COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AFSCME LOCAL UNION NUMBER 3486

REPRESENTING ADULT PROBATION OFFICERS

AND

THE CHIEF JUDGE OF THE CIRCUIT COURT OF COOK COUNTY

Effective :

December 1, 2004 through November 30, 2008
(with Table of Contents)

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SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

Effective June 1, 2008

	Entry Rate	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1										
Hourly	20.968	21.859	22.788	23.756	24.766	25.819	26.916	28.141	29.421	30.083
Bi-Weekly	1,677.44	1,748.72	1,823.04	1,900.48	1,981.28	2,065.52	2,153.28	2,251.28	2,353.68	2,406.64
Annual	43,613	45,466	47,399	49,412	51,513	53,703	55,985	58,533	61,195	62,572
PS2										
Hourly	22.510	23.467	24.464	25.504	26.588	27.718	28.896	30.211	31.586	32.297
Bi-Weekly	1,800.80	1,877.36	1,957.12	2,040.32	2,127.04	2,217.44	2,311.68	2,416.88	2,526.88	2,583.76
Annual	46,820	48,811	50,885	53,048	55,303	57,653	60,103	62,838	65,698	67,177
PSB										
Hourly	23.067	24.047	25.069	26.134	27.245	28.403	29.610	30.957	32.366	33.768
Bi-Weekly	1,845.36	1,923.76	2,005.52	2,090.72	2,179.60	2,272.24	2,368.80	2,476.56	2,589.28	2,700.64
Annual	47,979	50,017	52,143	54,358	56,669	59,078	61,588	64,390	67,321	70,216
PSC										
Hourly	24.677	25.726	26.819	27.959	29.147	30.386	31.677	33.118	34.625	36.114
Bi-Weekly	1,974.16	2,058.08	2,145.52	2,236.72	2,331.76	2,430.88	2,534.16	2,649.44	2,770.00	2,889.12
Annual	51,328	53,510	55,783	58,154	60,625	63,202	65,888	68,885	72,020	75,117
PS3										
Hourly	25.890	26.990	28.137	29.333	30.580	31.335	33.234	34.746	36.327	37.889
Bi-Weekly	2,071.20	2,159.20	2,250.96	2,346.64	2,446.40	2,506.80	2,658.72	2,779.68	2,906.16	3,031.12
Annual	53,851	56,139	58,524	61,012	63,606	65,176	69,126	72,271	75,560	78,809

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Effective December 1, 2007

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	20.407	21.339	22.400	23.521	24.699	25.866	26.901	27.706	28.821
Bi-Weekly	1,632.56	1,707.12	1,792.00	1,881.68	1,975.92	2,069.28	2,152.08	2,216.48	2,305.68
Annual	42,446	44,385	46,592	48,923	51,373	53,801	55,954	57,628	59,947
PS2									
Hourly	21.908	22.955	24.038	25.197	26.403	27.631	28.743	29.597	30.791
Bi-Weekly	1,752.64	1,836.40	1,923.04	2,015.76	2,112.24	2,210.48	2,299.44	2,367.76	2,463.28
Annual	45,568	47,746	49,999	52,409	54,918	57,472	59,785	61,561	64,045
PSB									
Hourly	22.450	23.527	24.639	25.824	27.059	28.410	29.743	30.623	31.860
Bi-Weekly	1,796.00	1,882.16	1,971.12	2,065.92	2,164.72	2,272.80	2,379.44	2,449.84	2,548.80
Annual	46,696	48,936	51,249	53,713	56,282	59,092	61,865	63,695	66,268
PSC									
Hourly	24.017	25.163	26.356	27.624	28.946	30.291	31.712	32.652	33.971
Bi-Weekly	1,921.36	2,013.04	2,108.48	2,209.92	2,315.68	2,423.28	2,536.96	2,612.16	2,717.68
Annual	49,955	52,339	54,820	57,457	60,207	63,005	65,960	67,916	70,659
PS3									
Hourly	25.197	26.403	27.631	29.007	30.333	31.841	33.437	34.204	35.579
Bi-Weekly	2,015.76	2,112.24	2,210.48	2,320.56	2,426.64	2,547.28	2,674.96	2,736.32	2,846.32
Annual	52,400	54,918	57,472	60,334	63,092	66,229	69,548	71,144	74,004

Effective June 1, 2007

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	20.007	20.921	21.961	23.060	24.215	25.359	26.374	27.163	28.256
Bi-Weekly	1,600.56	1,673.68	1,756.88	1,844.80	1,937.20	2,028.72	2,109.92	2,173.04	2,260.48
Annual	41,614	43,515	45,678	47,964	50,367	52,746	54,857	56,499	58,772
PS2									
Hourly	21.478	22.505	23.567	24.703	25.885	27.089	28.179	29.017	30.187
Bi-Weekly	1,718.24	1,800.40	1,885.36	1,976.24	2,070.80	2,167.12	2,254.32	2,321.36	2,414.96
Annual	44,674	46,810	49,019	51,382	53,840	56,345	58,612	60,355	62,788
PSB									
Hourly	22.010	23.066	24.155	25.318	26.528	27.853	29.160	30.023	31.235
Bi-Weekly	1,760.80	1,845.28	1,932.48	2,025.44	2,122.24	2,228.24	2,332.80	2,401.84	2,498.80
Annual	45,780	47,977	50,244	52,661	55,178	57,934	60,652	62,447	64,988
PSC									
Hourly	23.546	24.670	25.839	27.082	28.378	29.697	31.090	32.012	33.305
Bi-Weekly	1,883.68	1,973.60	2,067.12	2,166.56	2,270.24	2,375.76	2,487.20	2,560.96	2,664.40
Annual	48,975	51,313	53,745	56,330	59,026	61,769	64,667	66,584	69,274
PS3									
Hourly	24.703	25.885	27.089	28.438	29.738	31.217	32.781	33.533	34.881
Bi-Weekly	1,976.24	2,070.80	2,167.12	2,275.04	2,379.04	2,497.36	2,622.48	2,682.64	2,790.48
Annual	51,382	53,840	56,345	59,151	61,855	64,934	68,184	69,748	72,552

PREAMBLE

This collective bargaining agreement is entered into between the Chief Judge of the Circuit Court of Cook County as the Employer of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME) Council 31, AFL-CIO for and on behalf of Local 3486, (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

Section 1. Representative Unit:

The Employer recognized the Union as the sole and exclusive representative for all employees of the Employer in the job classification set forth in Appendix A of this Agreement for the purpose of collective bargaining and establishing and administering a labor contract covering wages, hours of labor and other terms and conditions of employment, and excluding all confidential employees, supervisors and managers.

Section 2. Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an Employee shall be considered to be a member of the Union if he/she timely tenders the dues required as a condition of membership. The Union as exclusive bargaining agent shall have an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 3. Dues Checkoff:

A. Deductions: The Employer agrees to deduct from the pay of those employees who individually sign a written authorization of 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) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

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

Section 4. "Fair Share":

A. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Section 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 days of the Union meeting said condition or within 30 days of their employment by the Chief Judge either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

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

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

D. Thirty days prior to any fair share deduction being made, the Union shall post a notice at all offices where non-members are employed providing the following information:

1. When fair share deductions will begin;
2. The percentage of dues which will be deducted as the fair share;
3. An explanation of how the percentage of fair share dues was calculated;
4. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated.
5. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Labor Relations Board at 160 North LaSalle Street, 4th Floor, Chicago, Illinois 60601, telephone number 312-793-6400.

E. Objections to the amount of fair share deduction shall be resolved by the Illinois State Labor Relations Board according to its rules and regulations. Should the State Labor Relations Board be unable to provide a timely hearing, objections shall be heard by a neutral arbitrator jointly selected by the objectors and the Union. The arbitrator's fees and expenses shall be paid

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

Effective December 1, 2006

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	19.519	20.411	21.425	22.498	23.624	24.740	25.731	26.500	27.567
Bi-Weekly	1,561.52	1,632.88	1,714.00	1,799.84	1,889.92	1,979.20	2,058.48	2,120.00	2,205.36
Annual	40,599	42,454	44,564	46,795	49,137	51,459	53,520	55,120	57,339
PS2									
Hourly	20.954	21.956	22.992	24.100	25.254	26.428	27.492	28.309	29.451
Bi-Weekly	1,676.32	1,756.48	1,839.36	1,928.00	2,020.32	2,114.24	2,199.36	2,264.72	2,356.08
Annual	43,584	45,668	47,823	50,128	52,528	54,970	57,183	58,882	61,258
PSB									
Hourly	21.473	22.503	23.567	24.700	25.881	27.174	28.449	29.291	30.473
Bi-Weekly	1,717.84	1,800.24	1,885.36	1,976.00	2,070.48	2,173.92	2,275.92	2,343.28	2,437.84
Annual	44,663	46,806	49,019	51,376	53,832	56,521	59,173	60,925	63,383
PSC									
Hourly	22.972	24.068	25.209	26.421	27.686	28.973	30.332	31.231	32.493
Bi-Weekly	1,837.76	1,925.44	2,016.72	2,113.68	2,214.88	2,317.84	2,426.56	2,498.48	2,599.44
Annual	47,781	50,061	52,434	54,955	57,586	60,263	63,090	64,960	67,585
PS3									
Hourly	24.100	25.254	26.428	27.744	29.013	30.456	31.981	32.715	34.030
Bi-Weekly	1,928.00	2,020.32	2,114.24	2,219.52	2,321.04	2,436.48	2,558.48	2,617.20	2,722.40
Annual	50,128	52,528	54,970	57,707	60,347	63,348	66,520	68,047	70,782

Effective June 1, 2006

SCHEDULE XII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	19.231	20.109	21.108	22.166	23.275	24.374	25.351	26.108	27.160
Bi-Weekly	1,538.48	1,608.72	1,688.64	1,773.28	1,862.00	1,949.92	2,028.08	2,088.64	2,172.80
Annual	40,000	41,826	43,904	46,105	48,412	50,697	52,730	54,304	56,492
PS2									
Hourly	20.644	21.632	22.652	23.744	24.881	26.037	27.086	27.891	29.016
Bi-Weekly	1,651.52	1,730.56	1,812.16	1,899.52	1,990.48	2,082.96	2,166.88	2,231.28	2,321.28
Annual	42,939	44,994	47,116	49,387	51,752	54,156	56,338	58,013	60,353
PSB									
Hourly	21.156	22.170	23.219	24.335	25.499	26.772	28.029	28.858	30.023
Bi-Weekly	1,692.48	1,773.60	1,857.52	1,946.80	2,039.92	2,141.76	2,242.32	2,308.64	2,401.84
Annual	44,004	46,113	48,295	50,616	53,037	55,685	58,300	60,024	62,447
PSC									
Hourly	22.633	23.712	24.836	26.031	27.277	28.545	29.884	30.769	32.013
Bi-Weekly	1,810.64	1,896.96	1,986.88	2,082.48	2,182.16	2,283.60	2,390.72	2,461.52	2,561.04
Annual	47,076	49,320	51,658	54,144	56,736	59,373	62,158	63,999	66,587
PS3									
Hourly	23.744	24.881	26.037	27.334	28.584	30.006	31.508	32.232	33.527
Bi-Weekly	1,899.52	1,990.48	2,082.96	2,186.72	2,286.72	2,400.48	2,520.64	2,578.56	2,682.16
Annual	49,387	51,752	54,156	56,854	59,454	62,412	65,536	67,042	69,736

by the Union.

F. 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.

G. 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.

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

Section 5. Religious Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of a 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 be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

Section 6. Indemnification:

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

ARTICLE II
LABOR MANAGEMENT COMMITTEE

Section 1. Labor Management Committee:

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 and at other mutually agreed upon times and locations by request of either party. The Union and

Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The parties agree to give each other, when applicable, an agenda five (5) days in advance of the meeting. The number of representatives attending a labor management meeting may be increased by mutual agreement.

ARTICLE III
EMPLOYER AUTHORITY

Section 1. Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities including: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used, and the discontinuance of any services, material or methods of operation; (b) to introduce new equipment, methods or processes, change or eliminate existing equipment, and institute technological changes and where practicable to train existing employees on new equipment; and to decide on materials, supplies and equipment to be purchased; (c) to determine the number, location and types of facilities and installations; (d) to determine the size of the work force and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classification, and to establish wage rates for any new or changed classification; (h) to establish and /or revise performance standards or norms; (i) to determine lunch and rest period, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce work rules and general requirements and to carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to other positions, and to determine the qualifications and competency of employees to perform available work; except as amended, changed, or modified by this Agreement and provided that the Employer recognizes its obligation to negotiate with the Union over changes in the conditions of employment pursuant to the Illinois Labor Relations Act.

Section 2. Employer Obligation:

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

Effective December 1, 2005

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	18.854	19.715	20.694	21.731	22.819	23.896	24.854	25.596	26.627
Bi-Weekly	1,508.32	1,577.20	1,655.52	1,738.48	1,825.52	1,911.68	1,988.32	2,047.68	2,130.16
Annual	39,216	41,007	43,043	45,200	47,463	49,703	51,696	53,239	55,384
PS2									
Hourly	20.239	21.208	22.208	23.278	24.393	25.526	26.555	27.344	28.447
Bi-Weekly	1,619.12	1,696.64	1,776.64	1,862.24	1,951.44	2,042.08	2,124.40	2,187.52	2,275.76
Annual	42,097	44,112	46,192	48,418	50,737	53,094	55,234	56,875	59,169
PSB									
Hourly	20.741	21.735	22.764	23.858	24.999	26.247	27.479	28.292	29.434
Bi-Weekly	1,659.28	1,738.80	1,821.12	1,908.64	1,999.92	2,099.76	2,198.32	2,263.36	2,354.72
Annual	43,141	45,208	47,349	49,624	51,997	54,593	57,156	58,847	61,222
PSC									
Hourly	22.189	23.247	24.349	25.521	26.742	27.985	29.298	30.166	31.385
Bi-Weekly	1,775.12	1,859.76	1,947.92	2,041.68	2,139.36	2,238.80	2,343.84	2,413.28	2,510.80
Annual	46,153	48,353	50,645	53,083	55,623	58,208	60,939	62,745	65,280
PS3									
Hourly	23.278	24.393	25.526	26.798	28.024	29.418	30.890	31.600	32.870
Bi-Weekly	1,862.24	1,951.44	2,042.08	2,143.84	2,241.92	2,353.44	2,471.20	2,528.00	2,629.60
Annual	48,418	50,737	53,094	55,739	58,289	61,189	64,251	65,728	68,369

Effective December 1, 2004

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

PROBATION SERVICES-AFSCME

	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER TWO YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
PS1									
Hourly	18.667	19.520	20.489	21.516	22.593	23.659	24.608	25.343	26.363
Bi-Weekly	1,493.36	1,561.60	1,639.12	1,721.28	1,807.44	1,892.72	1,968.64	2,027.44	2,109.04
Annual	38,827	40,601	42,617	44,753	46,993	49,210	51,184	52,713	54,835
PS2									
Hourly	20.039	20.998	21.988	23.048	24.151	25.273	26.282	27.073	28.165
Bi-Weekly	1,603.12	1,679.84	1,759.04	1,843.84	1,932.08	2,021.84	2,103.36	2,165.84	2,253.20
Annual	41,681	43,675	45,735	47,939	50,234	52,567	54,687	56,311	58,583
PSB									
Hourly	20.536	21.520	22.539	23.622	24.751	25.987	27.207	28.012	29.143
Bi-Weekly	1,642.88	1,721.60	1,803.12	1,889.76	1,980.08	2,078.96	2,176.56	2,240.96	2,331.44
Annual	42,714	44,761	46,881	49,133	51,482	54,052	56,590	58,264	60,617
PSC									
Hourly	21.969	23.017	24.108	25.268	26.477	27.708	29.008	29.867	31.074
Bi-Weekly	1,757.52	1,841.36	1,928.64	2,021.44	2,118.16	2,216.64	2,320.64	2,389.36	2,485.92
Annual	45,695	47,875	50,144	52,557	55,072	57,632	60,336	62,123	64,633
PS3									
Hourly	23.048	24.151	25.273	26.533	27.747	28.127	30.584	31.287	32.545
Bi-Weekly	1,843.84	1,932.08	2,021.84	2,122.64	2,219.76	2,330.16	2,446.72	2,502.96	2,603.60
Annual	47,939	50,234	52,567	55,188	57,713	60,584	63,614	65,076	67,693

Section 3. Employee Obligation:

Employees shall conduct themselves in accordance with the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the Probation Department and the judiciary.

ARTICLE IV
HOURS OF WORK

Section 1. Regular Work Periods:

The regular work day for a full time employee shall be eight (8) hours each day, including an hour lunch break which is not to be considered a working hour. Except in specialized units, the work week shall generally run Monday thru Friday. The hours of work shall be as follows:

A. Home Confinement Program

Officers will be assigned one of the weekly work schedules listed below:

Monday - Friday	6:00 p.m. to 2:00 a.m.
Tuesday - Saturday	8:00 p.m. to 4:00 a.m.
Sunday - Thursday	8:00 p.m. to 4:00 a.m.
Tuesday - Saturday	6:00 a.m. to 2:00 p.m.

The Deputy Chief will determine the number of teams needed for each shift noted above.

B. Sex Offender Program

Officers assigned will work a 5-day 40 hour work week as follows:

- Four (4) nights per month, inclusive of weekends 2:00 p.m. to 10:00 p.m. (field).
- One (1) 11:00 a.m. - 7:00 p.m. late night per week (office).
- All remaining work shifts for the month will remain the same consistent with this agreement (office and field).

Current practice of officers making their work schedule with supervisor approval or disapproval shall remain in effect. Officers may make changes to their schedules with supervisor approval. Schedules may be adjusted by the supervisor with timely notice to meet operational needs.

C. Intensive Drug Program

Officers assigned will work a 5-day 40 hour work week as follows:

- One late night in office per week 11:00 a.m. - 7:00 p.m.
- One field day per week 11:00 a.m. - 7:00 p.m.; one of these field days will be scheduled on the weekend once a month.
- All remaining work shifts will remain the same consistent with this agreement.

Current practice of officers making their work schedule with supervisor approval or disapproval shall remain in effect. Officers may make changes to their schedules with supervisor approval. Schedules may be adjusted by the supervisor with timely notice to meet operational needs.

D. Intensive Probation Supervision

Officers assigned will work a 4-day 40 hour work week, of which two days will be a twelve (12) hour shift and two (2) days will be an eight (8) hour shift. Officers will work 32 weekend days annually upon the ratification of this agreement and 34 weekend days annually effective April 15, 2007. Weekend days are defined as Friday, Saturday, and Sunday, and each weekend day will be scheduled as a 5:00 p.m. - 1:00 a.m. shift. Weekend duty will be divided and scheduled as a monthly allotment.

Current practice of officers making their work schedule with supervisor approval or disapproval shall remain in effect. Officers may make changes to their schedules with supervisor approval. Schedules may be adjusted by the supervisor with timely notice to meet operational needs.

E. Gang Unit

Officers assigned will work a 4-day 40 hour work week, of which 2 days will be a twelve (12) hour shift and two (2) days will be an eight (8) hour shift. Each month, officers will work three (3) weekend days (36 annually), and each weekend day will be scheduled as a 5:00 p.m. - 1:00 a.m. shift. Weekend days are defined as Friday, Saturday, and Sunday.

Current practice of officers making their work schedule with supervisor approval or disapproval shall remain in effect. Officers may make changes to their schedules with supervisor approval. Schedules may be adjusted by the supervisor with timely notice to meet operational needs.

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	

2. Other officers shall work one of the following shifts:

8:00 a.m. - 4:00 p.m.
8:30 a.m. - 4:30 p.m.
9:00 a.m. - 5:00 p.m.
9:30 a.m. - 5:30 p.m.

Officers shall inform their supervisors of their preference. The supervisors will approve schedules based on operational needs.

3. One day per month officers shall work a "late night". Once Management has designated which work days shall be identified as late nights, and the number of officers necessary for each night, due consideration will be given to seniority in assigning officers. Officers will start at 11:00 a.m. and conclude at 7:00 p.m. An officer may begin his/her "late night" shift at their regularly scheduled start time by mutual agreement between the officer and the supervisor.

Section 2. Flex Time:

Requests by employees for flex time schedules shall be granted where practicable to do so. The scheduling of flex time shall be by mutual arrangement between the employee and his/her supervisor.

Section 3. Chief Judge:

This Agreement recognizes that the Chief Judge is empowered by the Constitution of the State of Illinois to set times and places of holding court and to order extended court hours when necessary. It is understood that employees will comply with any such order.

Section 4. Break Periods:

Officers who work a day time schedule are allotted a one hour unpaid lunch period each day to be taken between the hours of 11:30 a.m. and 2:30 p.m., unless approved otherwise by the supervisor. Officers who work others schedules are allotted an uninterrupted unpaid meal period of one hour to occur at approximately midpoint in their work schedule. Supervisors shall regulate these meal periods. It is assumed that an officer takes this lunch period or meal period each day unless his or her supervisor gives approval to the contrary. The officer will not work through the lunch hours or meal periods in order to accrue overtime.

Officers are also allowed one fifteen minute break each day. Break periods cannot be used consecutively with the lunch hour or meal period unless otherwise approved by the supervisor.

Time for lunch, meal period and break period will be regulated by the supervisor.

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	$7
Brand (30 day supply at Retail)	$10	N/A	$10	N/A
Formulary (30 day supply at Retail)	N/A	$15 *	N/A	$15 *
Non- Formulary (30 day supply at Retail)	N/A	$25 *	N/A	$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	$0	2 x Retail Co-pay

* 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.

Section 5. Compensatory Time:

A. Compensatory time will be granted to employees at the rate of one hour of compensatory time earned for every hour of overtime worked between 35 and 40 hours. One and one-half hours of compensatory time will be earned for every hour worked in excess of 40 hours in one week.

Requests for use of compensatory time shall be allowed in one (1) hour increments upon prior approval of the supervisor.

B. Employees are entitled to combine use of any accrued benefit time except for sick leave. Employees are entitled to use accrued compensatory days consecutively.

Section 6. Compensatory Time Alternative:

Upon prior approval of the supervisor, an employee who performs overtime work may begin another workday later, or leave another work day earlier to reflect an equal amount of time off as the overtime worked. Scheduling of this change in hours must be approved by the supervisor.

Section 7. Miscellaneous:

Employees shall be eligible for two and one-half hours of benefit time each quarter to arrive late or leave early to accommodate unforeseen events. This benefit time may be used in two single hour and one one-half hour increments for late arrival or in a two hour increment for early dismissal and one one-half hour increment for late arrival each quarter. Employees arriving late pursuant to his policy shall inform their supervisor no later than 15 minutes after the beginning of their regular shift whenever possible. Employees leaving early pursuant to this policy shall obtain prior approval from their supervisor. Such approval shall not be unreasonably denied. Benefit time not used within the quarter shall not carry forward to subsequent quarters. Separation from employment shall terminate all rights to this time.

Employees who are late and have exhausted their benefit time, will not be subject to discipline for tardiness if they have a good cause reason for being tardy. However, such employees will be required to make up time equal to the amount of time they are late. Such time shall be made up at a time mutually agreeable to the supervisor and the employee, but must be made up no later than ten (10) working days after the occurrence.

Employees who do not have a good cause reason for being tardy and who have exhausted their benefit time may be subject to discipline in accordance with the Disciplinary Article.

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 Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	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	
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/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	

INPATIENT SERVICES (MEDICAL & SURGICAL)				
	HMO		PPO	
BENEFIT OVERVIEW	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
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

Section 8. Off-Peak Shifts

Employees scheduled to work regularly scheduled off-peak shifts that start on or after 2:00 p.m. and prior to 6:00 a.m., shall be compensated an additional sixty-five cents ($.65) per hour above the employees' regular hourly rate, provided further that those employees who discontinue these work assignments for any reason shall also relinquish their entitlement to this additional compensation.

ARTICLE V
SENIORITY

Section 1. Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months after the completion of initial training. The probationary period of an employee may be extended at the employer's discretion. The Union shall receive notification of the employee's extension of probation. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason 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 30 days.

Section 3. Reinstatement:

An employee who is reinstated within one year from a resignation from Cook County employment shall receive credit for prior service (less the time the employee was not in service) in accrual of vacation time and for the filling of vacancies.

Section 4. Seniority as Probation Officer:

For the purposes of filling vacancies, layoff and recall, seniority shall be defined as the length of time an employee served as a Probation/Pretrial Officer in the Adult Probation Department. Additionally, upon the effective date of this Agreement, Pretrial Officers employed formerly with the Pretrial Services Department will have seniority accrued for the purposes mentioned above from the most recent hire date with the Pretrial Services Department. All

employees in the Adult Probation Department, who are assigned as an adult probation officer, will have their date of hire seniority credited for the purposes stated above after serving two (2) years as an adult probation officer.

Section 5. Reduction in Workforce, Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of Probation Officers, the employees to be laid off shall be removed in inverse order of seniority with the Adult Probation Office. Employees shall be recalled in order of seniority with the Adult Probation Office pursuant to Section 4 above.

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

Section 6. Termination of Seniority:

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

1. Resignation or retirement
2. Discharge

B. Implied and Immediate Resignation:

Termination is immediate and implied upon the occurrence of any of the following:

1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has a reasonable explanation to the Employer for not furnishing such notification;
2. Failure to report to work at the termination of leave of absence or vacation, unless the employee has a reasonable explanation to the Employer for such failure to report for work;
3. Absence from work because of lay off or any other reason for twelve (12) months in the case of an employee with less than two (2) years of service when the absence began, or twenty-four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
4. 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

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	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*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after $40 co-pay	100%	100% after $40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

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% *

Department of the Employer;

5. Engaging in gainful employment while on an authorized leave of absence, with the exception of a paid internship related to his/her education requirements while on an authorized leave of absence or continued approved secondary employment which conforms to Employer's policy on secondary employment.

Section 7. 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 accomplished upon notification to the Chief Union Steward in advance of any such transfers.

Section 8. Seniority List:

The Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Employer shall post this list (without addresses) at all major work sites. Notice will be given that employees shall have 30 days to review their date and notify the Employer of any discrepancies. The Employer will furnish the Union reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the Employer of any error within ten (10) working days or ten (10) work days after the employee reasonably should have become aware of the error, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein that no changes in the hiring dates furnished in the original list will be permitted. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union.

ARTICLE VI
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 1st
2. Martin Luther King's birthday - third Monday in January
3. Lincoln's birthday - February 12th
4. President's Day - third Monday in February
5. Pulaski Day - first Monday in March

6. Memorial Day - last Monday in May
7. Independence Day - July 4th
8. Labor Day - first Monday in September
9. Columbus Day - second Monday in October
10. Veteran's Day - November 11th
11. Thanksgiving Day - The day approved by the Governor of the State of Illinois or by the President of the United States
12. Christmas Day - December 25th

It is the intent of the Employer that all salaried employees be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on a 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.

Section 2. Holidays in Vacations and Scheduled Days Off:

If a holiday falls within an employee's scheduled vacation or scheduled day off, such employee, shall be granted an additional day of vacation or another day off.

Section 3. Work on a Holiday:

Officers who work on holidays declared by the Chief Judge or who are on scheduled time off will receive straight time compensatory time except as noted below:

Employees will be compensated at the rate of time and one-half for working on the following seven (7) holidays:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Section 4. Floating Holiday:

In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection except for the Circuit Court Clerk which shall be in accordance with their current practice for compensatory time or accrue d time. Use of

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% ***	

*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree 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.

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	
PLAN LIMITS AND MAXIMUMS:	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)

the floating holiday is limited 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.

If an employee is required to work on an approved floating holiday, the employee shall receive the employee's regular hourly rate for the hours actually worked plus one and one-half time the hours actually worked in compensatory time. The usage of such time shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

ARTICLE VII
VACATIONS

Section 1. Vacation Leaves:

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

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

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

D. Employees may use only such vacation time as has been earned and accrued. Employees may combine use of vacation leave with other approved accrued leave time.

E. Any employee who has rendered continuous service to the City of Chicago, the

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

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

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

H. Any Chief Judge/Cook County employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment has continued without interruption by military service.

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

J. Employees must complete and submit for approval a Vacation/Personal Request Form to their supervisor not less than thirty (30) days prior to use if three (3) or more consecutive days are requested and not less than 72 hours prior to use if less than three (3) consecutive days are requested.

Section 2. Vacation Preference and Scheduling:

Insofar as possible, vacations will be granted among employees on a first requested - first granted basis. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CHIEF JUDGE AND AFSCME LOCAL 3486

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

APPENDIX II
HEALTH CARE

Effective December 1, 1996, PPO Prescription Co-pay - $5.00 generic/$10.00 brand name per prescription ($5.00 if no generic is available).

Effective 12/01/99, HMO prescription co-pay will be $5.00 generic/$10.00 brand name per prescription ($5.00 if no generic available). The Employer will provide a mail order prescription program. There shall be no co-pay for mail order prescription drugs.

Effective 12/01/02, $3.00 office visit co-pay.

Effective 12/1/02, mail order prescription drug co-pays of $5.00 for generic drugs and $10.00 for brand name drugs.

No change in other health care benefits.

ARTICLE VIII
SICK LEAVE

Section 1. Sick Leave:

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

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days. 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, dentist, or other recognized practitioners; or for serious illness, disability, or injury of a member in the immediate family or household 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 if so requested. Accordingly, sick leave shall not be used as additional vacation leave.

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

For health related absences of less than five (5) consecutive 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.

E. 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.

F. 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 Worker's 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 Worker's 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 (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 or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

ARTICLE IX
PENSION PLAN

Section 1. Pension Plan:

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

ARTICLE X
INSURANCE

Section 1. Health Insurance:

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

B. Employees who have elected to enroll in the County's PPO health benefit plan shall contribute, in aggregate, by off set against wages, an amount equal to one and one-half percent (1½ %) of their base salary as a contribution toward premiums. Effective 12/01/2000, employees who have elected to enroll in the County's HMO health benefits plan shall contribute in

APPENDIX A
JOB CLASSIFICATIONS

Adult Probation Officer
Adult Probation Officer (intensive supervision)
Pretrial Officer I, II

MEMORANDUM OF UNDERSTANDING

In instances where an employee has been suspended due to an arrest (including but not limited to domestic violence, DUI, fighting, and other similar matters), engaged in reckless conduct (including but not limited to displaying a weapon while involved in an off-duty traffic or other altercation and other similar matters), is believed by the Employer that the employee poses a danger to himself or others, or is returning from a non-vacation related leave of absence of more than thirty (30) days (including but not limited to medical leaves and temporary suspensions, but expressly excluding maternity and paternity leaves), the Employer has the right to ensure that the employee is fit for duty and may require the employee to undergo further psychological evaluation to otherwise ensure that the employee continues to meet the position criteria stated in Article XVIII of the Collective Bargaining Agreement and is fit for duty.

aggregate, by offset against wages, an amount equal to one-half percent (½%) of their base salary as a contribution towards premiums with a maximum contribution of $8.00 per pay period. 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 Council 31. All employee contributions for Health Insurance shall be made on a pre tax basis.

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

Section 2. Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next $1,000.00), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employees annual salary. No life insurance shall be offered through the County's HMO Plans.

Section 3. Dental Plan:

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

Section 4. Vision Plan:

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

Section 5. Hospitalization - New Hires:

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

Section 6. Insurance Coverage for Laid Off Employees:

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

Section 7. Insurance Opt-Out:

Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay $800.00/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health care 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 and their eligible dependents who lose their alternative health care coverage shall, upon written request, immediately be enrolled in or reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated, they shall no longer be entitled to any benefits of the opt-out program.

Section 8. Domestic Partners Coverage:

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

ARTICLE XI
ADDITIONAL BENEFITS

Section 1. Bereavement Leave:

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

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be

MEMORANDUM OF UNDERSTANDING

No more than sixty (60) calendar days after the ratification of this Agreement, the Union and Management will establish a joint committee for the purpose of discussing duty weapons and training of weapon service officers. Such discussions will include type of weapons to be used, including upgrading of the current weapons used by officers. The committee shall meet at reasonable times, places and intervals. Each party shall designate not more than four (4) representatives for this purpose. Recommendations developed by the committee will be forwarded to the Chief Probation Officer.

MEMORANDUM OF UNDERSTANDING

It is agreed between the Employer and the Union that benefit time in Article IV Section 5 is to be used for unforeseen events. Generally, unforeseen events include demands on an employee's time, of a personal nature, that cannot be anticipated by the employee. Examples of unforeseen events include but are not limited to car trouble, emergency physician, dental, and vision appointments, or emergency child care/family issues. The Union recognizes that benefit time is to be granted to the employee at the discretion of the supervisor and that benefit time would not consistently be used by an employee each quarter unless approved by the supervisor. All requests for benefit time including the reason(s) will be submitted to the supervisor in writing.

MEMORANDUM OF UNDERSTANDING

Within 60 days of ratification of this agreement, the parties agree to meet in a Field Work Safety Committee. This committee will meet on a quarterly basis or at times mutually agreed to by the parties. The committee will be co-chaired by representatives from Management and the Union. Each party will have no more than five (5) representatives. Recommendations from this committee will be forwarded to the Chief Probation Officer for consideration. This committee will not be renewed at the end of the contract period unless mutually agreed to by the parties.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CHIEF JUDGE AND AFSCME LOCAL 3486

It is agreed between the parties that within 60 days after the execution of the renewal of this contract, the Employer will implement a 12 month pilot study to assess the effectiveness of a 7:30 a.m. to 3:30 p.m. work shift. The pilot will assess the impact of the 7:30 a.m. shift on the delivery of client services. It is understood that participation in the pilot will be based on operational needs and will be limited to a maximum of 20% of the nonweapon caseload officers by supervisory unit. After reviewing the results with the Union via a labor management meeting, the employer will make a determination as to whether or not to establish a 7:30 a.m. to 3:30 p.m. shift.

MEMORANDUM OF UNDERSTANDING

Pursuant to I.S.L.R.B. case S-RC-9617, the classification of Pre-Trial Officer shall become part of this Agreement as described in Article I, Section 1 of this Agreement.

The Pre-Trial Officers shall be granted full rights under the Collective Bargaining Agreement, between the American Federation of State, County and Municipal Employees (AFSCME) Council 31 - Local 3486 and the Chief Judge of the Circuit Court of Cook County.

MEMORANDUM OF UNDERSTANDING

ARTICLE IV

Section 1. Regular Work Periods:

One year after the ratification of this Agreement, the parties agree to meet, discuss and negotiate, if there is an unreasonable accumulation of compensatory time as a result of this provision.

MEMORANDUM OF UNDERSTANDING

ARTICLE IV

Section 1. Regular Work Periods:

Late Night:

The Department will not issue a directive prohibiting officers from starting early on their assigned late night. An officer's request will be reviewed on a case by case basis.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding modifies Article XXV, Section 19 of the Collective Bargaining Agreement. Employees holding part time positions in the Investigation Unit, upon ratification of this Agreement may not be involuntarily transferred, unless there is a lay-off or reduction in work force. Vacancies on the date of this ratification (August 1996), subsequent vacancies and additionally funded part-time positions will be assigned by the Employer.

allowed, and such days will not be counted as vacation.

Section 2. Parental Leave:

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

Section 3. Personal Days:

All full time employees shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days ar the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observances 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. If the health of an employee warrants prolonged absence form duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Additionally, two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back at the rate of future accrual. Employees must complete and submit the designated appropriate form for approval of personal day use to their supervisor no less than two (2) working days prior to use. It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In these situations, employees may be allowed the use of personal days in the employer's sole discretion. Such approval will not be unreasonably withheld. Severance of employment shall terminate all rights to accrued personal days.

Section 4. Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed on any officer or employee of the Chief Judge. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the Chief Judge of the Circuit Court of Cook County by said officer or employee.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Regular Leave:

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head. 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 by the County, 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 Deputy Chief Probation Officer who will then forward same to Chief Probation Officer for approval. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess 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 2. Seniority on Leave:

An employee on an unpaid 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 a layoff or reduction in force occurs while an employee is on a leave of absence, the employee will be returned to the same or comparable assignment provided he/she has sufficient seniority. Additionally, an employee returning from a leave of absence may be allowed to return to their previously held assignment provided the position was filled no more than ten (10) days prior to the return of the employee.

Section 3. Retention of Benefits:

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

Section 4. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee

ARTICLE XXVII
DURATION

Section 1. Term:

This Agreement shall become effective on December 1, 2004, and shall remain in effect through November 30, 2008. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Signed and entered into this 29th day of December, 2006.

Chief Judge of the Circuit Court of Cook County

By: _____
TIMOTHY C. EVANS
Chief Judge

Union: American Federation of State, County and Municipal Employees (AFSCME), Council 31, Local 3486, AFL-CIO.

By: _____

employer will endeavor to process equipment allowance compensation semi-annually.

Section 4. Longevity Plan - Schedule 1:

Grade PSB - Effective December 1, 2002, the existing percent differential between steps 5 and 6 was raised by .35%. The differential between steps 6 and 7 was raised by .65%.

Grade PSC - Effective December 1, 2002, Step 7 was increased by .65%.

Section 5. Bilingual Pay:

Effective December 1, 1993, employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional $25.00 per month. Effective December 1, 1994, the amount shall be increased to $50.00 per month.

Section 6. Merit Bonus:

Any employee who exceeds the standards on his/her annual performance evaluation shall receive a lump sum bonus payment. Such payment shall equal 2% of an employees annual salary provided that less than 20% of the grade is found to exceed the performance standard. When the number of employees found to exceed the standard in a grade exceeds 20%, such payment shall be divided up equally among all employees in each grade and shall be based on 2% of 20% of the gross total salaries in each grade. Such bonus will be granted no later than July 1st of each year for the previous years' performance evaluation.

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

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

Convention delegates as per the following per local:

Less than 100 - 1
Less than 200 - 2
Less than 300 - 3
Less than 400 - 4

One per additional thousand or fraction thereof.

Section 5. Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for by the Uniformed Services Employment and Redeployment 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 6. Veteran's Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' 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 meed the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention

headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning form the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 7. Family Responsibility Leave:

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

Section 8. Educational Leave:

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

Section 9. Use of Benefit Time:

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

Section 10. Approval of Leave:

No request for a leave, as defined in Sections 1 and 4 of this Article, will be considered unless approved by the Deputy Chief Adult Probation Officer and the Chief Adult Probation Officer shall not grant approval, if, in her judgement, such absence from duty at the particular

ARTICLE XXVI
RATES OF PAY

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

Section 1. Salary Raises:

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

Effective with the first full pay period, on or after December 1, 2004	1%
Effective with the first full pay period, on or after December 1, 2005 non-compounded $500.00 cash bonus for all employees in pay status on the date the Cook County Board approves the agreement per past practice	1%
Effective with the first full pay period, on or after June 1, 2006	2%
Effective with the first full pay period, on or after December 1, 2006	1.5%
Effective with the first full pay period, on or after June 1, 2007	2.5%
Effective with the first full pay period, on or after December 1, 2007	2%
Effective with the first full pay period, on or after June 1, 2008	2.75%

Section 2. Classification Change:

Effective June 1, 1995, the classification of PSIIb shall be created. This grade shall be paid at a rate of approximately 2.5% higher than grade PSII. Officers shall move into this pay grade after five (5) years of service as a Probation Officer and placed in the same step as they were in from their previous classification. (See Appendix) By December 1, 1996, the Chief Judge will submit to the County Board a budget request to upgrade the Weapon Carrying Officers to the PSIIC. Weapons Carrying Officers shall move into this pay grade after five years of service as a Probation Officer and be placed in the same step as they were in from their previous classification.

Section 3. Equipment Allowance:

An initial equipment allowance of $550.00 will be paid to all new bargaining unit employees in a weapon carrying unit, or employees who transfer into these units, after the officer has been trained and has been in full pay status for six (6) months with that unit. Each year thereafter, the equipment allowance is limited to $175.00 and will be remitted to the officer, provided the officer remains in a weapons unit for at least six months of the fiscal year. The

Section 19. Part Time Employment:

The Employer agrees to make available up to fourteen (14) positions for part time employment as follows:

1. Qualified applicants will be selected in accordance with Article XVIII.
2. Employees in the program shall be required to work 50% of full time scheduled hours in a normal pay period.
3. Employees in the program shall accrue sick, vacation and personal days leave, as well as seniority at a 50% prorated rate. Part time employees will receive holiday pay equal to the number of hours that they are scheduled to work on the holiday. Employees will receive one-half of the paid bereavement leave provided to full time employees. Employees shall be eligible for health and/or life insurance benefits by contribution 50% of the employee costs for those benefits to the County.

Section 20. Personal Support Program:

In addition to the County's Employee Assistance Program (EAP), coverage will be available for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program (PSP). Effective December 1, 2006, the Employer agrees to pay $29.00 per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan & Trust to fund the PSP.

Section 21. Employee Development and Training:

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

Section 22. School Conference and Activity Leave:

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

Section 23. Mass Transit Benefit Program:

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

time requested would substantially interfere with the conduct of business.

ARTICLE XIII
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 Union will send copies of grievance appealed or submitted at Steps Two, Three and Four to the Chief Judge or his designee.

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. Employee 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 2. Representation:

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

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 3. Meetings:

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings 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.

Section 4. Grievance Procedure Steps:

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

TIME LIMITS

Step	Submission (Calendar Days)	To Whom Submitted	Time Limits Meeting	Written Response
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Deputy Chief Probation Officer / Designee	5 days	10 days
3	10 days	Chief Probation Officer / Designee	5 days	10 days
4	30 days	Chief Judge / Designee	15 days	25 days
5	30 days	Impartial Party	30 days	30 days

Section 5. Submission Time and Time Limits:

The initial submission time limit for presenting grievances shall be 30 days, or 30 days from the time the grievant reasonably should have become aware of the occurrence giving rise to the grievance. Time limits may be extended by mutual agreement between the employee and/or the Union and the Employer.

Section 6. 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. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without a loss pay, provided that such activity shall not exceed a reasonable period of time, and shall not interfere with their work performance.

Section 15. Equipment /Identification:

Officers shall be responsible for Equipment and Department identification which is supplied by the Department.

Officers shall be required to reimburse the Department for replacement of identification/equipment which is lost or destroyed through negligence of the officer.

Section 16. Distribution of Contract:

The Employer shall print and make available a copy of this contract to all current members of the bargaining unit and any new member hired during the term of the contract.

Section 17. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer has implemented a sexual harassment policy that will be complied with.

Section 18. Americans with Disabilities Act:

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

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where 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.

for review. They shall be submitted within fifteen (15) days following the close of the pay period during which the expense was incurred.

7. All other standards and procedures regarding field work not described in this document shall be contained in the department's policies and procedures manual.
8. Upon ratification of this contract, the Department and Union shall establish a Labor Management Field Work Committee. This Committee shall meet at mutually agreeable times and places to review and analyze current field work practices and if necessary purpose revision of the Department's field work component. Throughout this process "impact" issues will be discussed and negotiated with the Union. All products of this Committee shall be forwarded to the Chief Probation Officer for approval.
9. Officers will have a choice in the use of radios for conducting field work in the following manner:
    1. Officers may pick up radios from their supervisors by 9:00 a.m. on the morning of their scheduled field day and return them at the end of the work day.

    or

    2. Officers may pick up radios and chargers from their supervisors by 9:00 a.m. on the morning of their scheduled field day and return the radio and charger to the supervisor by 9:00 a.m. of the next work day.

    (Radios must be fully charged when returned)

    Officers will be responsible for replacing the radio and/or charger if through his/her negligence it is damaged or stolen due to the negligent actions of the officer.

10. Until implementation of the auto insurance provisions in this Agreement, the Department will attempt to make available Department owned vehicles (when operationally possible) for the purpose of conducting field work. Officers assigned to vehicles shall additionally be assigned to radios (when available) to enhance their ability to communicate with the Department or other support agencies.

    In that the equipment is furnished when operationally possible, all issues relating to availability, performance, and appearance of said vehicles and radios shall not be subject to the grievance procedure save any legitimate health and safety issues per this Agreement. Problems and concerns relating to the above will be referred to the Field Work Labor/Management Committee.

On each occasion, stewards will obtain approval from their supervisor or an appropriate supervisor before leaving their work assignment or area. Such approval will not be unreasonably withheld. Stewards will only handle grievances at their own work location. In the event a work location does not have a steward, a steward from the worksite closest to the grievance location will process the grievance.

Section 7. Union Representative:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the appropriate work facility for the purposes of handling grievances or observing conditions under which employees are working. These representatives will be identified to the Chief Judge/Designee and on each occasion will first secure the approval of the Chief Judge/Designee to enter and conduct their business so as not to interfere with the operation of the Employer and such approval shall not be unreasonably withheld. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Employer department rules applicable to non-employees.

Section 8. Impartial Arbitration:

If the Union is not satisfied with the Step 4 answer, it may within thirty (30) days after receipt of the Step 4 answer submit in writing to the Chief Judge notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the Chief Judge and Union may request the State Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The Union and the Chief Judge will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally between the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representative and witnesses.

The arbitrator, in his/her own opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Chief Judge 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 Chief Judge 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.

Section 9. Arbitration Panel:

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

Section 10. Advance Step Filing:

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

Section 11. 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.

verification to the courts for passing sentences and imposing mandates.

Definition of Field Work:

Any out of office attempt by sworn personnel to conduct an in person face to face contact with a probationer. This contact attempt may be at the probationer's residence and/or collateral site.

* Definition of collateral - serving to support or corroborate.
* Collateral Sites - Community service, drug or alcohol abuse programs, psychiatric counseling, employment, GED programs, etc.

1. Field work is to be conducted in two person teams unless otherwise approved by the supervisor.
2. Officers will be offered training in the following:
    a. Gang crimes
    b. Self defense
    c. Street awareness
    d. Legal and liability issues
    e. Minimum of four field days with a field work trainer

   The aforementioned training is to be conducted by trainers provided by the Department. It is recommended all case load officers attend refresher courses in these areas over a three (3) year period.
3. Field visits should be made within regular business hours unless approved by the supervisor.
4. All time accumulated as a result of field work other than during the officer's work schedule shall be used in accordance with the compensatory time Article of this contract.
5. The probation officer shall call in to his supervisor in the morning and out in the afternoon unless he initiates field work from the office and returns to the office upon completion of field time. (See number 9 of this Section) Probation officers should contact the office during the course of the day for messages, field work problems, etc.
6. Employees who use their personally owned automobiles while conducting official business such as field work shall be allowed reimbursement on a per mile basis. This shall be in accordance with the schedule of semi-monthly auto allowances. Parking and tolls shall be allowed and reimbursed if itemized and supported by receipts. All requests for mileage reimbursement shall be for miles traveled during the employees normal work hours, unless approved by the supervisor. Claims for reimbursement of transportation expenses, including the use of personally owned auto, incidental parking fees, taxi and bus fares shall be itemized and submitted on the provided transportation voucher. This shall be submitted to an individual's supervisor

Section 11. Personnel Manual:

It is understood that employees are subject to the policies, procedures, terms and conditions of employment as outlined in the Adult Probation Personnel Manual except as otherwise modified by this Agreement.

Section 12. Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union at all major work sites. The Union will be permitted to have posted on these bulletin boards notices that are not political, partisan, abusive or defamatory in nature. There shall be no posting by the Union of political material, notices or other kinds of literature on the Employer's property other than herein provided. The bulletin boards will be glass enclosed with a lock and key provided.

Section 13. Workload and Caseload Equity Committee:

This committee will assist Adult Probation Management in endeavoring to achieve workload standards and caseload equity to the greatest extent practicable among officers in specific courtrooms, divisions and the Department as a whole.

Beginning December 1, 1996, the committee will receive caseload averages per individual officers on a semi-annual basis. The parties understand that looking at caseload hours on a short term basis may not accurately reflect the caseload hours given the nature of assignments. Information provided to the committee will be used in a confidential manner and shall only be used in accordance with the mutually agreed upon goals of the committee.

Within sixty (60) days of the date of this Agreement, Management and the Union will each identify four (4) Committee members. Names of nominated Union representatives must be forwarded to the Chief Probation Officer to ensure that they meet performance standards.

The Committee will meet quarterly with additional meetings as necessary. Recommendations developed by the Committee will be forwarded to the Chief Probation Officer.

Section 14. Field Work:

The Adult Probation Department, in servicing the courts, continues to use field work as an integral part of the supervision of probationers placed under their direction.

Field work is an effective means to further involve the probation department with the community it serves. This ensures that the terms of probation are met and provides more factual

D. The hearing shall normally be completed within one day.

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

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

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

ARTICLE XIV
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 ar 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 employee 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 of 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.

Section 6. Bargaining Unit Work:

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

A. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and

B. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article I, Section 2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

Section 10. Performance Evaluations:

Employees in the bargaining unit shall be subject to performance appraisal pursuant to guidelines developed by the Office of the Chief Judge in cooperation with the Administrative Office of the Illinois Courts. Each employee in the bargaining unit shall be evaluated at least annually. An employee's performance evaluation shall be completed by their immediate supervisor. An employee's performance evaluation shall be reviewed and discussed with the employee and the employee shall be permitted to respond in writing to their evaluation .

An employee's signature shall signify only that he or she has been given his or her performance evaluations; the employee's performance evaluation may not be altered subsequently without the employee's review.

If an objective was not reasonably attainable, the relative weights for other sections of the employee's performance evaluation form shall be adjusted proportionately to allow for distribution of the total possible points.

Where standard objectives are applied to employees whose actual caseloads or workloads vary materially, the supervisor shall identify, document, and take into consideration the varying caseload and workload characteristics during the performance evaluation process in determining whether an employee meets or exceeds the overall performance appraisal. The parties agree that caseload alone will not entitle an employee to merit pay.

In the event that an employee disagrees with the rating received on his or her performance evaluation which has an impact or effect upon such employee, the employee may utilize the grievance and arbitration procedures set forth in this Agreement; provided however, that the employee must comply with the time limits contained in Article XIII of this Agreement, with such time limits for the institution of a grievance running from the date of the evaluation. The supervisor will inform the employee at that time of such impact. The only determination to be made in such grievance or arbitration proceeding is whether or not the employee was entitled to the applicable payment. In making this determination, the arbitrator will not disturb the Employer's decision unless the arbitrator finds that the Employer's action was unreasonable.

In the event that an employee disagrees with the rating received on his or her performance evaluation, which has not yet had an impact or effect upon such employee, the employee may not utilize the grievance and arbitration procedures set forth in this Agreement; provided, however, that the employee may submit, in writing, if he or she desires, the basis for such a disagreement to the next level of management and reasonable efforts shall be made to resolve the disagreement; and provided, further, that the employee shall be afforded an opportunity to make written comments relating to the disagreement and that such written comments shall be attached to the performance evaluation form and remain in the employee's personnel file. In the event that the rating received on an employee's performance evaluation subsequently has an impact or effect upon such employee and a grievance is filed over that impact or effect, such materials in the employee's personnel file shall be considered relevant at that time.

bank must be capable of receiving direct deposits.

Section 4. Day Care:

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

Section 5. Tax Shelters:

Effective June 1, 1994, the Employer agrees to set up segregated IRS accounts for child care expenses, medical expenses, and insurance premium contributions.

Section 6. Meeting Rooms:

Upon prior approval, the Employer agrees to make available conference and meeting rooms for Union meetings unless to do so would interfere with the operational needs of the Employer. Employees may only attend meetings during non-working time.

Section 7. Personnel Files:

Upon written request to the Department's Personnel Office, an employee may inspect his/her file in the presence of Employer/Designee at any time mutually acceptable to the employee and Employer. The individual employees shall act reasonably with respect to the frequency of such request. The Employer shall maintain personnel records in accordance with the Personnel Records Review Act.

Section 8. Payroll Deductions:

The following non-mandatory deductions will be made from the salary of each employee upon the employees request:

1. Savings Bonds
2. United Way/Crusade of Mercy
3. Deferred Compensation
4. Life Insurance
5. Credit Union

The Employer will make authorized adjustments in deductions when requested by the employee.

Section 9. Dual Employment:

Employees are subject to the Employer's current policy on dual employment.

ARTICLE XV
PARTIAL INVALIDITY

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

ARTICLE XVI
SUBCONTRACTING

Section 1. Sub Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy.

The Employer will notify the Union as early as possible, but no less than five (5) months in advance when such changes are contemplated and must first bargain about the effects of such transfer of work outside the bargaining unit 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 XVII
PROFESSIONAL MEETINGS

Section 1. Courses and Conferences:

It is the intent of the Department to promote professional development of staff by attendance at professional meetings and conferences which offer programs relevant to an Officer's responsibilities.

Any reasonable costs shall be paid for by the Employer on a reimbursement basis. The Department Trainer will post announcements of conferences. Whenever possible, employees will be given at least 15 days notice of upcoming conferences. The Employer will endeavor to post at all work sites. The announcement will specify the deadline for application. The Employer shall pay for all reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the employer.

Application for release time for attendance at conferences will be submitted in writing to the supervisor and the division head who will then forward it to the Deputy Chief Probation Officer for recommendation and then forward it to the Chief Probation Officer for approval. A copy of approved application will be forwarded to the Department Trainer.

The opportunity to attend courses and conferences shall be offered to employees on an equitable basis. The Training Department will maintain a log of staff members who have been the beneficiaries of the conference. Upon prior request and approval, the Union may review this log in the Training Department. The Union may review this log at reasonable times upon request. The Employer will provide the Union every six months with a copy of the training hours summary.

Section 2. Organization Meetings and Committee Services:

When members of the bargaining unit are asked by the Employer to serve on committees outside the court, excused time will be allowed for this purpose.

ARTICLE XVIII
FILLING OF VACANCIES

Section 1. Posting:

A. New positions and special assignments shall be posted for bid at all major worksites of the Adult Probation Office for a period of ten (10) working days and such postings shall state the grade, assignment, and specialized assignment requirements.

Such vacancies need not be posted when vacancies occur directly from a prior filling of vacancy within the preceding thirty (30) days, but shall instead be filled from a permanent bid list as described below.

Other vacancies shall be filled via the permanent bid list and shall be in accordance with the section or priority.

B. Permanent Bid List

At any time, employees may request a bargaining unit position at a particular location of division only, regardless of whether such a position at that location or division is currently vacant. Such requests shall be submitted via a "Transfer of Assignment Request" form approved by the parties to this contract. This form shall be distributed to all employees covered by this contract annually and transfer requests may be made at that time or upon request. An employee's request for a transfer of assignment shall be submitted to the Supervisor on the attached form. The form shall be in triplicate (an original and two carbon copies). The Supervisor must forward

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

ARTICLE XXIV
UNION RIGHTS

Section 1. Information Provided to Union:

At least quarterly, the County on behalf of all employees covered by this Agreement, shall notify Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Council 31 shall, upon request, receive such information on computer tapes, where available.

ARTICLE XXV
MISCELLANEOUS

Section 1. Travel Reimbursement:

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

Section 2. Auto Insurance:

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

Section 3. Direct Deposit:

The County will implement a direct deposit program to the bank of the employee's choice when it is capable of doing so, however, in no event later than January 1, 1998. The receiving

not later than June 1 of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1 of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 1, and are designed to supplement existing employer training and development programs.

ARTICLE XXII
JOB CLASSIFICATIONS

Section 1. Classification Review Committee/Job Audits:

Within thirty (30) days from the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.

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

ARTICLE XXIII
EDUCATIONAL BENEFITS

Section 1. Educational Fund:

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME bargaining unit employees. The amount allocated 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 institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars ($550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

the completed form to the Deputy Chief of the Division within three (3) days of receipt from employee. The Deputy Chief will then submit the transfer of assignment request to the Personnel Section.

The Employer will retain a "Transfer of Assignment Request" form one year after submission unless the employee requests in writing prior to the expiration of the one year that they no longer wish to be considered for that position of assignment. Once a "Transfer of Assignment Request" is granted, and served upon the employee, that employee shall have 24 hours in which to refuse said transfer. Thereafter, the employee may not refuse that transfer or assignment. When transfers occur due to the assignment of pre service employees, the bid list will be frozen upon the commencement of the pre service orientation class. The Employer will notify the Union twenty (20) calendar days prior to freezing the bid list. The bid list will be unfrozen and the employees will be allowed to submit bids upon the assignment of the preservice class. Once a transfer is granted, the Employer will purge the remaining bids of the transferred employee from the bid list unless the transfer was made on an involuntary basis. An employee may maintain up to three (3) active bids on the bid list at one time.

The Employer shall provide the Union on a quarterly basis a personnel transaction list for the Department indicating all new hires, transfers and terminations, stating the name and seniority of each personnel transaction. The Union shall receive monthly a copy of the current bid list.

The Employer shall provide a current list to the Union of all positions that currently exist and on each occasion that a new position is created, the Union shall receive the same.

Section 2. Priority:

A. Permanent vacancies shall be filled in the following order of priority:

1. Transfer
2. Recall from layoff
3. Applicants outside the bargaining unit

B. For transfers, vacancies will be filled by the most senior person provided said candidate:

1. Has received no suspensions in the past year.
2. Meets the standards on the past two performance appraisals.
3. Has completed training hour requirements for the previous year.
4. Possesses specialized skills or other expertise in a particular area when applicable.
5. Appropriate compliment of staff will also be considered.

C. For placement in specialized units, vacancies will be filled by the most senior applicant provided said candidate meets the following criteria:

1. Completion of training hour requirements for the previous year.
2. Meets standards on previous two performance appraisals.
3. No suspensions for the past two years.
4. Passes a written threshold test, threshold test.
5. Results of an interview, if required (only job related information will be considered).
6. Specialized skills or other expertise in a particular area.
7. Appropriate compliment of staff.

D. An employee may not be considered for reassignment for one year after receiving a new position except when otherwise required by operational needs. An employee assigned to a weapon service unit may not be considered for reassignment for two years after receiving a new position except when otherwise required by operational needs. However, the employee will be allowed to transfer to another weapon service unit after completing one year in the initial assignment provided that the transfer can be accommodated. When involuntary permanent changes in job assignments are made, the Employer will give due consideration to seniority. Such change will not be arbitrary, capricious or made in bad faith.

Section 3. Screening/Training:

A. Initial Screening/Training

Vacancies for weapon carrying personnel will be filled by individuals who successfully complete the following preselection criteria and training:

1. Psychological testing
2. Oral interview
3. Drug screening urine test
4. Approved weapons training, as specified by the Department
5. Criteria enumerated in Section 2C above.

Upon successful completion of the above specified screening/training and appointment to a vacant position, the officer will receive the appropriate pay increase effective with the next full pay period.

reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.

C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

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

Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a comprehensive policy/policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

ARTICLE XXI
UPWARD MOBILITY PROGRAM

Section 1. Goals and Priorities:

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

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services.

Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME bargaining unit employees.

B. Needs Assessment. The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in Section A, and shall make a recommendation to the parties

Section 2. Health and Safety Committee:

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

The committee and subcommittees shall met 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 3. 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 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

B. Annual Testing

In order to maintain a weapon carrying officer's necessary skills, each such officer may be subject to retesting annually in each of the following specified areas:

1. Drug screening urine test (see section D.7 below)
2. Approved weapons training, as specified by the Department.

C. Psychological Testing

As part of the preselection criteria for weapon carrying units, employees will be required to take a psychological test.

1. Officers will be required to undergo two of the following tests: the second edition of the Minnesota Multiphasic Personality Inventory (MMPI-2), the Inwald Personality Inventory (IPI), the Personality Assessment Inventory (PAI), or the California Personality Inventory (CPI). Additionally, officers will complete a self reported personal history questionnaire and participate in an interview with a psychologist.
2. The test will be administered and scored by a recognized neutral professional as determined by the Employer.
3. The sub-test occurring on the MMPI which measures masculinity/femininity will not be scored.
4. Based on an employee's test scores, the employee may be required to undergo further psychological evaluation based on the areas in which the employee's test scores indicated need for further evaluation.
5. The results of the tests and evaluation process will be shared with the employee and the Chief Probation Officer and/or his/her designee and shall be used solely for determining an employee's qualification for a weapon carrying position. Descriptive information will be given to the Employer only in the case of an adverse evaluation. Such information will remain confidential unless released by written permission of the employee.
6. An adverse evaluation as a result of the psychological tests will disqualify a candidate from a weapon carrying unit. Such disqualified candidates may reapply for a position after one year from the date of their last application.
7. A negative evaluation shall not have an adverse impact on the employee's record, nor remain in it.

D. Drug Testing

As a part of the preselection criteria for placement in a weapons carrying unit (Intensive Probation Supervision, Home Confinement, Intensive Drug Program and Gang Intervention Unit) employees shall be required to submit to and pass a drug test.

Testing Procedures

The Employer, represented by its selected agent laboratory, will utilize the following procedures:

1. Laboratory Procedures

The laboratory will:

a. ensure a specimen's authenticity through a secure chain of custody procedure.
b. maintain confidentiality of all test results.
c. preserve positive specimen for a minimum of six (6) months.
d. provide demonstration of their handling procedures to the Union upon their request and at a mutually agreed to date and time.
e. in addition to in-house quality control testing, allow for blind proficiency testing twice per year where the laboratory will analyze two (2) unknown samples sent by an independent party.
f. utilize a two tier test of reliable screening and confirmatory technologies culminating in the chemical analysis of urine samples by gas chromatography/mass spectronity (GS/MS).
g. be accredited by NIH or NIDA.

2. Collection Procedures

At the time a urine specimen is given, the laboratory shall provide the following:

a. distribute to the employee a copy of the specimen collection procedures.
b. immediately seal, label and secure the initials of the employee on the provided tamper proof container.

3. Prescription Drugs

A copy of any prescription must be provided by the employee to the laboratory at the time of testing.

4. Definition of a Positive Result

The initial drug test shall be considered to have a positive result when the test indicated a level of drug concentration that meets or exceeds the standard levels as listed below:

Section 8. Temporary Suspension:

When the Employer believes that presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedures manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. Temporary suspension shall only last up to thirty (30) calendar days for actions not involving criminal charges unless the Employer informs the Union that up to an additional fifteen (15) days are necessary to conclude its investigation. Where criminal charges are pending against the employee, temporary suspension will last until the resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

The first 14 calendar days of temporary suspension shall be without pay. An employee may use accrued vacation, personal and compensatory time after the first 14 days of temporary suspension has elapsed.

If no disciplinary action is issued by the Employer, the employee shall be reinstated, reimbursed for lost salary and accrued leave and the record of the temporary suspension shall be removed from the personnel file. If the length of the temporary suspension exceeds the disciplinary action given, the employee shall be reimbursed for the difference in salary and accrued leave.

If the employee is placed on temporary suspension exceeding 45 days, that employee may file a grievance for the sole purpose of determining whether a continued temporary suspension is reasonable.

Resolution of this grievance shall not waive an employee's right to grieve any discipline ultimately issued.

ARTICLE XX
HEALTH AND SAFETY

Section 1. General:

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 2 below.

participant.

C. Extensions: Reasonable requests for extensions of time for rebuttal purposes may be allowed by the Department Head/designee.

D. Notices: The Employer will notify the employee of the date of the Predisciplinary meeting. No less than 2 working days prior to the meeting date, the Employer will provide the employee and the Union with the date, time and location of the meeting, the reason(s) for the contemplated disciplinary action, and the names of relevant witnesses and copies of pertinent documents.

Section 5. Verbal and Written Reprimands:

In cases of verbal and written reprimands, the Employer must inform the employee that he/she is receiving a verbal or written reprimand and provide the employee with the reasons for such discipline. An employee shall have the right to Union representation at the issuance of written reprimand. The employee shall be given the names of witnesses and copies of pertinent documents. A copy of the verbal or the written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 7 of this Article.

Section 6. Notification of Disciplinary Action:

In the event that disciplinary action is imposed, the Employer shall promptly furnish the employee and the Union a clear and concise statement describing the discipline and the reasons for such discipline. Once discipline is imposed it shall not be increased.

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline other than oral reprimand is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

Section 7. 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 suspension 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.

Substance	(NG/ML)
Marijuana metabolites	50
Cocaine metabolites	300
Opiates	300
Phencyclidine	25
Amphetamines	1000
Barbiturates	200
Benzodialepines	300
Methaqualone	750

5. Reporting of Test Results

a. All test results received by the Employer will remain confidential and shall be shared with the employee and the Chief Probation Officer only or his/her designee and shall be used solely for determining an employee's qualification for a weapons carrying position.
b. All results shall be reviewed by a physician and/or Medical Review Officer prior to release to the Employer.
c. Negative test report shall specify only that the test was negative for the particular substance(s) tested. Negative test results shall not remain in the employee's records.
d. Positive test result reports shall include 1) the type of tests conducted, 2) the results of the tests, and 3) the sensitivity (cut-off point) of the methodology employed.
e. Upon request, the Employer shall make available to the Union a copy of the positive result report(s) once they are received from the laboratory and provided the employee signs a release of confidential information document.
f. When a positive test result is due to the use of a properly prescribed drug, the result will be reviewed by a physician. If further analysis is determined to be required, an interview will be arranged between the employee and physician.
g. Positive test results will disqualify an employee for selection and placement in a weapons carrying position for the present vacancy(s).
h. A positive result will require the employee to be assessed through the Employee Assistance Program. Following that assessment, the employee, if necessary, must participate in a counseling program for substance use as provided by the Employee Assistance Program or agreed to by the Employer and employee. Successful compliance with E.A.P. directives will result in

the employee being able to apply for and be considered for future vacancies in the weapons carrying unit. Non-compliance with the E.A.P. directives will result in the employee being ineligible for a weapon carrying assignment, until such directives are met or a period of two years has elapsed.

i. A positive test result shall not adversely impact upon the employee's record, and shall not remain in the record.

6. Retesting After a Positive Result

a. When the test results are positive, the employee and/or the Union shall have the right to request a "split sample" of the positive specimen to be sent to testing to a laboratory chosen by the Union.
b. All retesting of positive specimens shall be in accordance with drug concentration levels as previously set forth in this policy.
c. When an employee's drug concentration level exceeds any of the standard levels as previously stated, however, remains within the margin of accuracy for that drug, the employee will submit to a retest for that particular drug(s).

7. Annual Drug Testing

a. In order to maintain a weapon carrying position, each officer will be subject to a drug screening urine test annually. The annual drug screening urine test will be conducted randomly for each weapon service officer. A positive test result will require the employee to verify successful completion of a counseling program with the Employee Assistance Program, as deemed necessary by the Employee Assistance Program. During the time that the employee is in counseling with the E.A.P., the employee will be reassigned to duties other than those found in a weapon service unit, however, the employee will continue to be paid at his/her current rate of pay. A second positive test result will subject the employee to discipline in accordance with the disciplinary action Article herein.
b. Refusal to participate in the Employee Assistance Program upon referral by the Employer or failure to successfully complete the agreed upon counseling program will subject the employee to corrective action pursuant to Article XIX of this Agreement.
c. The Employer may require an employee to undergo a drug screening urine test when the employee is returning from:
    1. A leave of absence
    2. A suspension

ARTICLE XIX
DISCIPLINARY PROCEDURE

Section 1. Policy:

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

Section 2. Types of Discipline:

A. The Employer may only impose the following types of discipline:
    1. Verbal reprimand;
    2. Written reprimand;
    3. Suspension;
    4. Discharge.

B. An employee shall not be demoted for disciplinary reasons.

C. Discipline shall be imposed in a timely manner.

Section 3. Investigatory 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, 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. The Employer shall notify the Union as well as the employee of such meeting and the reason for the meeting.

Section 4. Predisciplinary Meeting:

A. Purpose: Prior to the imposition of suspension or discharge, the Department Head/designee shall convene a Predisciplinary meeting. The Department Head/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Employer, after presenting all known evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against him/her.

B. Representation: The employee is entitled to have a Union representative present at the Predisciplinary meeting if the employee so requests. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active