3,627.98
	Annual	63,280	65,975	68,770	71,697	74,741	77,922	81,231	83,468	85,563	89,836	94,327
18	Hourly	32.589	33.973	35.418	36.921	38.491	40.129	41.832	42.983	44.063	46.268	48.582
	Bi-Weekly	2,607.15	2,717.84	2,833.41	2,953.69	3,079.29	3,210.31	3,346.57	3,438.62	3,525.08	3,701.45	3,886.53
	Annual	67,785	70,663	73,668	76,796	80,061	83,468	87,011	89,404	91,651	96,237	101,049

APPENDIX B1

APPLICATION AND NOTICE

For Membership in Local Union No. 700

Affiliated with the International Brotherhood of Teamsters

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

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

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

APPENDIX B2

CHECKOFF AUTHORIZATION AND ASSIGNMENT

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

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

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

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE DECEMBER 1, 2022 AND DECEMBER 1, 2023

Cook County Benefits Overview

HMO	**Current**	**Benefits Effective 12/1/2022**
Out of Pocket Maximum	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	$1,600 single / $3,200 family	$1,600 single / $3,200 family
Inpatient Facility	$100 copay per admit	$100 copay per admit
Preventive	$0 copay (100% covered)	$0 copay (100% covered)
Other PCP / Urgent Care	$15 copay	$15 copay
Specialists	$20 copay	$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	$0 copay	$0 copay
Accident / illness	$15 copay	$15 copay
Emergency Room	$75 copay	$100 copay

PPO	**Current**	**Benefits Effective 12/1/2022**
Deductible and Out of Pocket Maximum	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	$350 single / $700 family 2x Out of Network	$350 single / $700 family 2x Out of Network
Out of Pocket Maximum	$1,600 single /$3,200 family 2x Out of Network	$2,000 single /$4,000 family 2x Out of Network
Inpatient and Outpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network*
Preventive	$0 copay (100% covered)	$0 copay (100% covered)
PCP	90% coinsurance after $25 copay / 60% out of network	90% coinsurance after $25 copay / 60% out of network
Specialists	90% coinsurance after $35 copay / 60% out of network	90% coinsurance after $35 copay / 60% out of network
X-Ray / Diagnostic tests (performed in lab or hospital)	90% in network 60% out of network	90% in network 60% out of network
Accident / Illness	90% coinsurance after $25 copay / 60% out of network	90% coinsurance after $25 copay / 60% out of network
Emergency Room – In / Out of Network	$75 copay	$100 copay

**** Effective 12/1/21, The County PPO plan will incorporate a Cook County Health tier ("Domestic Tier") wherein covered members will have lower out-of-pocket costs when choosing to access health care within CCH facilities. Facility charges will be 0% after the annual plan deductible is met. Hospital-based facility services not obtained at CCH will be paid based on their network status (in or out of network rate).***

Cook County Benefit Overview (Cont.)

Drug	**Current (No Changes 12/1/22 or 12/1/23)**
Prescription Drugs – Retail	• Generic: $10 copay • Brand Formulary: $25 copay • Brand Non-Formulary: $40 copay • Mail Order: 2 x retail
Generic Step Therapy	• PBM's generic step therapy program
Mandatory Maintenance Choice	• Mandatory mail-order for maintenance drugs

Vision	**Current (No Changes 12/1/22 or 12/1/23)**
Eye Examination	• $0 copay • Once per 12 months
*Eyeglass Lenses**	• $0 copay standard uncoated plastic • Once per 12 months
Frames	• $0 copay up to $100 / Amount over $100 less 10% • Once per 24 months
*Contact Lenses**	• $0 copay up to $100 • Once per 12 months

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

Cook County Benefit Overview (Cont.)

Dental – HMO	**Current (No Changes 12/1/22 or 12/1/23)**
Annual Deductible	$0 (None)
Benefit Period Maximum	None
Preventive	• Requires a Maximum Allowance • Includes 2 exams / cleanings per benefit period • Includes fluoride treatments under age 19
Basic Benefits	• Requires a copayment for each specific service • Copayments equal a discount of approximately 70%
Major Services	• Requires a copayment for each specific service • Copayments equal a discount of approximately 60%
Orthodontics	• Requires copayments • Copayments equal a discount of approximately 25% • Max one full course of treatment for dependent children under 19

Dental - PPO	**Current (No Changes 12/1/22 or 12/1/23)**
Annual Deductible	• $25 Individual / $100 Family (in network) • $50 Individual / $200 Family (out of network)
Preventive (2 exams/cleanings per Benefit Period)	• 100% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
Primary Services (X-Rays, Space Maintainers)	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Restorative Services (Routine Fillings)	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Emergency Services	• 80% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
Endodontics	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Periodontics	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (Out of network)
Oral Surgery	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Prosthetics	• 50% of Maximum Allowance (in and out of network)
Orthodontics	• 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, 2022 AND DECEMBER 1, 2023

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

HMO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	1.50%	1.75%	2.25%
Employee + Spouse	2.00%	2.50%	3.25%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	3.00%	4.00%

PPO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	2.50%	2.75%	3.25%
Employee + Spouse	3.00%	3.50%	4.25%
Employee + Child(ren)	2.75%	3.25%	3.75%
Employee + Family	3.25%	4.00%	5.00%

Dental	Current (No Changes 12/1/22 or 12/1/23)
HMO	$0
PPO	$0

Vision	Current (No Changes 12/1/22 or 12/1/23)
Vision Plan	$0

APPENDIX D

Memorandum of Understanding RE: Pay to Park

The County will provide parking at no charge to the bargaining unit member at the JTDC for the Teamsters represented External Operations staff who are on duty and working a 6 a.m. to 2 p.m. or 2 p.m. to 10 p.m. shift. Members of the Teamsters represented External Operations staff who park at the JTDC can access the shuttle. The County will provide parking a minimum of 40 parking spots at the Stroger campus at no cost to the bargaining unit members for the Teamsters represented External Operations staff who are on duty and working a 10 p.m. to 6 a.m. shift. Cook County agrees to bargain any proposed change in parking privileges at County owned parking facilities as required by the Illinois Public Labor Relations Act.

APPENDIX E

Memorandum of Understanding RE: ME-TOO

If Cook County enters into an agreement with any other union for a bargaining unit composed of employees in the Cook County Sheriff's Office that contains across-the-board wage increases ("COLAs"), excluding one-time payments, greater than those set forth in the Parties' tentative agreement regarding such increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a bargaining unit composed of employees in the Cook County Sheriff's Office, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

APPENDIX F

Letter of Agreement

Roll Call Pay

The parties agree that Officers/Investigators who participate in roll call shall be compensated in the form of two (2) yearly payments of five hundred ($500) dollars in June and December of every year. Any Officer/Investigator in a paid status at least twenty-five (25%) percent of the period shall be eligible to receive the entire benefit. This shall remain in full force and effect until the Union and Sheriff reach an alternate agreement. Both parties agree to meet in good faith to work on alternate solutions.

APPENDIX G

Letter of Agreement

Union Membership

The Union shall receive 30 minutes to present Union related materials and answer member questions at the Officer/Investigator annual in-service training, normally scheduled weekly. This agreement shall continue as a side letter until otherwise renegotiated by the parties.

APPENDIX H

Letter of Agreement

Sick Time Buy Back/Reducing Sick Time Accrual (Pilot)

The Employer shall create a Sick Time Buy Back Pilot Program. The Employer shall allow Officer(s)/Investigator(s) to sell up to ten (10) of the twelve (12) accrued sick days per year, at a rate of fifty (50%) percent of the Officer(s)/Investigator(s) regular rate of pay. The Employer shall pay the Officer(s)/Investigator(s) who participate in this benefit in December of every year, payments starting December of 2018. If a reduction in sick time/Family Medical Leave use of 15% or more occurs by the year 2020 (based off of Fiscal year 2016's total use of Sick Time/FMLA used by Officer(s)/Investigator(s), the rate of percent will increase to 75% percent of the Officer(s)/Investigator(s) regular rate of pay, and this three (3) year pilot agreement shall become permanent and added to the next successor collective bargaining agreement. The Employer, upon request shall furnish to the Union the Sick Time/FMLA data regarding the overall use of the benefit time by Officer(s)/Investigator(s).

Starting December 1, 2017, sick leave may be accumulated to equal, but at no time to exceed one hundred (100) working days, at the rate of twelve (12) working days per year. All employees with more than one hundred (100) accumulated working days as of December 1, 2017, are grandfathered and may continue to accumulate the one hundred and seventy-five (175) working days.

APPENDIX I

63 DAY CALENDAR

TODAY	63 DAYS	TODAY	63 DAYS	TODAY	63 DAY
7/1/2017	9/2/2017	8/16/2017	10/18/2017	10/1/2017	12/3/2017
7/2/2017	9/3/2017	8/17/2017	10/19/2017	10/2/2017	12/4/2017
7/3/2017	9/4/2017	8/18/2017	10/20/2017	10/3/2017	12/5/2017
7/4/2017	9/5/2017	8/19/2017	10/21/2017	10/4/2017	12/6/2017
7/5/2017	9/6/2017	8/20/2017	10/22/2017	10/5/2017	12/7/2017
7/6/2017	9/7/2017	8/21/2017	10/23/2017	10/6/2017	12/8/2017
7/7/2017	9/8/2017	8/22/2017	10/24/2017	10/7/2017	12/9/2017
7/8/2017	9/9/2017	8/23/2017	10/25/2017	10/8/2017	12/10/2017
7/9/2017	9/10/2017	8/24/2017	10/26/2017	10/9/2017	12/11/2017
7/10/2017	9/11/2017	8/25/2017	10/27/2017	10/10/2017	12/12/2017
7/11/2017	9/12/2017	8/26/2017	10/28/2017	10/11/2017	12/13/2017
7/12/2017	9/13/2017	8/27/2017	10/29/2017	10/12/2017	12/14/2017
7/13/2017	9/14/2017	8/28/2017	10/30/2017	10/13/2017	12/15/2017
7/14/2017	9/15/2017	8/29/2017	10/31/2017	10/14/2017	12/16/2017
7/15/2017	9/16/2017	8/30/2017	11/1/2017	10/15/2017	12/17/2017
7/16/2017	9/17/2017	8/31/2017	11/2/2017	10/16/2017	12/18/2017
7/17/2017	9/18/2017	9/1/2017	11/3/2017	10/17/2017	12/19/2017
7/18/2017	9/19/2017	9/2/2017	11/4/2017	10/18/2017	12/20/2017
7/19/2017	9/20/2017	9/3/2017	11/5/2017	10/19/2017	12/21/2017
7/20/2017	9/21/2017	9/4/2017	11/6/2017	10/20/2017	12/22/2017
7/21/2017	9/22/2017	9/5/2017	11/7/2017	10/21/2017	12/23/2017
7/22/2017	9/23/2017	9/6/2017	11/8/2017	10/22/2017	12/24/2017
7/23/2017	9/24/2017	9/7/2017	11/9/2017	10/23/2017	12/25/2017

7/24/2017	9/25/2017	9/8/2017	11/10/2017	10/24/2017	12/26/2017
7/25/2017	9/26/2017	9/9/2017	11/11/2017	10/25/2017	12/27/2017
7/26/2017	9/27/2017	9/10/2017	11/12/2017	10/26/2017	12/28/2017
7/27/2017	9/28/2017	9/11/2017	11/13/2017	10/27/2017	12/29/2017
7/28/2017	9/29/2017	9/12/2017	11/14/2017	10/28/2017	12/30/2017
7/29/2017	9/30/2017	9/13/2017	11/15/2017	10/29/2017	12/31/2017
7/30/2017	10/1/2017	9/14/2017	11/16/2017	10/30/2017	1/1/2018
7/31/2017	10/2/2017	9/15/2017	11/17/2017	10/31/2017	1/2/2018
8/1/2017	10/3/2017	9/16/2017	11/18/2017	11/1/2017	1/3/2018
8/2/2017	10/4/2017	9/17/2017	11/19/2017	11/2/2017	1/4/2018
8/3/2017	10/5/2017	9/18/2017	11/20/2017	11/3/2017	1/5/2018
8/4/2017	10/6/2017	9/19/2017	11/21/2017	11/4/2017	1/6/2018
8/5/2017	10/7/2017	9/20/2017	11/22/2017	11/5/2017	1/7/2018
8/6/2017	10/8/2017	9/21/2017	11/23/2017	11/6/2017	1/8/2018
8/7/2017	10/9/2017	9/22/2017	11/24/2017	11/7/2017	1/9/2018
8/8/2017	10/10/2017	9/23/2017	11/25/2017	11/8/2017	1/10/2018
8/9/2017	10/11/2017	9/24/2017	11/26/2017	11/9/2017	1/11/2018
8/10/2017	10/12/2017	9/25/2017	11/27/2017	11/10/2017	1/12/2018
8/11/2017	10/13/2017	9/26/2017	11/28/2017	11/11/2017	1/13/2018
8/12/2017	10/14/2017	9/27/2017	11/29/2017	11/12/2017	1/14/2018
8/13/2017	10/15/2017	9/28/2017	11/30/2017	11/13/2017	1/15/2018
8/14/2017	10/16/2017	9/29/2017	12/1/2017	11/14/2017	1/16/2018
8/15/2017	10/17/2017	9/30/2017	12/2/2017	11/15/2017	1/17/2018
TODAY	63 DAY	TODAY	63 DAY	TODAY	63 DAY

11/16/2017	1/18/2018	1/1/2018	3/5/2018	2/16/2018	4/20/2018
11/17/2017	1/19/2018	1/2/2018	3/6/2018	2/17/2018	4/21/2018
11/18/2017	1/20/2018	1/3/2018	3/7/2018	2/18/2018	4/22/2018
11/19/2017	1/21/2018	1/4/2018	3/8/2018	2/19/2018	4/23/2018
11/20/2017	1/22/2018	1/5/2018	3/9/2018	2/20/2018	4/24/2018
11/21/2017	1/23/2018	1/6/2018	3/10/2018	2/21/2018	4/25/2018
11/22/2017	1/24/2018	1/7/2018	3/11/2018	2/22/2018	4/26/2018
11/23/2017	1/25/2018	1/8/2018	3/12/2018	2/23/2018	4/27/2018
11/24/2017	1/26/2018	1/9/2018	3/13/2018	2/24/2018	4/28/2018
11/25/2017	1/27/2018	1/10/2018	3/14/2018	2/25/2018	4/29/2018
11/26/2017	1/28/2018	1/11/2018	3/15/2018	2/26/2018	4/30/2018
11/27/2017	1/29/2018	1/12/2018	3/16/2018	2/27/2018	5/1/2018
11/28/2017	1/30/2018	1/13/2018	3/17/2018	2/28/2018	5/2/2018
11/29/2017	1/31/2018	1/14/2018	3/18/2018	3/1/2018	5/3/2018
11/30/2017	2/1/2018	1/15/2018	3/19/2018	3/2/2018	5/4/2018
12/1/2017	2/2/2018	1/16/2018	3/20/2018	3/3/2018	5/5/2018
12/2/2017	2/3/2018	1/17/2018	3/21/2018	3/4/2018	5/6/2018
12/3/2017	2/4/2018	1/18/2018	3/22/2018	3/5/2018	5/7/2018
12/4/2017	2/5/2018	1/19/2018	3/23/2018	3/6/2018	5/8/2018
12/5/2017	2/6/2018	1/20/2018	3/24/2018	3/7/2018	5/9/2018
12/6/2017	2/7/2018	1/21/2018	3/25/2018	3/8/2018	5/10/2018
12/7/2017	2/8/2018	1/22/2018	3/26/2018	3/9/2018	5/11/2018
12/8/2017	2/9/2018	1/23/2018	3/27/2018	3/10/2018	5/12/2018
12/9/2017	2/10/2018	1/24/2018	3/28/2018	3/11/2018	5/13/2018

12/10/2017	2/11/2018	1/25/2018	3/29/2018	3/12/2018	5/14/2018
12/11/2017	2/12/2018	1/26/2018	3/30/2018	3/13/2018	5/15/2018
12/12/2017	2/13/2018	1/27/2018	3/31/2018	3/14/2018	5/16/2018
12/13/2017	2/14/2018	1/28/2018	4/1/2018	3/15/2018	5/17/2018
12/14/2017	2/15/2018	1/29/2018	4/2/2018	3/16/2018	5/18/2018
12/15/2017	2/16/2018	1/30/2018	4/3/2018	3/17/2018	5/19/2018

APPENDIX J

Settlement Agreement between Cook County Sheriff and the Teamsters Local 700 representing Correctional Officers.

The parties agree to not pursue appeals and settle the claims relevant to Labor Board Complaint and opinion L-CA-15-042.

1. Fill the next courts class with C/O's (C/O's would get their seniority had they gone

into courts when they were supposed to) who have failed the PAT test by seniority, &

2. There will be no PAT test going forward, unless agreed to by the all the parties representing transfers.

Cook County Sheriff Date

Teamsters 700 Date

APPENDIX K

Agreement between Cook County Sheriff and the Teamsters Local 700 representing Correctional Officers.

"OPR-CCR Evaluation Period"

This agreement reflects an agreement to modify the contract to allow arbitration of cases that involve discipline levels of over 30 days and less than termination.

The parties agree to permit arbitrations over suspensions (excluding termination) starting from the effective date of the LOA; any reduction of a termination by the MB to a suspension is not subject to this provision.

The parties agree that effective from the date of execution of this agreement, and the "known or should have known language" for the 18 months would be tied to the date of electronic service to the employee. This will include time spent in command channel review.

The exceptions for criminal/civil cases still apply.

The reasonable requests for extensions still apply.

This new 18-month calculation ("OPR-CCR Evaluation Period") would not be

retroactive and only apply to cases that are opened after the agreement is signed.

Any arguments on timeliness will be subject to individual cases.

Cook County Sheriff Date

Teamsters 700 Date