

COLLECTIVE BARGAINING AGREEMENT

by and between

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (A.F.S.C.M.E.),
Council 31, Local 2060, AFL-CIO**

and

**THE OFFICE OF THE STATE'S ATTORNEY OF
COOK COUNTY, ILLINOIS**

Effective

May 7, 2008 through November 30, 2008

Table of Contents

	<u>Page</u>
Preamble	1
Article I.....	1
RECOGNITION	1
Section 1. Representative Unit:.....	1
Section 2. Bargaining Unit Work:	2
Section 3. Union Membership:	2
Section 4. Dues Check off:	3
Section 5. "Fair Share":	3
Section 6. Religious Exemption:.....	5
Section 7. Indemnification:.....	5
Section 8. Meeting Rooms:.....	6
Section 9. List of Representatives:.....	6
Section 10. Bulletin Boards:	6
Article II.....	7
NO DISCRIMINATION	7
Section 1. No Discrimination:.....	7
Section 2. Compliance with the Americans with Disabilities Act:.....	7
Article III	9
EMPLOYER AUTHORITY	9
Section 1. Management Rights:	9
Section 2. Employer Obligation:.....	10
Section 3. Sub-Contracting:	10
Article IV	11
HOURS OF WORK	11
Section 1. Regular Work Periods:.....	11
Section 2. Regular Work Week:	12
Section 3. Compensatory Time and/or Overtime Compensation:	12
Section 4. Schedules Involving Weekend and Evening Work:	14
Section 5. Flex Work Schedule:.....	14

Article V.....	16
SENIORITY	16
Section 1. Probationary Period:	16
Section 2. Definition of Seniority:	16
Section 3. Reduction in Work Force, Layoff and Recall:.....	17
Section 4. Return to Represented Unit:.....	18
Section 5. Termination of Seniority:.....	19
Section 6. Transfer of Stewards:.....	20
Section 7. Seniority List:.....	20
Section 8. Information to Union:	21
Article VI.....	22
JOB POSTING FOR PROMOTION AND TRANSFER	22
Section 1. Job Posting:.....	22
Section 2. Filling Posted Positions:	22
Section 3. Part-Time Employees Seeking Full-Time Positions:.....	23
Article VII.....	25
TRAINING	25
Section 1. Cross-Training:	25
Section 2. Courses and Conferences	26
Section 3. Other Training.....	26
Article VIII.....	28
HOLIDAYS	28
Section 1. Designation of Holidays:	28
Section 2. Holidays in Vacations	30
Article IX.....	31
VACATIONS	31
Section 1. Vacation Leave:	31
Section 2. Vacation Preference and Scheduling:	33
Article X.....	34
LEAVES OF ABSENCE	34
Section 1. Use of Benefit Time:.....	34
Section 2. Regular Leave:	34
Section 3. Family Related Leaves:.....	35
Section 4. Educational Leave:.....	36

Section 5. Seniority on Leave:.....	36
Section 6. Retention of Benefits:.....	37
Section 7. Union Leave:.....	37
Section 8. Military Leave:.....	38
Section 9. Veteran's Conventions:.....	39
Section 10. Approval of Leave:.....	39
Section 11. Jury Duty:.....	39
Section 12. School Conference and Activity Leave:.....	40
Section 13. Doctor's Statement:.....	40
Section 14. Bereavement Leaves:.....	41
Article XI.....	42
HEALTH AND SAFETY.....	42
Section 1. Health and Safety:.....	42
Section 2. Fitness-For-Duty Medical Examinations and Inquiries:.....	43
Section 3. Disabled Employees:.....	43
Section 4. Communicable Diseases:.....	44
Article XII.....	46
HEALTH BENEFITS.....	46
Section 1. Contributions: Health Benefits.....	46
Section 2: Insurance Opt-Out:.....	46
Section 3: Personal Support Program (PSP):.....	47
Section 4. Dental Plan:.....	47
Section 5. Vision Plan:.....	47
Section 6. Hospitalization – New Hires:.....	48
Section 7. Flexible Benefits Plan:.....	48
Section 8. Life Insurance:.....	48
Section 9. Insurance Claim Disputes:.....	48
Section 10. Part-Time Employees:.....	49
Section 11. Health Benefits For Domestic Partners:.....	49
Section 12. Insurance Coverage for Laid Off Employee:.....	49
Article XIII.....	50
WELFARE BENEFITS.....	50
Section 1. Sick Leave:.....	50
Section 2. Disability Benefits:.....	51
Section 3. Pension Plan:.....	52
Section 4. Layoff Coverage:.....	52

Article XIV	53
EDUCATIONAL BENEFITS	53
Article XV	54
ADDITIONAL BENEFITS	54
Section 1. Personal Days:	54
Section 2. Direct Deposit:	55
Section 3. Pay Checks:	55
Article XVI	56
DISCIPLINARY ACTION POLICY AND PROCEDURE	56
Section 1. General:	56
Section 2. Manner of Discipline:	56
Section 3. Form of Discipline:	56
Section 5. Representation:	57
Section 6. Notification:	57
Section 7. Temporary Suspension:	58
Section 8. Removal of Discipline:	58
Article XVII	59
GRIEVANCE PROCEDURE	59
Section 1. Definition:	59
Section 2. Representation:	59
Section 3. Grievance Procedure Steps:	59
Section 4. Grievance Meetings:	60
Section 5. Time Limits:	61
Section 6. Advanced Step Filing:	62
Section 7. Stewards:	62
Section 8. Union Representatives:	62
Section 9. Arbitration:	63
Section 10. Expedited Arbitration:	65
Article XVIII	67
CONTINUITY OF OPERATION	67
Section 1. No Strike:	67
Section 2. Union Responsibility:	67
Section 3. Discharge of Violators:	67
Section 4. No Lock Out:	68
Section 5. Reservation of Rights:	68

Article XIX	69
RATES OF PAY	69
Article XX.....	70
JOB CLASSIFICATIONS.....	70
Article XXI.....	71
MISCELLANEOUS	71
Section 1. Video Display Terminals:	71
Section 2. Partial Invalidity:	71
Section 3. Personnel Files:.....	72
Section 4. Union and Employer Meetings:.....	72
Section 5. Tax Shelters:	72
Section 7. Dress Code:.....	73
Article XXII.....	74
DURATION.....	74
Section 1. Term:.....	74
Section 2. Notice:.....	74
Signatures.....	75
Memorandum of Understanding Between The State's Attorney And AFSCME Local 2060.....	76
Appendix A. "Schedule I-AFSCME "Pay Plan Effective June 1, 2008.....	77
Appendix C. Cook County Health Plan Design.....	79

Article XIX	69
RATES OF PAY	69
Article XX	70
JOB CLASSIFICATIONS	70
Article XXI	71
MISCELLANEOUS	71
Section 1. Video Display Terminals:	71
Section 2. Partial Invalidity:	71
Section 3. Personnel Files:	72
Section 4. Union and Employer Meetings:	72
Section 5. Tax Shelters:	72
Section 7. Dress Code:	73
Article XXII	74
DURATION	74
Section 1. Term:	74
Section 2. Notice:	74
Signatures	75
Memorandum of Understanding Between The State's Attorney And AFSCME Local 2060	77
Appendix A. "Schedule I-AFSCME "Pay Plan Effective June 1, 2008	78
Appendix C. Cook County Health Plan Design	81

PREAMBLE

This collective bargaining agreement is entered into between the Office of the Cook County State's Attorney, as the employer of employees covered by this Agreement (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees ("AFSCME"), Council 31, for and on behalf of, Local 2060, AFL-CIO, (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

Section 1. Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all full-time and permanent part-time Clerical Support/Support Staff employees of the Employer, excluding all Assistant State's Attorneys, investigators, bureau chiefs, security guards, division chiefs, directors, court reporters, office managers, deputy supervisors, press secretary, deputy chiefs, executive assistants, administrative supervisors and all other supervisory, managerial and confidential employees as defined in the Act. Also recognized are the exclusions stipulated by the Employer and the Union in #L-RC-07-005 and modified subsequently under the procedures of the Illinois Public Labor Relations Act.

Section 2. Bargaining Unit Work:

The Employer shall assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee.

The Employer may use non-unit employees to do unit work in emergencies; to train or instruct employees; to do layout, demonstration, experimental or testing duties; to do troubleshooting or where special knowledge is required; or when unit employees are not available due to vacations or other absences or tardiness or because they are or will be occupied with other assignments; or to complete rush assignments. When Assistant State's Attorneys and supervisors perform unit tasks in completing their own work, that will not be considered an inappropriate assignment of unit work.

Section 3. Union Membership:

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

The Employer will grant the Union an opportunity during the orientation of new employees to give such employees a copy of the Agreement and present the benefits of Union membership. If a Union representative is not available at the time of a new employee orientation, the Employer will ensure that the new employee receives a copy of the Agreement, to the extent that copies of the Agreement are made available to the Employer by the Union.

Section 4. Dues Check off:

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

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

The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union. The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) calendar days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

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

Section 5. "Fair Share":

A. Once the Union has demonstrated that more than 50% of the eligible employees in the bargaining unit have signed up as dues-paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will, within 30 calendar days of the Union meeting said condition or within 30 days of their employment by the Employer, either (1) become members of the Union and pay to the Union regular Union dues

and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

- B. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
- C. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the name, address and work location of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.
- D. The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.
- E. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law

and will provide notice and appeal procedures to employees in accordance with applicable law.

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

Section 6. Religious Exemption:

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

Section 7. Indemnification:

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

Section 8. Meeting Rooms:

Upon reasonable notice, the Employer agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the Employer. Employees may attend meetings during non-working time only.

Section 9. List of Representatives:

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

Section 10. Bulletin Boards:

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

ARTICLE II
NO DISCRIMINATION

Section 1. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union.

Section 2. Compliance with the Americans with Disabilities Act:

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

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

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

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

ARTICLE III
EMPLOYER AUTHORITY

Section 1. Management Rights:

The Union recognizes that the Employer retains the full authority and responsibility conferred upon and vested in it by the Constitution and laws of the State of Illinois, including all authority and responsibility for determining policy and directing the Employer's operations. Therefore, except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations efficiently and economically; determine the quantity and quality of services to be rendered; determine the materials, equipment, processes and technologies to be utilized; determine the number and location of its facilities and the services they shall provide; determine its budget and priorities; to determine the size of the workforce and increase or decrease its size; to direct its working forces; to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of funds, lack of work or other legitimate reasons; to determine the size and composition of the work force; to make, amend and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work in the interests of efficiency or for other legitimate operational reasons.

Section 2. Employer Obligation:

The Union recognizes that nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer.

Section 3. 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. Except in the case of a temporary short-term emergency where no permanent displacement of bargaining unit employees would occur, the Employer will advise the Union at least 5 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

ARTICLE IV
HOURS OF WORK

Section 1. Regular Work Periods:

- A. The regular work day for a full-time employee shall be eight consecutive (8) hours, including a one (1) hour lunch, generally falling between 8:00 a.m. and 5:00 p.m., unless otherwise required or otherwise modified by Article IV, Section 4 or 5 herein. Part-time employees will receive a pro rata lunch period if they work at least four (4) hours in a day.

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

- B. Employees shall be allowed to take a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. Where a department head or his/her designee requires an employee to work through lunch, or an employee requests to

work through lunch and the request is granted, that employee may leave work one (1) hour early (prior to scheduled quitting time for that day) if his/her department head or the department head's designee approves said early quit. An "early quit" would be in lieu of one (1) hour straight comp time otherwise due and owing the employee by virtue of said employee having worked through his/her lunch period.

- C. Whenever a judge decides to continue conducting court without breaking for lunch, an employee assigned to that courtroom who must be present throughout the proceedings will be permitted to work through lunch.
- D. This definition of the regular work period is intended to facilitate payment of overtime as well as define regular work periods.

Section 2. Regular Work Week:

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

Section 3. Compensatory Time and/or Overtime Compensation:

- A. Employees may be required to work overtime in an emergency when work cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the district, division or department. The Employer will attempt to distribute overtime work on an even-handed basis. It is understood, however, that overtime work associated with certain attorneys preparing for trial, for example, normally will be assigned to the bargaining unit

employees customarily assisting those attorneys or the employees who have been working on preparations for that trial.

- B. Except as modified by Section 5 (Flex-Time) herein, an employee shall receive compensatory time off or be paid one and one-half times the average of the employee's regular hourly rate for all hours worked in excess of eight (8) in any work day, or over forty (40) in any regular work week. Employees shall not be laid off from their regular scheduled hours of work to avoid payment of overtime.
- C. In lieu of overtime pay, the Employer may grant compensatory time off at a rate of one and one-half hours for each hour of overtime worked within the limits created by the federal Fair Labor Standards Act. An employee who has reached the maximum compensatory accrual levels under FLSA will be temporarily removed from the list of those eligible to work overtime.
- D. An employee may "bank" up to 240 hours (four weeks) of compensatory time (160 actual hours times one and one-half). Any overtime hours worked above this limit must be compensated in cash.
- E. An employee terminating employment with the State's Attorney shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act.
- F. Requests for use of comp time will be granted regardless of the timeliness of the request unless operational needs make that impractical. Up to two (2) hours of compensatory time may be used by an employee for a "late report" in cases where the employee has worked more than four (4) hours of overtime on the previous day's work shift.

- G. Employees called back to work by the employer shall be compensated a minimum of four (4) hours pay or compensatory time.
- H. Prior written approval from the department head or other Employer designee is necessary before overtime will be granted or worked.

Section 4. Schedules Involving Weekend and Evening Work:

The parties recognize that certain units of the State's Attorney's Office require round-the-clock coverage or coverage at times that are outside normal work hours for other employees. Thus, for example, employees in the LEADS and Felony Review units may be scheduled to work weekends and holidays and evening and night hours. In such units, the regular work day still will be eight (8) consecutive hours including a one (1) hour lunch, but shift starting and ending times will be set so as to facilitate coverage during all hours when coverage is needed. Employees will not receive a wage premium or differential for working weekends or night or evening hours.

Section 5. Flex Work Schedule:

Requests by employees for flextime work schedules shall be granted where it is practicable for the Employer to do so. In such cases there shall be mutual agreement between the employee and his/her supervisor on a particular "flex work schedule." A "flex work schedule" could consist of earlier start/earlier quit or later start/later quit, split shifts or four (4) ten hour days, etc. It is understood that, once it is determined that a "flex work schedule" is viable, the Employer will not deny any individual request in an arbitrary and capricious manner. In those instances where more than one employee requests a "flex work schedule" and there are more requests than can be accommodated,

the employees granted a "flex work schedule" will be chosen by skill, ability and seniority.

ARTICLE V

SENIORITY

Section 1. Probationary Period:

The probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months. If the probationary employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed.

A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 2. Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee, less any time off for a period exceeding thirty (30) days during which the employee is not in compensable status. When a part-time employee becomes a full-time employee with the Employer, seniority shall be calculated based on fifty percent (50%) of that employee's years of continuous service with the Employer.

Section 3. Reduction in Work Force, Layoff and Recall:

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be laid off in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) calendar days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified.

When a layoff occurs, the affected employee will first be placed in a vacant position in the next lower classification at his/her work site. Should no vacancy exist, the employee shall then bump the least senior employee in the next lower classification of the affected employee's classification sequence, office-wide, if the laid off employee is more senior than the employee who is bumped. The employee displaced by such bumping shall then have the rights of a laid off employee under this paragraph and, in addition, will be offered positions in any other classification within the bargaining unit that the employee is qualified to perform and in which there is a vacancy or which is filled by a probationary employee, beginning with the next lowest classification, in accordance with the seniority provisions of this Agreement.

After a layoff of employees, the Employer may transfer or reassign remaining employees to other units or locations to rebalance the work force, provided that, however, the Employer shall first solicit volunteers for the transfer(s) or reassignment(s), then make the transfer(s) or reassignment(s) in inverse order of seniority.

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

Employees laid off, including employees placed in a lower paying position as a result of this procedure, and probationary employees, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in the work force is first put into effect, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification that the employee has performed or is qualified to perform, and then returned to their classification held prior to the decrease in the work force provided that a vacancy in the employee's prior classification occurs within twelve (12) months of the date of the decrease in the workforce, in accordance with the seniority provisions of this Agreement. In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

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

Section 4. Return to Represented Unit:

- A. An employee who is promoted or transferred out of the represented unit, and who the Employer later transfers back to the unit within ninety (90) calendar days of the promotion or transfer shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the

classification from which he/she was promoted or transferred. The Employer may place such employee in his/her former unit position or in a vacant unit position of the same grade. The Employer will give the Union notice within two (2) working days of the effective date of any such promotion, transfer or return to the represented unit.

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

Section 5. Termination of Seniority:

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

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for two (2) consecutive work days without notification to the department head or a designee (by the end of the second hour after the employee's scheduled start time) of the reason for the absence, unless the

employee has an explanation acceptable to the Employer for not furnishing such notification;

- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
- (e) absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty-four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

Section 6. Transfer of Stewards:

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

Section 7. Seniority List:

The Employer shall furnish the Union a list showing the name, number, address, classification, work location, and last hiring date with the Employer of any employee in a bargaining unit title, excluding those employees exempted from bargaining unit membership under existing or future certification. The Employer shall provide the Union with the list on computer disk every sixty (60) days. Such disk must be returned to the

Employer within sixty (60) days, or the Employer shall be relieved of any further obligation to provide such disks until such time as the earlier disks have been returned. The Employer shall post a similar list without Employee addresses every six (6) months. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on the list or it will be considered correct and binding on the employee and the Union for the period of time.

Section 8. Information to Union:

The Employer shall monthly notify the Union in writing as to the following transactions or changes involving bargaining unit employees within each division, if available in the Employer's records: new hires, promotions, check-off revocations, leaves, demotions, layoffs, reinstatements, suspensions, returns from leave, retirements, resignations, terminations, discharges, Social Security numbers (last four digits only) and any other information mutually agreed to by the parties. Council 31 shall, upon request, receive such information on computer tapes, where available.

ARTICLE VI

JOB POSTING FOR PROMOTION AND TRANSFER

Section 1. Job Posting:

It is the policy of the Employer that to the extent possible, all promotions shall be made from within the office from available members of the work force and on the basis of management operational needs and job related skills, ability and seniority.

Permanent vacancies that the Employer determines to fill will be posted for bid at all work locations for at least ten (10) work days. This does not apply to a "temporary vacancy," which is any vacancy where it is contemplated that the employee will return to his or her position. Examples of "temporary vacancies" include but are not limited to vacancies caused by maternity leaves and military leaves. The Employer may assign employees to fill temporary vacancies.

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

Section 2. Filling Posted Positions:

All vacancies other than entry-level positions which the Employer determines to fill will be posted. All promotions will be determined by assessing the bidders' skills and

abilities, and if the skills and ability are relatively equal, the most senior bidder will receive the position. However, an employee who has performed the duties of the posted position on an interim basis prior to the employee's bid normally shall be considered to be the more qualified of the bidders and will receive the position.

All promoted and transferred employees will be on ninety (90) calendar day probation. If the promoted employee should miss one or more working days during his or her probationary period, the probationary period will be extended for a period equal to the number of working days missed. If an employee is not performing satisfactorily during the probationary period, or if the employee declines the promotion during that period, the employee will be returned to the employee's former position, if available, or to a comparable available position.

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

Section 3. Part-Time Employees Seeking Full-Time Positions:

Any non-probationary part-time employee who notifies the Employer in writing that he/she wishes to be hired for a posted full-time position in the part-time employee's

classification will be hired for that-full-time position before a new non-employee applicant.

ARTICLE VII

TRAINING

Section 1. Cross-Training:

A non-probationary employee may submit a request for cross-training in a specific job function to his or her department head. Copies of such request shall be maintained by the department head. When the department head makes a determination to cross-train employees for a specific job function, the cross-training shall include those employees who submitted a request for cross-training for that specific job function, subject to operational needs. If not all the employees who requested cross-training on a specific job function can be included in the cross-training, the Employer will select the most senior employee(s) whom the Employer has determined have the skills and abilities necessary to undergo the cross-training, subject to operational needs. If an employee is not selected for cross-training because of operational needs, the Employer will endeavor to cross-train another employee in that employee's job function so that the first employee will become available for future cross-training opportunities. Cross-training normally shall not exceed ninety (90) consecutive days. If a specific job function is posted for bid which an employee is being cross-trained in, his or her cross-training in that job shall not in and of itself be used as the sole criterion in the evaluation of skills and abilities for promotion to that job. However, nothing in this Section restricts the Employer from training an employee to perform his/her existing job functions.

Section 2. Courses and Conferences

The Employer shall post courses, conferences and training events as soon as they become available, in all districts/ divisions. Opportunities to attend such events will be distributed as equitably as practical among employees to insure broad participation. Employees shall be reimbursed for these events subject to the availability of funds. Approval of reimbursement and/or time to attend conferences or courses will be limited to those subjects related to an employee's job, and must be obtained prior to each event.

Section 3. Other Training

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

Should an employee be directed to participate in the training of a new or transferred employee or intern, on a short-term basis, the work load of the employee shall be adjusted during that period to reflect the additional work assignment. Employees who, as a regular part of their normal work assignments, participate in the training of a new or transferred employee or intern, shall be provided with the necessary resources that are needed to perform that assignment, and shall be allowed a temporary adjustment of their work loads during periods in which they perform the training duties. *This shall not*

apply, however, to training that consists essentially of just having an employee "shadow" the training employee to observe his/her performance of job functions.

The current practice and policy with respect to on-site training that is requested by employees shall be maintained during the term of this Agreement.

ARTICLE VIII

HOLIDAYS

Section 1. Designation of Holidays:

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

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

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

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Employer.
- C.(1) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the Employer's current practice for vacation. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 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.
- C.(2) If an employee is required to work on an approved holiday, the employee shall receive one and one-half (1 ½) times the employee's regular hourly rate for the hours actually worked plus either: (1) eight (8) hours pay at the same hourly rate; or (2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 2. Holidays in Vacations

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

ARTICLE IX

VACATIONS

Section 1. Vacation Leave:

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

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

- B. Computation of vacation leave shall begin at the initial date of employment at 3.08 hours per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 4.62 hours per pay period and on the fourteenth (14th) anniversary to 6.15 hours per pay period. Employees must be in pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

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

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

- E. An employee who has rendered continuous service to the County of Cook, City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago, Clerk of the Circuit Court and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the State's Attorney for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by providing proof of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. An employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment shall be the same as if employment had continued without interruption by Military Service.
- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

Section 2. Vacation Preference and Scheduling:

It is within management's discretion to determine the number of employees who may take vacation in a unit or location or job title in a particular week, based on the operational needs of the office. Employees may request to schedule their vacations up to one year before the calendar week in which they wish to take the vacation, but not later than three days before the vacation is to begin, and approval or disapproval will be provided within two business days of the request unless the manager authorized to approve or disapprove is unavailable, in which case the approval or disapproval will be within two business days of the authorized manager's availability. Vacations requested within that interval will be approved in the order in which the requests are received. If on the same day more employees request vacation for a particular week than the Employer determines that it can accommodate, the request(s) of the more senior employee(s) will prevail.

ARTICLE X
LEAVES OF ABSENCE

Section 1. Use of Benefit Time:

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

Section 2. Regular Leave:

An employee may be granted a leave of absence without pay by the Employer. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the appropriate Employer Designee. The application shall include the purpose for the leave of absence and the dates for which the leave is requested.

An employee granted an involuntary leave of absence (maternity leave, disability, all leaves for illness), shall be eligible, when such leave expires, to receive the salary and the same or comparable position as that held at the time the leave was granted. (If no comparable position is available, the returning employee will be entitled to replace the person temporarily appointed to that position. All persons temporarily appointed to fill

the position of a person on leave will be advised of this provision but the language in this contract will nonetheless serve as Notice to that employee.) A person on a discretionary leave (all leaves other than those identified above as involuntary) is guaranteed a position upon return but not necessarily at the same salary grade or duties. An employee returning from a discretionary leave, will be given priority to be placed in a comparably-paid position for which they have the skills and ability to perform. If an employee is on a discretionary leave for less than 30 days, that employee will be entitled to the same position on conclusion of the leave.

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

Section 3. Family Related Leaves:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be extended with the approval of the First Assistant. Such an extension should be requested in writing at least two weeks before the scheduled expiration of the original leave.

In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in

his/her family or household may, upon request, in the Employer's discretion and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to (1) year for those employees who are entitled to regular leave under Section 2 above for more time) without pay.

Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical purposes pursuant to the Family Medical Leave Act ("FMLA"). Insurance coverage shall be maintained only in accordance with the FMLA, *i.e.*, up to twelve (12) weeks and meeting FMLA standards.

Section 4. Educational Leave:

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

Section 5. Seniority on Leave:

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

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

Section 6. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a disability, maternity/paternity, workers compensation or FMLA leave of absence must continue to pay the employee share of the cost of the County health insurance benefits provided in Article XII in order to keep these benefits in full force and effect during the period of leave. Employees on all other unpaid leaves must pay the full cost of the County health insurance to keep it in effect during their leaves. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make or carry out such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 7. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. When such leave expires, such employee shall be eligible to receive the salary and the same or comparable position as that held at the time that the leave was granted. Such leave may be extended by

mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Elected delegates will be permitted to attend a national and/or state AFSCME convention once every year without loss in pay for the time spent en route to and from, and attending the convention, up to two (2) days for a national and/or state convention. Local 2060 is currently entitled to five (5) delegates for the State convention under the following formula:

Four (4) delegates for membership less than 400 members Plus an additional one (1) delegate for each additional 1,000 members or fraction thereof.

Sick pay, vacation and insurance benefits will be provided as set forth in Section 6 of this Article provided that it will not seriously affect the performance of the office.

Section 8. Military Leave:

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

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

Section 9. Veteran's Conventions:

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

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

Section 10. Approval of Leave:

No request for a leave, as defined in Sections 2, 4 and 7 of this Article, will be approved if such absence from duty at the particular time requested would interfere with the conduct of business.

Section 11. Jury Duty:

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

Section 12. School Conference and Activity Leave:

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

Section 13. Doctor's Statement:

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

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

Section 14. Bereavement Leaves:

Excused leave with pay will be granted, up to three (3) working days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, in which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay, except where the funeral is to be held out of Illinois, and beyond the states contiguous to Illinois, the employee shall be entitled to a maximum of five (5) normal days of pay.

An employee taking a bereavement leave hereunder must provide satisfactory proof of death, relationship to the deceased and attendance at the funeral. 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.

ARTICLE XI
HEALTH AND SAFETY

Section 1. Health and Safety:

a. General:

The employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the employee's Office Manager or such other individual as the Employer may designate.

b. Health and Safety Committee:

The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues involving the State's Attorney's Office as a whole, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed. The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or

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

Section 2. Fitness-For-Duty Medical Examinations and Inquiries:

Whenever the Employer has a reasonable belief, based on objective evidence, that an employee (a) may not be fit to perform essential job functions, or (b) may have a condition that may cause the employee to pose a direct threat of substantial harm, the Employer may require the employee to submit to a fitness-for-duty examination. Any such examination will be conducted in compliance with the provisions of the Americans With Disabilities Act and any medical information obtained thereby will be maintained confidentially. Employees who are required while at work to submit to a medical examination shall be on paid work time for such examination. Employees have the right to a second opinion from a physician of their choice. In the event that the Employer's physician and the employee's physician disagree, they will mutually agree to select a physician covered by the Employer's health insurance policy to break the tie.

Section 3. Disabled Employees:

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

Section 4. Communicable Diseases:

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

- A. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.
- B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.
- C. The Employer shall attempt to preserve the current practice whereby the Cook County Department of Public Health makes available to an employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine at no cost to the employee. Similarly, the Employer will attempt to maintain the current practice whereby the Cook County Department of Public Health makes flu vaccine available to employees in accordance with prior policy and provides TB screening to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee. Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a

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

ARTICLE XII
HEALTH BENEFITS

Section 1. Contributions: Health Benefits

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

Section 2: Insurance Opt-Out:

The Employer agrees to pay eight hundred dollars (\$800) per year to eligible employees who opt-out of the employer's health benefit program. Provided, that prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a bi-weekly payment to the employee, this amount be credited to a medical flexible spending account. Eligible

employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 3: Personal Support Program (PSP):

The parties share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Personal Support Program (PSP). In addition to the County's Employee Assistance Program (EAP), all AFSCME bargaining unit members and their dependents are covered under the AFSCME Personal Support Program (PSP). The County agrees to pay twenty-nine dollars (\$29.00) per year, per AFSCME member, to fund the PSP.

Section 4. Dental Plan:

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

Section 5. Vision Plan:

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

Section 6. Hospitalization ~ New Hires:

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

Section 7. Flexible Benefits Plan:

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

Section 8. Life Insurance:

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

Section 9. Insurance Claim Disputes:

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

Section 10. Part-Time Employees:

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

The pro-rated cost to the employee will be based on the budgeted hours of the employee's position. The employee will pay their pro-rated share of the County's monthly premium not to exceed fifty percent (50%).

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

Section 11. Health Benefits For Domestic Partners:

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

Section 12. Insurance Coverage for Laid Off Employee:

Employees laid off under this Agreement shall retain health and dental insurance coverage for a period of four (4) months following the month in which the layoff occurs with no change in cost to the employee.

ARTICLE XIII
WELFARE BENEFITS

Section 1. Sick Leave:

- A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 3.69 hours per pay period in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

- D. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- E. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 2. 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 3. Pension Plan:

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

Section 4. Layoff Coverage:

Employees laid off under this Agreement shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs, with the Employer paying the full premium, single or family plan as appropriate.

ARTICLE XIV
EDUCATIONAL BENEFITS

Employees covered under this Agreement may participate in the fund established by Cook County for members of AFSCME Council 31 bargaining units. The amount allocated by Cook County for said fund shall be an aggregate total of Forty Thousand Dollars (\$40,000.00) for all AFSCME bargaining units.

Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such coursework shall be employment related.

An employee may request funds up to an amount no greater than Five Hundred Dollars (\$500.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The representatives of AFSCME Council 31 and the County of Cook shall meet within 30 days of the date of this agreement to work out the details concerning the implementation of this educational benefit. It is understood that the educational benefits provided herein are intended to supplement already existing educational benefits.

ARTICLE XV
ADDITIONAL BENEFITS

Section 1. Personal Days:

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

Employees entitled to receive such leave, who enter employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.23 hours per pay period. No more than four (4) personal days may be used in a fiscal year. The carryover of personal days will be allowed to the extent consistent with County ordinance and policy.

Personal days may be prescheduled as additional vacation leave in accordance with Article IX provided that the employee will have earned the personal day(s) by the time of the vacation and the personal day(s) are requested in conjunction with vacation days in a contiguous week. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave if approved by the department head. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to the approval of the department head.

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

Section 2. Direct Deposit:

The Employer will continue to participate in the direct deposit program offered by Cook County as long as the County offers it, with direct deposit available to the bank of the employee's choice if that receiving bank is capable of receiving direct deposit.

Section 3. Pay Checks:

If a regular payday falls on a holiday and the County makes paychecks available to the Employer on the workday prior to the holiday, the Employer will make arrangements so that interested employees will have an opportunity to obtain their checks on the workday prior to the holiday. The parties recognize that even if such checks are distributed early they may still bear the date of the regular payday.

ARTICLE XVI

DISCIPLINARY ACTION POLICY AND PROCEDURE

Section 1. General:

It is expressly understood and agreed that the Employer has the sole right to establish, implement, and modify reasonable rules and regulations governing employee conduct. Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

Section 2. Manner of Discipline:

"Discipline," including but not limited to investigations, constructive discussions and corrections, shall be given in a private manner, and in a timely manner.

Section 3. Form of Discipline:

The Employer and Union agree with principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps and should be timely and progressive and accompanied by counseling.

Verbal Reprimand

Written Reprimand

Suspension

Discharge

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

Section 5. Representation:

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

Section 6. Notification:

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting. The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, the Employer shall notify the Union as well as the employee of the meeting and the reason therefore.

Any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request.

Section 7. Temporary Suspension:

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

Section 8. Removal of Discipline:

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

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

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the Agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

Section 2. Representation:

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

Section 3. Grievance Procedure Steps:

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

Step	Time Limit (calendar days) For Submission	Person To Whom Submitted	Time Limit For Meeting	Response Due
1	10 days	Immediate Supervisor	10 days	10 days
2	10 days	Department Head or Designee	10 days	10 days
3	10 days	State's Attorney or Designee	20 days	20 days
4	30 days	Impartial Third Party	30 days	30 days

Section 4. Grievance Meetings:

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative and the Union representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number

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

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

Section 5. Time Limits

The initial time limit for presenting a grievance shall be ten (10) days; and a thirty (30) day time limit shall apply to hearings and decisions at Step three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but the grievant shall have the right to advance the grievance to the next step. As in the case of the arbitration step the Union shall have the right to advance to arbitration.

Section 6. Advanced Step Filing:

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step.

Section 7. Stewards:

The Union will advise the Employer in writing of the names of the stewards in each department with the Employer and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 8. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate State's Attorney Facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the State's Attorney/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the State's Attorney or designee to enter and conduct business so as not to interfere with the operation of the Employer.

Section 9. Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the State's Attorney notice that the grievance is to enter impartial arbitration.

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

Once an arbitrator has been selected to hear a given case, the Union and the State's Attorney will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay. The decision of the arbitrator shall be final and binding upon the State's Attorney, the Union, and the employee or employees affected by the grievance.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

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

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

Section 10. Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply.

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

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion

of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for the conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding. The parties further agree to increase the number of arbitrators on the panel to twelve (12). The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) calendar days after the date of ratification.

ARTICLE XVIII
CONTINUITY OF OPERATION

Section 1. No Strike:

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

Section 2. Union Responsibility:

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

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

Section 3. Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee

or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 4. No Lock Out:

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

Section 5. Reservation of Rights:

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

ARTICLE XIX
RATES OF PAY

Bargaining unit employees in pay status as of the date of this Agreement shall receive wage increases and retroactive pay based on the following increases to bargaining unit wage rates:

- Effective the first full pay period after June 1, 2007, an 8.0% increase of wage rates.
- Effective the first full pay period after December 1, 2007, a 2.0% increase.

Thereafter, bargaining unit employees will receive the following wage increases:

- Effective the first full pay period after June 1, 2008, a 2.75% increase.

In addition, effective the first full pay period after June 1, 2008, each bargaining unit employee will be placed at the step of his or her pay grade commensurate with the individual employee's service time as of that date on the "Schedule I – AFSCME" pay plan attached hereto.

ARTICLE XX
JOB CLASSIFICATIONS

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

ARTICLE XXI
MISCELLANEOUS

Section 1. Video Display Terminals:

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

Section 2. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance or rule or order of the Supreme Court such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 3. Personnel Files:

Upon written request to Personnel Services in Human Resources, an employee may arrange to inspect (and obtain a copy of) all or part of his/her personnel file at any time mutually acceptable to the employee and Employer. The Employer will maintain personnel records and will grant such requests in accordance with the provisions of the Illinois Personnel Record Review Act.

Section 4. Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet quarterly, or as needed, through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than eleven (11) representatives to include all employee and Union representatives and all Employer representatives to a labor management committee for this purpose. No more than one employee per office location (except up to two employees from 26th Street) shall be allowed time off with pay to attend such meetings; said pay to be for the hours otherwise normally worked on meeting days. The agenda for these meetings will be clearly delineated, published, and received ten (10) working days in advance of any such scheduled meeting.

Section 5. Tax Shelters:

The Employer will continue to permit segregated IRS accounts for child care expenses, medical expenses, and insurance premium contributions, for as long as the Cook County payroll system permits such accounts.

Section 7. Dress Code:

At the Union's request the Employer agrees to study issues involving employee dress and recommendations concerning the formation of a dress policy at Union/Employer meetings under this Article.

ARTICLE XXII

DURATION

Section 1. Term:

This Agreement shall be effective from _____ and shall remain in effect through November 30, 2008. It shall continue in effect from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date or any anniversary thereof that the party desires to modify or terminate the Agreement. In the event such written notice is given by either party, the Agreement shall remain in effect after the expiration date or anniversary until a new Agreement has been reached or either party gives the other party five (5) days written notice of cancellation.

Section 2. Notice:

Any written notice under this Agreement shall be given by certified or registered mail, addressed as follows:

EMPLOYER:
Cook County State's Attorney
69 West Washington Street, 32nd Floor
Chicago, Illinois 60602

UNION:
A.F.S.C.M.E. Council 31
29 North Wacker Drive, Room 800
Chicago, Illinois 60606

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

SIGNATURES

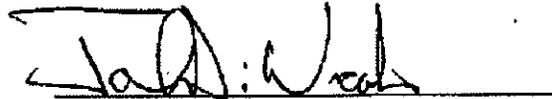
In witness hereof, the parties hereto have affixed their signatures this

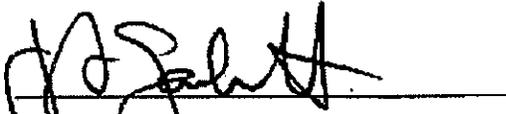
6th day of ^{June} ~~May~~, 2008.
J.C.

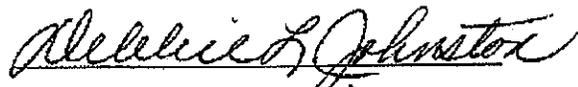
FOR THE EMPLOYER:

FOR THE UNION:

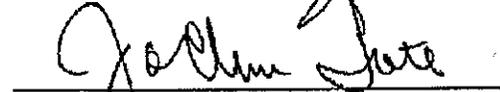

Richard A. Devine
Cook County State's Attorney

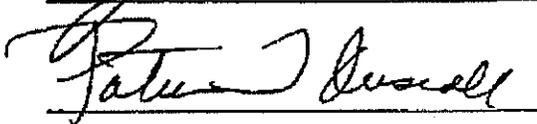

A.F.S.C.M.E. Council 31



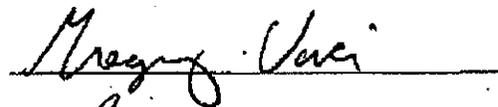


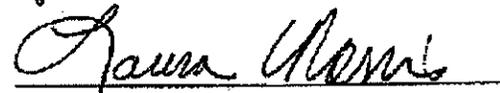


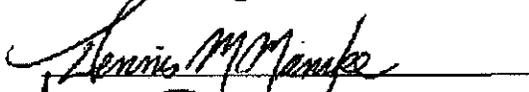


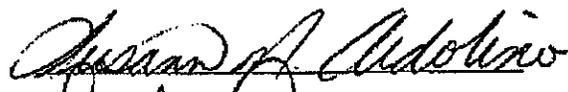






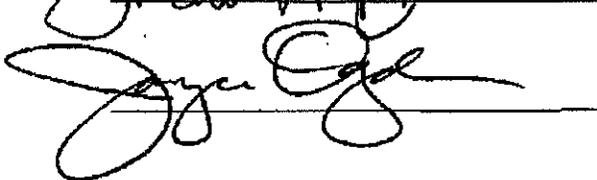


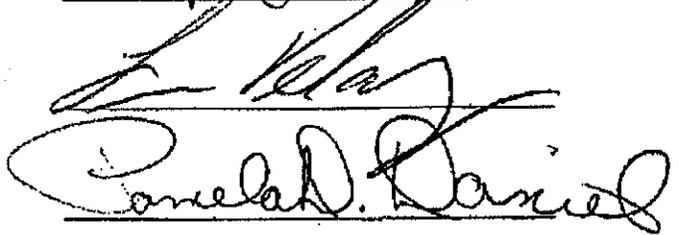


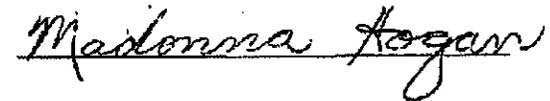












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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE'S ATTORNEY AND AFSCME LOCAL 2060**

The Employer agrees to maintain the Employer's current policy and practice of not requiring that employees of the State's Attorney who are covered under this Agreement reside in the County of Cook as a condition of employment, and that said policy and practice shall be maintained for the duration of this Agreement.

APPENDIX A

Effective June 1, 2008

SCHEDULE I-AFSCME

BUREAU OF HUMAN RESOURCES
RATES IN EFFECT JUNE 1, 2008, 2.75% FOR AFSCME MEMBERS ONLY

DRAFT

GD	ENTRY RATE	AFTER 1						AFTER 2						AFTER 1			AFTER 1		
		1st STEP	2nd STEP	3rd STEP	4TH STEP	5TH STEP	6th STEP	YEARS AT 6TH STEP	YEARS AT 6TH STEP	YEARS AT 6TH STEP	YEARS AT 6TH STEP	YR. AT 1ST LONGEVITY RATE & 10 YRS. SERVC	YR. AT 2ND LONGEVITY RATE & 15 YRS. SERVC	YR. AT 3RD LONGEVITY RATE & 20 YRS. SERVC	YR. AT 1ST LONGEVITY RATE & 10 YRS. SERVC	YR. AT 2ND LONGEVITY RATE & 15 YRS. SERVC	YR. AT 3RD LONGEVITY RATE & 20 YRS. SERVC		
*9	Hourly	12,979	13,531	14,106	14,708	15,331	15,983	16,662	17,371	18,110	18,879	19,678	20,507	21,366	17,120	17,462	18,335		
	Bi-Weekly Annual	1,038.32 28,996	1,082.48 28,144	1,128.48 28,340	1,178.48 30,588	1,228.48 31,808	1,278.64 33,244	1,332.96 34,658	1,389.60 35,808	1,447.04 36,808	1,505.92 38,143	1,565.36 39,567	1,625.36 41,051	1,685.92 42,600	1,369.60 35,808	1,398.98 36,320	1,466.80 38,136		
10	Hourly	13,903	14,494	15,110	15,752	16,421	17,119	17,847	18,605	19,394	20,214	21,065	21,947	18,338	18,705	19,64			
	Bi-Weekly Annual	1,112.24 28,916	1,159.52 30,147	1,208.80 31,428	1,260.16 32,764	1,313.88 34,155	1,369.52 35,807	1,427.76 37,121	1,487.04 38,143	1,547.36 39,567	1,608.32 41,051	1,670.32 42,580	1,733.36 44,119	1,797.36 45,743	1,467.04 38,143	1,486.40 38,908	1,571.20 40,861		
11	Hourly	14,915	15,548	16,210	16,899	17,617	18,366	19,147	19,960	20,806	21,684	22,594	23,536	19,674	20,067	21,07			
	Bi-Weekly Annual	1,198.20 31,023	1,243.92 32,341	1,288.80 33,718	1,351.92 35,149	1,409.36 36,643	1,469.28 38,201	1,531.76 39,825	1,597.60 41,639	1,665.84 43,174	1,736.32 44,771	1,807.20 46,000	1,879.36 47,913	1,953.60 49,774	1,573.82 40,921	1,605.36 41,739	1,685.60 43,825		
12	Hourly	15,974	16,653	17,361	18,099	18,868	19,670	20,505	21,374	22,276	23,211	24,179	25,180	21,070	21,491	22,586			
	Bi-Weekly Annual	1,277.92 33,225	1,332.24 34,638	1,386.88 36,110	1,447.92 37,645	1,509.44 39,245	1,573.60 40,813	1,640.48 42,652	1,709.76 44,119	1,781.60 45,567	1,855.84 47,000	1,932.32 48,560	2,011.36 50,184	1,805.60 43,825	1,819.28 44,701	1,895.28 46,937	1,975.28 49,180		
13	Hourly	17,108	17,835	18,593	19,383	20,207	21,066	21,961	22,891	23,854	24,851	25,883	26,946	22,555	23,016	24,167			
	Bi-Weekly Annual	1,368.64 35,594	1,426.80 37,096	1,487.44 38,673	1,550.64 40,316	1,616.56 42,030	1,685.28 43,917	1,756.88 45,678	1,830.72 47,119	1,908.16 48,380	1,989.12 50,184	2,072.64 52,000	2,160.72 53,680	1,805.28 43,825	1,841.28 44,701	1,933.36 46,937	2,024.32 49,180		

CONFIDENTIAL

Effective June 1, 2008

SCHEDULE I-AFSCME

**BUREAU OF HUMAN RESOURCES
RATES IN EFFECT JUNE 1, 2008, 2.75% FOR AFSCME MEMBERS ONLY**

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP						AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVICE			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVICE			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVICE		
		1st STEP	2nd STEP	3rd STEP	4TH STEP	5TH STEP	6th STEP	YRS SERV	RATE	YRS SERV	RATE	YRS SERV	RATE	YRS SERV	RATE	
14	Hourly Bi-Weekly Annual	18,368 1,469.44 38,206	19,149 1,531.82 39,929	19,983 1,597.04 41,523	20,811 1,664.86 43,286	21,635 1,735.60 45,125	22,467 1,809.36 47,043	23,296 1,886.24 49,042	24,126 1,938.08 50,390	24,711 1,976.88 51,398	25,947 2,075.76 53,969					
15	Hourly Bi-Weekly Annual	18,774 1,581.92 41,129	20,614 1,648.12 42,877	21,490 1,719.20 44,899	22,403 1,792.24 46,598	23,355 1,868.40 48,578	24,348 1,947.84 50,843	25,383 2,030.84 52,796	26,081 2,086.48 54,248	26,803 2,128.24 55,334	27,953 2,234.64 58,100					
16	Hourly Bi-Weekly Annual	21,227 1,698.16 44,162	22,129 1,770.32 46,028	23,069 1,846.52 47,983	24,049 1,923.92 50,921	25,071 2,005.88 52,147	26,137 2,090.88 54,364	27,248 2,179.84 56,675	27,987 2,239.76 58,233	28,557 2,284.56 59,398	29,985 2,398.80 62,366					
17	Hourly Bi-Weekly Annual	22,780 1,822.40 47,382	23,748 1,898.84 49,395	24,757 1,980.58 51,494	25,809 2,064.72 53,982	26,906 2,152.48 55,984	28,050 2,244.00 58,344	29,242 2,339.36 60,923	30,046 2,403.68 62,495	30,647 2,451.76 63,745	32,179 2,574.32 66,932					
18	Hourly Bi-Weekly Annual	24,401 1,952.08 50,754	25,438 2,036.04 52,911	26,519 2,121.52 55,159	27,646 2,211.88 57,508	28,821 2,305.68 59,947	30,048 2,403.68 62,485	31,323 2,505.84 65,151	32,184 2,574.72 66,942	32,828 2,626.24 68,282	34,469 2,757.52 71,695					
19	Hourly Bi-Weekly Annual	26,765 2,141.20 55,671	27,903 2,232.24 58,038	29,089 2,327.12 60,505	30,325 2,428.00 63,076	31,614 2,529.12 65,757	32,958 2,636.64 68,552	34,359 2,748.72 71,456	35,304 2,824.32 73,432	36,010 2,860.80 74,900	37,811 3,024.88 78,646					

Effective June 1, 2008

**SCHEDULE I-AFSCME
BUREAU OF HUMAN RESOURCES
RATES IN EFFECT JUNE 1, 2008, 2.75% FOR AFSCME MEMBERS ONLY**

GD	ENTRY RATE	AFTER 1					AFTER 2		AFTER 1		AFTER 1		AFTER 1	
		1st STEP	2nd STEP	3rd STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	YR. AT 1ST YR. LONGEVITY RATE & 10 YRS. SERV.	YR. AT 2ND YR. LONGEVITY RATE & 15 YRS. SERV.	YR. AT 3RD YR. LONGEVITY RATE & 20 YRS. SERV.			
*20	Hourly	29,391	30,640	31,942	33,300	34,716	36,190	37,728	38,766	39,541	41,518			
	Bi-Weekly	2,351.28	2,461.20	2,555.36	2,564.00	2,777.20	2,685.20	3,019.24	3,101.28	3,163.28	3,321.44			
	Annual	81,133	83,731	66,439	69,264	72,207	75,275	78,474	80,633	82,245	86,357			
21	Hourly	32,298	33,672	35,103	36,595	38,160	39,771	41,481	42,601	43,453	45,626			
	Bi-Weekly	2,583.92	2,683.76	2,808.24	2,927.60	3,052.00	3,181.89	3,316.98	3,406.08	3,476.24	3,650.09			
	Annual	87,181	70,037	73,014	76,117	79,362	82,723	86,238	88,610	90,382	94,902			
22	Hourly	36,445	36,651	38,521	40,158	41,865	43,644	45,499	46,750	47,685	50,069			
	Bi-Weekly	2,835.80	2,956.08	3,081.68	3,212.64	3,349.20	3,491.52	3,639.82	3,740.00	3,814.80	4,005.52			
	Annual	78,725	76,858	80,123	83,528	87,079	90,779	94,637	97,240	99,184	104,143			
23	Hourly	37,177	38,757	40,404	42,121	43,911	45,777	47,723	49,035	50,016	52,517			
	Bi-Weekly	2,974.16	3,100.58	3,232.32	3,369.68	3,512.88	3,662.18	3,817.84	3,922.80	4,001.28	4,201.36			
	Annual	77,328	80,614	84,040	87,511	91,334	95,216	99,263	101,992	104,033	109,235			

24

RATES IN EFFECT JUNE 1, 2008, 2.75% FOR AFSCME MEMBERS ONLY

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None	None	90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
Outpatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *	90% / 60% *
Outpatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other Outpatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)		PPO	
BENEFIT OVERVIEW		HMO	PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network
		Benefit Level Effective 12/1/07	In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*
Ambulance Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)		PPO	
BENEFIT OVERVIEW		BMO	PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 deductible per admission.	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *
Facility Charges	100%	100%	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits				
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.			
			2 x Retail Co-pay

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75%	N/A	1.75%
Employee plus Spouse	.5%	1.0%	1.5%	2.0%
Employee plus Family	.5%	1.25%	1.5%	2.25%
Cap	\$8 PER PAY PERIOD	None	None	None

VISION BASIC BENEFITS -- APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS -- APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS -- APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person	\$50/individual; \$200 Family
Deductible	\$25/individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	(4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services:		
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery		
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowance as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowance in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**Illinois Fraternal
Order of Police
Labor Council**

And

**Cook County State's
Attorney's Office**

December 1, 2004 through November 30, 2008

PREAMBLE	1
ARTICLE I RECOGNITION	1
SECTION 1.1: UNIT DESCRIPTION	1
SECTION 1.2: PART-TIME INVESTIGATORS.....	1
SECTION 1.3: PROBATIONARY PERIOD	1
ARTICLE II COUNCIL DUES DEDUCTION.....	2
SECTION 2.1: DUES DEDUCTION	2
SECTION 2.2: FAIR SHARE DEDUCTION.....	2
SECTION 2.3: INDEMNIFICATION.....	2
ARTICLE III COUNCIL RIGHTS	3
SECTION 3.1: ACTIVITY DURING WORKING HOURS	3
SECTION 3.2: ACCESS TO WORKSITES BY COUNCIL REPRESENTATIVES	3
SECTION 3.3: ATTENDANCE AT COUNCIL MEETINGS.....	3
SECTION 3.4: DELEGATES	3
ARTICLE IV NO STRIKE	3
SECTION 4.1: NO STRIKE COMMITMENT	3
SECTION 4.2: NO LOCKOUT	3
SECTION 4.3: RESUMPTION OF OPERATIONS	4
SECTION 4.4: COUNCIL LIABILITY.....	4
SECTION 4.5: DISCIPLINE OF STRIKERS.....	4
SECTION 4.6: JUDICIAL RESTRAINT.....	4
ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE ...	4
SECTION 5.1: DEFINITION OF A GRIEVANCE	4
SECTION 5.2: REPRESENTATION	4
SECTION 5.3: PROCEDURE	4
ARTICLE VI DISCIPLINE	6
SECTION 6.1: DISCIPLINARY STANDARD	6
SECTION 6.2: DEFINITION	6
SECTION 6.3: MANNER OF DISCIPLINE	7
SECTION 6.4: SUSPENSION PENDING DISCHARGE.....	7
SECTION 6.5: PRE-DISCIPLINARY MEETING	7
SECTION 6.6: ORAL REPRIMANDS	7
SECTION 6.7: NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION.....	7
SECTION 6.8: CASES INVOLVING SUMMARY PUNISHMENT.....	8

ARTICLE VII SENIORITY 8

 SECTION 7.1: SENIORITY DEFINED 8

ARTICLE VIII INVESTIGATOR RIGHTS

 SECTION 8.1: PERSONAL ASSETS..... 9

 SECTION 8.2: RELEASE OF INFORMATION..... 9

 SECTION 8.3: TESTIMONY 9

 SECTION 8.4: INVESTIGATION OF INVESTIGATOR 9

 SECTION 8.5: REPLACEMENT OF PERSONAL PROPERTY 10

ARTICLE IX NON-DISCRIMINATION 10

 SECTION 9.1: EQUAL EMPLOYMENT OPPORTUNITY 10

 SECTION 9.2: NON-DISCRIMINATION 10

 SECTION 9.3: USE OF MASCULINE PRONOUN 10

ARTICLE X IMPASSE RESOLUTION 10

ARTICLE XI LABOR-MANAGEMENT CONFERENCE..... 10

 SECTION 11.1: LABOR/MANAGEMENT MEETINGS 10

ARTICLE XII DRUG TESTING 11

 SECTION 12.1: POLICY 11

 SECTION 12.2: PROHIBITION 11

 SECTION 12.3: DRUG AND ALCOHOL TESTING PERMITTED 11

 SECTION 12.4: ORDER TO SUBMIT TO TESTING 11

 SECTION 12.5: TESTS TO BE CONDUCTED..... 12

 SECTION 12.6: RIGHT TO CONTEST 12

 SECTION 12.7: VOLUNTARY REQUESTS FOR ASSISTANCE 13

 SECTION 12.8: DISCIPLINE 13

 SECTION 12.9: DEFINITIONS FOR THE PURPOSE OF THIS POLICY 13

ARTICLE XIII LAYOFF 14

 SECTION 13.1: LAYOFF PROCEDURE 14

 SECTION 13.2: RECALL 14

ARTICLE XIV INVESTIGATOR SECURITY 14

 SECTION 14.1: JUST CAUSE STANDARD..... 14

 SECTION 14.2: ISSUED EQUIPMENT 14

ARTICLE XV INDEMNIFICATION	14
SECTION 15.1: INDEMNIFICATION.....	14
SECTION 15.2: LEGAL REPRESENTATION	14
ARTICLE XVI SAFETY ISSUES	15
SECTION 16.1: SAFETY MEETINGS	15
SECTION 16.2: DEFECTIVE EQUIPMENT	15
ARTICLE XVII BULLETIN BOARDS	15
ARTICLE XVIII GENERAL PROVISIONS	15
SECTION 18.1: EXAMINATION OF RECORDS.....	15
SECTION 18.2: EXPOSURE TO DISEASES.....	15
SECTION 18.3: LINE OF DUTY DEATH ASSISTANCE	16
ARTICLE XIX MAINTENANCE OF BENEFITS	16
ARTICLE XX MANAGEMENT RIGHTS	16
ARTICLE XXI PERSONNEL FILES	18
SECTION 21.1: NUMBER, TYPE AND CONTENT.....	18
SECTION 21.2: INSPECTION OF FILES.....	18
SECTION 21.3: USE OF OFFICIAL PERSONNEL FILE MATERIAL	18
SECTION 21.4: INVESTIGATOR NOTIFICATION	18
ARTICLE XXII EVALUATIONS	19
ARTICLE XXIII SECONDARY EMPLOYMENT	19
ARTICLE XXIV HOURS OF WORK AND OVERTIME	19
SECTION 24.1: PURPOSE OF ARTICLE	19
SECTION 24.2: WORK SCHEDULES AND ASSIGNMENTS	19
SECTION 24.3: HOURS OF WORK	20
SECTION 24.4: OVERTIME COMPENSATION/COMPENSATORY TIME.....	20
SECTION 24.5: PYRAMIDING.....	21
SECTION 24.6: CALL BACK	21
SECTION 24.7: COURT TIME	21
SECTION 24.8: FTO PAY.....	21
ARTICLE XXV SICK TIME	21

ARTICLE XXVI HOLIDAYS	22
SECTION 26.1: HOLIDAYS	22
SECTION 26.2: HOLIDAY COMPENSATION.....	23
SECTION 26.3: PERSONAL DAYS	23
SECTION 26.4: ELECTION DAY	23
ARTICLE XXVII LEAVES OF ABSENCE	24
SECTION 27.1: BEREAVEMENT LEAVE.....	24
SECTION 27.2: DISABILITY BENEFITS	24
SECTION 27.3: SUBPOENAED APPEARANCE	24
SECTION 27.4: TEMPORARY LIGHT DUTY	24
SECTION 27.5: MILITARY LEAVE.....	25
SECTION 27.6: MATERNITY/PATERNITY LEAVE	25
SECTION 27.7: FAMILY AND MEDICAL LEAVE	26
SECTION 27.8: PERSONAL LEAVE.....	27
SECTION 27.9: SCHOOL VISITATION LEAVE	28
SECTION 27.10: VETERAN'S CONVENTION LEAVE	28
SECTION 27.11: TRAINING.....	29
SECTION 27.12: TUITION REIMBURSEMENT	29
ARTICLE XXVIII INSURANCE	29
SECTION 28.1: HEALTH INSURANCE.....	29
SECTION 28.2: LIFE, VISION AND DENTAL INSURANCE	30
SECTION 28.3: FLEXIBLE BENEFITS PLAN	30
SECTION 28.4: INSURANCE OPT-OUT	30
ARTICLE XXIX PAYROLL, WAGES AND EXPENSES.....	31
SECTION 29.1: PAYROLL PERIOD	31
SECTION 29.2: VOLUNTARY DEDUCTIONS FROM PAY	31
SECTION 29.3: EXPENSE REIMBURSEMENTS	31
SECTION 29.4: ANNUAL WAGES	31
SECTION 29.5: EQUIPMENT ALLOWANCE.....	32
ARTICLE XXX VACATION LEAVE	32
ARTICLE XXXI JOB BIDDING	33
SECTION 31.1: JOB BIDDING	33
SECTION 31.2: TEMPORARY TRANSFERS	33
ARTICLE XXXII SAVINGS CLAUSE	34

ARTICLE XXXIII DURATION..... 34

SECTION 33.1: TERM OF AGREEMENT..... 34

SECTION 33.2: CONTINUING EFFECT..... 34

PREAMBLE

This Agreement is entered into by and between the Cook County State's Attorney's Office (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council, representing the Investigators (hereinafter referred to as "Employee" or Investigator) in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of the parties to work together and to provide and maintain satisfactory terms and conditions of employment.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Investigators in the bargaining unit as follows:

All full-time Cook County State's Attorney's Investigator SA1s and SA2s working for the Cook County State's Attorney Office, in accordance with the Illinois State Labor Relations Board Case number S-RC-96-105.

Excluded from the bargaining unit are all other employees employed by the Cook County State's Attorney's Office as well as supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 1.2: Part-Time Investigators

The Employer will not utilize the services of part time investigators to displace or replace bargaining unit investigators. Nothing in this section shall apply to the complaint desk, finger print room or evidence vault. Prior to using any part time investigators to perform bargaining unit work, the employer will notify the Council and provide the Council with an opportunity to negotiate in good faith over the matter. At no time will the number of part time investigators exceed ten (10) part time investigators. The part time investigators will be limited to monitoring non-consensual overhears, duplication of audio and video tapes and all technical services. Part time investigators will not be used to reduce the regular hours of work of bargaining unit investigators or for the purpose of avoiding overtime compensation for bargaining unit investigators.

Section 1.3: Probationary Period

The probationary period for all Investigators hired after the date that this Agreement is signed shall be one (1) year. For newly-hired Investigators who have no prior law enforcement experience and are required by the State Training Board to attend basic training at a certified law enforcement academy, this one (1) year period will begin

when the Investigator successfully completes the basic training or eighteen (18) months from the date of hire, whichever is sooner. During the probationary period, Investigators shall have no seniority, but shall be entitled to all other benefits of this Agreement, provided that probationary Investigators shall not be entitled to challenge disciplinary action, including discharge, pursuant to this Agreement.

ARTICLE II COUNCIL DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each Investigator's paycheck, the appropriate Council dues for each Investigator who has filed with the Employer a written authorization form. (Attached hereto as appendix D) The Employer shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The Employer agrees to provide newly hired Investigators with a dues deduction form within 10 days of their hire date and further agrees to notify the Council of any change in Investigator status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the Employer 30 days notice of any such change.

If an Investigator has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that Investigator's dues. The Council agrees to refund to the Investigators, any amounts paid to the Council in error on account of this dues deduction provision. An Investigator may revoke his/her voluntary dues deduction by notifying the Council and the Employer by certified mail - return receipt requested and providing 30 days advance notice.

Section 2.2: Fair Share Deduction

During the term of this Agreement, Investigators covered by the terms of this Agreement, who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Council for collective bargaining and labor agreement administration services rendered by the Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Council. The Council shall submit to the Employer a list of members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Section 2.3: Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and

employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Employer's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE III COUNCIL RIGHTS

Section 3.1: Activity During Working Hours

Investigators shall, after giving appropriate notice to the Employer, be allowed reasonable time off with pay, if scheduled to work, to attend grievance hearings or grievance meetings, if their attendance is reasonably necessary.

Section 3.2: Access to Worksites by Council Representatives

The Employer agrees that representatives from the Council shall have reasonable access to the premises of the Employer to conduct legitimate Union business after securing prior approval from the Employer, which shall not be unreasonably denied or withheld. Council representatives shall make every reasonable effort to conduct their business without interfering with the operations of the Employer.

Section 3.3: Attendance at Council Meetings

Upon prior approval, which shall not be unreasonably denied, the Employer agrees that authorized local representatives of the Council shall be permitted reasonable time off without pay to attend general, executive and special meetings of the Council if their attendance is necessary. Investigators may utilize compensatory time off, vacation or personal days to attend such meetings.

Section 3.4: Delegates

Upon prior approval, up to five (5) Investigators chosen by the Council to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting (not to exceed four working days) may be allowed to attend and use available paid time off options to do so (i.e., compensatory time off or vacation), provided that such attendance does not interfere with the Employer's operations. Prior permission to attend such meetings or seminars will not be unreasonably denied. Such meetings or seminars shall be limited to a maximum of two (2) per calendar year.

ARTICLE IV NO STRIKE

Section 4.1: No Strike Commitment

Neither the Council, nor any Investigator will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown, refusal to cross picket lines while working, or withholding of services of any type or any other job action related to a labor dispute.

Section 4.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Council.

Section 4.3: Resumption of Operations

In the event of action prohibited by Section 4.1, the Council shall immediately disavow such action and request the Investigators to return to work, and shall use its best efforts to achieve a prompt resolution of normal operations. All Investigators who hold a position of authority in the Council, hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other Investigators to return to work.

Section 4.4: Council Liability

Upon the failure of the Council to comply with the provisions of Section 4.3, any agent or official of the Council who is an Investigator covered by this Agreement may be subject to the provisions of Section 4.5.

Section 4.5: Discipline of Strikers

Any Investigator who violates the provisions of Section 4.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an Investigator who participates in action prohibited by Section 4.1 of this Article shall not be subject to the grievance procedure except that the issue of whether an Investigator in fact participated in an action prohibited by Section 4.1 shall be subject to the grievance and arbitration procedure.

Section 4.6: Judicial Restraint

Nothing contained in this Article shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

A grievance is defined as a dispute between the Employer and an Investigator or the Council regarding the application, meaning or interpretation of this Agreement.

Section 5.2: Representation

Grievances may be processed by the Investigator or the Council on behalf of an Investigator or group of Investigators. The Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Council representation at any step of the grievance procedure.

Section 5.3: Procedure

STEP 1 Any Investigator or Council representative, who has a grievance, shall submit the grievance in writing (on the form attached hereto as Appendix E) to the Line Supervisor. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, how they have been violated, and the relief sought. All grievances shall be filed within seven (7) calendar days from the date of occurrence or seven (7) calendar days from the date which the grievant could reasonably have learned of the circumstances which give rise to the

grievance. The Line Supervisor shall offer to discuss the grievance with the grievant and/or the Council at a mutually agreed upon date and time within seven (7) calendar days after receiving the grievance. Thereafter, the Line Supervisor shall render a written response to the grievant within seven (7) calendar days after receipt of the grievance. A grievance not timely filed shall be deemed waived.

STEP 2 If no response is received or the grievance is not settled at step #1, and the grievant wishes to appeal the decision at step #2, the grievance shall be submitted in writing to the Senior Supervisor within seven (7) calendar days after receipt of the response at step #1, or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #1. The Senior Supervisor shall then hold a meeting with the parties involved in the grievance at a reasonably convenient time, and at a mutually agreed upon location within fourteen (14) calendar days after receiving the grievance. The Senior Supervisor shall then respond to the grievance, in writing, within seven (7) calendar days after conducting such meeting.

STEP 3 If no response is received or the grievance is not settled at step #2, and the grievant wishes to appeal the decision at step #3, the grievance shall be submitted in writing to the Chief Investigator within seven (7) calendar days after receipt of the response at step #2, or when a response should have been received at step #2. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #2. The Chief Investigator or Deputy Chief Investigator shall then hold a meeting with the parties involved in the grievance at a reasonably convenient time, and at a mutually agreed upon location, within fourteen (14) calendar days after receiving the grievance. The Chief Investigator or Deputy Chief Investigator shall then respond to the grievance, in writing, within fourteen (14) calendar days after conducting such meeting.

STEP 4 If no response is received or the grievance is not settled at step #3, and the Council wishes to appeal the decision at step #4, the grievance shall be submitted in writing to the State's Attorney or his designee within seven (7) calendar days after receipt of the response at step #3, or when a response should have been received at step #3. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #3. The State's Attorney or his designee shall then investigate the grievance, and will hold a meeting with the parties involved in the grievance at a reasonably convenient time, within twenty-eight (28) calendar days after receiving the grievance. The State's Attorney or his designee shall then respond to the grievance, in writing, within fourteen (14) calendar days after conducting such meeting.

STEP 5 If the grievance is not settled at step #4, and the Council wishes to appeal the grievance, it may refer the matter to arbitration in writing within fourteen (14) calendar days of receipt of the State's Attorney's response at step #4, or when a response should have been received at step #4. The arbitration shall proceed in the following manner:

A. A representative of the Employer and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected

from the list of seven (7) by alternate strikes by the Employer and the Council. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a letter from either the Employer and/or the Council. The letter shall request the arbitrator to set a time and date for hearing the grievance, subject to availability on the part of the Employer and the Council. Hearings shall be conducted within the County of Cook at a mutually agreed upon location.

B. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Council shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Council. Cost of arbitration shall include the arbitrator's fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.

C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision not consistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.

ARTICLE VI DISCIPLINE

Section 6.1: Disciplinary Standard

Disciplinary action shall be imposed upon an Investigator only for just cause. Disciplinary action shall include actions whereby an Investigator is discharged, suspended or reprimanded, including written and oral reprimands. Only actions taken for disciplinary or punitive purposes shall be subject to the just cause standard.

Section 6.2: Definition

The parties agree with the philosophy of progressive and corrective discipline. Disciplinary action or measures shall include the following:

- (a) oral reprimand;
- (b) written reprimand;
- (c) suspension; and
- (d) discharge.

Generally, disciplinary measures will be confined to the foregoing. However it is understood that where an Investigator abuses or misuses an Employer — issued vehicle, the Employer reserves the right to suspend and/or restrict the Investigator's use of the vehicle. Additionally, the Employer reserves the right to reassign Investigators in

connection with disciplinary action taken under this Article. No Investigator shall be demoted for disciplinary purposes. Discipline shall be imposed promptly after the Employer is aware of the event or action-giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 6.3: Manner of Discipline

If the Employer disciplines an Investigator, it shall be done in a manner that will not embarrass the Investigator before other Investigators or the public.

Section 6.4: Suspension Pending Discharge

The Employer may suspend an Investigator for up to thirty (30) calendar days with or without pay pending the decision whether charges for discharge shall be filed against the Investigator. In the event that charges are not filed, or if the Investigator is exonerated, he/she will be fully compensated for any lost wages or benefits.

Section 6.5: Pre-Disciplinary Meeting

(a) For discipline other than oral reprimands, written reprimands and suspensions of three (3) days or less, the Employer shall hold a pre-disciplinary meeting, unless waived by the Investigator. Predisciplinary meetings shall normally be held during the Investigator's work time. If arrangements for such cannot reasonably be made between the Employer and the Investigator or the Investigator's representative, the hearing shall be scheduled immediately preceding or immediately following the Investigator's shift on the Investigator's work day. An Investigator shall be paid for the time spent at the pre-disciplinary meeting unless the hearing is postponed or rescheduled at the request of the Investigator and/or the Council to a time other than immediately before, during or after the Investigator's shift.

(b) The Employer shall notify the Council of the meeting and shall inform the Council and the Investigator involved of the reasons for such contemplated disciplinary action prior to the predisciplinary meeting. Investigators shall be informed of their rights to Council representation and shall be entitled to such, if so requested by the Investigator, and the Investigator and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the Investigator does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

(c) If an Investigator chooses to grieve a discharge or suspension of more than three (3) days after a pre-disciplinary meeting, the grievance shall proceed to the fourth step of the grievance procedure. If the Investigator chooses to grieve discipline of a three (3) day suspension or less, then the grievance will proceed to step 1 of the grievance procedure.

Section 6.6: Oral Reprimands

In cases of oral reprimands, the supervisor must inform the Investigator that he is receiving an oral reprimand. The Investigator shall also be given reasons for such discipline. Notations of oral reprimands may be placed in the Investigator's personnel file.

Section 6.7: Notification and Measure of Disciplinary Action

(a) In the event disciplinary action is taken against an Investigator, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Investigator and the Council in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances except for suspension pending discharge.

(b) An Investigator shall be entitled to have the presence of a Council representative at an investigatory interview if he requests one and if the Investigator has reasonable grounds to believe that the interview may be used to support disciplinary action against him. The Investigator shall be notified that the investigation is complete.

Section 6.8: Cases Involving Summary Punishment

Notwithstanding the foregoing, it is agreed that oral and written reprimands shall not be subject to challenge under the grievance procedure. However, it is understood that in the event that an Investigator is suspended based in part on a prior oral or written reprimand, such reprimand(s) may be challenged through the grievance procedure in conjunction with a challenge of the suspension. Reassignments/transfers or restrictions on the use of vehicles pursuant to this Article shall be subject to the grievance procedure. It is further understood that an Investigator may attach a written response upon receipt of an oral or written reprimand in accordance with the Personnel Records Review Act.

(a) In lieu of days off without pay, an Investigator may be permitted to utilize accumulated compensatory time off to satisfy the summary punishment.

(b) The Employer shall promulgate, maintain and publicize and may, from time to time, amend reasonable guidelines which will specify a non-exclusive list of omissions or transgressions the violation of which will subject the Investigator to summary punishment action, which shall be consistently applied. Any changes to these policies shall be in writing and distributed to all Investigators covered by the Agreement.

ARTICLE VII SENIORITY

Section 7.1: Seniority Defined

(a) An Investigator who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the Investigator's number of years of service for pension purposes. 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.

(b) Seniority, for the purposes of sick leave accrual, is defined as an Investigator's continuous length of full-time service as an Investigator and/or as an Investigator with Cook County.

(c) Seniority, for the purpose of vacation accrual, is defined in Article 30 of this Agreement.

(d) Seniority, for other purposes, is defined as an investigator's continuous length of full-time service as an Investigator with the Employer. Seniority shall be used when determining layoffs. Seniority within each unit shall also govern vacation preference. Seniority shall be considered as a reasonable factor in making unit assignments and transfers. Unpaid leaves exceeding one hundred eighty (180) days shall be deducted from the total accumulated days of full-time service in determining seniority except Military leaves, leaves resulting from duty related injuries and leaves in accordance with the "Family and Medical Leave Act of 1993." All disciplinary suspensions of thirty (30) days or greater shall be deducted from seniority. If hired on the same date, seniority shall be determined by lottery.

ARTICLE VIII INVESTIGATOR RIGHTS

Section 8.1: Personal Assets

No Investigator shall be required to disclose to the Employer any items of his property, or domestic expenditures unless such information is relevant to an internal investigation or when such disclosure is required by law.

Section 8.2: Release of Information

No photograph or personal information about an Investigator will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Investigator has been convicted of a criminal offense, or such disclosure is required by law. For purposes of this Section, personal information shall be defined as social security number, date of birth, names of family members, home address and telephone number. Nothing in this Section shall limit disclosure of employment-related information.

Section 8.3: Testimony

The Employer shall not compel an Investigator who is under investigation to speak to, testify before, or be questioned by any civilian review board.

Section 8.4: Investigation of Investigator

In any meeting called by the Employer, in which an Investigator reasonably believes that discipline will result from the meeting, the Investigator may request that a Council representative be present. The Law Enforcement Officer's Bill of Rights Act shall apply to any inquiry, which may lead to disciplinary action, and shall be incorporated herein by reference.

No Investigator will investigate or otherwise participate in the investigation of any Investigator covered by the terms of this Agreement.

The Employer shall not order, or otherwise cause, any investigation to be conducted on an Investigator, without reasonable suspicion that the Investigator has

engaged, or is engaging in misconduct. A personnel complaint form (Appendix B) will promptly be completed for each investigation under this Section.

If an Investigator is the subject of an investigation and the ensuing investigation fails to substantiate the complaint, the Employer will not place any information about the unsubstantiated complaint or the ensuing investigation in the Investigator's personnel file. The Employer will not take any adverse action against an Investigator based on such an unsubstantiated complaint. Investigators will be promptly notified on the completion of the investigation or sooner if practical.

Section 8.5: Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, personal clothing or wrist watch when same is damaged or destroyed as the result of the investigator's performance of duty, provided that such property is not destroyed through the negligence of the Investigator and the property is of reasonable value. (For example, Rolex watches will not be replaced.) Such claims shall be documented by the Investigator to the reasonable satisfaction of the Investigator's supervisor.

ARTICLE IX NON-DISCRIMINATION

Section 9.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all Investigators covered by the terms of this Agreement without regard to race, color, sex, religion, disability or national origin.

Section 9.2: Non-Discrimination.

The Employer shall not discriminate against Investigators based on race, color, sex, religion, disability or national origin of the Investigator. Nor shall the Employer discriminate against Investigators as a result of membership in the Council.

Section 9.3: Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE X IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (51LCS315/14), or as may otherwise be mutually agreed.

ARTICLE XI LABOR-MANAGEMENT CONFERENCE

Section 11.1: Labor/Management Meetings

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Council and responsible representatives of the

Employer. Such meetings may be requested by either party by placing in writing a request to the other for a "labor management conference."

ARTICLE XII DRUG TESTING

Section 12.1: Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect its investigators to report for work fit and able for duty, and to refrain from using illegal drugs on duty or off duty.

Section 12.2: Prohibition

Investigators shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer premises or job sites, including all buildings, properties and vehicles; consuming or possessing illegal drugs (unless in accordance with duties) at any time on or off duty

(b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) at any time on or off duty;

(c) being under the influence of alcohol during the course of the work day or being under the influence of illegal drugs at any time on or off duty;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking which could impair the investigator's ability to perform his job.

If an on-duty tactically unavoidable situation arises which may result in a positive test (e.g. undercover investigator forced by drug dealer at gunpoint to "sample" product), the officer must report what happened in writing within 24 hours.

Section 12.3: Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an investigator is under the influence of alcohol during the course of the work day or illegal drugs at any time, the Employer shall have the right to require the investigator to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also implement random testing for investigators who are permanently and voluntarily assigned to a narcotics related task force, including, but not limited to, Drug Enforcement Administration, U.S. Customs and States Attorney's Narcotics Strike Force. Employees may be selected for testing by any random lottery method by which each investigator has the same chance of selection. No employee shall be required to submit to random testing more than twice per calendar year. Finally, the employer may test any investigator upon his return to work after a leave of absence of thirty days or more, or suspension or layoff of thirty days or more.

Section 12.4: Order to Submit to Testing

Refusal to submit to testing upon request will subject the investigator to discharge, even for a first refusal.

Section 12.5: Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of and the identity of each sample and test result. No investigator covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid, or hair from an investigator to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the investigator;
- (e) collect samples in such a manner as to insure security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the investigator tested with an opportunity to have the additional sample tested by a NIDA accredited clinical laboratory within 48 hours of receiving the results of the test, at the investigator's own expense;
- (h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the investigator is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that the investigator was under the influence at lesser concentrations);
- (j) if an employee is required to leave work for a drug or alcohol test, the Employer will pay the employee for time lost from scheduled work for that day, provided the employee's test results are negative.

Section 12.6: Right to Contest

The Council and/or the investigator, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or

results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure.

Section 12.7: Voluntary Requests for Assistance

The Employer shall not discipline an investigator who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, but the Employer may require reassignment of the investigator if he is then unfit for duty in his current assignment or place the employee on an unpaid leave of absence. The Employer shall make available through its Employee Assistance Program a means by which the investigator may obtain referrals and treatment. All such requests shall be confidential. However, it is the responsibility of the employee to seek assistance from the Employee Assistance Program ("EAP") before the employee is notified of a drug alcohol test pursuant to this policy, or alcohol and/or drug use leads to disciplinary action under this policy. The employee's decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action. On the other hand, using EAP will not be a defense to avoid disciplinary action where the facts proving a violation of this policy are obtained outside of the EAP.

Section 12.8: Discipline

Violation of any of the provisions of this substance abuse policy may result in termination, even for a first offense. An employee's refusal to consent to a drug/alcohol search or test under the provisions of this policy may also result in termination, even for a first refusal. An employee who is participating in a chemical dependency treatment program may be required to undergo periodic, unannounced drug/alcohol testing at any time at the sole discretion of the Employer during the treatment, and for up to one year following completion of any chemical dependency treatment program. An employee who has successfully gone through treatment and who subsequently is found to be "under the influence" or who tests positive on a periodic test as described in this substance abuse policy may be terminated.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an investigator on active status throughout the period of rehabilitation if it is appropriately determined that the investigator's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a threat to the property or safety of others or the reputation and credibility of the Employer. Such investigator shall be afforded the opportunity to use accumulated paid-leave or take an unpaid leave of absence, at the investigator's option, pending treatment.

Section 12.9: Definitions for the Purpose of This Policy

"Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner.

"Legal Drug" means prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

"Illegal Drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

ARTICLE XIII LAYOFF

Section 13.1: Layoff Procedure

The Employer may institute a layoff for legitimate, non-discriminatory reasons. Investigators covered by this Agreement will be laid off in accordance with their seniority as defined in Section 7.1 (d). All Investigators and the Council shall receive advance notice in writing of the layoffs at least fourteen (14) calendar days in advance of the effective date of the layoff. The Employer shall not hire other parties to perform Investigator duties while there are Investigators on layoff.

Section 13.2: Recall

Investigators who are laid off shall be placed on a recall list for a period of twelve (12) months. When there is a recall, Investigators who are on the recall list shall be recalled in the reverse order of their layoff. Investigators who are eligible for recall shall be given seven (7) calendar days notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Council. The Investigator must notify the Chief Investigator or his designee of his intention to return to work within three (3) business days after receiving a notice of recall. If an Investigator fails to respond to the recall notice as required by this Section, his name shall be removed from the recall list.

ARTICLE XIV INVESTIGATOR SECURITY

Section 14.1: Just Cause Standard

No Investigator covered by the terms of this Agreement shall be discharged or disciplined in any manner without just cause.

Section 14.2: Issued Equipment

All costs associated with repairing or replacing lost, damaged or stolen equipment issued by the Employer shall be borne by the Employer except those cases where it is determined that the loss or damage is due to the negligence of the Investigator.

ARTICLE XV INDEMNIFICATION

Section 15.1: Indemnification

The Employer shall be responsible for, hold Investigators harmless from and pay for damages or monies, which may be adjudged, assessed or otherwise levied against any Investigator covered by this Agreement. It is understood and agreed that the Employer has the sole authority to determine whether to settle any legal proceeding covered by the Section, provided that the Investigator shall suffer no financial loss.

Section 15.2: Legal Representation

Investigators shall have legal representation by the Employer in any civil cause of action brought against an Investigator resulting from his action arising out of, and within the scope of his employment. Investigators have a duty to cooperate fully in the defense of any such action.

ARTICLE XVI SAFETY ISSUES

Section 16.1: Safety Meetings

The Chief Investigator or his designee will meet with the Council to discuss safety issues.

Any report or recommendation which may be prepared by the Council, or designee(s) of the Chief Investigator as a direct result of any such meeting will be placed in writing and copies will be submitted to the Chief Investigator and the representatives of the Council.

Section 16.2: Defective Equipment

No Investigator shall be required to use any equipment that has been designated by both the Council and the Employer as being unsafe.

When an assigned Employer vehicle is found to be unsafe or in violation of the law, the Investigator will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE XVII BULLETIN BOARDS

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards where none are available, for the posting of Council notices and information at the following locations:

investigator sign in posts located at: 26th & California, 13th & Michigan, Maywood, Markham, Bridgeview, Juvenile, Skokie, Rolling Meadows and the Cook County Administration Building.

ARTICLE XVIII GENERAL PROVISIONS

Section 18.1: Examination of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Investigator whose pay is in dispute or any other relevant records of the Investigator pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Investigator's consent.

Section 18.2: Exposure to Diseases

The Employer and the Council are committed to taking reasonable steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, the Employer agrees as follows:

1. To provide training and/or distribute written materials to Investigators regarding the protocols for preventing the spread of communicable diseases.
2. To make professional medical counseling available to any Investigator who reasonably believes that he/she has become infected with TB, HIV, or Hepatitis B

during the course of his/her employment at no cost to the Investigator. The Employer shall make available to the Investigator who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or TB screening test vaccine at no cost to the Investigator.

Specific concerns relating to health and safety of Investigators may be handled in accordance with Section 16.1 (Safety Meetings) of this Agreement.

Section 18.3: Line of Duty Death Assistance

In the event that an Investigator is killed in the line of duty, the State's Attorney or his designee shall provide assistance to the Investigator's family, upon request, in obtaining benefits to which the family may be entitled.

ARTICLE XIX MAINTENANCE OF BENEFITS

In the event that any economic benefits, except those specifically provided for by this Agreement are materially altered, diminished, or eliminated, the Employer shall meet with the Council for the purpose of negotiating alternative economic benefits.

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. The Employer however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

ARTICLE XX MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all powers, rights, duties, responsibilities, prerogatives and functions, including all inherent managerial rights and those vested by the laws and the Constitution of the State of Illinois are retained and vested exclusively in the Employer or his designee in each and every respect, including, but not limited to, the rights to be exercised in accordance with his judgment and discretion:

- (a) to determine the organization and operations of the Employer, including the right to determine the personnel, methods, means and facilities, by which operations are conducted;
- (b) to determine and change the purpose, size, composition, and function of the work force and of each of the constituent parts and subdivisions of the Employer and the work to be performed thereby;
- (c) to set reasonable standards of productivity for the services to be performed by all employees, including Investigators;
- (d) to direct the Investigators, including the right to assign and direct work and overtime;

(e) to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train and transfer, assign, and schedule Investigators;

(f) to determine the number of Investigators to be employed and to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve Investigators from duties because of lack of work or funds or other proper reasons;

(g) to use independent contractors to perform work or services as long as such action does not diminish the bargaining unit;

(h) to establish work schedules and to determine starting and quitting times of Investigators and the number of hours to be worked;

(i) to establish, modify, combine, abolish and determine the work content and functions of all job positions and classifications;

(j) to determine methods of operation, equipment, or facilities;

(k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

(l) to establish, implement, and maintain an effective internal control program;

(m) to discipline in any manner or discharge Investigators for just cause;

(n) to establish and amend reasonable policies, procedures, rules, and regulations relating to the Investigators, and the job duties, conduct, and activities thereof and their terms of employment except as otherwise expressly provided or restricted herein;

(o) to introduce new or improved research, production, service, materials, machinery, technology, and equipment;

(p) to determine the number, locations, and operation of bureaus, divisions, sections and all other units of the Employer; and

(q) to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission and duties of the Employer, provided such action is consistent with this Agreement.

The failure of the Employer to exercise any right, prerogative, or function hereby reserved to the Employer, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the right of the Employer to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE XXI PERSONNEL FILES

Section 21.1: Number, Type and Content

A complete personnel file shall be maintained in the Human Resources Department of the Cook County State's Attorney's Office for each Investigator. Investigator personnel files shall be confined to information related to the Investigator's employment.

Nothing herein shall preclude the Employer, including Investigator supervisors, from maintaining records concerning Investigators which are not contained in the Investigator's personnel file, subject to the limitations set forth in this Article as to such records. For purposes of administration of this Agreement, the Investigator personnel files maintained at the Human Resources Department shall be considered as the official personnel files.

Section 21.2: Inspection of Files

All personnel files shall be available for inspection, by the affected Investigator in accordance with the Personnel Record Review Act, 820 ILCS 10/0.01 et seq. A Council representative may accompany the Investigator when such inspection of his personnel file occurs, provided the Investigator consents to such Council review. An authorized representative of the Employer may be present at all times when an Investigator wishes to view his file. Requests to copy documents in the official personnel files shall be honored in accordance with the Personnel Record Review Act and the Employer agrees to abide by the Personnel Record Review Act. All inspections shall take place at the location where the personnel files are maintained.

Section 21.3: Use of Official Personnel File Material

With the exception of payroll and benefit records, the content of files pertaining to an Investigator maintained by the Employer, including but not limited to disciplinary investigative records for completed investigations, shall not be used in any disciplinary matter unless such records are subject to inspection as set forth in Section 2 of this Article.

Completed, inactive disciplinary investigative records related to a matter for which summary punishment was issued, shall not be used in any subsequent disciplinary or adverse personnel matter relating to conduct which occurs more than two (2) years after the summary punishment was issued unless otherwise required by law or unless put into issue by the Investigator or the Council. Completed, inactive disciplinary investigative records relating to other matters shall not be used in any subsequent disciplinary matter relating to conduct which occurs more than five (5) years later, unless otherwise required by law or unless put into issue by the Investigator or the Council.

Section 21.4: Investigator Notification

A copy of any disciplinary action related to Investigator performance which is placed in the personnel file shall be given to the Investigator (in which case the Investigator may be asked to sign to confirm receipt), or sent by certified mail to his last address appearing on the records of the Employer.

ARTICLE XXII EVALUATIONS

The Council and the Employer encourage periodic informal evaluation conferences between the Investigator and his supervisor to discuss work performance, job satisfaction, work-related problems, and the work environment. If work performance problems are identified, the supervisor should offer constructive suggestions and shall attempt to aid the Investigator in resolving the problem.

Written evaluations will be prepared by the Investigator's Line Supervisor at least every twelve (12) months (not to exceed twice a year) except for probationary Investigators. The evaluation shall be job-related. The evaluation shall be discussed with the Investigator, and the Investigator shall be given a copy after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. If an Investigator disagrees with any portion of his/her evaluation, such disagreement and any Investigator explanations may be noted directly on the evaluation form.

ARTICLE XXIII SECONDARY EMPLOYMENT

Requests by Investigators to be permitted to engage in secondary employment or business enterprises shall be reviewed on a case-by-case basis and shall be denied only for legitimate operational or policy-related reasons or other just cause. Investigators will not engage in secondary employment while assigned to the field training program. Investigators working in the capacity of a law enforcement officer, security-related position or Investigator, may be required to furnish proof of the secondary Employer's indemnification/liability insurance coverage. Additionally, Investigators may be required to furnish copies of any licenses or registration cards or certificates as required by state law. The requests for secondary employment shall be submitted in writing to the Chief Investigator or his designee before accepting secondary employment. The Chief Investigator or his designee shall provide an answer to such request within ten (10) working days thereof, unless otherwise extended by agreement. The Union reserves the right to grieve denials of secondary employment under this Section.

ARTICLE XXIV HOURS OF WORK AND OVERTIME

Section 24.1: Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime, compensatory time off and overtime payments.

Section 24.2: Work Schedules and Assignments

A. Notwithstanding any other provision to the contrary, in order to meet a legitimate operational need, scheduled shift starting and stopping times may be altered plus or minus two (2) hours or less upon twenty-four (24) hours notice to the Investigator prior to the start of the shift in question. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship, nor will it be invoked in the absence of an operational need solely for the purpose of avoiding overtime.

B. Upon reasonable advance notice to the Investigator, the Employer may also alter an Investigator's scheduled shift and/or regular days off in order to meet the needs of special details of short duration, investigation, training programs, or similar special assignments. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship, nor will it be invoked in the absence of an operational need solely for the purpose of avoiding overtime.

Section 24.3: Hours of Work

An Investigator's normal work day shall consist of eight (8) consecutive hours of work. The normal work week shall consist of forty (40) hours. Each eight (8) hour work day shall be interrupted by a sixty (60) minute paid lunch break.

Section 24.4: Overtime Compensation/Compensatory Time

A. The regular work period for Investigators shall consist of forty (40) hours in a seven (7) day work period. The Employer shall compensate Investigators for all authorized hours of work in excess of forty (40) hours in a seven (7) day work period.

B. Investigators shall be compensated for all authorized hours of overtime work. All overtime compensation, whether in cash or compensatory time off, shall be computed at a rate of one and one-half (1 1/2) hours of compensatory time off/cash overtime compensation for each hour of authorized overtime worked. Effective 12/1/2002, each Investigator may elect to receive pay for up to one hundred thirty (130) hours of overtime worked (for a total payout of 195 hours) for the current fiscal year.

C. For the purpose of calculating compensatory time off and/or cash overtime compensation, all paid time with the exception of sick time shall be counted during a seven (7) day period.

D. Each Investigator may accrue a maximum of four hundred eighty (480) hours of compensatory time off. The Employer shall pay cash overtime compensation for authorized overtime which causes an Investigator's balance of compensatory time off to exceed 480 hours. An Investigator may take compensatory time off in increments of one (1) hour on seventy two (72) hours notice to the Employer, provided that such compensatory time off would not interfere with the Employer's operations (unless the Investigator's immediate supervisor approves a shorter notice period). Where an Investigator's accrued balance of compensatory time off exceeds three hundred eighty (380) hours, the Employer may notify the Investigator that he/she must utilize up to one hundred (100) hours of compensatory time off within the next one hundred eighty (180) days to bring the Investigator back down to 380 hours, but not below 380 hours. See letter attached as Appendix F. Effective 2007 and thereafter, the Employer will issue the Appendix F letter between April 1st and May 1st. This notification is effective when the Investigator actually receives it. If the Investigator fails to utilize this compensatory time off within the one hundred eighty (180) days allotted, the Employer may schedule the Investigator for up to one hundred (100) hours of compensatory time off thereafter at the Employer's discretion. The Employer may only require an Investigator to utilize compensatory time as set forth above one (1) time in any calendar year.

Section 24.5: Pyramiding

Compensation shall not be paid or compensatory time off taken more than once for the same hours under any provision of this Article or Agreement.

Section 24.6: Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any Investigator's regularly scheduled working hours. Investigators reporting back to work under the definitions of "call back" shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater in accordance with the overtime compensation provision of this Agreement.

Section 24.7: Court Time

Investigators required to attend court on their off duty time shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater in accordance with the overtime compensation provision of this Agreement.

Section 24.8: FTO Pay

Two hours overtime per day will be given to an Investigator acting in the capacity of field training officer. The hours designated to be paid under this section will not be counted towards the overtime cap designated in section 24.4 under this Agreement. For the purpose of this section all field training officers must be state certified.

ARTICLE XXV SICK TIME

Section 25.1: Sick Leave

A. Investigators shall receive paid sick time at the rate of .46153 day per pay period for each month of service with the Employer (equivalent to 12 paid sick time days per year). Investigators must be in a pay status for a minimum of five (5) days in a pay period to accrue sick time in that period.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days. Severance of employment terminated all rights for the compensation thereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an Investigator is using that already accumulated.

Section 25.2: Use Of Sick Time

A. Sick leave is granted by the Employer because an Investigator is unable to perform his assigned duties, or because the Investigator's presence at work would jeopardize the health of his co-workers.

B. Sick leave may be used for illness, disability incidental to pregnancy or non-job related injury to the Investigator; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family or household of the Investigator as defined in Section 28.1. Sick leave may be used as maternity or paternity leave by Investigators.

C. After five (5) or more consecutive days of sick leave a certification from a licensed physician indicating the Investigator's health condition and the circumstances under which he can return to work is required. For less than five (5) days of sick leave, where the Employer has reasonable cause to suspect abuse, a medical certification from a licensed physician may also be required. In connection with its review, the Employer may require an Investigator to undergo appropriate further medical examinations related to the illness at no cost to the Investigator. Such physical examinations may include an exam by the Employer's physician to determine fitness for duty at the Employer's expense.

D. Sick leave shall not be used as additional vacation leave. The Employer will deal with extraordinary circumstances in a reasonable manner. An investigator may not combine sick leave with vacation leave and cannot combine a half day of sick leave with a half personal day or half vacation day to equal a full day off. Sick leave may be taken only in half day or full day increments.

E. If the health of an Investigator warrants prolonged absence from duty and the Investigator does not have sufficient sick leave accrued, the Chief Investigator will permit the Investigator to combine vacation leave, personal days and sick leave.

F. In order to become eligible for sick leave, an Investigator must promptly notify his immediate supervisor or senior supervisor prior to the start of the Investigator's scheduled shift. Records of sick leave credit and use shall be maintained by the Employer's Personnel Unit. Accrued sick leave balances will be made available to investigators.

ARTICLE XXVI HOLIDAYS

Section 26.1: Holidays

The following holidays shall be recognized and observed as paid holidays for the purposes of this Section:

- | | |
|--------------------------------|---------------------|
| A. New Years Day | G. Independence Day |
| B. Martin Luther King Birthday | H. Labor Day |
| C. Lincoln's Birthday | I. Columbus Day |
| D. President's Day | J. Veteran's Day |
| E. Casimir Pulaski Day | K. Thanksgiving Day |
| F. Memorial Day | L. Christmas Day |

* Other Holidays as may be designated by the Cook County Board of Commissioners.

In addition to the holidays listed, an Investigator shall be credited with one (1) floating holiday on December 1 of each year which must be used by the Investigator between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the Investigator. The floating holiday will be scheduled in accordance with the procedure for personal days selection. (i.e.: the floating holiday shall be scheduled in advance to be consistent with operating necessities and the convenience of the Investigator, subject to the Investigator's Supervisor's approval.) Use of the floating holiday is restricted to a full day increment.

Section 26.2: Holiday Compensation

Investigators shall normally receive the designated holiday off with pay. If an Investigator is scheduled to work on a designated holiday, the Investigator shall receive overtime compensation for all hours worked on the holiday at the rate of time and one half (1 1/2) the Investigator's regular hourly rate of pay. The Investigator may elect to take compensatory time off or cash compensation at his or her choosing. If the Investigator elects to take cash compensation for working a holiday, such cash compensation shall not be counted towards the annual cash compensation cap as provided in Section 25.4 of this Agreement. If a designated holiday falls on an Investigator's regular scheduled day off, the Investigator will receive eight (8) hours compensatory time or eight (8) hours pay, at his choosing.

Section 26.3: Personal Days

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

Investigators entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters.

Personal days shall not be used as additional vacation leave. If the health of an Investigator warrants prolonged absence from duty, the Investigator will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Investigator's supervisor.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the Investigator, subject to the Investigator's supervisor's approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

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

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

Section 26.4: Election Day

If an Investigator who is a registered voter is scheduled to work on an election day and his/her schedule does not permit sufficient time before or after working hours for the Investigator to vote, the Investigator will be allowed two (2) hours off with pay during

the work day for the purpose of voting. The Investigator is required to notify his/her supervisor at least one day in advance.

ARTICLE XXVII LEAVES OF ABSENCE

Section 27.1: Bereavement Leave

Excused leave with pay will be granted up to three (3) days to an Investigator for the funeral of a member of the Investigator's immediate family or household. For purposes of this Section, immediate family includes mother, father, husband/wife, child (including stepchildren and foster children), brothers/sisters, grandchildren, grandparents, mother-in-law, father-in-law or such persons who have reared the Investigator.

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

Section 27.2: Disability Benefits

Investigators incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Investigators 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 Investigators who are participants in the Cook County Employees' & Officers' Annuity and Benefit Fund. Duty disability benefits are paid to the Investigator by the Retirement Board when the Investigator is disabled while performing work duties. Benefits and benefit levels shall be provided in accordance with the Cook County Employees' & Officers' Annuity and Benefit Fund. Benefits amount to seventy-five percent (75%) of the Investigator'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 Investigator 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, plus an amount equal to the sum deducted for 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 Investigator and the Employer otherwise agree. The Investigator will not be required to use sick time and/or vacation time for any day of duty disability.

Section 27.3 Subpoenaed Appearance

Any Investigator who is required to appear for or serve on a jury, or appear in response to a duty related subpoena, shall receive his/her regular pay and benefits while so serving but must remit to the Employer any compensation received for such services.

Section 27.4 Temporary Light Duty

Investigators who are physically unable to perform their normal job duties due to illness or injury (whether or not duty related) may be placed on temporary light-duty assignments if the Investigator receives a medical release from his/her physician to perform such assignment, but under no circumstances shall the Employer be required to create light duty work.

Section 27.5: Military Leave

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

Any Investigator granted a leave of absence without pay to enter service in the military forces of the United States, either voluntarily or by reason of conscription, shall upon return to County service, be restored to the position held prior to going on leave with the same anniversary and seniority dates, status and pay as if the Investigator had been employed continuously by Cook County.

The veteran must file written request for reinstatement to a former position or re-employment within 60 days after termination of military or naval service. The veteran must present at such time a copy of his/her military orders.

Section 27.6: Maternity/Paternity Leave

An Investigator is entitled to a leave of absence without pay for up to six (6) months to cover periods of pregnancy or post-partum child care.

An Investigator may substitute accrued paid leave, such as personal days, sick days, vacation or compensatory time for all or any part of unpaid leave under this Section. The remaining portion of the requested leave will then be unpaid. Accrued time does not need to be exhausted prior to utilizing an unpaid maternity/paternity leave.

An Investigator requesting a maternity leave shall submit a request for leave form to her immediate supervisor no later than three (3) months prior to her expected date of delivery. An Investigator requesting a paternity leave shall submit a request for leave form to his immediate supervisor no later than three (3) months prior to the expected date of delivery.

An Investigator who completes a period of leave under this Section will be returned to the same job classification and grade that the Investigator held prior to such leave.

Leave under this Section will not result in the loss of any accrued employment benefits, but such benefits will not accrue during the unpaid leave. While on leave under this Section, an Investigator is entitled to receive continued health care benefits but other benefits will not be continued during the unpaid leave period.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

Section 27.7: Family and Medical Leave

In order to be eligible for Family and Medical Leave, an investigator must have been employed by the State's Attorney's Office for at least twelve (12) months and must have worked at least twelve hundred and fifty (1250) hours during the twelve (12) month period before the leave is requested.

An eligible Investigator may take up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons: (a) the birth of a child or in order to care for such child; (b) the placement of a child with the Investigator for adoption or foster care; (c) in order to care for a spouse, domestic partner, son, daughter, or parent with a serious health condition; or, (d) a serious health condition that makes the Investigator unable to perform the functions of his or her position.

An Investigator may substitute accrued paid leave, such as personal days, sick days, vacation, and compensatory time, for all or any part of the twelve (12) week unpaid family and medical leave. Any remaining portion of this requested leave would then be unpaid. Accrued time does not need to be exhausted prior to utilizing Family and Medical Leave.

A doctor's certification must be provided when an Investigator requests a leave for his or her own serious health condition or that of a spouse, domestic partner, son, daughter, or parent. The Employer may require, at its expense, a second opinion by a health care provider designated or approved by the Employer, and in the event of conflicting opinions, the Employer may require, also at its expense, a third and final binding opinion by a health care provider designated or approved jointly by the Employer and the Investigator.

Leave under this Section will not result in the loss of any accrued employment benefits, but such benefits will not accrue during the unpaid leave. While on leave under this Section, an Investigator is entitled to receive continued health care benefits but other benefits will not be continued during the unpaid leave period.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

If an Investigator fails to return from a leave of absence on a timely basis for a reason other than the Investigator's serious health condition, or circumstances beyond his or her control, the County may recover from the Investigator the premiums paid for maintaining the Investigator's health care benefits during the unpaid leave period.

An Investigator who completes a period of leave under this Section will be returned to the same job classification (meaning same pay step and pay grade or higher, if applicable) that the Investigator held prior to such leave.

When spouses are both employed by the County, leave for the birth or adoption of a child or to care for a sick parent is limited to an aggregate of twelve (12) weeks in a twelve (12) month period.

Leave may be taken for the birth, adoption or placement for foster care of a child only within twelve (12) months of that event, and may be taken intermittently or on a reduced leave schedule if agreed to by the Employer. Leave for a serious health condition or to care for a family member or domestic partner who has a serious health condition may be taken intermittently or on a reduced leave schedule, if medically necessary and medical certification is provided by the health care provider. A reduced leave schedule means a reduction in an Investigator's usual hours per work day or work week. If an Investigator requests intermittent leave or a reduced leave schedule the Employer may require that the Investigator temporarily transfer to an alternate position with equivalent pay and benefits.

The term "parent" means the biological or adoptive parent of an Investigator or an individual who acted as the Investigator's parent. The terminology "child" means a biological adopted, or foster child, a stepchild, a legal ward, or a child with respect to whom the Investigator acted as parent, under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability. The term "spouse" means an Investigator's husband or wife, as the case may be. The term "domestic partner" means a person who resides with the Investigator and shares financial responsibilities.

In general an Investigator is required to give thirty (30) days' notice before the date a leave is to begin, but if the leave must begin in less than (30) days the Investigator must provide such notice as is practicable. All requests for a leave of absence under this family and medical leave policy must specifically designate the reason for the leave and be approved by the Investigator's immediate supervisor. Any leave extending or expected to extend beyond thirty (30) days must be approved by the First Assistant State's Attorney.

Section 27.8: Personal Leave

Any Investigator desiring to take an unpaid personal leave of absence must send a written request through his or her immediate supervisor to the First Assistant State's Attorney. In deciding whether a personal leave should be granted and, if so, the length of the leave, the following factors will be considered: the reason for the request, the Investigator's length of service, the Investigator's work history, the Investigator's absenteeism record, and the operational needs of the Employer. The maximum amount of leave allowed under this policy shall be one month for each year of service with the County or one (1) year, whichever is less. Accrued vacation and compensatory time must be exhausted prior to utilizing a personal leave of absence.

During the time an Investigator is on an unpaid leave of absence in accordance with this Section, all benefits are discontinued. If an Investigator wishes to continue his or her health care benefits while on a personal leave of absence, he or she must pay for the coverage during said leave of absence.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

Once an Investigator has commenced a personal leave of absence, the Investigator has the responsibility to keep the Personnel Office advised of his or her leave situation and to contact his or her supervisor at least two (2) weeks prior to the expiration of the leave in the case of a leave in excess of four (4) weeks, or at least three (3) working days prior to the expiration of the leave in the case of a leave of less than four (4) weeks, to discuss his or her return to the Employer. If an Investigator on a personal leave of absence desires voluntary termination, the Personnel Office should be so informed as soon as possible.

The Employer will make a reasonable effort, consistent with operational needs, to reinstate an Investigator to the same job assignment he or she previously occupied, or to a similar job assignment, provided the Investigator is qualified for such position, following that Investigator's completion of a personal leave of absence. However, the Employer cannot guarantee that the same job assignment will be available at the time an Investigator desires to return to the Office or even thereafter. Upon return from personal leave of absence, the Investigator shall be returned to the same pay grade as when the Investigator's personal leave began.

Section 27.9: School Visitation Leave

An Investigator will be granted up to eight (8) hours of unpaid leave during any school year to attend school conferences or classroom activities for his or her child which cannot be scheduled during non-working hours. No more than four (4) hours of leave may be taken on any given day. To be eligible for leave, an Investigator must have worked for the State's Attorney's Office at least six (6) consecutive months prior to requesting the leave. Accrued vacation and any other leave available with the exception of sick or disability leave must be exhausted prior to utilizing this type of leave.

Child means a biological, adopted or foster child, a stepchild or a legal ward of an Investigator who is enrolled in a preschool, primary or secondary public school or private school in Illinois or a state which shares a common boundary with Illinois.

Scheduling of such leave must be approved in advance by an Investigator's immediate supervisor and should not be unduly disruptive of normal operations.

Section 27.10: Veteran's Convention Leave

Any Investigator who is a delegate or an alternate delegate to a national or state convention of a recognized veterans' organization may request a leave of absence to attend such a convention. In order for such leave to be a paid leave of absence, the Investigator must be a delegate or alternate delegate to the convention as established in the bylaws of the organization and must be registered with the credentials committee at the convention headquarters, and his/her name must appear on the official delegate-alternate rolls filed at state headquarters of the organization at the close of the convention.

Furthermore, upon return from the convention, the Investigator must produce a registration card indicating attendance, signed by a proper official of the convention. Only one veterans' convention leave with pay will be allowed any Investigator during any fiscal year.

Section 27.11: Training

The State's Attorney's Office recognizes the need for training and development of investigators to develop their skills and potential. The State's Attorney's Office shall endeavor to provide investigators with opportunities to attend educational classes and seminars while on duty time.

Requests to attend such educational classes or seminars should be submitted in writing to the investigator's immediate supervisor. The request should specify the nature of the event with copies of any available agendas or pamphlets attached. The request should also specify whether the investigator is requesting reimbursement for travel, lodging, registration, or other costs related to attending the event.

Section 27.12: Tuition Reimbursement

Cook County's tuition reimbursement policy shall be provided to all investigators, and is incorporated herein by reference.

ARTICLE XXVIII INSURANCE

Section 28.1: Health Insurance

(a) The Employer agrees to maintain the benefit levels of the group health benefits in accordance with Appendix C. The Employer and the Council may mutually agree to changes in the plan so long as the benefit levels remain substantially the same or improve. The Employer agrees to provide such health insurance to all investigators covered by this Agreement and their dependents. Until the effective dates of the changes described below, investigators who have elected to enroll in the Employer's PPO health benefits plan shall contribute, by payroll deduction, an amount equal to one and one-half percent (1-1/2%) of their annual base salary as a contribution toward premiums. Until the effective dates of the changes described below, investigators who have elected to enroll in the HMO shall be required to make a contribution in an amount equal to one-half percent (.5%) of their base salary towards premium costs with a maximum contribution amount not to exceed \$ 8.00 per pay period.

(b) Effective December 1, 2004 through November 30, 2007, the PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).

(d) Effective December 1, 2004 through November 30, 2007, the HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescriptions for up to a 90-day supply.

(e) Effective December 1, 2007, Prescription drug co-pays for the HMO and PPO plans will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double the amounts listed above.

(f) Effective December 1, 2007, the Health Insurance Plan Designs are revised as follows:

HMO

Office Visit Co-Pay	\$10
ER Co-Pay	\$40 (waived if patient is admitted as inpatient)
In-Patient Hospital Stay	\$100
Out-Patient Hospital Procedures	\$100

PPO

Individual Deductible	\$125/\$250
Family Deductible	\$250/\$500
Individual Out-of-Pocket Maximum	\$1,500/\$3,000
Family Out-of-Pocket Maximum	\$3,000/\$6,000
ER Co-Pay	\$40
Office Visit Co-Pay	\$25/Deductible and Co-Insurance

(g) Effective June 1, 2008, employees will pay the following percentages of their base pay for their Hospitalization Insurance.

HMO

Employee coverage	.5%
Employee and children coverage	.75%
Employee and spouse coverage	1%
Family coverage	1.25%

PPO

Employee coverage	1.5%
Employee and children coverage	1.75%
Employee and spouse coverage	2%
Family coverage	2.25%

Section 28.2: Life, Vision and Dental Insurance

All Investigators shall be provided with life insurance in an amount equal to the Investigator's annual salary (rounded to the next \$1,000), at no cost to the Investigator, with the option to purchase additional insurance up to a maximum of the Investigator's annual salary.

All Investigators shall be eligible to participate, at no cost to them, in the dental and vision plan in accordance with Appendix C.

Section 28.3: Flexible Benefits Plan

All Investigators shall be eligible to participate, at no cost to them, in the flexible benefits plan established by the Employer. Such plan shall include segregated IRS accounts for childcare and medical expenses.

Section 28.4: Insurance Opt-Out

Effective on 12/1/99, the Employer agrees to pay \$800.00 in one lump sum at the beginning of each fiscal year, to eligible Investigators who opt — out of the Employer's

health benefit program. Prior to opting - out of such program, the Investigator must demonstrate to the Employer's satisfaction that he has alternative healthcare coverage. Any Investigator electing to opt - out of the Employer's health benefit program may request that in lieu of a payment to the Investigator, this amount be credited to a flexible spending account. Eligible Investigators who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

ARTICLE XXIX PAYROLL, WAGES AND EXPENSES

Section 29.1: Payroll Period

Investigators will be compensated on a biweekly basis, and shall be paid on every other Friday.

Section 29.2: Voluntary Deductions From Pay

Upon written authorization from an Investigator, the following voluntary deductions will be made:

- Credit Union
- Deferred Compensation
- Optional Pension Plan
- Optional Life Insurance
- U.S. Savings Bond
- United Way Charities

Section 29.3: Expense Reimbursements

The Employer will reimburse Investigators for reasonable and necessary work related expenses incurred on behalf of the State's Attorney's Office. Such expenses shall include work-related tolls and parking expenses. The Investigator must submit a properly completed expense voucher with receipts to his or her immediate supervisor for approval. Requests for reimbursement should be submitted within two (2) weeks of the expense sought to be reimbursed. Reimbursements shall be made promptly.

The Employer will also reimburse an Investigator for the use of his or her personal automobile which is used for duty related business at the "per mile" rate established by the Cook County Travel Reimbursement Policy.

Section 29.4: Annual Wages

Effective the first full pay period after 12/1/2004 — 1% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 12/1/2005 — 1% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 6/1/2006 — 2% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 12/1/2006 — 1.5% general across the board wage increase on all paid hours.

Effective the first full pay period after 12/1/2007 — 2% general across the board wage increase on all paid hours.

Effective the first full pay period after 6/1/2008 — 2.75% general across the board wage increase on all paid hours.

In addition, the Employer will pay a non-compounded \$500.00 cash bonus for all investigators in pay status on the date the Cook County Board approves the Agreement per past practice.

In all cases, wages shall be as set forth in Appendix A of this Agreement.

Section 29.5: Equipment Allowance

Effective on December 1, 2003 the employer agrees to pay \$150.00 at the beginning of each fiscal year to investigators covered by the bargaining contract. The equipment allowance is to be paid in one lump sum after the first pay period on or after December 1.

ARTICLE XXX VACATION LEAVE

Investigators earn vacation time based upon years of continuous service to Cook County. The date upon which an Investigator began employment with the State's Attorney's Office or Cook County, whichever is earlier, is an Investigator's anniversary date for purposes of vacation accrual.

For purposes of computing the number of years of service, for vacation entitlement, credit will be given to Investigators who have rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education for the period of that prior service. Credit for such prior service will be established by filing a certificate of such prior service from such former place(s) of employment in the Office of the Comptroller of Cook County.

If an Investigator resigns or is terminated and is not rehired within one (1) year, the Investigator's continuous service is deemed terminated. If the Investigator is subsequently re-employed by the Employer, he or she will have lost all of his or her prior service for the purpose of determining vacation entitlement.

If an Investigator terminates employment, but is rehired within one (1) year of the termination date, he or she will retain his or her original hire date solely for the purpose of determining vacation entitlement.

In computing years of continuous service to determine vacation entitlement, Investigators will be credited for any period of Duty-Related Disability.

Any Investigator who is re - employed after a non-paid military leave pursuant to the Military Leave provisions of this Agreement will be credited with continuous service

for the purpose of determining vacation entitlement as if his or her employment had continued without interruption.

Vacation time is accrued in accordance with the bi-weekly payroll system. Investigators must be in a pay status for a minimum of five (5) days in each pay period to accrue vacation time in that period.

Vacation will accrue to all Investigators as follows:

Years of Service	Days of Vacation	Maximum
1st through 6th year	10	20
7th through 14th year	15	30
15 years and thereafter	20	40

Investigators will not be allowed to carry over to their next anniversary year more than the maximum number of vacation days designated in the above chart.

An Investigator wishing to use vacation time must submit a written leave request and receive approval from his or her supervisor prior to taking such vacation. In making such a request, an Investigator should give his or her supervisor reasonable notice. Vacation time must be taken in either half day or full 1-day increments.

Holidays observed by the Employer will not be counted as part of an Investigator's vacation.

ARTICLE XXXI JOB BIDDING

Section 31.1: Job Bidding

Prior to filling a new position or vacancy in a unit, except in the 26th and California Trial Support Section Units A, B, C, D, and E, the Employer will post the new position or vacancy on the bulletin boards provided for in Article 17. Investigators shall be permitted a period of not less than ten (10) working days to submit their names in writing for consideration. Reasonable consideration shall be given to seniority along with job-related training, job-related experience (relevant to the position being bid), documented competency and documented performance.

Section 31.2: Temporary Transfers

1. The employer will meet and confer with the Union prior to making any temporary assignments in extraordinary circumstances.
2. The utilization of probationary employees (as defined in section 1.3) under this section will be subjected to a meet and confer with the employer and the Union. Both parties must mutually agree to the proposed transfer.
3. Return the transferred investigator back to their original position after 90 days.

4. Any Investigator transferred will be transferred only once per rolling calendar year.
5. No consecutive assignments in a temporary position.
6. Transfer grievances will begin at Step 3.

Article XXXII SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXXIII DURATION

Section 33.1: Term of Agreement

This Agreement shall be effective from December 1, 2004 and shall remain in full force and effect until November 30, 2008. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Chief Investigator in the case of the Employer and to the Executive Director in the case of the Council, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

EMPLOYER:

Cook County State's Attorney's Office
2650 S. California Avenue Room 14D40
Chicago, Illinois 60608
Attn: Chief Investigator

COUNCIL:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704
Attn: Executive Director

Section 33.2: Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

In witness hereof, the parties hereto have affixed their signatures this Sixteenth day of November, 2006 .

For the Employer:

Richard R. Plummer

For the Council:

Thomas B. ...

Edward J. Tamey

Thomas Finnelly

Margaret M. ...

Robert E. Harris
IL FCPK

... 11/16/2006

APPENDIX A
Wage Schedule

Effective December 1, 2006

SCHEDULE XXVII

BUREAU OF HUMAN RESOURCES

INVESTIGATORS (STATE'S ATTORNEY)

1.03

GRADE	1ST		2ND		3RD		4TH		5TH		6TH		AFTER 2		AFTER 1		AFTER 1		AFTER 1					
	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	STEP	YEARS AT	LONGEVITY	YR AT 2ND	LONGEVITY	YR AT 3RD	LONGEVITY	YR AT 4TH	LONGEVITY			
SA1	Hourly	22,653	23,726	24,909	26,148	27,345	28,701	30,059	30,956	30,864	31,892	32,764	33,764	34,405	35,102	35,446	36,510	36,875	37,940	38,335	39,405	40,510	41,660	
	Bi-Weekly	1,808.24	1,992.08	1,992.72	2,091.84	2,187.82	2,296.08	2,404.72	2,452.48	2,477.12	2,551.96	2,637.64	2,708.24	2,787.60	2,808.24	2,855.88	2,920.80	2,950.00	3,020.80	3,051.96	3,120.80	3,190.00	3,260.00	
	Annual	47,014	49,350	51,810	54,387	56,865	59,496	62,522	63,764	64,405	66,335	68,102	71,014	72,912	73,014	74,375	76,240	77,400	79,240	80,405	82,100	83,800	85,520	
SA2	Hourly	25,148	27,349	28,701	30,058	31,501	32,984	34,595	35,102	35,446	36,510	37,600	38,727	39,880	40,980	42,120	43,280	44,460	45,660	46,880	48,120	49,380	50,660	51,960
	Bi-Weekly	2,091.84	2,187.92	2,296.08	2,404.72	2,520.88	2,636.72	2,767.60	2,808.24	2,855.88	2,920.80	3,008.24	3,098.24	3,187.60	3,277.60	3,368.88	3,460.80	3,554.40	3,648.80	3,744.00	3,840.00	3,936.00	4,032.00	4,128.00
	Annual	54,387	56,865	59,593	62,522	65,522	68,696	71,957	73,014	74,375	76,240	78,102	80,014	81,912	83,824	85,740	87,660	89,580	91,500	93,420	95,340	97,260	99,180	101,100

Effective December 1, 2007

SCHEDULE XXVII

BUREAU OF HUMAN RESOURCES

INVESTIGATORS (STATE'S ATTORNEY)

GRADE	Hourly	23,691	24,505	26,043	27,338	28,694	30,007	31,426	AFTER 1			AFTER 2			AFTER 3				
									1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	7TH STEP	8TH STEP	9TH STEP	YRS. SERV	LONGEVITY
	Annual	49,152	51,594	54,169	56,863	59,475	62,414	65,386	68,386	71,386	74,386	77,386	80,386	83,386	86,386	89,386	92,386	95,386	
SA1	Hourly	23,691	24,505	26,043	27,338	28,694	30,007	31,426	32,873	34,353	35,864	37,358	38,835	40,295	41,738	43,164	44,572	45,962	47,334
	Bi-Weekly	1,880.48	1,964.40	2,083.44	2,187.04	2,287.52	2,400.56	2,514.08	2,628.24	2,742.96	2,858.24	2,974.04	3,090.36	3,207.12	3,324.36	3,442.08	3,560.32	3,679.04	3,798.24
	Annual	49,152	51,594	54,169	56,863	59,475	62,414	65,386	68,386	71,386	74,386	77,386	80,386	83,386	86,386	89,386	92,386	95,386	98,386
SA2	Hourly	27,338	28,584	30,007	31,426	32,935	34,455	35,969	37,468	38,952	40,421	41,875	43,314	44,738	46,147	47,541	48,920	50,284	51,633
	Bi-Weekly	2,187.04	2,287.62	2,400.56	2,514.08	2,634.80	2,755.60	2,876.48	2,997.44	3,118.48	3,239.52	3,360.64	3,481.84	3,603.12	3,724.48	3,845.92	3,967.44	4,089.04	4,210.72
	Annual	56,863	59,475	62,414	65,356	68,504	71,728	75,231	78,816	82,384	85,937	89,474	93,096	96,704	100,297	103,876	107,440	111,000	114,554

APPENDIX B
Personnel Complaint Form

Cook County State's Attorney's Office
Investigations Bureau



APPENDIX B

PERSONNEL COMPLAINT FORM

P.C. #: _____ Date of this Report: _____

Name(s) of Investigator(s)
Against Whom Complaint is Made: _____

Section/Unit of Assignment: _____

Name of Complainant
and Identifiers: _____

Nature of Complaint/Allegation: _____

Date/Time of Incident: _____

Location: _____

Summary of Occurrence: _____

APPLIES ONLY TO CITIZEN COMPLAINT

I understand, and it is my desire, that this complaint be investigated thoroughly. I further understand that if the investigation proves that these allegations are false, I may be prosecuted for willfully making a false report under Illinois law 720 ILCS 5-26-1(a)(4).

Signature of Complainant

Date

Supervisor Taking Complaint

Date

APPENDIX C
Cook County Health Plan Design

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	In Network / Out of Network 90% after \$20 co-pay / 60% *	In Network / Out of Network 90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
Outpatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *	90% / 60% *
Outpatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other Outpatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by Plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 50% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL, cont'd)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*
Emergency Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)				
BENEFIT OVERVIEW	HMO	PPO		
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 deductible per admission	90% / 60% *	90% / 60% * after \$100 deductible per admission
	100%	100%	90% / 60% *	90% / 60% *
	100%	100%	90% / 60% *	90% / 60% *
	100%	100%	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services				
X-Ray / Diagnostic Services				
Facility Charges				

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse	Unlimited	Unlimited	Individual Annual Maximum: \$5,000 Outpatient max.	
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits			\$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetimes; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07 Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0

* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	None



OFFICE OF THE STATE'S ATTORNEY
COOK COUNTY, ILLINOIS

ANITA ALVAREZ
STATE'S ATTORNEY

LILIANNA M. KALIN
ASSISTANT STATE'S ATTORNEY
TORTS & CIVIL RIGHTS LITIGATION

WRITER'S E-MAIL ADDRESS:
LILIANNA.KALIN@COOKCOUNTYIL.GOV

500 RICHARD J. DALEY CENTER
CHICAGO, ILLINOIS 60602
(312) 603-5440

WRITER'S DIRECT LINE:
(312) 603-2721

WRITER'S DIRECT FAX:
(312) 603-3000

May 13, 2011

VIA FACSIMILE

Legal Services
Stateville Correctional Center
16830 So. Broadway St.
P.O. Box 112
Joliet, IL 60434

Re: **Senecca Smith a/k/a Roger Williams v. Godinez, et al.**
Case No. 10 C 6900
Inmate ID# K 76299

To Whom It May Concern:

The above-captioned matter is currently set for a status conference before Magistrate Judge Valdez. Inmate Smith represents himself *pro se* in this matter and I represent the defendants. Pursuant to the court's order the parties need to file a joint status report. Please arrange for Inmate Smith to contact me via collect call on *Monday, May 16, 2011 between 10a.m.-12p.m* at 312-603-2721. The inmates information is as follows, **Senecca Smith, K76299**.

Sincerely,

Lilianna M. Kalin
Assistant State's Attorney
500 Richard J. Daley Center
Chicago, Illinois 60602
312-603-2721

LMK

Collective Bargaining Agreement
by and between

Illinois Fraternal Order of Police Labor Council

And

Cook County State's Attorney's Office

12/1/2001 – 11/30/2004

COOK COUNTY BOARD OF COMMISSIONERS

ORIGINAL