

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AFSCME COUNCIL 31, LOCAL 3696
REPRESENTING SUPPORT STAFF IN THE
ADULT PROBATION DEPARTMENT, JUVENILE PROBATION
DEPARTMENT, FORENSIC CLINICAL SERVICES DEPARTMENT, SOCIAL
SERVICE DEPARTMENT, JUVENILE TEMPORARY DETENTION CENTER
AND
THE CHIEF JUDGE OF THE
CIRCUIT COURT OF COOK COUNTY

Effective:

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I RECOGNITION	1
Section 1. Representative Unit.....	1
Section 2. Union Membership	1
Section 3. Dues Checkoff	1
Section 4. “Fair Share”	2
Section 5. Religious Exemption.....	3
Section 6. Indemnification.....	3
ARTICLE II EMPLOYER AUTHORITY	3
Section 1. Employer Rights	3
Section 2. Employer Obligation.....	4
Section 3. Employee Obligation	4
ARTICLE III HOURS OF WORK.....	4
Section 1. Regular Work Periods.....	4
Section 2. Flextime	4
Section 3. Chief Judge - Constitutional Authority.....	4
Section 4. Lunch Break Periods.....	4
Section 5. Compensatory Time.....	5
Section 6. Compensatory Time Alternative.....	5
Section 7. Docking Provisions.....	6
Section 8. Off-Peak Shifts.....	6
ARTICLE IV SENIORITY	6
Section 1. Probationary Periods.....	6
Section 2. Definition of Seniority	6
Section 3. Seniority List.....	7
Section 4. Termination of Seniority.....	7
Section 5. Ties in Seniority	8
ARTICLE V HOLIDAYS	8
Section 1. Regular Holidays*	8
Section 2. Holiday in Vacations.....	8
Section 3. Work on a Holiday.....	8
Section 4. Floating Holiday	9
ARTICLE VI VACATIONS	9
Section 1. Vacation Leave	9
Section 2. Vacation Preference and Scheduling	10
ARTICLE VII WELFARE BENEFITS.....	11
Section 1. Health Insurance	11

Section 2.	Sick Leave.....	11
Section 3.	Pension Plan.....	12
Section 4.	Disability Benefits	12
Section 5.	Life Insurance	13
Section 6.	Dental Plan.....	13
Section 7.	Vision Plan.....	13
Section 8.	Hospitalization - New Hires.....	13
Section 9.	Flexible Benefits Plan	13
Section 10.	Union and County Meetings Respecting Health Care	13
Section 11.	Insurance Coverage for Laid Off Employees	13
Section 12.	Insurance Opt-Out.....	14
Section 13.	Benefit Eligibility.....	14
ARTICLE VIII ADDITIONAL BENEFITS		14
Section 1.	Bereavement Leave.....	14
Section 2.	Personal Days.....	15
Section 3.	First Personal Day.....	15
ARTICLE IX LEAVES OF ABSENCE.....		15
Section 1.	Use of Benefit Time.....	15
Section 2.	Regular Leave	15
Section 3.	Family Responsibility Leave	16
Section 4.	Educational Leave.....	16
Section 5.	Seniority on Leave	16
Section 6.	Retention of Benefits	16
Section 7.	Union Leave.....	16
Section 8.	Military Leave.....	17
Section 9.	Veterans Conventions	17
Section 10.	Jury Duty.....	18
Section 11.	Election Day.....	18
Section 12.	Maternity/Paternity Leave	18
Section 13.	Approval of Leave	18
Section 14.	Change of Anniversary Date.....	18
ARTICLE X DISCIPLINE PROCEDURES		18
Section 1.	Use of Discipline.....	18
Section 2.	Types of Discipline.....	19
Section 3.	Investigatory Meeting	19
Section 4.	Pre-disciplinary Meeting.....	19
Section 5.	Verbal and Written Reprimands	20
Section 6.	Notification of Disciplinary Action	20
Section 7.	Removal of Discipline	20
Section 8.	Temporary Suspension.....	20
ARTICLE XI GRIEVANCE PROCEDURES		21
Section 1.	Definition.....	21
Section 2.	Representation.....	21

Section 3.	Grievance Procedure Steps	22
Section 4.	Time Limits.....	24
Section 5.	Stewards.....	24
Section 6.	Union Representatives	25
Section 7.	Impartial Arbitration	25
Section 8.	Advance Step Filing.....	26
Section 9.	Expedited Arbitration.....	26
ARTICLE XII CONTINUITY OF OPERATION.....		27
Section 1.	No Strike	27
Section 2.	Union Responsibility	27
Section 3.	Discharge of Violators	27
Section 4.	No Lock-Out	27
Section 5.	Reservation of Rights.....	27
Section 6.	Bargaining Unit Work.....	28
ARTICLE XIII FILLING OF VACANCIES		28
Section 1.	Posting.....	28
Section 2.	Permanent Bid List	28
Section 3.	Priority	29
Section 4.	Testing.....	29
Section 5.	Interview	29
Section 6.	Filling of Vacancy Criteria	29
Section 7.	Reduction in Work Force.....	29
Section 8.	Transfer of Stewards.....	30
ARTICLE XIV HEALTH AND SAFETY		31
Section 1.	General.....	31
Section 2.	Health and Safety Committee	31
Section 3.	Video Display Terminals	31
Section 4.	Communicable Diseases	31
ARTICLE XV EDUCATIONAL BENEFITS.....		32
Section 1.	Educational Fund	32
ARTICLE XVI UPWARD MOBILITY PROGRAM.....		32
Section 1.	Goals and Priorities.....	32
ARTICLE XVII JOB CLASSIFICATIONS		33
Section 1.	Classification Review Committee/Job Audits	33
ARTICLE XVIII MISCELLANEOUS.....		33
Section 1.	No Discrimination.....	33
Section 2.	Americans with Disabilities Act	34
Section 3.	Bulletin Boards	34
Section 4.	Partial Invalidity.....	34
Section 5.	Courses and Conferences.....	34

Section 6.	Transportation	35
Section 7.	Labor Management Committee	35
Section 8.	Meeting Rooms	35
Section 9.	Personnel Files	35
Section 10.	Sub-Contracting	35
Section 11.	Dual Employment	35
Section 12.	Personnel Manual.....	35
Section 13.	Travel Reimbursement.....	36
Section 14.	Auto Insurance	36
Section 15.	Day Care	36
Section 16.	Tax Shelters	36
Section 17.	Personal Support Program	36
Section 18.	School Conference and Activity Leave	36
Section 19.	Mass Transit Benefit Program	37
Section 20.	Part Time Employment.....	37
Section 21.	Employee Development and Training	37
Section 22.	Personnel Rule Changes:	37
ARTICLE XIX UNION RIGHTS		38
Section 1.	Information Provided to the Union.....	38
ARTICLE XX RATES OF PAY		38
Section 1.	General Increases	38
Section 2.	Classification and Grade Changes	38
Section 3.	Longevity Plan - Schedule 1	38
Section 4.	Bilingual Pay.....	38
ARTICLE XXI DURATION.....		39
Section 1.	Term.....	39

PREAMBLE

This collective bargaining agreement is entered into between the Chief Judge of the Circuit Court of Cook County (hereinafter collectively referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, for and on behalf of Local 3696 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 employees of the Employer in the job classification set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers.

Section 2. Union Membership:

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

Within five (5) days of an employee's hire the Employer will grant the Union an opportunity to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 3. Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions including dental and P.E.O.P.L.E. The remitted deductions (including fair share deductions) shall be sent to the Union along with a list of all employees covered by the Agreement including the name, address, and social security number, each bargaining unit employee's salary, and the amount deducted from each employee.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

Section 4. "Fair Share":

A. The Employer shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act. All employees covered by this Agreement will, within 30 days of the Union meeting said condition or within 30 days of their employment by the Employer, either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

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

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

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

1. When fair share deductions will begin;
2. The percentage of dues which will be deducted as the fair share;
3. An explanation of how the percentage of fair share dues was calculated;
4. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated;
5. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Labor Relations Board, 160 North LaSalle Street, Suite C-400, Chicago, Illinois 60601, 312-793-6400.

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

F. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

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

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

Section 5. Religious Exemption:

Employee who are members of a church or religious body have 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 nonreligious 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 employees will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

Section 6. Indemnification:

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

**ARTICLE II
EMPLOYER AUTHORITY**

Section 1. Employer Rights:

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by County elected officials, and any rules and regulations of the Court. The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used and the discontinuance of any services, materials or methods of operation; (b) to introduce new equipment, methods, or processes; change or eliminate existing equipment, and institute technological changes and where practicable to train existing employees on new equipment; and, to decide on materials, supplies, and equipment to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day; (f) to direct the work force, assign

work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications; (h) to establish and/or revise performance standards or norms; (i) to determine lunch and rest periods, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce work rules and general requirements and to carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to other positions, and to determine the qualifications and competency of employees to perform available work, except as amended, changed or modified by this Agreement.

Section 2. Employer Obligation:

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

Section 3. Employee Obligation:

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

**ARTICLE III
HOURS OF WORK**

Section 1. Regular Work Periods:

The regular work day for a full-time employee shall be eight (8) hours each day, equal to 40 hours in a work week. The work week will generally run Monday thru Friday.

Section 2. Flextime:

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

Section 3. Chief Judge - Constitutional Authority:

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

Section 4. Lunch Break Periods:

Each day a lunch period is allotted as currently practiced by each department to meet operational needs. It is assumed that an employee takes his/her lunch period each day.

Employees are entitled to two non-consecutive fifteen (15) minute breaks as scheduled by the department. Except where agreed to otherwise within the Public Defender's Office, break periods cannot be combined with the lunch period.

Section 5. Compensatory Time:

A. Accrual: It is expected that all assignments can be accomplished during an employee's regularly scheduled work day. However, when operational needs require overtime work, such overtime is subject to the prior approval of the employee's supervisor.

Employees shall be eligible to earn compensatory time at a rate of one and one half hours for every hour worked in excess of 40 hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one hour for every hour worked between 35 and 40 hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one and one half hours for every hour worked on Saturdays, Sundays and holidays unless said hours are employee's regularly scheduled work hours.

B. Involuntary Overtime: When operational needs require, involuntary overtime assignments will be made if the Employer is unable to assign overtime work on a voluntary basis. Involuntary assignments will be made within the department on the basis of reverse seniority. Employees receiving involuntary overtime assignments will be eligible for compensatory time in accordance with provisions A and C of this Section.

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

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the Employer's sole discretion in these situations, employees may be allowed use of compensatory time. Such approval will not be unreasonably withheld.

Amount of Compensatory Time	Request Period (calendar days)
one day or less	1 day
2 to 3 days	5 days
more than 3 days	10 days

Section 6. Compensatory Time Alternative:

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

Section 7. Docking Provisions:

All regular, full time employees must account for the required number of hours in each work week in order to receive the full salary and commensurate benefits. The accounting of the regular hours may be in the form of actual time worked and approved leave time, i.e., holidays and use of accrued vacation, personal, sick and compensatory time.

Time not worked due to late arrival, extended lunch break, or early departure will not count toward the required hours of the work week. Unless the time not worked during the approved work hours is recovered through supervisor approved additional work generally in the same work week, the employee will be docked for the time not worked.

The recovery of the lost time described above and the docking for hours not worked are not in lieu of the discipline process which will ensue when the work hours policy is not followed.

Section 8. Off-Peak Shifts:

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

**ARTICLE IV
SENIORITY**

Section 1. Probationary Periods:

The probationary period for a new employee, or an employee hired after a break in continuous service, shall be six months after completion of initial training. The probationary period may be extended for six months following the initial probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 2. Definition of Seniority:

For full time employees, seniority is an employee's length of most recent continuous employment in the office since his/her last hiring date less any time off for a period exceeding 30 calendar days.

For part time employees, seniority is an employee's pro-rated length of most recent continuous employment in the office since his/her last hiring date less any time off for a period exceeding 30 calendar days.

Section 3. Seniority List:

On December 1st and June 1st of each year, the Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee. The Department Head shall furnish a similar list without employee addresses that the Union shall post. Within 30 calendar days after the date of posting, an employee must notify the Department Head of any error in his/her last hiring date as it appears on that list or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein provided that no changes in the hiring dates furnished in the original list will be permitted. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union.

Section 4. Termination of Seniority:

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

1. resignation or retirement;
2. discharge for just cause.

B. Termination is immediate and implied upon the occurrence of one of the following:

1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
2. Failure to report to work at the termination of leave or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
3. 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;
4. Failure to report for work upon recall from lay off within (10) work days after notice to report for work is sent by registered or certified mail to the employee's last address on file with the Personnel Department of the Employer;
5. Engaging in gainful employment while on an authorized leave of absence.

Section 5. Ties in Seniority:

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

**ARTICLE V
HOLIDAYS**

Section 1. Regular Holidays*:

The following are regular holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday President's Day
Pulaski Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

* Any day declared by the Governor of the State or by the President of the United States.

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

In addition to the above, any other week day or part of a week day shall be considered a holiday when so designated by the Employer. The Friday after Thanksgiving is not a holiday for JTDC employees.

Section 2. Holiday in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall receive the holiday leave and will not be required to use accrued vacation leave for that holiday.

Section 3. Work on a Holiday:

Assignment to work on a holiday shall be rotated equally among all members of the job classification of the department who would normally be assigned to such work.

Section 4. Floating Holiday:

In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. Use of the floating holiday is limited to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), and if the employee has submitted at least three (3) requests for such floating holiday by September 1 and the Employer failed to grant every one of the three (3) days requested, the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice.

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

**ARTICLE VI
VACATIONS**

Section 1. Vacation Leave:

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

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

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

D. Employees may use only such vacation leave as has been earned and accrued.

E. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater

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

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

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

H. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military Service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, 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:

A. Subject to operational needs, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested, first granted basis. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employee's seniority.

B. Requests for vacation time shall be made in the following manner:

Amount of Vacation Time	Request Period (work days)
1 day or less	1 days
2 to 3 days	5 days
more than 3 days	10 days

All requests must be made on the appropriate department form and submitted to the supervisor for consideration.

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the Employer's sole discretion in these situations, employees may be allowed use of vacation leave. Such approval will not be unreasonably withheld.

C. Emergency Vacation - Vacation time may be used as emergency sick time if it can be demonstrated to management that a satisfactory reasons exists for said employee having

exhausted his/her sick time. Such reasons are limited to recent return from parental leave; recent return from an extended illness; and recent return from caring for an immediate family member with an extended illness. Documentation from a physician may be required. In most instances, recent return shall be defined as 60 calendar days.

ARTICLE VII WELFARE BENEFITS

Section 1. Health Insurance:

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

B. Employees who have elected to enroll in the County's PPO health benefit plan shall contribute, in aggregate, by off set against wages, an amount equal to one and one half percent (1½%) of their base salary as a contribution toward premiums. Effective 12/01/2000, employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (½%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

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

Section 2. Sick Leave:

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

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the department. 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. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reasons 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. Accordingly, sick leave shall not be used as additional vacation leave.

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

E. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 3. Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 108-1/2 of the Illinois Revised Statutes.

Section 4. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupation disease on duty, who are off work as a result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following duty disability fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes.

The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with change in State laws.

Section 5. Life Insurance:

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

Section 6. Dental Plan:

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

Section 7. Vision Plan:

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

Section 8. Hospitalization - New Hires:

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

Section 9. Flexible Benefits Plan:

Commencing June 1, 1994, 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 10. Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 11. Insurance Coverage for Laid Off Employees:

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

Section 12. Insurance Opt-Out:

Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program. prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health care coverage. Any employee electing to opt-out of the Employer health benefit program may request that in lieu of a bi-weekly payment to the employee this amount can be credited to a medical flexible spending account. Eligible employees who lose their alternative health care coverage shall, upon written request, immediately be enrolled in or reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt-out program.

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 13. Benefit Eligibility:

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

**ARTICLE VIII
ADDITIONAL BENEFITS**

Section 1. Bereavement Leave:

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

Section 2. Personal Days:

All employees, except those in per diem status, shall be permitted four (4) personal days off at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time unless otherwise provided herein. 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.

Personal days may be used consecutively or in conjunction with other benefit days as approved by the supervisor. Request for use of consecutive personal days or combining personal days with other benefit days, excluding sick days, shall be made in accordance with the Vacation Preference and Scheduling section of this agreement. Additionally, two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back at the rate of future accrual.

Employees must complete and submit the designated appropriate form for approval of personal day use to their supervisor no less than 2 working days prior to use, unless an emergency situation arises which prevents such request. Severance of employment shall terminate all rights to accrued personal days.

Section 3. First Personal Day:

The first personal day accrued each year may be banked for use in 1/4 day increments at future times during the year.

**ARTICLE IX
LEAVES OF ABSENCE**

Section 1. Use of Benefit Time:

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

Section 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 with the Court or Chief Judge, 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 Department Head/Designee for approval. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 3. Family Responsibility Leave:

An employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with FMLA leave, 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, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer.

Section 5. Seniority on Leave:

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

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 leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 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. 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. Sick pay, vacation and insurance benefits will be provided as set forth in Section 3 of this Article provided that it will not seriously affect the performance of the office.

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 in route to and from, and attending the convention, up to two (2) days for national and/or state convention.

Convention delegates as per the following per local:

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

One per additional thousand or fraction thereof.

Section 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 a leave of absence with full pay for limited service in field training, cruises, and kindred obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 9. Veterans 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 at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10. Jury Duty:

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

Section 11. Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring such time off shall notify his/her supervisor at least two (2) work days prior to Election Day. The employee's supervisor will arrange the exact hours of intended absence according to operational needs.

Section 12. Maternity/Paternity Leave:

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

Section 13. Approval of Leave:

No request for a leave, as defined in Sections 2 and 4 of this Article, will be considered unless approved by the Chief Judge/Designee and such approval shall not be granted, if in the Employer's judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

Section 14. Change of Anniversary Date:

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

**ARTICLE X
DISCIPLINE PROCEDURES**

Section 1. Use of Discipline:

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 2 of this Article. Although discipline shall normally be

progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

Section 2. Types of Discipline:

- A. The Employer may only impose the following types of discipline:
 - 1. Verbal Reprimand
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Discharge
- B. An employee shall not be demoted for any disciplinary reasons.
- C. Discipline shall be imposed in a timely manner.

Section 3. Investigatory Meeting:

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon request. The Employer shall notify the Union as well as the employee of such meeting and the reason for the meeting.

Section 4. Pre-disciplinary Meeting:

- A. Purpose: Prior to the imposition of suspension or discharge, the Department Head shall convene a pre-disciplinary meeting. The Department Head/Designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Department Head/Designee, after presenting all known evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against him/her.
- B. Representation: The employee is entitled to have a Union representative present at the pre-disciplinary meeting if the employee so requests. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active participant.
- C. Extensions: Reasonable requests for extensions of time for rebuttal purposes may be allowed by the Department Head/Designee.
- D. Notices: The Department Head/Designee will notify the employee of the date of the Pre-Disciplinary meeting. Not less than two (2) working days prior to the meeting date, the Department Head/Designee will provide the employee and the Union with the date, time and location of the meeting, the reason(s) for the contemplated disciplinary action, and the names of relevant witnesses and copies of pertinent documents.

Section 5. Verbal and Written Reprimands:

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

Section 6. Notification of Disciplinary Action:

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

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

Section 7. Removal of Discipline:

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

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although 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.

Section 8. Temporary Suspension:

When the Employer believes that the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. Temporary suspension shall only last up to forty-five (45) calendar days for actions not involving criminal charges. Where criminal charges are pending against the employee, temporary suspension will last until resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

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

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

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

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

ARTICLE XI GRIEVANCE PROCEDURES

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. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the Department Head or his/her designee.

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.

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 2. Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Four either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance 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. All employees involved in a grievance must be named by Step Two.

Section 3. Grievance Procedure Steps:

The steps and time limits as provided in the Employer's grievance procedure are as follows:

ADULT PROBATION

TIME LIMITS

Step	Limit This Step (calendar days)	To Whom Submitted	Time Limit for Meeting	Time Limit for Written Response
1	21 days	Immediate Supervisor	5 days	5 days
2	5 days	Supervisor/Record Clerical Manager	5 days	10 days
3	5 days	Chief Probation Officer/Designee	10 days	15 days
4	20 days	Chief Judge/Designee	20 days	25 days
5	30 days	Impartial Third Party	30 days	30 days

JUVENILE COURT

TIME LIMITS

Step	Limit This Step (calendar days)	To Whom Submitted	Time Limit for Meeting	Time Limit for Written Response
1	21 days	Immediate Supervisor	5 days	5 days
2	5 days	Deputy Chief Probation Officer/Designee	5 days	10 days
3	5 days	Director of Court Services/Designee	10 days	15 days
4	20 days	Chief Judge/Designee	20 days	25 days
5	30 days	Impartial Third Party	30 days	30 days

SOCIAL SERVICES DEPARTMENT

TIME LIMITS

Step	Limit This Step (calendar days)	To Whom Submitted	Time Limit for Meeting	Time Limit for Written Response
1	21 days	Immediate Supervisor	5 days	5 days
2	5 days	District Supervisor or Department Manager	5 days	10 days
3	5 days	Director/Designee	10 days	15 days
4	20 days	Chief Judge/Designee	20 days	25 days
5	30 days	Impartial Third Party	30 days	30 days

PSYCHIATRIC INSTITUTE

TIME LIMITS

Step	Limit This Step (calendar days)	To Whom Submitted	Time Limit for Meeting	Time Limit for Written Response
1	21 days	Immediate Supervisor	5 days	5 days
	5 days	Supervisor of Administrative Services	5 days	10 days
3	5 days	Department Director/Designee	10 days	15 days
4	20 days	Chief Judge/Designee	20 days	25 days
5	30 days	Impartial Third Party	30 days	30 days

JTDC

TIME LIMITS

Step	Limit This Step (calendar days)	To Whom Submitted	Time Limit for Meeting	Time Limit for Written Response
1	21	Immediate Supervisor	5 days	10 days
2	5	Superintendent/Designee	15 days	20 days
3	20	Chief Judge/Designee	20 days	25 days
4	30	Impartial Third Party	30 days	30 days

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

Section 4. Time Limits:

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

Section 5. Stewards:

The Union will advise the Employer/Designee in writing of the names of the Stewards at each worksite with the Employer and shall notify the Employer/Designee promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without a loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not interfere with their work performance. On each occasion, stewards will obtain approval from their supervisor or an appropriate supervisor before leaving their work assignment or area. Such approval will not be unreasonably withheld. Stewards will only handle grievances at their own work location. In the event a work location does not have a steward, a steward from the worksite closest to the grievance location will process the grievance.

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 6. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Employer/Designee in a manner suitable to the Employer/Designee and on each occasion will first secure the approval of the Employer/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. Such right of entry shall at all times be subject to general Employer rules applicable to non-employees.

Section 7. Impartial Arbitration:

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

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 Employer/Designee notice that the grievance is to enter impartial arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer/Designee and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The Union and the Employer/Designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer/Designee and the Union. Such issues will be confined to those brought up at the previous disposition. All other issues are waived. His/her decision must be based solely upon his interpretation or application of the express relevant language of the Agreement.

The decision of the Arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion and shall be rendered

within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by the Chief Judge and the Union.

If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

Section 8. Advance Step Filing:

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

Section 9. 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 day.
- E. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

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

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

ARTICLE XII 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.

Section 6. Bargaining Unit Work:

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

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

B. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article XII, Section 6 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

**ARTICLE XIII
FILLING OF VACANCIES**

Section 1. Posting:

Each department will post new positions for bidding by employees at all worksites for a period of ten (10) work days. Such posting shall state the grade, assignment and skills required for the posted position. Only bids made within the 10 working day period shall be considered.

Vacancies which occur from existing-positions need not be posted, but rather shall be filled from a permanent bid list described below and shall be in accordance with the section on priority.

Section 2. Permanent Bid List:

Employees may at any time request a transfer or promotion whether or not a position is currently available. Such request will be submitted via a "Filling of Vacancy Request Form" prepared by the Employer.

An employee's request for a transfer or a promotion shall be submitted to the Personnel Office. The Personnel Office shall maintain filling of vacancy request forms for that department.

Bids will be valid for one year. Upon expiration, an applicant may resubmit said bid. A quarterly bid list will be provided to the Union (January, April, July, and October).

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

Section 3. Priority:

Vacancies shall be filled in the following priority:

1. Promotion/transfer within the department
2. Recall from layoff within the department
3. Applicants from outside the bargaining unit

Promotion and transfer applicants have identical priority and will be considered equally for the filling of vacancies.

Bargaining unit members must be in a position for at least six months to be eligible for a promotion/transfer.

Section 4. Testing:

When tests are required, bidders will be eligible to be tested either at the time the vacancy occurs or on a semi-annual basis, at the discretion of the individual department. The tests shall relate to the job skills required for the position including, but not limited to spelling, typing, math and stenography. An applicant may use previous test results from another bid if applicable. However, test results are good for one year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department. When a test is required to fill a position, the applicant will be contacted and informed of his/her test score.

Section 5. Interview:

Some positions may require an interview. Responses to only job related questions shall be considered.

Section 6. Filling of Vacancy Criteria:

Vacancies will be filled by the most qualified applicant based on the totality of the following: skills tests, expertise in the particular area, performance appraisals, education, employment history and when applicable, the interview. In the event that the qualifications are relatively equal, seniority will control.

Section 7. Reduction in Work Force:

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be removed from it in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in

that classification within that work location (Department – Locals 1111, 1276, 3696, Division – Local 1178, Unit-Local 3368). The least senior employee displaced in the work location shall be placed in the position of the least senior employee in the classification in the bargaining unit.

An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in a vacant position in the next lower classification at his/her work site.

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in the next lower classification in the classification series, first by work location, then by bargaining unit, in accordance with the seniority provisions of this Agreement. Employees who have previously served in another classification outside their classification series shall also be offered the right to displace the least senior employee in that classification, first within the work location, then the bargaining unit.

In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is filled by an employee who has not completed the probationary period, all in accordance with the seniority provisions of this Agreement.

In the event that there are no vacancies within the bargaining unit, employees will be offered any other vacancies under the jurisdiction of their Employer. For the purpose of this Article, Employer shall be defined as one of the following: Chief Judge, Sheriff, Circuit Court Clerk or the County. Where the Employer is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

Employees not having rights to any job in their current classification or another classification shall be considered laid off.

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to 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 in another classification and subsequently returned to their classification prior to the decrease in the work force, all 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 8. Transfer of Stewards:

Employees acting as Union stewards shall not be transferred from their job classification or departments because of their activities on behalf of the Union. For any transfers of Union stewards from their job classifications or departments, other than in an emergency, notification will be given to the Union in advance of any such transfer.

ARTICLE XIV HEALTH AND SAFETY

Section 1. General:

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

Section 2. 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 of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall 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 3. Video Display Terminals:

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the video operators.

The Employer agrees that employees who operate VDT's will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two fifteen (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 their original position if available.

Section 4. Communicable Diseases:

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

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

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

ARTICLE XV EDUCATIONAL BENEFITS

Section 1. Educational Fund:

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all AFSCME bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

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

ARTICLE XVI UPWARD MOBILITY PROGRAM

Section 1. Goals and Priorities:

It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employers and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the Employers to

provide employees with training and promotional opportunities through the establishment of an Upward Mobility Program.

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

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

ARTICLE XVII JOB CLASSIFICATIONS

Section 1. Classification Review Committee/Job Audits:

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

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

ARTICLE XVIII MISCELLANEOUS

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. The Employer has implemented a sexual harassment policy that will be complied with.

Section 2. 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.

Section 3. Bulletin Boards:

The Employer will make a bulletin board available for the use of the Union in non-public locations at all major worksites. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Department Head/Designee for approval and posting. The items posted shall not be political, partisan or defamatory in nature.

Section 4. Partial Invalidation:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State laws or local ordinance now existing or hereinafter enacted, such invalidity 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 5. Courses and Conferences:

In recognition of the value of continuing education for both the professional development of employees and the quality and reputation of the Office, the Employer may approve employees' requests to attend courses and conferences related to the employee's work and may reimburse any reasonable costs subject to staffing and budgetary considerations. The opportunity to attend such courses or conferences shall be offered to employees in accordance with operational needs. The Employer shall pay for all reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the Employer.

Section 6. Transportation:

Employees shall be reimbursed for use of their personally owned automobiles according to the provisions of the Cook County Travel Expense Reimbursement Policy.

Section 7. Labor Management Committee:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet quarterly through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than five (5) representatives to a labor management committee for this purpose.

Section 8. Meeting Rooms:

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

Section 9. Personnel Files:

At least twice per year, upon written request to the Department of Personnel Office, an employee may inspect his/her personnel file in the presence of Employee/Designee at any time mutually acceptable to the employee and the Employer.

The Employer shall maintain personnel records in accordance with the Personnel Records Review Act.

Section 10. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. The Employer will advise the Union at least five (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 of 1984.

Section 11. Dual Employment:

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

Section 12. Personnel Manual:

It is understood that employees are subject to the policies, procedures, terms and conditions of employment as outlined in the Department Personnel Manuals, except as where modified or amended by this Agreement.

Section 13. Travel Reimbursement:

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

Section 14. Auto Insurance:

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

Section 15. Day Care:

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

Section 16. Tax Shelters:

The Employer will continue to allow the employees covered by this Agreement to participate in the County's tax shelter programs related to child care expenses, medical expenses, and insurance premium contributions.

Section 17. Personal Support Program:

In addition to the County's Employee Assistance Program, coverage will be available for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program. Effective approval of this Agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

Section 18. School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of 8 hours during any school year in increments of no less than one (1) hour, no more than 4 hours of which may be taken on

any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147.

Section 19. Mass Transit Benefit Program:

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

Section 20. Part Time Employment:

Should part time positions (non-seasonal) become available, the following will apply:

A. Qualified applicants will be selected in accordance with the Filling of Vacancies provision of the contract.

B. Employees in the program shall be required to work 50% of full time scheduled hours in a normal pay period.

C. Employees in the program shall accrue sick, vacation, and personal leave, as well as seniority at a 50% prorated rate. Part time employees will receive holiday pay equal to the number of hours that they are scheduled to work on the holiday. Employees will receive one-half of the paid bereavement leave provided to full time employees. Employees shall be eligible for health and/or life insurance benefits by contribution of 50% of the employee costs for these benefits to the County. These employees will have the option to opt out of the insurance, once they have paid their share for one (1) consecutive year as a part time employee in accordance with the Insurance Opt-Out provision of this contract.

Section 21. Employee Development and Training:

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

Section 22. 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 XIX
UNION RIGHTS**

Section 1. Information Provided to the Union:

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

**ARTICLE XX
RATES OF PAY**

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

Section 1. General Increases:

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%

Section 2. Classification and Grade Changes:

Placement

All employees who receive upgrades as a result of this Agreement shall be placed in their new salary grade as follows:

Employees shall move one step in their current grade and shall then be placed on the nearest step in their new pay grade that does not result in a decrease in pay. Such action will not change employees' anniversary dates.

Section 3. Longevity Plan - Schedule 1:

Effective 6/1/99 the pay rate for the twenty (20) year longevity step (09) will be adjusted by 2%.

Section 4. Bilingual Pay:

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

Effective December 1, 1994, the amount shall be increased to \$50.00 per month.

**ARTICLE XXI
DURATION**

Section 1. Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Signed and entered into this ___th day of _____, 2012.

Chief Judge of the Circuit Court of Cook County

By: _____
Timothy C. Evans
CHIEF JUDGE

Union: American Federation of State, County and Municipal Employees (AFSCME),
Council 31, Local 3696, AFL-CIO.

By: _____

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

Signed and entered into this 18th day of July, 2012.

Chief Judge of the Circuit Court of Cook County

By: _____

Timothy C. Evans
CHIEF JUDGE

Union: American Federation of State, County and Municipal Employees (AFSCME),
Council 31, Local 3696, AFL-CIO.

By:

David W. Jones
[Signature]
James C. Lister
[Signature]
[Signature]
Sheri Williams
Vanessa Nash

APPENDIX A
JOB CLASSIFICATIONS

Administrative Assistant I, II
Bookkeeper II, III, IV
Statistician I
Cashier II
Clerk I, II, III, IV, V
Stenographer I, II, III, IV, V
Typist II and III
Storekeeper Operator II
Data Entry Operator I, II
Machine Record Operator III
Switchboard Operator II
Miltolith Operator II
Telephone Operator I
Collection Investigator I
Microfilm Operator I

MEMORANDUM OF UNDERSTANDING

The classifications of Support Staff in the Pre-Trial Unit shall become part of this Agreement as described in Article I, Section 1 and Appendix A of the Agreement.

The Pre-Trial Support Staff shall be granted full rights under the Collective Bargaining Agreement, between the American Federation of State, County and Municipal Employees (AFSCME) Council 31, Local 3696 and the Chief Judge of the Circuit Court of Cook County.

All benefits under the Collective Bargaining Agreement shall be retroactive to February 1, 1996.

MEMORANDUM OF UNDERSTANDING

Cook County and AFSCME Council 31, AFSCME locals 1111, 1178, 1276, 1767, 2226, 3315, 3477, 3486, 3692, 3696, 3958, and 3969 agree that Cook County will recommend to the Cook County Board of Commissioners that the following revision of the Cook County Travel Reimbursement Policy be made.

Current Language:

The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

Proposed Revision:

In order to be eligible for reimbursement, the employee must submit the Transportation Expense Voucher by no later than the 20th day of the month following the month in which the travel expense was incurred unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances. The Transportation Expense Voucher shall then be reviewed and approved by the Department Head or a designated representative, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate. The Department must submit the Travel Expense Voucher to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period, as described above, will not be denied reimbursement for failure of the Department to timely submit the voucher to the Comptroller's office. A copy of the Transportation Expense Voucher shall be retained by the department.

MEMORANDUM OF UNDERSTANDING

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

MEMORANDUM OF UNDERSTANDING

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.

MEMORANDUM OF UNDERSTANDING

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.