

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

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

Effective

December 1, 2008 through November 30, 2012

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PREAMBLE

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

ARTICLE I

RECOGNITION

Section 1. Representative Unit:

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

Section 2. Bargaining Unit Work:

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

Section 3. Union Membership:

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

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

Section 4. Dues Check off:

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

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

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

B. **Remittance:** The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

Section 5. "Fair Share":

A. The Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will, within 30 calendar days of the Union meeting said condition or within 30 days of their employment by the Employer, either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of

the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

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

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

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

Section 6. Religious Exemption:

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

Section 7. Indemnification:

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

Section 8. Meeting Rooms:

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

Section 9. List of Representatives:

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

Section 10. Bulletin Boards:

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

ARTICLE II
NO DISCRIMINATION

Section 1. No Discrimination:

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

Section 2. Compliance with the Americans with Disabilities Act:

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

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

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

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

ARTICLE III
EMPLOYER AUTHORITY

Section 1. Management Rights:

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

Section 2. Employer Obligation:

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

Section 3. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. Except in the case of a temporary short-term emergency where no permanent displacement of bargaining unit employees would occur, the Employer will advise the Union at least 5 months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

ARTICLE IV
HOURS OF WORK

Section 1. Regular Work Periods:

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

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

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

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

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

Section 2. Regular Work Week:

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

Section 3. Compensatory Time and/or Overtime Compensation:

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

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

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

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

Section 4. Schedules Involving Weekend and Evening Work:

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

Section 5. Flex Work Schedule:

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

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

ARTICLE V
SENIORITY

Section 1. Probationary Period:

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

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

Section 2. Definition of Seniority:

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

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

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

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

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

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

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

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

Section 4. Return to Represented Unit:

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

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

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

Section 5. Termination of Seniority:

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

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

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

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

Section 6. Transfer of Stewards:

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

Section 7. Seniority List:

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

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

Section 8. Information to Union:

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

ARTICLE VI
JOB POSTING FOR PROMOTION AND TRANSFER

Section 1. Job Posting:

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

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

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

The Employer will continue to work toward a reasonable transition to an all electronic posting system when available. Such system shall include provisions for reasonable access for all employees.

Section 2. Filling Posted Positions:

All vacancies other than entry-level positions which the Employer determines to fill will be posted. All promotions will be determined by assessing the bidders' skills and abilities, and if the skills and ability are relatively equal, the most senior bidder will receive the position. However, an employee who has performed the duties of the posted position on an interim basis prior to the employee's bid normally shall be considered to be the more qualified of the bidders and will receive the position.

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

Approval of a request for a temporary transfer, not including a compassionate transfer, will be based on management operational needs and job related skills, ability and seniority. All temporary transfers, including compassionate transfers, will be for no

longer than six (6) months, unless an extension is approved by the Employer in consultation with the Union.

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

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

ARTICLE VII
TRAINING

Section 1. Cross-Training:

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

Section 2. Courses and Conferences

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

Section 3. Other Training

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

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

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

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

ARTICLE VIII

HOLIDAYS

Section 1. Designation of Holidays:

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

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

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

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Employer.
- C.(1) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the Employer's current practice for vacation. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice, provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.
- C.(2) If an employee is required to work on an approved holiday, the employee shall receive one and one-half (1 ½) times the employee's regular hourly rate for the hours actually worked plus either: (1) eight (8) hours pay at the same hourly rate; or (2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 2. Holidays in Vacations

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

ARTICLE IX
VACATIONS

Section 1. Vacation Leave:

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

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

- B. Computation of vacation leave shall begin at the initial date of employment at 3.08 hours per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 4.62 hours per pay period and on the fourteenth (14th) anniversary to 6.15 hours per pay period. Employees must be in pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days in the initial vacation allowance may be allowed after the first six (6) months of service.

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

Section 2. Vacation Preference and Scheduling:

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

ARTICLE X
LEAVES OF ABSENCE

Section 1. Use of Benefit Time:

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

Section 2. Regular Leave:

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

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

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

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

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

Section 3. Family Related Leaves:

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

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

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

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

Section 4. Educational Leave:

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

Section 5. Seniority on Leave:

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

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

Section 6. Retention of Benefits:

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

Section 7. Union Leave:

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

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

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

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

Section 8. Military Leave:

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

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

Section 9. Veteran's Conventions:

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

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

Section 10. Approval of Leave:

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

Section 11. Jury Duty:

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

Section 12. School Conference and Activity Leave:

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

Section 13. Doctor's Statement:

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

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

Section 14. Bereavement Leaves:

Excused leave with pay will be granted, up to three (3) working days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, in which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay, except where the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days of pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased, and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

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

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

ARTICLE XI
HEALTH AND SAFETY

Section 1. Health and Safety:

a. General:

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

b. Health and Safety Committee:

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

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

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

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

Section 3. Disabled Employees:

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

Section 4. Communicable Diseases:

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

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

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

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

ARTICLE XII
HEALTH BENEFITS

Section 1. Contributions: Health Benefits

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

Section 2: Insurance Opt-Out:

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

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

Section 3: Personal Support Program (PSP):

The parties share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the Personal Support Program (PSP). In addition to the County's Employee Assistance Program (EAP), all AFSCME bargaining unit members and their dependents are covered under the AFSCME Personal Support Program (PSP). Effective approval of this Agreement by the Cook County Board of Commissioners, the County agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME member, to fund the PSP. Effective December 1, 2011, the County agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME member, to fund the PSP.

Section 4. Dental Plan:

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

Section 5. Vision Plan:

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

Section 6. Hospitalization – New Hires:

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

Section 7. Flexible Benefits Plan:

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

Section 8. Life Insurance:

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

Section 9. Insurance Claim Disputes:

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

Section 10. Part-Time Employees:

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

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

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

Section 11. Health Benefits For Domestic Partners:

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

Section 12. Insurance Coverage for Laid Off Employee:

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

Section 13. Benefit Eligibility:

Dependent children shall be eligible for health insurance benefits in accordance with applicable federal and state law.

ARTICLE XIII
WELFARE BENEFITS

Section 1. Sick Leave:

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

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

Section 2. Disability Benefits:

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

disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 3. Pension Plan:

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

Section 4. Layoff Coverage:

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

ARTICLE XIV
EDUCATIONAL BENEFITS

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

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

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

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

ARTICLE XV
ADDITIONAL BENEFITS

Section 1. Personal Days:

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

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

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

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

Section 2. Direct Deposit:

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

Section 3. Pay Checks:

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

ARTICLE XVI

DISCIPLINARY ACTION POLICY AND PROCEDURE

Section 1. General:

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

Section 2. Manner of Discipline:

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

Section 3. Form of Discipline:

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

Verbal Reprimand

Written Reprimand

Suspension

Discharge

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

Section 5. Representation:

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

Section 6. Notification:

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting. The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, the Employer shall notify the Union as well as the employee of the meeting and the reason therefore. Any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request.

Section 7. Temporary Suspension:

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

Section 8. Removal of Discipline:

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

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

ARTICLE XVII
GRIEVANCE PROCEDURE

Section 1. Definition:

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

Section 2. Representation:

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

Section 3. Grievance Procedure Steps:

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

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

Section 4. Grievance Meetings:

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

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

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

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

Section 5. Time Limits

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

Section 6. Advanced Step Filing:

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

Section 7. Stewards:

The Union will advise the Employer in writing of the names of the stewards in each department with the Employer and shall notify the Employer promptly of any changes.

Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed one day with pay and one day without pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Nothing shall prevent an employee from using accumulated benefit time to cover such absences. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

Section 8. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate State's Attorney Facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the State's Attorney/Designee in a manner suitable to

the Employer and on each occasion will first secure the approval of the State's Attorney or designee to enter and conduct business so as not to interfere with the operation of the Employer.

Section 9. Arbitration:

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

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

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

upon the State's Attorney, the Union, and the employee or employees affected by the grievance.

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

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

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

Section 10. Expedited Arbitration:

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

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

The hearing shall be conducted under the following procedures:

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

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

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

ARTICLE XVIII
CONTINUITY OF OPERATION

Section 1. No Strike:

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

Section 2. Union Responsibility:

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

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

Section 3. Discharge of Violators:

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

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

Section 4. No Lock Out:

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

Section 5. Reservation of Rights:

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

ARTICLE XIX

RATES OF PAY

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

Effective with the first full pay period, on or after January 1, 2011 2.25%

Effective with the first full pay period, on or after June 1, 2012 3.75%

ARTICLE XX
JOB CLASSIFICATIONS

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

ARTICLE XXI
MISCELLANEOUS

Section 1. Video Display Terminals:

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

Section 2. Partial Invalidity:

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

Section 3. Personnel Files:

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

Section 4. Union and Employer Meetings:

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

Section 5. Tax Shelters:

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

Section 7. Dress Code:

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

Section 8. Personnel Rule Changes:

When the employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

ARTICLE XXII

DURATION

Section 1. Term:

This Agreement shall be effective on December 1, 2008, and shall remain in effect through November 30, 2012. It shall continue in effect from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date or any anniversary thereof that the party desires to modify or terminate the Agreement. In the event such written notice is given by either party, the Agreement shall remain in effect after the expiration date or anniversary until a new Agreement has been reached or either party gives the other party five (5) days written notice of cancellation.

Section 2. Notice:

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

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

UNION:
A.F.S.C.M.E. Council 31
205 N. Michigan Ave., Room 2100
Chicago, Illinois 60606

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

SIGNATURES

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

_____ day of July, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

Anita Alvarez
Cook County State's Attorney

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

Taura Moss

Pamela Daniel

[Signature]

Jabara Bean-adars

Rosario M. Adolito

Donna Hogan

Donna Cruz

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

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

**SIDE LETTER
REGARDING RETIREE HEALTH BENEFITS**

The parties agree to discuss the subject of creating a County operated health plan for County retirees.

**SIDE LETTER
REGARDING TEMPORARY DISABILITY BENEFITS**

The parties agree to draft a mutually acceptable letter to the County Employees' and Officers' Annuity and Benefit Fund of Cook County with regard to the temporary disability issue raised in AFSCME Economic Proposal Number 11 concerning temporary disability benefits.

**SIDE LETTER
"ME TOO" CLAUSE**

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

**APPENDIX A. "SCHEDULE I-AFSCME "PAY PLAN EFFECTIVE JUNE
1, 2008**

APPENDIX C. COOK COUNTY HEALTH PLAN DESIGN