

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
AFSCME COUNCIL 31, LOCAL 3969
REPRESENTING EMPLOYEES IN THE OFFICE OF THE
PUBLIC GUARDIAN AND
CONCILIATION COUNSELORS/JUVENILE MEDIATORS
AND
THE CHIEF JUDGE OF THE
CIRCUIT COURT OF COOK COUNTY

Effective:

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PREAMBLE

This collective bargaining agreement is entered into between the Chief Judge of the Circuit Court of Cook County as Employer of employees covered by this Agreement (hereinafter referred to as the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, Local 3969 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.

The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Section 3. Dues Checkoff:

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

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

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

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

Section 4. "Fair Share":

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

B. Such fair share payment by non-members shall be deducted by the Chief Judge from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the Chief Judge the amount constituting said fair share, not exceeding the dues uniformly required by members of the Union, and the Union's cost 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 Chief Judge shall cooperate with the Union to ascertain the names, addresses and work locations of all employee non-members of the Union from whose earnings the fair share payment shall be deducted.

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 deduction will begin;
2. The percentage of dues which will be deducted as the fair share;
3. An explanation of how the percentage of fair share dues was calculated;
4. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated;
5. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Labor Relations Board at 160 N. LaSalle Street, Chicago, Illinois 60601, telephone number 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 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 the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

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

ARTICLE II EMPLOYER AUTHORITY

Section 1. Employer Rights:

The Employer, on its own behalf and on the 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 rights (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used, and the discontinuance of any services, material of methods of operation; (b) to introduce new equipment, methods or processed, 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 work force and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or 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. Constitutional Authority:

This Agreement recognizes that the Judiciary is empowered by the Constitution of the State of Illinois to set the time and places of holding Court and to order extended hours when necessary. It is understood that employees will comply with any such order. The Employer recognizes its obligation under the Illinois Public Labor Relations Act to negotiate over any permanent changes in the conditions of employment resulting from actions taken pursuant to Constitutional Authority.

Section 4. Professional Responsibility:

Nothing in this Agreement shall be construed to modify, eliminate or detract from the Public Guardian's right and duty to comply with all the provisions of the Illinois Code of Professional Responsibility, as well as the provisions of the Illinois Compiled Statutes defining the duties and responsibilities of the Public Guardian and an attorney and guardian ad litem for a minor or a disabled person.

In order to continue to provide the professional quality child-focused services to our court-ordered mediation clients and their children, for which we have received national and international recognition, Marriage and Family Counseling Service mediators will continue to participate in the activities, programs, and decisions in our offices that support our professional leadership, public advocacy and scientific research.

Section 5. 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 Office of the Public Guardian, **Marriage and Family Counseling Services, the Juvenile Court Mediation Program** and the judiciary.

**ARTICLE III
HOURS OF WORK**

Section 1. Office Hours:

The hours of work for social workers shall be as follows:

A. Social workers assigned to the Juvenile Division shall work from 8:30 a.m. to 4:30 p.m.

B. Social workers/case managers assigned to the Disabled Adult/Divorce Division shall work from either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. as determined by the Public Guardian/Designee.

The hours of work for all other bargaining unit members shall be from 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. as determined by the Public Guardian/Designee.

Employees who work outside the office shall call their supervisors within one-half hour of the time at which they begin work and before leaving their last stop outside the office at the end of their work day. It is expected that the work day begins with field visit/field work and not with work at home. When requested, employees shall be required to provide the telephone number and location from which they are calling. Employees who work outside the office remain obligated to provide a daily itinerary at the beginning of each work day.

Hours of work for conciliation counselors shall be either 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. or 9:30 to 5:30 p.m. as determined by the Director of Marriage and Family Counseling Services/Designee. On days conciliation counselors are assigned to Resource or Orientation, the hours of work shall be 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. On days conciliation counselors are assigned to Focus, the hours of work shall be 8:30 a.m. to 4:30 p.m.

Hours of work for Juvenile Court mediators shall be 8:30 a.m. to 4:30 p.m. or 9:00 a.m. to 5:00 p.m. as determined by the program's director.

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

Section 2. On Call Employees:

Bargaining unit employees who work as social workers/case managers for the Employer must be on call for a one-week period on a rotation basis with other social workers/case managers as well as non-bargaining unit members. Normally, the rotation requires social workers/case managers to be on call approximately three weeks per year. When on call, social workers/case managers are required to respond to all calls, regardless of the time that the call is received, and render appropriate services.

Employees who work as property managers for the Employer are required to render necessary emergency services for the properties which they maintain. It is expected that property managers will continue to render services during off hours when they are so required.

Section 3. Break Periods:

Each day a lunch period of one hour is allotted to be taken between the hours of 11:30 a.m. and 2:00 p.m. unless approved otherwise by the supervisor. It is assumed that an employee takes this lunch period each day unless his or her supervisor gives approval to the contrary. Employees will not work through the lunch hour in order to accrue overtime.

Support staff are also allowed two fifteen (15) minute breaks each day. Break periods cannot be used consecutively with the lunch hour unless otherwise approved by the supervisor.

Scheduling of lunch and break periods will be done by the supervisor.

Section 4. 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. If an employee renders emergency services or services while on call which result in overtime accrual, that employee is required to notify his/her supervisor within 24 hours of performing said work.

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 exceeding an eight (8) hour day but accruing to 40 hours or less in a work week.

Social workers who render services while on call and property managers who service a property outside of the normal work day are eligible to receive one and one half hours of compensatory time for every hour worked in performing these services.

Compensatory time may be accrued in no less than thirty (30) minute increments.

Conciliation counselors/mediators who are assigned to Saturday Focus on Children shall be compensated by either taking one day off during the work week prior to or after the assigned Saturday. Additionally, the employee may, upon receiving the approval of the supervisor, bank a day for Saturday work, which must be used by the employee within six months. The day off must be scheduled with the Director at least one week in advance.

Employees who are assigned by the Director to conduct outside presentations after working hours shall receive compensatory time for such presentations.

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.

In the event that the particular overtime work requires no specific skills or continuity of worker then the involuntary overtime will be assigned on the basis of inverse seniority on a rotating basis at that work location.

Employees receiving involuntary overtime assignments will be eligible for compensatory time in accordance with provisions A and C of this Section.

C. Use: Compensatory time will be used in no less than one half day increments. Requests for use of compensatory time must be made as follows:

Amount of Compensatory Time	Request Period (calendar days)
1 to 2 days	3 days
3 to 5 days	7 days
more than 5 days	14 days

Emergency circumstances may arise where an employee is unable to meet the above request time requirements. Under such circumstances, an employee may nonetheless be allowed to use accrued compensatory time if, in the Employer's sole discretion, operational needs allow such use. Such approval will not be unreasonably withheld.

Section 5. Compensatory Time Alternative:

Upon prior approval of the supervisor, an employee who performs overtime work may begin another workday later, or leave another workday 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 6. 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
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 date 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 days 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 that 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 reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, shall be the same as if employment had continued without interruption by Military Service.

I. Holidays recognized by the Employer are not to be counted as a 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 employees' seniority.

B. Vacation time, once scheduled between the Employer and the employee, shall not be revoked by the Employer unless operational needs reasonably require such revocation.

C. Requests for vacation time shall be made in the following matter:

Amount of Vacation Leave	Request Period (calendar days)
1 to 2 days	3 days
3 to 5 days	7 days
more than 5 days	14 days

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

ARTICLE V 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 favorable treatment as well.

Section 2. Life Insurance:

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

Section 3. Dental Plan:

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

Section 4. Vision Plan:

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

Section 5. Hospitalization - New Hires:

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

Section 6. Insurance Coverage for Laid Off Employees:

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

Section 7. Insurance Opt-Out:

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

Section 8. 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 offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department or institution. Severance of employment 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 for non-job related injury to the employee; appointments with physicians, dentists or other recognized

practitioners; or for serious illness, disability or injury in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave.

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

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

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

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

Section 9. Disability Benefits:

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

Section 10. 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 11. Domestic Partners Coverage:

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

Section 12. Benefit Eligibility:

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

**ARTICLE VI
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. Parental Leave:

Employees shall be granted parental leaves of absence due to the birth or adoption of a child. The length of such leave shall not exceed six (6) months. Except when notice is impossible (e.g. adoption situations), employees will notify the Public Guardian, the Director of Marriage and Family Counseling Services, and the Director of the Juvenile Court Mediation Program of the length of their leave and their expected date of return within ninety (90) days of his or her expected date of commencement of leave. If an employee desires to request an extension of said leave, the employee shall make said request to the Public Guardian, Director of Marriage and Family Counseling or Director of Juvenile

Mediation no later than fourteen (14) days prior to their original return date unless an emergency arises which prevents the request for extension of leave within the stated time.

Section 3. Personal Days:

All employees, except those in per diem status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leaves 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. 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 in the Public Guardian's Office may not be used consecutively unless approved by the Public Guardian/Designee. 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.

Personal days in Marriage and Family Counseling Services may not be used consecutively unless approved by the Director of Marriage and Family Counseling Services. Personal days in the Juvenile Court Mediation Program may not be used consecutively unless approved by the Director of Mediation. Employees must complete and submit the designated appropriate form for approval of personal day use to their supervisor no less than two (2) working days prior to use, unless an emergency situation arises which prevents such request. Severance of employment shall terminate all rights to accrued personal days.

Section 4. Jury Duty:

Approval will be granted for leave with pay for employees summoned for any jury duty. However, any compensation, less the travel allowance, must be turned over to the timekeeper.

**ARTICLE VII
SENIORITY**

Section 1. Probationary Periods:

A. After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six months after completion of initial training. 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.

B. New employees shall receive a minimum of 40 hours of in house training as defined by the Director. Such training shall be conducted during normal business hours.

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 thirty (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 thirty (30) calendar days.

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

A. Should the Employer determine that it is necessary to decrease the number of employees in the Public Guardian's Office, **the Department of Marriage and Family Counseling Services, or the Juvenile Court Mediation Program**, the employees to be laid off shall be determined on the basis of inverse order of seniority with their respective offices. Employees shall be recalled in order of seniority with their respective department.

The Union and the affected employees shall be provided with at least thirty (30) calendar days' notice prior to the effective date of the layoff.

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

B. Reduction in Work Force (Applicable to Grades 9 to 13 Job Classifications)

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. 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.

The least senior employee displaced in the work location 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. In the event that there are no vacancies within the bargaining unit, employees will be offered vacancies first within other AFSCME Locals. If no such vacancies exist, then employees will be offered support vacancies under the jurisdiction of their Employer, provided the employee has present ability to do the work.

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 as determined by the employer.

Section 4. Termination of Seniority:

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

- a. Resignation or retirement;
- b. discharge for just cause;
- c. absence for three (3) consecutive work days without notification to the timekeeper during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
- d. failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
- e. absence from work because of layoff or any reason for **twenty-four (24)** months except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- f. failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram to the employee's last address on file with the Personnel Department of the Employer;
- g. engaging in gainful employment while on an authorized leave of absence.

Section 5. Seniority List:

In January and July 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 Chief Judge shall post a similar list designating employees by their employee numbers and deleting employees names and addresses. Within twenty (20) calendar days after the date of posting, an employee must notify the Chief Judge 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 Chief Judge as provided herein. **The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union.**

ARTICLE VIII FILLING OF VACANCIES

Section 1. Posting:

The Public Guardian's Office 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 ten (10) working day period will be considered.

Vacancies in the Public Guardian's Office 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.

The Department of Marriage and Family Counseling Services will post all vacancies 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 ten (10) working day period will be considered.

Section 2. Permanent Bid List:

Employees in the Public Guardian's Office 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 who makes a filling of vacancy request shall receive a dated and initialed copy of the request within three (3) work days after receipt by the office administrator.

The Employer shall provide the Union on a quarterly basis a personnel transaction list for the department indicating all new hires, transfers, promotions, demotions and terminations stating the name and seniority of each personnel transaction.

The Union shall upon request, at a mutually convenient time, be allowed to inspect the bid list. The Union may also copy portions of the bid list at the time of inspection.

The Employer shall provide a current list to the Union of all budget 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 with the department

2. Recall from layoff within the department
3. Applicants from outside the bargaining unit

Promotions and transfer applications 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 for a position, all bidders shall be tested for that position. 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 no longer than one year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department.

Section 5. Interview:

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

Section 6. Filling of Vacancy Criteria:

- A. The following language will be applicable to salary grades 9 through 12.

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 candidates perform identically in all areas, seniority will be determinative.

- B. The following language will be applicable to all salary grades 13 and greater.

1. 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 of the candidates perform identically in all areas, seniority will be determinative.
2. **Additionally, vacancies in the Department of Marriage and Family Counseling Services which are filled by transfer shall be filled by the most senior qualified bidder, provided that he/she has at least 12 months of service with the Department. When no qualified bidders are available, the Employer may transfer the least senior qualified conciliation counselor in the downtown office involuntarily to meet the operational need of the Department. Such involuntary transfer shall be considered temporary. When the Employer fills the vacancy**

and there is an employee involuntary transfer, such vacancy shall be located at the work site where the employee, who was involuntarily transferred, was assigned. A newly hired employee must have a minimum of 12 months of service with the Department before replacing an involuntarily transferred employee.

ARTICLE IX HOLIDAYS

Section 1. Designation of Holidays:

A. Except in emergency and for necessary operations, all employees in the bargaining unit are entitled to a holiday on each occasion that the Circuit Court of Cook County is closed for a court holiday. Should a certain holiday fall on a Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Chief Judge.

C. If the number of holidays is reduced from 12 holidays per year during the contract period, the Employer agrees to meet with the Union to bargain over impact issues relative to that reduction.

Section 2. Holiday in Vacations:

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

Section 3. Work on a Holiday:

Employees will be allowed to work on Holidays based on operational needs subject to prior supervisory approval. For each holiday worked, the employee will receive another day off in accordance with the request requirements for vacation leave.

Section 4. Floating Holiday:

In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between

December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection, except for the Circuit Court Clerk which shall be in accordance with their current practice for compensatory time or accrued time. 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), the employee shall be compensated in cash (at the applicable rate) or

compensatory time, in accordance with current practice, provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an employee is required to work on an approved floating holiday, the employee shall receive the employee's regular hourly rate for the hours actually worked plus one and one-half 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 X LEAVES OF ABSENCE

Section 1. Regular Leave:

An employee may be granted a leave of absence without pay by the Public Guardian/designee, Director of Marriage and Family Counseling Services, or the Director of the Juvenile Court Mediation Program. Such leave shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service. An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Public Guardian/designee, Director of Marriage and Family Counseling Services, or the Director of the Juvenile Court Mediation Program. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted. Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 2. Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 3. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for parental or leaves provided by the Family Leave Act 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 4. Union Leave:

A leave of absence not to exceed one year without pay, will be granted at the discretion of the **appropriate Department Director** based on operational needs, 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 State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees for the entire year. Employee benefits will be provided as set forth in the Retention of Benefits Section of this Article. **Given that the local is shared between the Public Guardian, Marriage and Family Counseling Services, and the Juvenile Court Mediation Program, the Union will inform the Director of each Department of the employees selected to attend State and National conventions, and how the ten (10) paid days are to be shared.**

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.

The union shall notify the Public Guardian, the Director of Marriage and Family Counseling Services, and the Director of the Juvenile Court Mediation Program as to which employee(s) have been selected in each department and which employee(s) should receive the two paid days.

Section 5. 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 recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 6. Veterans' Conventions:

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

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 or 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 7. Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee that 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 8. Educational Leave: (Public Guardian Employees only)

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 County 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 or instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

Section 9. Use of Benefit Time:

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

Section 10. Approval of Leave:

No request for a leave, as defined in Section 1 and 4 of this Article, will be considered unless approved by **the appropriate Department Director, and the approval shall not be granted** if, in his judgement, such absence from duty at the particular time requested would subsequently interfere with the conduct of business.

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. 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 XI
DISCIPLINE PROCEDURE**

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 provided. The Employer may only discipline an employee for just cause.

Section 2. Types of Discipline:

- A. The Employer may only impose the following types of discipline:
 - 1. verbal reprimand;
 - 2. written reprimand;
 - 3. suspension;
 - 4. discharge.
- B. An employee shall not be demoted for disciplinary reasons.
- C. Discipline shall be imposed in a timely manner.

Section 3. Investigatory Meeting:

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

Section 4. 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 his/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 a verbal or written reprimand and provide the employee with the reasons for such discipline. An employee shall have the right to Union representation at the issuance of written reprimand. The employee shall be given the names of witnesses and copies of pertinent documents. A copy of the verbal or the written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 7 of this Article.

Section 6. Notification of Disciplinary Action:

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

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

Section 7. Removal of Discipline:

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

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although 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 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 and an employee may use accrued vacation, personal and compensatory time after the first fourteen (14) days of temporary suspension has elapsed.

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

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

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

ARTICLE XII GRIEVANCE PROCEDURE

Section 1. Policy:

All employees shall have the right to file a grievance and are assured freedom from coercion, restraint or reprisal by either the Union or the Employer.

Section 2. Definition:

A grievance is a difference between the Union or a bargaining unit member and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement or disciplinary action taken by the Employer. The Union will send copies of grievance appealed or submitted at Steps Two and Three to the Chief Judge or his 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 dependents) 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 3. Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievance through Steps One to Three 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. Where applicable and by mutual agreement, grievances may be initiated at Step Two or Three.

A grievance relating to all or a substantial number of employees or to the Union's own interest or rights with the Employer, may be initiated at Step Two or Three by mutual agreement.

Section 4. Meetings:

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

Section 5. Grievance Procedure Steps:

The steps and time limits for the grievance procedure are as follows:

A. Public Guardian's Office

Submission Time			Time Limits	
Step	Limit this Step	To Whom Submitted	Meeting	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	10 days	Public Guardian/ Designee		
3	20 days	Chief Judge/Designee	10 days	20 days
4	30 days	Impartial Third Party	30 days	30 days

B. Department and Marriage and Family Counseling Services

Submission Time			Time Limits	
Step	Limit this Step	To Whom Submitted	Meeting	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	10 days	Director	5 days	10 days
3	20 days	Chief Judge/Designee	10 days	20 days
4	30 days	Impartial Third Party	30 days	30 days

C. Juvenile Court Mediation Program

Submission Time			Time Limits	
Step	Limit this Step	To Whom Submitted	Meeting	Response
1	30 days	Director	5 days	5 days
2	10 days	Presiding Judge/Designee	5 days	10 days
3	20 days	Chief Judge/Designee	10 days	20 days
4	30 days	Impartial Third Party	30 days	30 days

Section 6. Time Limits:

The initial time limit for filing a grievance shall be thirty (30) days from the time the grievant became aware, or reasonably should have become aware, of the occurrence giving rise to the grievance. Time limits may be extended by mutual written agreement between the employee and/or Union and the Employer. Agreement on a date to conduct the meeting shall not be unreasonably withheld by either the employee/Union or the Employer.

Section 7. Stewards:

The Union will advise the Employer in writing of the names of the Stewards in each department and shall notify the Employer promptly of any changes. Stewards shall notify their supervisors before leaving their work assignments or area to handle grievances. Stewards will be permitted, by their supervisor, to process grievances referred by employees at the appropriate steps of the grievance procedure during normal working 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. Normally, stewards shall process grievances and confer with employees who are located at the same worksite as the steward.

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

Section 8. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Public Guardian, **Marriage and Family Counseling Services, or the Juvenile Court Mediation Program** facility for purposes of handling grievances or observing conditions under which employees are working. These representatives shall be identified to the **appropriate Department Director/designee in writing and on each occasion will first secure the approval of the appropriate Department Director/designee to enter a facility.** Union representatives shall conduct their business so as not to interfere with the operations of the Employer or disrupt the work of the employees. Such right of entry shall at all times be subject to the Employer's general rules applicable to non-employees.

Section 9. Impartial Arbitration:

A. **Arbitrator Selection:** If the Union is not satisfied with the Step Three answer, it may, within thirty (30) days after receipt of the Step Three answer, submit in writing to the Chief Judge/Designee notice that the grievance is to enter Impartial Arbitration. If the Chief Judge/Designee and the Union fail to reach agreement on an Arbitrator within fourteen (14) days, the two parties may request that the Illinois Labor Relations Board, the American Arbitration Association or the Federal Mediation and Conciliation Service provide a panel of arbitrators. Each of the parties will confer within seven (7) days of receipt of the panel to alternately strike one name at a time from the panel until only one name remains. The remaining name shall be the Arbitrator to hear and decide the grievance without unreasonable delay.

B. **Discovery:** Prior to an arbitration proceeding, either party may request of the other party any documents (or copies thereof), a list of witnesses or any other information relevant to the grievance and in control of the opposing party. Such requests shall not be unreasonably denied.

C. Arbitrator's Powers: The parties are entitled to request the Arbitrator to require the presence of relevant witnesses and production of relevant documents. The Arbitrator shall only have the authority to determine compliance or non-compliance with this Agreement, and to fashion an appropriate remedy. The Arbitrator, in his/her opinion, shall not amend, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Chief Judge/Designee and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the Arbitrator made in compliance with the above shall be final, in writing and shall include the reasons for each finding and conclusion. The Arbitrator's decision shall be rendered within thirty (30) working days following the last date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by the Chief Judge/Designee and the Union.

D. A grievance may be withdrawn at any time. A grievance that is not timely filed or extended by mutual agreement is waived.

E. Costs: Expenses for the Arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. The parties shall share the cost of recording the hearing. Each party shall pay for the cost of their own transcript and will share the cost of the Arbitrator's copy of the transcript. The parties shall meet prior to the Arbitration hearing to determine whether a recorded transcript of the hearing is necessary. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

F. 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 10. Arbitrators:

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.

Section 11. 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 12. 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 XIII
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 of the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

Section 6. Bargaining Unit Work:

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

A. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 2 (Bargaining Unit

Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and

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

ARTICLE XIV 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 accommodation 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 at all work sites. The items posted shall not be political, partisan or defamatory in nature.

Section 4. Partial Invalidity:

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

Section 5. Courses and Conferences:

A. At the discretion and prior approval of the Public Guardian, employees may attend non-mandatory courses or conferences related to the employee's work, subject to staffing and budgetary considerations. Any reasonable costs previously approved, in writing, by the Employer shall be paid for or reimbursed by the Employer. **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.**

The opportunity to attend such courses or conferences shall be offered to employees after consideration by the Employer of the relevancy of the course or conference to a particular employee's work, and the employee's overall work performance. Opportunity to attend courses and conferences will not be unreasonably withheld.

B. The Public Guardian's Office may conduct mandatory training programs during non office time. Employees obligated to attend shall receive compensatory time at the rate of one hour for each hour worked. The Employer shall distribute a schedule of training events or courses. The schedule shall be provided to all employees sufficiently in advance to accommodate employees who wish to arrange their schedules in order to participate. The existence of the schedule shall not preclude the approval of requests to attend other courses or conferences as provided in sub-section A above.

C. **In recognition of the professional development of employees and the quality and reputation of the Department of Marriage and Family Counseling Services, the Director may approve employee requests to attend courses or conferences related to the employees' work. To the extent possible, the opportunity to attend such courses and conferences shall be offered in an equitable manner. Any reasonable costs previously approved by the Employer shall be paid by the Employer. Finally, the Employer shall pay all reasonable costs for any course, conference or training that employees are required to attend.**

Employees will be required to use the AFSCME Education Benefit to be reimbursed for fees (full or partial) related to such conferences.

D. **The Department of Marriage and Family Counseling Services encourages its employees to become active members of professional associations related to their work. Employees who are officers or committee members of such organizations or who are selected to play an active role at a conference may seek the approval of the Director of Marriage and Family Counseling Services to attend the meetings or conferences of those organizations during regular business hours. If the approval is given for the employee to**

attend such a meeting/conference, the employee shall be paid his/her regular salary for each day or partial day that the employee would have been otherwise scheduled to work in the office. The employee may also apply for full or partial reimbursement from the Employer for reasonable expenses the employee incurred that are not reimbursed by the organization in question. Reimbursement for such expenses is subject to the sole discretion of the Employer.

Section 6. Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet quarterly or as mutually agreed otherwise through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than four (4) representatives to a labor-management committee for this purpose.

In-house committees in Marriage and Family Counseling (Focus on Children and emerging issues/professional development) will, at the Discretion of the Director, continue to meet monthly during working hours.

The department will continue to consider recommendations from its employees regarding changes in the Uniform Mediation Act.

Contingent on available funds, the department may purchase professional memberships and/or journals for the office. The above committees, as well as individual employees, may submit recommendations for consideration by the Director.

Section 7. 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 8. 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 proposal offered by a carrier as well as any other options regarding this issue.

Section 9. Meeting Rooms:

The Employer agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operational needs of the Employer.

Section 10. Personnel Files:

Employees may inspect their personnel files at times and in the manner prescribed by the Illinois Personnel Records Act. The Employer shall maintain personnel records in accordance with the Personnel Records Review Act.

Section 11. Contract Printing:

The Employer agrees to arrange for the printing of this Agreement in such numbers so as to provide a copy for every employee currently in the office and those likely to be hired while this Agreement is in effect.

Section 12. Direct Deposit:

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

Section 13. 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 14. Tax Shelters:

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

Section 15. Information Provided to Union:

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

Council 31 shall, upon request, receive such information on computer tapes, where available.

Section 16. Workload and Caseload Equity Committee:

This Committee will assist the Office of the Public Guardian Management in endeavoring to achieve workload standards and caseload equity to the greatest extent practicable among caseworkers and investigators in specific divisions.

Within sixty (60) days of the date of this Agreement, Management and the Union will each identify three (3) Committee members. Names of nominated Union representatives must be forwarded to the Public Guardian to ensure that they meet performance standards.

The Committee will meet quarterly with additional meetings as necessary. Recommendation developed by the Committee will be forwarded to the Public Guardian.

Section 17. Personal Support Program (PSP):

In addition to the County's Employee Assistance Program, effective December 1, 2006, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program (PSP). 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. 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 employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

Section 19. 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 20. 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 21. Secondary Employment:

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

Section 22. Personnel Manual:

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

Section 23. 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 XV
UPWARD MOBILITY PROGRAM**

Section 1. Goals and Priorities:

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

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

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

B. Needs Assessment. The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in Section A, and shall make a recommendation to the parties not later than June 1 of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1 of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 1, and are designed to supplement existing employer training and development programs.

**ARTICLE XVI
JOB CLASSIFICATIONS**

Section 1. Classification Review Committee/Job Audits:

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

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

**ARTICLE XVII
EDUCATIONAL BENEFITS**

Section 1. Educational Fund:

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

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

**ARTICLE XVIII
SUB-CONTRACTING**

Section 1. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, **for example, for reasons of efficiency or economy**. The Employer will 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. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

ARTICLE XIX 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 area 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 (Public Guardian Employees only) :

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

The Employer agrees that employees who operate VDT's will be granted 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 her original position if available.

Section 4. Communicable Diseases:

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

A. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.

B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.

C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work. Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee. Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop a comprehensive policy/policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

**ARTICLE 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 Change:

A. Effective December 1, 1993, pay grades 7 and 8 shall be eliminated for all classifications covered by this Agreement. All classifications currently assigned to pay grade 7 or 8 shall be assigned to pay grade 9.

B. Effective December 1, 1993, all Caseworker IIs will be upgraded to the PSI scale.

C. Effective December 1, 1993, all Caseworker IIIs will be upgraded to the PSII scale.

D. 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 employee 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 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 notice of cancellation thereafter.

Signed and entered into this _____ 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 3969, AFL-CIO.

By:

~~IN DA~~ *by [Signature]*
Gwendolyn Grant
Phillip Curran
Jacob Koroni

**Appendix A
Job Classification
AFSCME Local 3969**

All employees of the Cook County Public Guardian's Office in the following classifications/positions:

Accountant II, III, IV
Administrative Assistant I, II, III, IV, V
Bookkeeper III
Caseworker II, III
Clerk II, III, IV, V
Investigator I, II
Stenographer III, IV, V
Telephone Operator I, II
Typist II, III

All employees of the Cook County Department of Marriage and Family Counseling Services in the following classifications/positions:

Conciliation Counselor*

All employees of the Juvenile Court Mediation Program in the following classifications/positions:

Conciliation Counselor**

*Added May, 2004

**Added September 14, 2004

**Appendix B
Health Care**

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

Effective December 1, 1997, HMO Prescription Co-pay - \$3.00 per prescription.

Effective December 1, 2002, \$3.00 office visit co-pay.

Effective December 1, 2002, mail order prescription drug co-pays of \$5.00 for generic drugs and \$10.00 for brand name drugs.

MEMORANDUM OF UNDERSTANDING

The Employer will develop a Code of Conduct for employees to be distributed to employees and the Union. The Code of Conduct will be made part of the Policy and Procedure Manual.

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.