

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**Illinois Fraternal
Order of Police
Labor Council**

And

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

November 19, 2007 through November 30, 2008

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PREAMBLE

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

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

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

ARTICLE I RECOGNITION

Section 1.1: Unit Description

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

All full-time Cook County State's Attorney's First Line Investigation Supervisors ("Supervisors") working for the Cook County State's Attorney Office, in accordance with the Illinois State Labor Relations Board Case No. S-RC-08-009.

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

ARTICLE II COUNCIL DUES DEDUCTION

Section 2.1: Dues Deduction

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

The Employer agrees to provide newly appointed Supervisors with a dues deduction form within 10 days of their appointment date and further agrees to notify the Council of any change in Supervisor status including but not limited to new hires, resignations, promotions and demotions, etc., within 30 days of the effective date.

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

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

Section 2.2: Fair Share Deduction

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

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

Section 2.3: Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Employer's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE III COUNCIL RIGHTS

Section 3.1: Activity During Working Hours

Supervisors shall, after giving appropriate notice to the Employer through the appropriate chain of command, be allowed reasonable time off with pay, if scheduled to work, to attend collective bargaining sessions with the Employer, grievance hearings or grievance meetings, if their attendance is reasonably necessary and as long as such attendance does not interfere with the Employer's operational needs.

Section 3.2: Access to Worksites by Council Representatives

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

Section 3.3: Attendance at Labor Council Meetings

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

Section 3.4: Labor Council Delegates

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

ARTICLE IV NO STRIKE

Section 4.1: No Strike Commitment

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

Section 4.2: No Lockout

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

Section 4.3: Resumption of Operations

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

Section 4.4: Council Liability

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

Section 4.5: Discipline of Strikers

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

Section 4.6: Judicial Restraint

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

ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

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

Section 5.2: Representation

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

Section 5.3: Procedure

STEP 1 Any Supervisor or Council representative, who has a grievance, shall submit the grievance in writing (on the form attached as Appendix E) to the Senior Supervisor. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, how they have been violated, and the relief sought. All grievances shall be filed within seven (7) calendar days from the date of occurrence or seven (7) calendar days from the date which the grievant could reasonably have learned of the circumstances which give rise to the grievance. The Senior Supervisor shall offer to discuss the grievance with the grievant and/or the Council at a mutually agreed upon date and time within seven (7) calendar days after receiving the grievance. Thereafter, the Senior Supervisor shall render a written response to the grievant within seven (7) calendar days after receipt of the grievance, in the event the grievance is not settled at said meeting. A grievance not timely filed shall be deemed waived.

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

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

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

STEP 5 If the grievance is not settled at step 4, and the Council wishes to appeal the grievance, it may refer the matter to arbitration in writing within fourteen (14) calendar days of receipt of the State's Attorney's response at step 4. The arbitration shall proceed as follows:

A. A representative of the Employer and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer and the Council. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a letter from either the Employer and/or the Council. The letter shall request the arbitrator to set a time and date for hearing the grievance, subject to availability on the part of the Employer and the Council. Hearings shall be conducted within the County of Cook at a mutually agreed upon location.

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

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

ARTICLE VI DISCIPLINE

Section 6.1: Disciplinary Standard

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

Section 6.2: Definition

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

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

Generally, disciplinary measures will be confined to the foregoing. However it is understood that where a Supervisor abuses or misuses an Employer-issued vehicle, the Employer reserves the right to suspend and/or restrict the Supervisor's use of the vehicle. Additionally, the Employer reserves the right to reassign Supervisors in connection with disciplinary action taken under this Article. Discipline shall be imposed promptly after the Employer is aware of the event or action-giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 6.3: Manner of Discipline

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

Section 6.4: Suspension Pending Discharge

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

Section 6.5: Pre-Disciplinary Meeting

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

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

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

Section 6.6: Oral Reprimands

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

Section 6.7: Notification and Measure of Disciplinary Action

(a) In the event disciplinary action is taken against a Supervisor, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Supervisor and the Council in writing with a clear and concise statement of the reasons therefore.

The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances except for suspension pending discharge.

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

Section 6.8: Cases Involving Summary Punishment

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

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

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

ARTICLE VII SENIORITY

Section 7.1: Seniority Defined

(a) A Supervisor who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the Supervisor's number of years of service for pension purposes. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

(b) Seniority, for the purpose of sick leave accrual, is defined in Article 25 of this Agreement.

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

(d) Seniority, for other purposes, except layoffs or a reduction in the number of bargaining unit positions, is defined as a Supervisor's continuous length of full-time service as an Investigator and/or a Supervisor with the Employer, whichever is longer.

(e) If a reduction in the number of bargaining unit positions occurs, Supervisors will be demoted to the rank of Investigator in reverse seniority order, according to the Supervisor's continuous length of full-time service in the rank of supervisor. If promoted to the rank of Supervisor on the same date, seniority will be determined by the continuous length of full time service as an Investigator with the Employer. For Supervisors who have the same promotion and hire date, seniority will be determined by lottery.

(f) Unpaid leaves exceeding one hundred and eighty (180) days shall be deducted from the total accumulated days of full-time service in determining seniority except military leaves, leaves resulting from duty-related injuries and leaves in accordance with the Family and Medical Leave Act of 1993. All disciplinary suspensions of thirty (30) days or greater shall be deducted from seniority.

ARTICLE VIII SUPERVISOR RIGHTS

Section 8.1: Personal Assets

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

Section 8.2: Release of Information

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

Section 8.3: Testimony

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

Section 8.4: Investigation of Supervisor

In any meeting called by the Employer, in which a Supervisor reasonably believes that discipline will result from the meeting, the Supervisor may request that a Council representative be present. The Law Enforcement Officer's Bill of Rights Act shall

apply to any inquiry, which may lead to disciplinary action, and shall be incorporated herein by reference.

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

The Employer shall not order, or otherwise cause, any investigation to be conducted on a Supervisor, without reasonable suspicion that the Supervisor has engaged, or is engaging in misconduct. A personnel complaint form (Appendix B) will promptly be completed for each investigation under this Section.

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

Section 8.5: Replacement of Personal Property

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

ARTICLE IX NON-DISCRIMINATION

Section 9.1: Equal Employment Opportunity

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

Section 9.2: Non-Discrimination

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

Section 9.3: Use of Masculine Pronoun

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

ARTICLE X IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (5 ILCS 315/14), or as may otherwise be mutually agreed.

ARTICLE XI LABOR-MANAGEMENT CONFERENCE

Section 11.1: Labor/Management Conferences

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Council and responsible representatives of the Employer. Such meetings may be requested by either party by placing in writing a request to the other for a "labor management conference."

ARTICLE XII DRUG TESTING

Section 12.1: Policy

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

Section 12.2: Prohibition

Supervisors shall be prohibited from:

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

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

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

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

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

Section 12.3: Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that a Supervisor is under the influence of alcohol during the course of the work day or illegal drugs at any time, the Employer shall have the right to require the Supervisor to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also implement random testing for Supervisors who are permanently and voluntarily assigned to a narcotics-related task force, including, but not limited to, Drug Enforcement Administration, Immigration and Customs Enforcement and States Attorney's Narcotics Strike Force. Employees may be selected for testing by any random lottery method by which each Supervisor has the same chance of selection. No employee shall be required to submit to random testing more than twice per calendar year. Finally, the Employer may test any Supervisor upon his return to work after a leave of absence of thirty (30) days or more, or suspension or layoff of thirty (30) days or more.

Section 12.4: Order to Submit to Testing

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

Section 12.5: Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of and the identity of each sample and test result. No Supervisor covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid, or hair from a Supervisor to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Supervisor;
- (e) collect samples in such a manner as to insure security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the Supervisor tested with an opportunity to have the additional sample tested by a NIDA accredited clinical laboratory within 48 hours of receiving the results of the test, at the Supervisor's own expense;

(h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;

(i) require that with regard to alcohol testing, for the purpose of determining whether the Supervisor is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that the Supervisor was under the influence at lesser concentrations;

(j) if an employee is required to leave work for a drug or alcohol test, the Employer will pay the employee for time lost from scheduled work for that day, provided the employee's test results are negative.

Section 12.6: Right to Contest

The Council and/or the Supervisor, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure.

Section 12.7: Voluntary Requests for Assistance

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

Section 12.8: Discipline

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

the influence” or who tests positive on a periodic test as described in this substance abuse policy may be terminated.

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

Section 12.9: Definitions for the Purpose of This Policy

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

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

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

ARTICLE XIII REDUCTION IN THE NUMBER OF BARGAINING UNIT POSITIONS

Section 13.1: Procedures for Reduction in the Number of Bargaining Unit Positions

The Employer may institute a reduction in the number of bargaining unit positions or layoff for legitimate, non-discriminatory reasons. Supervisors covered by this Agreement will be demoted to the rank of Investigator in accordance with their seniority date as defined in Section 7.1 (e) or laid off in reverse order of seniority. All Supervisors and the Council shall receive advance notice in writing of the reduction in the number of bargaining unit positions at least fourteen (14) calendar days in advance of the effective date of the reduction in the number of bargaining unit positions. The Employer shall not hire other parties to perform Supervisor duties while there are Supervisors on reduction or layoff.

The Employer and the Council agree that if there is a reduction in the number of bargaining unit positions the Employer will attempt to demote rather than layoff.

Section 13.2: Recall

Supervisors who are demoted or laid off due to a reduction in the number of bargaining unit positions shall be placed on a recall list for a period of twenty-four (24) months. If a vacancy in the Supervisors’ Bargaining Unit occurs while Supervisors are

demoted or laid off, a recall shall take place. When there is a recall, Supervisors who are on the recall list shall be recalled in the reverse order of their demotion or layoff.

ARTICLE XIV SUPERVISOR SECURITY

Section 14.1: Just Cause Standard

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

Section 14.2: Issued Equipment

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

ARTICLE XV INDEMNIFICATION

Section 15.1: Indemnification

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

Section 15.2: Legal Representation

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

ARTICLE XVI SAFETY ISSUES

Section 16.1: Safety Meetings

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

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

Section 16.2: Defective Equipment

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

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

ARTICLE XVII BULLETIN BOARDS

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

Supervisor bulletin boards will be located at: 26th & California, Domestic Violence, Maywood, Markham, Bridgeview, Juvenile, Skokie, Rolling Meadows and the Cook County Administration Building.

ARTICLE XVIII GENERAL PROVISIONS

Section 18.1: Examination of Records

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

Section 18.2: Exposure to Diseases

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

1. To provide training and/or distribute written materials to Supervisors regarding the protocols for preventing the spread of communicable diseases.
2. To make professional medical counseling available to any Supervisor who reasonably believes that he/she has become infected with TB, HIV or Hepatitis B during the course of his/her employment at no cost to the Supervisor. The Employer shall make available to the Supervisor who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or TB screening test vaccine at no cost to the Supervisor.
3. Specific concerns relating to health and safety of Supervisors may be handled in accordance with Section 16.1 (Safety Meetings) of this Agreement.

Section 18.3: Line of Duty Death Assistance

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

ARTICLE XIX MAINTENANCE OF BENEFITS

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

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

ARTICLE XX – MANAGEMENT RIGHTS

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

- (a) to determine the organization and operations of the Employer, including the right to determine the personnel, methods, means and facilities, by which operations are conducted;
- (b) to determine and change the purpose, size, composition, and function of the work force and of each of the constituent parts and subdivisions of the Employer and the work to be performed thereby;
- (c) to set reasonable standards of productivity for the services to be performed by all employees, including Supervisors;
- (d) to direct the Supervisors, including the right to assign and direct work and overtime;
- (e) to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train and transfer, assign, and schedule Supervisors;
- (f) to determine the number of Supervisors to be employed and to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve Supervisors

from duties because of lack of work or funds or other proper reasons;

- (g) to use independent contractors to perform work or services as long as such action does not diminish the bargaining unit;
- (h) to establish work schedules and to determine starting and quitting times of Supervisors and the number of hours to be worked;
- (i) to establish, modify, combine, abolish and determine the work content and functions of all positions and classifications;
- (j) to determine methods of operation, equipment, or facilities;
- (k) to determine the locations, methods, means, and personnel by which operations are conducted, including the right to determine whether services are to be provided or purchased;
- (l) to establish, implement, and maintain an effective internal control program;
- (m) to discipline in any manner or discharge Supervisors for just cause;
- (n) to establish and amend reasonable policies, procedures, rules, and regulations relating to Supervisors, and the job duties, conduct, and activities thereof and their terms of employment except as otherwise expressly provided or restricted herein;
- (o) to demote Supervisors;
- (p) to introduce new or improved research, production, service, materials, machinery, technology, and equipment;
- (q) to determine the number, locations, and operation of bureaus, divisions, sections and all other units of the Employer;
- (r) and to assign and re-assign Supervisors from one work unit, location or work assignment to another on a temporary or permanent basis;
- (s) to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission and duties of the Employer, provided such action is consistent with this Agreement.

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

ARTICLE XXI PERSONNEL FILES

Section 21.1: Number, Type and Content

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

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

Section 21.2: Inspection of Files

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

Section 21.3: Use of Official Personnel File Material

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

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

Section 21.4: Supervisor Notification

A copy of any disciplinary action related to Supervisor performance which is placed in the personnel file shall be given to the Supervisor (in which case the

Supervisor may be asked to sign to confirm receipt), or sent by certified mail to his last address appearing on the records of the Employer.

ARTICLE XXII EVALUATIONS

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

Written evaluations will be prepared annually by the Supervisor's Senior Supervisor. The evaluation shall be job-related. The evaluation shall be discussed with the Supervisor, and the Supervisor shall be given a copy after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. If a Supervisor disagrees with any portion of his/her evaluation, such disagreement and an explanation for it may be noted directly on the evaluation form.

ARTICLE XXIII SECONDARY EMPLOYMENT

Requests by Supervisors to be permitted to engage in secondary employment or business enterprises shall be reviewed on a case-by-case basis and shall be denied only for legitimate operational or policy-related reasons or other just cause. Supervisors working in the capacity of a law enforcement officer, security-related position or Investigator may be required to furnish proof of the secondary Employer's indemnification/liability insurance coverage. Additionally, Supervisors may be required to furnish copies of any licenses or registration cards or certificates as required by state law. The requests for secondary employment shall be submitted in writing to the Chief Investigator or his designee before accepting secondary employment. The Chief Investigator or his designee shall provide an answer to such request within ten (10) working days, unless otherwise extended by agreement. The Council reserves the right to grieve denials of secondary employment under this Section.

ARTICLE XXIV HOURS OF WORK AND OVERTIME

Section 24.1: Purpose of Article

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

Section 24.2: Work Schedules and Assignments

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

it be invoked in the absence of an operational need solely for the purpose of avoiding overtime.

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

Section 24.3: Hours of Work

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

Section 24.4: Overtime Compensation/Compensatory Time

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

B. Supervisors shall be compensated for all authorized hours of overtime work. All overtime compensation, whether in cash or compensatory time off, shall be computed at a rate of one and one-half (1 1/2) hours of compensatory time off/cash overtime compensation for each hour of authorized overtime worked. Effective 12/1/07, each Supervisor may elect to receive pay for up to one hundred thirty (130) hours of overtime worked (for a total payout of 195 hours) for the current fiscal year.

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

D. Each Supervisor may accrue a maximum of four hundred eighty (480) hours of compensatory time off. The Employer shall pay cash overtime compensation for authorized overtime which causes a Supervisor's balance of compensatory time off to exceed 480 hours. A Supervisor may take compensatory time off in increments of one (1) hour on seventy two (72) hours notice to the Employer, provided that such compensatory time off would not interfere with the Employer's operations (unless the Supervisor's immediate Senior Supervisor approves a shorter notice period). Where a Supervisor's accrued balance of compensatory time off exceeds four hundred (400) hours, the Employer may notify the Supervisor that he/she must utilize up to eighty (80) hours of compensatory time off within the next one hundred eighty (180) days to bring the Supervisor back down to 400 hours, but not below 400 hours. See letter attached as Appendix F. The Employer will issue the Appendix F letter between April 1st and May 1st. This notification is effective when the Supervisor actually receives it. If the Supervisor fails to utilize this compensatory time off within the one hundred eighty (180) days allotted, the Employer may schedule the Supervisor for up to eighty (80) hours of compensatory time off thereafter at the Employer's discretion. The Employer may only

require a Supervisor to utilize compensatory time as set forth above one (1) time in any calendar year.

Section 24.5: Pyramiding

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

Section 24.6: Call Back

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

Section 24.7: Court Time

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

ARTICLE XXV SICK TIME

Section 25.1: Sick Leave

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

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

Section 25.2: Use Of Sick Time

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

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

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

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

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

F. In order to become eligible for sick leave, a Supervisor must promptly notify his Senior Supervisor or Deputy Chief prior to the start of the Supervisor's scheduled shift. Records of sick leave credit and use shall be maintained by the Employer's Personnel Unit. Accrued sick leave balances will be made available to Supervisors.

G. If a Supervisor anticipates that he will be on sick leave for five days or longer, he must notify his Senior Supervisor or Deputy Chief of that fact before beginning the sick leave.

ARTICLE XXVI HOLIDAYS

Section 26.1: Holidays

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

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

* Other Holidays as may be designated by the State's Attorney.

In addition to the holidays listed, a Supervisor shall be credited with one (1) floating holiday on December 1 of each year which must be used by the Supervisor between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the Supervisor. The floating holiday will be scheduled in

accordance with the procedure for personal days selection. (i.e.: the floating holiday shall be scheduled in advance to be consistent with operating necessities and the convenience of the Supervisor, subject to the approval of the Supervisor's Senior Supervisor.) Use of the floating holiday is restricted to a full day increment.

Section 26.2: Holiday Compensation

Supervisors shall normally receive the designated holiday off with pay. If a Supervisor is scheduled to work on a designated holiday, the Supervisor shall receive overtime compensation for all hours worked on the holiday at the rate of time and one half (1 1/2) the Supervisor's regular hourly rate of pay. The Supervisor may elect to take compensatory time off or cash compensation at his or her choosing. If the Supervisor elects to take cash compensation for working a holiday, such cash compensation shall not be counted towards the annual cash compensation cap as provided in Section 24.4 of this Agreement. If a designated holiday falls on a Supervisor's regular scheduled day off, the Supervisor will receive eight (8) hours compensatory time or eight (8) hours pay, at his choosing.

Section 26.3: Personal Days

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

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

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

Personal days may not be used consecutively unless approved by the Supervisor's Senior Supervisor.

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

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

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

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

Section 26.4: Election Day

If a Supervisor who is a registered voter is scheduled to work on an election day and his/her schedule does not permit sufficient time before or after working hours for the Supervisor to vote, the Supervisor will be allowed two (2) hours off with pay during the work day for the purpose of voting. The Supervisor is required to notify his/her supervisor at least one day in advance.

ARTICLE XXVII LEAVES OF ABSENCE

Section 27.1: Bereavement Leave

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

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

Section 27.2: Disability Benefits

Supervisors incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Supervisors injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total/Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to Supervisors who are participants in the Cook County Employees' & Officers' Annuity and Benefit Fund. Duty disability benefits are paid to the Supervisor by the Retirement Board when the Supervisor is disabled while performing work duties. Benefits and benefit levels shall be provided in accordance with the Cook County Employees' & Officers' Annuity and Benefit Fund. Benefits amount to seventy-five percent (75%) of the Supervisor'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 Supervisor who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, plus an amount equal to the sum deducted for annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the Supervisor and the Employer otherwise agree. The Supervisor will not be required to use sick time and/or vacation time for any day of duty disability.

Section 27.3 Subpoenaed Appearance

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

Section 27.4 Temporary Light Duty

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

Section 27.5: Military Leave

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

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

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

Section 27.6: Maternity/Paternity Leave

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

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

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

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

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

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

Section 27.7: Family and Medical Leave

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

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

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

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

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

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

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

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

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

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

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

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

Section 27.8: Personal Leave

Any Supervisor desiring to take an unpaid personal leave of absence must send a written request through his or her Senior Supervisor to the First Assistant State's Attorney. In deciding whether a personal leave should be granted and, if so, the length of the leave, the following factors will be considered: the reason for the request, the Supervisor's length of service, the Supervisor's work history, the Supervisor's absenteeism record, and the operational needs of the Employer. The maximum amount

of leave allowed under this policy shall be one month for each year of service with the County or one (1) year, whichever is less. Accrued vacation and compensatory time must be exhausted prior to utilizing a personal leave of absence.

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

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

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

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

Section 27.9: School Visitation Leave

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

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

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

Section 27.10: Veteran's Convention Leave

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

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

Section 27.11: Training

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

The request should specify the nature of the event with copies of any available agendas or pamphlets attached. The request should also specify whether the Supervisor is requesting reimbursement for travel, lodging, registration, or other costs related to attending the event.

Section 27.12: Tuition Reimbursement

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

ARTICLE XXVIII INSURANCE

Section 28.1: Health Insurance

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

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

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

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

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

HMO

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

PPO

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

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

HMO

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

PPO

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

Section 28.2: Life, Vision and Dental Insurance

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

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

Section 28.3: Flexible Benefits Plan

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

ARTICLE XXIX PAYROLL, WAGES AND EXPENSES

Section 29.1: Payroll Period

Supervisors will be compensated on a biweekly basis, and shall be paid on every other Friday according to the attached wage scale.

Section 29.2: Voluntary Deductions From Pay

Upon written authorization from a Supervisor, the following voluntary deductions will be made:

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

Section 29.3: Expense Reimbursements

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

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

Section 29.4: Annual Wages

Effective the first full pay period after 12/1/2007 – 2% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 6/1/2008 – 2.75% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 11/30/2008 – 2% equity adjustment wage increase on all paid hours retroactive to that date.

In addition, upon ratification, the Employer will pay a \$750 bonus to all members of the Supervisors Bargaining Unit. This is a one-time economic agreement that shall not be used as a basis for future negotiations.

All wage increases are effective retroactively to the first full pay period after the stated date but will not actually be paid until after the County Board approves a budget for the fiscal year in question.

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

Section 29.5: Equipment Allowance

Effective on December 1, 2007, the Employer agrees to pay a \$150.00 equipment allowance at the beginning of each fiscal year to each member of the Bargaining Unit. The equipment allowance will be paid in one lump sum annually in the first full pay period on or after November 1.

ARTICLE XXX VACATION LEAVE

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

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

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

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

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

Any Supervisor who is re-employed after a non-paid military leave pursuant to the Military Leave provisions of this Agreement will be credited with continuous service for the purpose of determining vacation entitlement as if his or her employment had continued without interruption.

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

Vacation will accrue to all Supervisors as follows:

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

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

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

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

ARTICLE XXXI POSITION ANNOUNCEMENT

Prior to filling a new position or vacancy in a unit, except in the 26th & California Trial Support Section A, B, C, D, and E the Employer will post the new position or vacancy on the bulletin boards provided for in Article XVII. Supervisors shall be permitted a period of not less than fourteen (14) calendar days to submit their names in writing for consideration.

ARTICLE XXXII SAVINGS CLAUSE

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

ARTICLE XXXIII DURATION

Section 33.1: Term of Agreement

This Agreement shall be effective from November 19, 2007 and shall remain in full force and effect until November 30, 2008. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Chief Investigator in the case of the Employer and to the Executive Director in the case of the Council, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

EMPLOYER:

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

COUNCIL:

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

Section 33.2: Continuing Effect

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

In witness hereof, the parties hereto have affixed their signatures this ___ day of _____, 2008.

For the Employer:

Richard A. Quinn

For the Council:

Jan Marie Cox

Michael P. ...

Frank ...

Tim ...

[Signature]

[Signature] (Lab Council Atty)

[Signature] #323

MEMORANDUM OF AGREEMENT

Between

Cook County State's Attorney (Employer)

And

Illinois Fraternal Order of Police Labor Council (Union)

In the event that the Employer wishes to implement a residency requirement, the Employer agrees to abide by the terms and requirements set forth in Article XIX (Maintenance of Benefits) of this Agreement, and will negotiate such a change with the Union.

For the Employer: *Richard C. Devine* Date: *9/3/08*

For the Union: _____ Date: _____

Sean Marie Cox
Richard C. Devine
John Lynch
John M. Donohue
J. J. [unclear]
Yam [unclear] (Labn Council #332)
[unclear] #332

MEMORANDUM OF AGREEMENT

The parties agree that in negotiations for the next labor agreement (which will be effective beginning on December 1, 2008) they will work together to create a new Grade SA3 on Cook County Pay Schedule XXVII and, in an equitable manner, move the members of this Bargaining Unit from Schedule I to the new Grade SA3.

TLC
wn
"JMC
Ad
Ⓢ

Jim Kurlander
Patrick J. Roberts
Francis Pelligan

James [unclear]
[unclear] #333
Tom Maw Cox
Edward M. [unclear]
Frank [unclear]
miDa [unclear]

APPENDIX A

Wage Rates

SCHEDULE I
 BUREAU OF HUMAN RESOURCES
 STATE'S ATTORNEY INVESTIGATION BUREAU SUPERVISORS:FOP

GD	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 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
6/1/2007									
22 Hourly	32,179	33,752	35,353	37,072	38,796	40,664	41,261	41,672	42,920
Bi-Weekly	2,574.32	2,700.16	2,828.24	2,965.76	3,103.68	3,253.12	3,300.88	3,333.76	3433.60
Annual	66,932	70,204	73,534	77,109	80,695	84,581	85,822	86,677	89,273
12/1/2007									
22 Hourly	32,823	34,427	36,060	37,813	39,572	41,477	42,086	42,505	43,778
Bi-Weekly	2,625.84	2,754.16	2,884.80	3,025.04	3,165.76	3,318.16	3,366.88	3,400.40	3,502.24
Annual	68,271	71,608	75,004	78,651	82,309	86,272	87,538	88,410	91,058
6/1/2008									
22 Hourly	33,726	35,374	37,052	38,853	40,660	42,618	43,243	43,674	44,982
Bi-Weekly	2,698.08	2,829.92	2,964.16	3,108.24	3,252.80	3,409.44	3,459.44	3,493.92	3,598.56
Annual	70,150	73,577	77,068	80,814	84,572	88,645	89,945	90,841	93,562
11/30/2008									
22 Hourly	34,401	36,081	37,793	39,630	41,473	43,470	44,108	44,547	45,882
Bi-Weekly	2,752.08	2,886.48	3,023.44	3,170.40	3,317.84	3,477.60	3,528.64	3,563.76	3,670.56
Annual	71,554	75,048	78,609	82,430	86,263	90,417	91,744	92,657	95,434

APPENDIX B
Personnel Complaint Form

Cook County State's Attorney's Office
Investigations Bureau



APPENDIX B

PERSONNEL COMPLAINT FORM

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

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

Section/Unit of Assignment: _____

Name of Complainant
and Identifiers: _____

Nature of Complaint/Allegation: _____

Date/Time of Incident: _____

Location: _____

Summary of Occurrence: _____

APPLIES ONLY TO CITIZEN COMPLAINT

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

Signature of Complainant

Date

Supervisor Taking Complaint

Date

APPENDIX C
Cook County Health Plan Design

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	In Network / Out of Network 90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 deductible	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	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)			PPO	
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
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) Inpatient Mental Health/Substance Abuse (30 days/year max)	\$3 co-pay per visit 100%	\$10 co-pay per visit 100%	70% / 50% * Subject to overall plan limits 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
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.			

**Employee Contributions
Effective June 1, 2008**

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

VISION BASIC BENEFITS – APPENDIX C

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

Eye Examination: \$0
Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0
Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0
Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses *:** \$0
Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

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

LENS OPTIONS CO-PAYMENTS

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

DENTAL PPO BENEFITS – APPENDIX C

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

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

**Appendix D
Dues Deduction Form**

Appendix D

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____ hereby authorize my employer,
the Cook County State's Attorney's Office to deduct from my wages
the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor
Council, for expenses connected with the cost of negotiating and maintaining the
collective bargaining agreement between the parties, and to remit such dues to the
Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

(217) 698-9433

APPENDIX E
Grievance Form

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract Violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

JUDGE NO.

YEAR

GRIEVANCE NO.

APPENDIX F
400 Hour Letter

Cook County State's Attorney's Office
Investigations Bureau



MEMORANDUM

TO: Investigator _____

FROM: Supervisor _____

DATE: _____

SUBJECT: 400 HOUR COMPENSATORY TIME NOTIFICATION

The timekeeping records of the State's Attorney's Office as of this date _____ indicate that your current balance of compensatory time is _____ hours. The purpose of this memorandum is to inform you that you must utilize _____ hours of compensatory time off within the next 180 days. If you fail to request all of this compensatory time off within one-hundred-eighty (180) days, you will be scheduled to take the remainder off at the discretion of this office. Be advised that the number of compensatory hours which you must take will not exceed 80 hours and will not bring your accrued compensatory balance below four hundred (400) hours.

Signature of Investigator

Signature of Supervisor

Date

cc: Senior Supervisor