

**ILLINOIS**  
**FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**REPRESENTING SOCIAL SERVICE DEPARTMENT**  
**PS-3 SUPERVISORS**  
**AND**  
**SOCIAL SERVICE DEPARTMENT/**  
**OFFICE OF THE CHIEF JUDGE OF COOK COUNTY**

Effective: 12/1/06 through November 30, 2008

**PREAMBLE**

This collective bargaining agreement is entered into by and between the Chief Judge of the Circuit Court of Cook County as Employer of employees covered by this Agreement (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union").

**ARTICLE I**  
**PURPOSE**

- Whereas, it is the intent and purpose of the parties to hereto set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and
- Whereas, the parties recognize the constitutional, statutory and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interrupted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and
- Whereas, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and
- Whereas, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the judicial system; and
- Whereas, the parties recognize that the users of the court's service demand and have a constitutional right to prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law, statutory, civil and constitutional rights;
- Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

**ARTICLE II**  
**RECOGNITION**

**Section 2.1. Representative Unit:**

The Employer recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive representative for all employees of the Employer in the job classification of full time Social Service Supervisor of the Chief Judge of the Circuit Court of Cook County except as excluded below.

Excluded: The Management Information Systems (MIS) Administrator position; the Training Unit Administrator; the Support Staff Supervisor/Administrative Assistant position; the Administrative Assistant for Collection; all other employees of the Chief Judge of the Circuit Court of Cook County and all managerial, supervisory, confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act, as amended.

**Section 2.2. 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 2.3 Dues Check-off:**

A. **Deductions**

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

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 the effective date. The Employer shall implement the increase in the first full payroll period 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 2.4. "Fair Share":**

- A. The employer shall grant "Fair Share" to the Union in accordance with Sections 6 (e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the Employer that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, 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 Employer either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
- B. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members proportionate share of the Union's costs of the collective bargaining process, contract administration, and pursuing matters affecting employee wages, hours, and other conditions of employment.
- C. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names of 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. 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, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.
- The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- E. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

**Section 2.5. Religion Exemption:**

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

**Section 2.6. 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 III**  
**EMPLOYER AUTHORITY**

**Section 3.1. Employer Rights:**

The Union recognizes that the Employer has the full authority and responsibility for directing its operation and determining policy. The Employer, on its own behalf and on the behalf of its electors, reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Illinois and of the United States and any resolution passed by County elected officials and any rules and regulations of the Court. Further, all rights, which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer. Employer rights shall be limited only by the specific and express terms of this Agreement. Employer's rights include, but are not limited to the following:

- A. To plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the department;
- B. To establish the qualifications for employment and to employ employees and to determine the qualifications and competency of employees for promotion or transfer to other positions;
- C. To determine and establish reasonable rules of conduct and reasonable work rules;
- D. To determine and establish work schedules and assignments;

- E. To hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule, and assign employees to positions and create, modify, and eliminate positions.
- F. To take disciplinary actions against employees for noncompliance with the policies, procedures, and expectations of the Department;
- G. To establish work and productivity standards and to amend such standards; and establish and/or revise performance standards or norms;
- H. To lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations;
- I. To determine the size and composition of the work force;
- J. To determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- K. To contract out for goods and services;
- L. To take whatever action is necessary to comply with State and Federal law;
- M. To maintain the efficiency of Judiciary operations and services;
- N. To take whatever action is necessary to carry out the functions of the Judiciary in emergency situations;
- O. To establish wage rates for any new or changed classifications;
- P. To set its overall budget.

**Section 3.2. Employer Obligation:**

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

**Section 3.3. 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.

**Section 3.4. Union and Employer Meetings:**

For the purpose of conferring on matters of mutual interest, which are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet at least every six (6) months through designated representatives at the request of either party and at mutually agreed upon dates, times, and locations. The Union and Employer shall each designate not more than three (3) representatives to a labor-management committee for this purpose. Arrangements for such meetings shall be made in advance and a written agenda of the matters to be discussed at the meeting shall be exchanged by the parties five (5) days prior to the date of the meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

**ARTICLE IV**  
**UNION RIGHTS**

**Section 4.1. Union Activity:**

Employees shall, after giving appropriate notice and receiving approval from their Regional Manager, be allowed reasonable time off during working hours to attend grievance hearings, labor-management meetings, and Employer sponsored committee meetings. No request for a leave shall be considered unless by the Director and the Director shall not grant approval, if, in his judgment, such absence from duty at the particular time requested would substantially interfere with the conduct of business.

**Section 4.2. Union Business Access:**

- A. One Union representative will be permitted at reasonable times to enter the appropriate Employer facility for purposes of attending grievance meetings or observing conditions under which employees are working. The business representative will be identified to the Manager or designee in writing. On each occasion the Union representative will first secure the approval of the Regional Manager to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Department rules applicable to non-employees.
- B. Appointments and/or schedules for all necessary Union business meetings, involving two (2) or more people from the Bargaining Unit on Employer premises, shall be made in advance, with the Regional Manager or designated representative.
- C. Meeting rooms may be made available, at reasonable times, upon request by the Union, so long as it does not interfere with Department operations.

**ARTICLE V**  
**HOURS OF WORK AND OVERTIME**

**Section 5.1. Regular Work Periods:**

A. **Normal Workweek and Hours:**

Each regular full time employee is compensated with a bi-weekly salary, which represents two-40 hour workweeks. The workweek begins Sunday at 12:01 a.m. and ends at midnight on Saturday. In order to receive the full salary and commensurate benefits, the employee must account for 40 hours each workweek in the form of actual time worked and approved paid leave time. For purposes of overtime, meal periods and paid leaves are not considered actual time worked.

Generally, the hours of work for each regular full time employee will consist of a set eight hour, Monday through Friday, workday between the hours of 8:30 a.m. and 4:30 p.m. Employees may request an alternate hours of work schedule corresponding to 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. Also, there shall be an 11:00 a.m. to 7:00 p.m. shift once per week. Employees may be assigned up to 8 additional late nights annually to meet operational needs. No employee shall be required to work more than 8 additional nights per year, absent emergency conditions. Finally, in offices that contain morning hours of 7:00 a.m. to 3:00 p.m. to meet the needs of clients, an employee may be assigned to cover this shift. Once a shift is assigned, the employee is expected to work that shift unless otherwise authorized by the Regional Managers. The starting and ending times may change based on the operational needs of the Department, as determined by the Regional Managers, or as requested by the Supervisor and approved by the Regional Manager.

B. **Training and Meetings:**

Supervisors will adjust their hours of work to meet training and meeting responsibilities as established by the Employer.

C. **Meal Period:**

All employees will be granted a one hour paid meal period during each full work shift. Generally, lunch periods will be taken near the midpoint of the shift, as assigned by the Regional Manager. Employees will make notification as approved by the Regional Manager as to when the meal period is taken. It is assumed that this lunch period or meal period is taken each day unless the Regional Manager, or designee, gives approval to the contrary. The employee will not work through the lunch hours or meal periods in order to accrue overtime.

D. Flex Time:

Providing there is no conflict with the needs of the Court and the Department, the work schedule may also be adjusted to accommodate temporary or time limited extraordinary circumstances of an individual employee. Likewise, the Employer may adjust an employee's work schedule to meet the operational need of the court and the Department. Accommodation for adjusted work schedules must be previously approved by the Director/designee.

**Section 5.2. Chief Judge/Constitutional Authority:**

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 5.3. Compensatory Time:**

- A. It is expected that all assignments can be accomplished during an employee's regularly scheduled work week. However, when operational needs require overtime work, such overtime must be approved by the employee's supervisor, prior to the overtime work being performed, except in crisis situations where prior approval cannot be secured. Also, involuntary overtime assignments may be directed by the Employer to meet the operational needs of the office.

Employees shall be eligible to earn compensatory time at the rate of one and one half (1-1/2) hours for every hour actually worked in excess of 40 hours in a work week. Lunch hours and paid leaves are not considered actual work and are not part of this calculation of overtime.

Employees shall be eligible to earn compensatory time at the rate of one (1) hour for every hour worked when the sum of the actual time worked and the approved paid leave time is in excess of 35 hours in a work week.

Compensatory time may be accrued initially in no less than thirty (30) minute increments and then fifteen (15) minute increments thereafter.

Employees may combine the use of any accrued benefit time except sick leave. Employees may use accrued compensatory days consecutively.

- B. Use: Requests for use of compensatory time must be made as follows:

Amount of Compensatory Time	Request Period (work days)
1 day or less	1 day
Up to 3 days	3 days
3 to 5 days	7 days
More than 5 days	14 days

Emergency circumstances may arise where an employee is unable to meet the above request period requirements. Under such circumstances, an employee may nonetheless be allowed to use accrued compensatory time if, in the Employer's sole discretion, operational needs allow such use.

**ARTICLE VI  
VACATIONS**

**Section 6.1. Vacation Leave:**

- 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
1 <sup>st</sup> through 6 <sup>th</sup>	10 working days	20 working days
7 <sup>th</sup> through 14 <sup>th</sup>	15 working days	30 working days
15 <sup>th</sup> through —	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial date of employment at 3.08 hours per pay period, with the rate of accrual increasing thereafter on the sixth (6<sup>th</sup>) anniversary to 4.62 hours per pay period and on the fourteenth (14<sup>th</sup>) anniversary to 6.16 hours per pay period. A pay period is one in which an employee is in pay status for 80 hours in a pay period of two weeks.
- C. Employees may use only such vacation leave as has been earned and accrued.
- D. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of

Greater Chicago and/or the Chicago Board of Education 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.

- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- H. Holidays recognized by the Employer are not to be counted as part of a vacation.

**Section 6.2. Vacation Preference and Scheduling:**

- A. Subject to operational needs, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested, first granted basis. Where two or more employees in the same department request vacation on the same day for the same calendar period and all employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.
- B. Vacation time scheduled may be revoked by the Employer in advance or in the course of being taken to meet the operational need of the Office, but shall be limited to emergency situations. Additionally, to maintain continuity of services, it may be necessary to limit or prohibit vacation during a particular period.
- C. Requests for vacation time shall be made in the following manner:

Amount of Vacation	Request Period (work days)
More than 1 but less than 3	5 days
3 to 5	10 days
More than 5	20 days

All requests must be made on the appropriate department form and submitted to the supervisor for consideration. Emergency circumstances may arise where an employee is unable to meet the above request time requirements. Under such circumstances, an employee may nonetheless be allowed to use accrued vacation time if in the Employer's sole discretion operational needs allow such use.

**ARTICLE VII**  
**WELFARE BENEFITS**

**Section 7.1. Health Insurance:**

- A. The County agrees to maintain the current level of employee and dependent health benefits, and employees shall contribute, in aggregate, by offset against wages, in accordance with Appendix D.
- B. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.

**Section 7.2. 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), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 7.3. Dental Plan:**

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

**Section 7.4. 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 7.5. 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 7.6. 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 7.7. 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.

**Section 7.8. Sick Leave:**

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 3.70 hours per pay period. Accrued sick leave will carry over if employees change offices or departments with the County, as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminated all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive workdays of absence due to illness, employees shall submit to their Director/designee a doctor's certificate as proof of illness. 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 before 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 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 an Employer 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 vacation, sick leave, and personal days provided a doctor's excuse is submitted.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.
- G. The furnishing of false information in connection with the sick leave usage or the failure to submit verification when required may result in retroactive denial of the requested leave and/or disciplinary action.

#### **Section 7.9. Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as a result thereof, shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Disability benefits will be reduced by any Workers' Compensation Benefits received. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount up to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31<sup>st</sup>) day following disability, fifty percent (50%) of salary while disabled. Employees are eligible for three (3) months of disability pay for each full year of service. The first thirty (30) consecutive days of ordinary disability are compensation for only by the use of any accumulated sick pay and/or vacation pay credits only, unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation

time for any day of duty disability. All of the provisions of this section are subject to change in conjunction with changes in State laws.

**Section 7.10. Pension Plan:**

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

**ARTICLE VIII  
ADDITIONAL BENEFITS**

**Section 8.1. Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family shall include mother, father, husband/wife, child (including stepchildren and foster children), brothers/sisters, grandchildren/grandparents, and spouse's parents.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted subject to operational needs, but time used shall be deducted from the accumulated compensatory time of the employee, then, if no compensatory time is available, from either the accumulated vacation or personal leave of the employee making the request.
- C. The employee shall provide satisfactory evidence of death and attendance at the funeral if so requested by the Employer.

**Section 8.2. Parental Leave:**

Employees shall be granted parental leaves of absence due to the birth or adoption of a child. The length of such leave shall not exceed six (6) months, inclusive of twelve weeks of FMLA. Except when notice is impossible (i.e. adoption situations), employees will notify the Human Resources Office of the length of their leave and their expected date of return at least ninety (90) days prior to his or her expected date of commencement of leave. If an employee desires to request an extension of said leave, the employee shall make said request to the Deputy Director of Human Resources no later than fourteen (14) days prior to their original return date unless an emergency arises which prevents the request for extension of leave within stated time. An extension may be granted at the sole discretion of the Employer.

**Section 8.3. Jury Duty:**

Approval will be granted for leave with pay for employees summoned for any jury duty.

However, any compensation, less travel allowance, must be turned over to the payroll department.

**Section 8.4. Personal Days:**

All full time employees shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at 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 observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ( $\frac{1}{2}$ ) day at a time. If the health of the employee warrants prolonged absence from 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 shall not be unreasonably denied. Severance of employment shall terminate all rights to accrued personal days.

Total of one (1) personal day accrued each year may be used in  $\frac{1}{4}$  day increments throughout the year. Usage of this time is subject to Regional Manager's approval.

**ARTICLE IX**  
**SENIORITY**

**Section 9.1. Probationary Period:**

After the date of this Agreement, the probationary period for a new employee into a classification covered by this Agreement, or an employee hired after a break in continuous service shall be six (6) months after completion of initial training. A probationary employee shall have no seniority and may be demoted or disciplined 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. Should the Employer terminate an employee who obtained the position internally (promotion, transfer, demotion, etc.) during the probationary period, the termination shall be subject to the grievance procedure of this Agreement. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

**Section 9.2. Definition of Seniority:**

- A. Seniority is an employee's length of most recent continuous employment with the Employer as a Supervisor (see Section 12.14).
- B. For purposes of vacation accrual, wages and pension, seniority shall be defined as the length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee with the County (see Section 12.14).
- C. For purposes of reduction in work force, layoff and recall, seniority shall be determined by:
  - Promotion date as a Social Service Supervisor,
  - Hire date as a Social Service employee, then
  - Employee number

**Section 9.3. Reduction in Work Force, Layoff, and Recall:**

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, the surplus employees in the classification shall be removed from it in inverse order of seniority in the bargaining unit. Employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired. Employees will be recalled to the classification held by them at the time the decrease in the work force is first put into effect, if a vacancy exists.

**Section 9.4. Termination of Seniority:**

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

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Absence for three (3) consecutive work days without notification to the Director or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
- D. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer, for such failure to report for work;

- E. Absence from work because of layoff for any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- F. Failure to report for work upon recall from layoff within ten (10) working days after notice to report for work is sent by registered or certified mail or by telegram to the employee's last address on file with the Personnel Department of the Employer;
- G. Engaging in gainful employment while on an authorized leave of absence.

**Section 9.5. Seniority List:**

- A. On the effective date of this Agreement, the Employer shall prepare a seniority list which shows the dates of hire, the names, and job titles of all employees within the bargaining unit entitled to seniority.
- B. In January of each year the Employer will provide the Union with an up-to-date copy of the seniority list.

**Section 9.6. 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 9.7. Transfer of Stewards:**

Employees acting as Union Stewards shall not be transferred from their job classification or department because of their activities on behalf of the Union. Any transfer of Union Stewards from their job classifications or departments, other than emergency or voluntary bid, will be accomplished upon notification to the Chief Union Steward in advance of any such transfer.

**ARTICLE X**  
**FILLING OF VACANCIES**

**Section 10.1. Filling of Vacancies:**

Vacancies are positions defined as any opening, position, assignment, promotion, or transfer created for any reason that require the position to be filled by employees. No other employee(s)

shall fill vacancies or perform their duties or assignments other than the employees of this bargaining unit.

A. Posting:

New positions shall be posted for bid at all major worksites of the Social Service Office for a period of ten (10) working days, and such postings shall state the grade, assignment, and requirements. Other vacancies shall be filled via the permanent bid list and shall be in accordance with the section on priority.

B. Permanent Bid List:

At any time, employees may request a bargaining unit position of a division, regardless of whether such position is currently vacant. Such requests shall be submitted via a "Transfer of Assignment Request" form approved by the parties to this contract. An employee's request for a transfer of assignment shall be submitted to the Regional Manager on the approved form. The Regional Manager must forward the completed form to the Personnel Section within three (3) days of receipt from the employee.

The Employer will retain a "Transfer of Assignment Request" for 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 or assignment. Once a "Transfer of Assignment Request" is granted, and served upon the employee, the employee may not refuse that transfer or assignment. An employee may maintain up to four (4) 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 quarterly 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 position is created, the Union shall receive the same.

**Section 10.2. 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 meets the following criteria:
1. Completion of established training hour requirements for the previous year, unless otherwise prevented by the Employer from completing..
  2. No suspensions for the past two years and no written reprimands within the past 18 months.
  3. Passes a written threshold test, if required.
  4. Completion of an interview, if required.
  5. Possesses specialized skills or other expertise in a particular area if the position has a prerequisite for such skills or expertise.
- C. An employee may not be considered for reassignment for eighteen (18) months after receive a new position except for "new positions" or when otherwise required by operational needs. The Employer retains the right to transfer one (1) employee annually to meet operational needs of the Department outside of and without consideration of the bid process or bid list. To the extent possible, this type of transfer shall be the least disruptive amongst the bargaining unit employees. Individual employees may be transferred to fill temporary vacancies created for any reason for a period not to exceed sixty (60) days. At the completion of the sixty (60) day period, the transferred employee shall be returned to the previous assignment held prior to the transfer. If the temporary vacancy continues for more than one hundred twenty (120) days, the position shall be put up for bid, should the Employer determine the position to be vacant.

## **ARTICLE XI** **HOLIDAYS**

### **Section 11.1. Designation of Holidays:**

- A. Except in emergency and for necessary operations, all full time employees in the bargaining unit are entitled to a holiday on each occasion that the Circuit Court of Cook County is closed for a court holiday. 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 Chief Judge.

**Section 11.2. Holiday in Vacation:**

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

**Section 11.3. Work on a Holiday:**

If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at his/her straight time rate for all hours actually worked and will receive a mutually agreed upon day off for which he/she will receive pay at his/her usual daily rate of compensation. An employee scheduled to work on a holiday but fails to report shall not be eligible for a paid holiday. An employee scheduled to work on a holiday who calls in sick shall not be eligible for the paid holiday unless medical documentation acceptable to the Employer is provided, which shall not be unreasonably rejected. Employees will be compensated at the rate of time and one-half (compensatory time) for working on the following six (6) holidays:

New Year's Day  
Labor Day

Memorial Day  
Thanksgiving

Independence Day  
Christmas Day

**Section 11.4. Eligibility:**

To be eligible for holiday pay, an employee must have worked or been in paid status the regularly scheduled number of hours on the last day before and first scheduled day after the holiday. For purposes of this paragraph, "paid status" is not limited to a day in which work is actually performed. The term shall also include any paid leave or compensatory time used as previously approved by the supervisor.

**Section 11.5. Floating Holiday:**

In addition to holidays listed, employees shall be credited with one (1) floating holiday on December 1<sup>st</sup> of each year, which must be used by the employee between December 1<sup>st</sup> and November 30<sup>th</sup>. 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. Use of the floating holiday is limited to full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with the current practice, provided that the employee has submitted at least three (3) requests for such floating holiday by September 1<sup>st</sup> 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 times the hours actually worked in compensatory time.

**ARTICLE XII**  
**LEAVES**

**Section 12.1. Regular Leave:**

An employee may be granted a leave of absence without pay by the Director or designee. Such leave shall be limited to one (1) month for every full year of continuous employment with the Social Service Department, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to their immediate supervisor, who will then forward the request to the Director who will then forward same to Director or designee. The request 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.

**Section 12.2. Seniority on Leave:**

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

**Section 12.3. Retention of Benefits:**

An employee will not earn sick, personal day, or vacation credits while on a leave of absence without pay. An employee on a leave of absence except for parental leave or leave provided by the Family Leave Act will be required to pay the cost of the insurance benefits 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 Human Resource 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 12.4. Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the reemployment rights provided for in the Universal Military Service and Training Act of 1951, 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 12.5. Veterans' 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 meet the following conditions:

- A. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
- B. They must register with the credentials committee at the convention headquarters.
- C. 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.
- D. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
- E. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 12.6. Approval of Leave:**

No request for a leave will be considered unless approved by the Director and the Director shall not grant approval if, in his judgment, such absence from duty at the particular time requested would substantially interfere with the conduct of business.

**Section 12.7. Family Medical Leave Act (FMLA):**

Eligible employees are entitled to up to twelve (12) workweeks unpaid leave per rolling 12-month period for FMLA. Insurance coverage shall be maintained only in accordance with FMLA

leave, i.e., up to twelve (12) weeks and meeting FMLA standards. At the employee's option, the employee may utilize any accrued paid time of option in lieu of unpaid leave status. During such leave, all applicable benefits shall continue to accrue. Upon giving notice to the employee, FMLA will be charged to an employee any time an employee requests parental, maternity, personal, disability, and medical leave of absence that is also FMLA eligible. Time off for an employee injured on duty shall not be applied to FMLA, provided the time off injury is determined to be covered under Workers' Compensation.

**Section 12.8. 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 Employer service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

**Section 12.9. Use of Benefit Time:**

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

**Section 12.10. Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated, or appointed to participate in duly authorized business of the Union, which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, with pay, to attend State and National conferences and conventions of the Union, not to exceed five (5) work days for all employees. Sick pay, vacation, and insurance benefits will be provided as set forth in Section 3 of this Article.

**Section 12.11. Victims' Economic Security and Safety Act (VESSA):**

Eligible employees are entitled to up to twelve (12) workweeks unpaid leave per rolling 12-month period as a result of domestic violence to: seek medical attention or counseling for injuries or psychological trauma, obtain victim services, relocate, seek legal assistance or participate in a related court proceeding. While on leave, the Employer will continue any applicable benefits. At the employee's option, the employee may utilize any accrued paid time off option in lieu of unpaid leave status. If the qualifying event is eligible for both VESSA and FMLA leave, then these leaves will be charged concurrently. Time off for an employee injured on duty shall not be

applied to VESSA, provided the time off injury is determined to be covered under Workers' Compensation.

**Section 12.12. Illinois Family Military Leave Act (IFMLA):**

Eligible employees are entitled to up to thirty (30) days unpaid leave per calendar year for job-protected leave to visit with a spouse or child who has been called into military service for a period lasting longer than 30 days. While on leave, the Employer will make it possible for an employee to continue any benefits at the employee's expense. Employees shall not take IFMLA leave unless the employee has exhausted all accrued vacation, personal, and/or compensatory time. Employees returning from family military leave must be restored to the same position or to a position with equivalent seniority, benefits, and pay. The Employer is prohibited from interfering with or restraining an eligible employee's request for leave and cannot take any adverse job action against an employee who exercises his or her rights under the Act.

**Section 12.13. Grievance Remedies:**

Members of the bargaining unit asserting a violation of FMLA, VESSA, or IFMLA sections under this Article may process their grievance up to, but not including, the arbitration step of the grievance process. Employees dissatisfied with the disposition of their grievance under this Section may seek redress before the appropriate administrative agency or court.

**Section 12.14. Change in Anniversary Date:**

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

**ARTICLE XIII**  
**DISCIPLINARY PROCEDURE**

**Section 13.1. Policy:**

The Employer has the right to discipline employees for just cause. The Employer may only impose the types of discipline listed in Section 13.2. of this Article. Discipline shall be progressive in nature and corrective. Progressive discipline need not be followed in major cause infractions.

**Section 13.2. Types of Discipline:**

The Employer may only impose the following types of discipline:

- A.
  - 1. Oral reprimand (documented)
  - 2. Written reprimand
  - 3. Suspension(s)
  - 4. Termination
  
- B. Employees may be demoted for just cause after conclusion of the probationary period.

**Section 13.3. Investigatory Meeting:**

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is subject of the investigation. If an investigatory meeting is conducted, any employee who is subject of the investigation or reasonably believes that disciplinary action may result because of such meeting shall be entitled to union representation upon request.

**Section 13.4. Pre-Disciplinary Hearing:**

A. Purpose

Prior to the imposition of suspensions or terminations, the Director or designee shall convene a pre-disciplinary meeting. The Director or 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 and/or charges.

B. Representation

The employee is entitled to have Union representation present at the pre-disciplinary meeting if the employee so requests.

C. Extensions

Reasonable requests for extensions of time for rebuttal purposes may be allowed by the Director/designee.

D. Notices

The Employer will notify the employee of the date of the pre-disciplinary hearing not less than two (2) working days prior to the hearing date. The Employer will provide the employee and Union with the date, time, and location of the hearing and the reason(s) for the contemplated discipline.

**Section 13.5. Oral and Written Reprimands:**

In cases of oral and written reprimands, the Employer must inform the employee that the employee is receiving an oral or written reprimand and provide the employee with the reasons for such discipline. A copy of the oral or written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 13.7 of this Article.

**Section 13.6. Notification and Disciplinary Action:**

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

**Section 13.7. 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 records if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's records, despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

**Section 13.8. Temporary Suspension:**

When the Employer believes the 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 procedural manual, which are established to promote the integrity of the Department and the Judiciary, and/or criminal charges are pending against an employee, that employee may be placed on Unpaid Temporary Suspension (UTS). A UTS shall only last up to forty-five (45) calendar days for actions not involving criminal charges. Where criminal charges are pending against an employee, UTS will last until the resolution of the criminal charges or for a 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 lapsed.

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.

## **ARTICLE XIV** **GRIEVANCE PROCEDURE**

### **Section 14.1. 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.

A dispute between an employee (or his/her covered dependent) and the process of claims shall not be subject to the grievance procedure provided for in this Agreement. Oral reprimands are not subject to the grievance procedure. Written reprimands may only be grieved through Step 3 of the grievance procedure.

### **Section 14.2. Representation:**

Only the aggrieved employee(s), and/or representatives of the Union, may present grievances. Employees or the Labor Council may take up grievances through Steps 1 to 3 either on their own, 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 a Union representative shall have the right to be present at such a resolution. A grievance may be initiated at Step 2, 3, or 4 by mutual agreement between the Union and Employer. In a grievance involving the Union's own interests or rights with the Employer, the Union must be party to such mutual agreement.

All grievances must be in writing and contain a statement of the facts, the provision(s) of the Agreement that 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 14.3. Meetings:**

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. 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. Grievance meetings will be scheduled as not to disrupt the operations of the Department.

**Section 14.4. Grievance Procedure Steps:**

The steps and time limits as provided are as follows:

Step	Submission	To Whom Submitted	Meeting Time	Response Time
1	30 Days	Regional Managers	15 Days	15 Days
2	10 Days	Director/Designee	15 Days	15 Days
3	30 Days	Chief Judge/Designee	25 Days	25 Days
4	30 Days	Arbitration	30 Days	30 Days

**Section 14.5. Submission Time and Limits:**

The initial time limit for presenting a grievance shall be 30 days. Time limits may be extended by mutual agreement between the parties. Submission time will be calendar days, and meeting and response times shall be work days.

**Section 14.6. Stewards:**

The Union will advise the Employer in writing of the names of all the stewards 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 loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not interfere with their work performance. On each occasion, stewards will obtain approval from their supervisor or an appropriate supervisor before leaving their work assignment area. Stewards will handle grievances at their own work location. In the event a steward is unavailable, the steward from the worksite closest to the grievance location will process the grievance.

**Section 14.7. Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the Employer's department for purposes of handling grievances or observing conditions under which employees are working. These representatives will be identified to the Director/designee, and on each occasion will first secure the approval of the Director/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 14.8. Impartial Arbitration:**

If the Labor Council is not satisfied with the Step 3 answer, it may, within thirty (30) days after receipt of the Step 3 answer, submit in writing to the 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 the 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 seven (7) days of the 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 by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives 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. The arbitrator's decision must be based solely upon the 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 or reasonable time thereafter.

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 fees.

**ARTICLE XV**  
**CONTINUITY OF OPERATION**

**Section 15.1. No Strike:**

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

**Section 15.2. Union Liability and Duty:**

In addition to any other liability, remedy, or right provided by applicable law or statute, should any strike, sit down, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Advise the Employer in writing that such action by the employees has not been caused or sanctioned by the Union;
- B. Notify employees of its disapproval of such action and instruct employees to return to work immediately;
- C. Post such notices at Union bulletin boards advising that it disapproves of such action and instruct employees to 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 15.3. 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 15.4. 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 15.5. Reservation of Rights:**

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

**ARTICLE XVI**  
**MISCELLANEOUS**

**Section 16.1. No Discrimination:**

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

**Section 16.2. Savings Clause:**

In the event if any provision of this Agreement should be rendered or declared unlawful, invalid, or unenforceable by reason by any Federal or State law no existing or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions herein. The parties agree to meet and adopt revised provisions that would be in conformity with the law.

**Section 16.3. Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at a rate in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by County policy.

**Section 16.4. Personnel Files:**

Employees may inspect their personnel files at times and in the manner prescribed by the Illinois Personnel Records Act.

**Section 16.5. Sub-Contracting:**

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

The Employer will advise the Union as early as possible, but no less than two (2) months in advance when such changes are contemplated, and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act. The Employer will work the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 16.6. Dual Employment:**

Employees are subject to the Employer's current (as existed on 4-1-07) policy on dual employment.

**Section 16.7. Health and Safety:**

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. Health and safety issues shall be addressed through labor/management meetings.

**Section 16.8. Payroll Deductions:**

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

**Section 16.9. Meeting Rooms:**

Upon prior approval, the Employer agrees to make available conference and meeting rooms for Union members and officials while off duty.

**Section 16.10. Bulletin Boards:**

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Director for approval and posting. Permission to post shall not be unreasonably denied.

There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided.

**Section 16.11. Equipment/Identification:**

When the Employer provides necessary equipment needed for employees to perform their duties, the employees shall be responsible for equipment and Department identification that is supplied by the Employer. Employees shall be required to reimburse the Department for replacement of identification/equipment that is lost or destroyed through the negligence of the employee.

**Section 16.12. 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 16.13. Americans with Disability Act:**

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all reasonable 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 any employee. Nothing in this section shall require the Employer to take any action which would violate the ADA or any other applicable statute. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner. Grievances involving this section shall begin at Step 2 of the grievance procedure.

**Section 16.14. Communicable Diseases:**

The Employer will endeavor to take all reasonable and necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, the Employer agrees to address all concerns regarding communicable diseases at labor-management meetings.

**ARTICLE XVII**  
**RATES OF PAY**

**Section 17.1. Rates of Pay:**

See following page.

Section 17.1. Rates of Pay

Thirty days after ratification of the collective bargaining agreement, salary for PS3 supervisors will be increased as follows.

Effective on November 30, 2006, the salary rates will be the following:

	1 <sup>ST</sup> STEP	2 <sup>ND</sup> STEP	3 <sup>RD</sup> STEP	4 <sup>TH</sup> STEP	5 <sup>TH</sup> STEP	AFTER TWO YEARS AT 5 <sup>TH</sup> STEP	LONGEVITY RATE & 10 YRS SERVC	LONGEVITY RATE & 15 YRS SERVC	LONGEVITY RATE & 20 YRS SERVC
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

Effective with the 1<sup>st</sup> full pay period on or after 12-1-06 1.5%

Effective with the 1<sup>st</sup> full pay period on or after 6-1-07 2.5%

Effective with the 1<sup>st</sup> full pay period on or after 12-1-07 2%

Effective with the 1<sup>st</sup> full pay period on or after 6-1-08 2.75%

**Section 17.2. Bilingual Pay:**

Upon implementation of this Agreement, employees whose assignments regularly required the use of bilingual skills or to use sign language skills in fulfilling their job duties shall receive an additional \$50.00 per month. The determination as to whether or not an employee or a position is entitled to bilingual pay shall be made by the Employer in its sole discretion.

**ARTICLE XVIII  
EDUCATION/TRAINING/DEVELOPMENT**

**Section 18.1. Employee Development and Training:**

The opportunity to attend courses and conferences offered by the Employer shall be offered to employees on an equitable basis.

**Section 18.2. Education:**

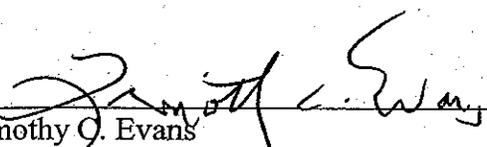
The Employer must grant an employee leave up to a total of 8 hours without pay during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147.

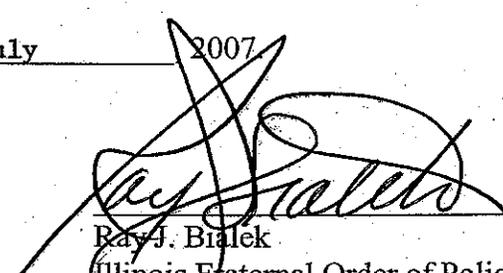
**ARTICLE XIX  
DURATION**

This Agreement shall become effective on 12/1/06, and shall remain in effect through November 30, 2008. Either party may 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 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 the Union shall give the other party five (5) calendar days written notice of cancellation.

Signed and entered into this 25th day of July 2007

  
\_\_\_\_\_  
Timothy O. Evans  
Chief Judge of the Circuit Court  
of Cook County

  
\_\_\_\_\_  
Ray J. Bialek  
Illinois Fraternal Order of Police  
Labor Council

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**

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

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

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

**OUTPATIENT SERVICES (MEDICAL & SURGICAL)**

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

**OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)**

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% *

**INPATIENT SERVICES (MEDICAL & SURGICAL)**

**BENEFIT OVERVIEW**

**HMO**

**PPO**

	<b>Current Benefits through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
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% *

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	

**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.

**Employee Contributions  
Effective June 1, 2008**

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

**Employee Contributions  
Effective June 1, 2008**

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