

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE OFFICE OF THE CHIEF JUDGE**  
**CIRCUIT COURT OF COOK COUNTY**  
**AND**  
**TEAMSTERS 714 REPRESENTING SELECT**  
**ADMINISTRATIVE AND SUPPORT EMPLOYEES**  
**OF THE CHIEF JUDGE'S OFFICE**

January 1, 2009, to November 30, 2012

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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 Teamsters Local Union Number 714 (hereinafter referred to as the "Union"),

## **ARTICLE I PURPOSE**

Whereas, it is the intent and purpose of the parties to hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

Whereas the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such matter as to interfere with the constitutional, statutory, and inherent powers of the Judicial Branch; and

Whereas, the parties recognize the central role of the Employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

Whereas, the parties jointly recognize the role of the employees in carrying out the day-to-day work of the judicial system; and

Whereas, the parties recognize that the users of the Court's service demand and have a constitutional right to prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law; statutory, civil, and constitutional rights;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE II RECOGNITION**

### **Section 2.1 Representative Unit:**

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the Illinois State Labor Relations Act, 5

Illinois Compiled Statutes 315 et seq., for the unit of Office of the Chief Judge, Department #310 employee classifications listed in Appendix A of this agreement. Excluded from this unit are all supervisory, managerial, confidential employees and any employees who are empowered to perform corrective action, as well as those employees/assignments excluded pursuant to the August 2007 agreement between the parties.

**Section 2.2 Union and Employer Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under grievance procedure, the Union and the Employer agree to meet every four (4) months through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The location will be at the Administrative Office and will be chaired alternately by either party.

Arrangements for such meetings shall be made in advance and a written agenda of the matters to be discussed at the meeting shall be exchanged by parties five (5) days prior to date of the meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

**Section 2.3 Union Bulletin Boards:**

A. The Union shall provide bulletin boards and the number, size, and location of each board shall be mutually agreed to by the parties.

B. The boards and/or space shall be for the sole and exclusive use of the Union.

C. The items posted shall not be political, partisan, or defamatory in nature.

D. The Chief Judge or the Judge's designated representative shall be provided with a copy of all items prior to posting.

**Section 2.4 Union Membership:**

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date shall maintain his/her membership during the term of this Agreement except as provided herein.

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.

**Section 2.5. Dues Checkoff:**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of up to five cents (5¢) for making such deduction.

**Section 2.6 Fair Share:**

A. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act. All employees covered by this Agreement will, within 30 days of the Union meeting said conditions or within 30 days of their employment by the Employer, either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration, and pursuing matters affecting employee wages, hours and other conditions of employment.

B. Such fair share payment by non-members shall be deducted by the Chief Judge from the earnings of the non-members 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 of 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 payments shall be deducted.

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

1. When fair share deductions will begin;
2. The percentage of dues which will be deducted as the fair share;
3. An explanation of how the percentage of fair share dues was calculated;
4. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated;

5. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Labor Relations Board, 160 North LaSalle Street, Suite C-400, Chicago, Illinois 60601, 312-793-6400.

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

F. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account according to any applicable rules promulgated by the Illinois State Labor Relations Board. If no such rules have been promulgated, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fees being collected from non-Union employees which is in dispute. If the Union escrows less than the full amount of fees in dispute, it must justify the limited escrow on the basis of an independent audit, and the escrow figure must be independently verified. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrowed funds will be outside the Union's control until the final disposition of the objection; and the escrow fund will terminate and the fund therein will be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

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

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

**Section 2.7. Religious Exemption:**

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

**Section 2.8. Indemnification:**

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

**Section 2.9. D.R.I.V.E. Authorization and Deduction:**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington, DC 20001

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Sent on a monthly basis, in one check, will be the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number, and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

**Section 2.10. Union Activity During Working Hours:**

A. Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time off, with pay, during working hours, to attend Union negotiations, grievance hearings, labor-management meetings, and committee meetings, if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards or grievants.

B. Employees may not be excused from employment, for any of the above mentioned purposes, if such absence would hinder the efficient operation of their department.

**Section 2.11. Union Business Access:**

A. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. The business

representatives will first give notice upon arrival to the Department Head/designee prior to entering and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Chief Judge Department rules applicable to non-employees.

B. Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit or Employer premises, shall be made in advance, with the Human Resources Administrator or designated representative.

C. Meeting rooms may be made available, at reasonable times, upon request by the Union, so long as it does not interfere with the office operations.

### **ARTICLE III EMPLOYER AUTHORITY**

#### **Section 3.1 Employer Rights:**

The Employer, on its own behalf and on the behalf of its electors, hereby retains and reserves unto itself without limitation of all powers, rights, authority, duties and responsibilities conferred up on 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 adopted by the Employer and any rules and regulations implemented by the Employer or adopted by the Court. The Union recognizes that Employer has the full authority and responsibility for directing its operations and determining policy. Further, all rights which ordinarily vest in and are recognized by employers are reserved to and remain vested in the Employer, including but without limiting the generality of foregoing the rights (a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services to the Judiciary; (b) to establish the qualification and competency of employees for promotion or transfer to other positions; (c) to determine and establish reasonable rules of conduct and work rules; (d) to determine and establish work schedules and assignments; (e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary; (f) to take disciplinary actions against employees for just cause; (g) to establish reasonable work and productivity standards and to amend such standards; and establish and/or revise performance standards or norms; (h) to lay off employees because of lack of work or funds or other legitimate reasons; or to change or eliminate methods, equipment, and facilities for the improvement of operations; (i) to determine the size and composition of the work force; (j) to determine the methods, means, organization; and number by personnel such operations and services shall be provided; (k) to contract out for goods and/or services; (l) to take whatever action is necessary to comply with State and Federal law; (m) to maintain the efficiency of Judicial operations and services; (n) to take whatever action is necessary to carry off the functions of the Judiciary in emergency situations; (o) to establish wage rates for any new or

changes classifications; and (p) to set its overall budget, except as amended, changed or modified by this Agreement.

**Section 3.2 Employer Obligation:**

The Union recognizes that this Agreement does not empower the Employer to do anything that is prohibited from doing by law. Furthermore, nothing in the Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer.

**Section 3.3 Employee Obligation:**

Employees shall conduct themselves in accordance with the rules of professional conduct/ethics of their profession as well as 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 Chief Judge and the Judiciary.

**ARTICLE IV  
HOURS OF WORK**

**Section 4.1 Regular Work Periods:**

Each regular full-time employee is compensated with a bi-weekly salary which represents two forty (40) hour workweeks. The workweek begins Sunday at 12:01 a.m. and ends at midnight on Saturday. In order to receive the full salary and commensurate benefits, the employee must account for forty (40) hours each workweek in the form of actual time worked and approved paid time. Meal periods and paid leaves are not considered actual time worked. It is understood that the employer may establish schedules for employees who depart from their normally scheduled workday or workweek in order to meet operational needs. In such circumstances, the Employer shall, where reasonably practicable, give one week advance notice of a change to the employee. The hours of work for each regular full-time employee will consist of an eight (8) hour workday and may coincide with standard office hours, 8:30 a.m. to 4:30 p.m., except that the employees shall continue to work until the court proceedings that day are concluded.

**Section 4.2 Lunch Periods:**

Each eight (8) hour work day will include a one (1) hour lunch period for all employees. This lunch period shall be scheduled between 11:00 a.m. and 2:00 p.m. or to coincide with the lunch break determined by the judge or supervisor. In no event shall a lunch period, scheduled or otherwise, take precedence over any court proceedings or court assignment related to such proceedings. The lunch period may not be combined with the break period unless approved by the employee's supervisor. It is assumed that the employee takes his/her lunch period each day.

**Section 4.3 Break Periods:**

Each employee shall receive two (2) nonconsecutive fifteen minute breaks as scheduled by the supervisor. In no event shall a rest period take precedence over any court proceeding or court assignment related to such proceedings.

**Section 4.4 Compensatory Time:**

**A. Accrual:**

When operational needs require overtime work, such overtime must be approved by the employee's supervisor, prior to the overtime being performed, except in crisis situations where prior approval cannot be secured. Overtime may only be assigned and/or approved by the employee's supervisor.

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

Employees shall receive compensatory time at the rate of one hour for every hour worked between 35 and 40 hours in a work week.

Meal period and paid leaves are not considered actual work and are not part of this calculation of overtime. Compensatory time earned must be used within 45 days of being accrued.

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

**B. Involuntary Overtime:**

When operational needs require, employees will work involuntary overtime to complete the court call, trial, or assignment.

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

**C. Use:**

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

<b>Amount of Compensatory Time</b>	<b>Request Period</b>
1 day or less	3 days
more than 1 but less than 5 days	7 days
5 days or more	10 days

Emergency circumstances may arise where an employee is unable to meet the above

request period requirements. Under such circumstances, an employee may nonetheless be allowed to use accrued compensatory time upon approval of the employee's supervisor.

**D. Compensatory Time Alternative:**

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

**Section 4.5 Chief Judge/Constitutional Authority:**

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

**Section 4.6 Docking Provision:**

Time not worked due to late arrival, extended lunch break, or early departure will not count toward the required hours of the workweek and an employee will be docked for all time not worked. The docking for hours not worked is not in lieu of the discipline process which may be pursued by the Employer.

**Section 4.7 Flex Time:**

Providing there is no conflict with the needs of the court and the department where assigned, the work schedule may be adjusted to accommodate temporary (temporary does not include dental, vision, or doctor appointments) or time limited extraordinary circumstances of an individual employee. Accommodation for adjusted work schedules are at the sole discretion of the supervisor and must be previously approved by the supervisor.

**ARTICLE V  
VACATIONS**

**Section 5.1 Vacation Leave:**

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

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

B. Computation of vacation leave shall begin at the initial day of employment at 3.08 hours per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 4.62 hours per pay period and on the fourteenth (14th) anniversary to 6.15 hours per pay period. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

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

D. Any employee who has rendered continuous service to the County of Cook, 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 Office of the Chief Judge for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

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

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

G. Any employee who is a 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.

H. Holidays recognized by the Employer are not to be counted as part of a vacation.

I. Any employee who fails to report for duty on the last scheduled day before vacation and/or the first scheduled return day will be required to provide verifiable proof of medical or personal emergency to receive payment for the extended absence day(s).

**Section 5.2. 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. Additionally, certain departments and/or court divisions may direct employees to submit vacation requests on an annual basis. When this occurs, vacation requests will 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. Additionally, to maintain continuity of services, it may be necessary to limit or prohibit the taking of vacation during a particular period.

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

Amount of Vacation Time	Request Period (work days)
more than 1 but less than 3 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 VI  
WELFARE BENEFITS**

**Section 6.1. Contributions-Health Benefits:**

The Employer agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums.

**Section 6.2. Insurance Opt-Out:**

The Employer agrees to pay eight hundred dollars (\$800) per year to eligible employees who opt-out of the Employer's health benefit program, provided that prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative 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 who lose their alternative health care coverage may enroll in or be reinstated to the Employer's health benefit program.

**Section 6.3. Dental Plan:**

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

**Section 6.4. 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 Medical HMO plans.

**Section 6.5. 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 first day of the month following an employee's date of hire through the expiration of the first full health plan year following such date of hire.

**Section 6.6. Flexible Benefits Plan:**

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

**Section 6.7. Life Insurance:**

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

**Section 6.8. Insurance Claim Disputes:**

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

**Section 6.9. Health Benefits for Domestic Partners:**

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

**Section 6.10. Sick Leave**

A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 3.69 hours per 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 not 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 employ is using that already accumulated.

C. Sick leave may be used for illness, disability incidental to pregnancy of 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 or member of household 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 individuals 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 to 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 provided a doctor's excuse is submitted.

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

#### **Section 6.11 Disability Benefits:**

Employees incurring and 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 employee who are participants in the County Employee Pension Plan. Disability benefits will be reduced by any worker's Compensation Benefit 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 entitle to receive, on the thirty-first (31) day following disability, fifty percent (50%) of salary while disabled. Employees are eligible for three (3) months of disability pay for each fully 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 disability. All provisions of the Section are subject to change in conjunction with changes in State laws.

#### **Section 6.12 Pension Plan:**

Pension benefits for employee covered by this Agreement shall be mandate under Chapter 40 of the Illinois Compiled Statutes.

### **ARTICLE VII ADDITIONAL BENEFITS**

#### **Section 7.1 Bereavement Leave:**

Excused leave with pay will be granted, up to three (3) working days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband/wife, child (including stepchildren

and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, in which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay, except where the funeral is to be held out of Illinois, and beyond the states contiguous to Illinois, the employee shall be entitled to a maximum of five (5) normal days of pay.

An employee taking a bereavement leave hereunder must provide satisfactory proof of death, relationship to the deceased, and attendance at the funeral. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

**Section 7.2 Attendance in Court Required:**

Full time or part time employees called for jury duty or subpoenaed by any legislative or judicial branch for work-related purposes, shall be allowed time away from work with pay for such reasons.

Upon receiving the sum paid for serving as a witness or on a jury, employees shall submit the check to the Administrator's Office to be returned to the appropriate fund.

Employees must notify the Administrator or designee as soon as possible when called to jury duty upon being subpoenaed.

Employees who receive a subpoena to appear in personal non-work related litigation must use available vacation leave or be placed on a leave without pay status.

**Section 7.3 Personal Days:**

All employees, except those in part-time status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 1.23 hours per pay period. Employees may be permitted these four (4) days off with pay for personal leaves for such occurrences as observances of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time, except as described hereinafter. 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. Employees will be allowed to carry over Personal Day Leave not to exceed 1.499 days per County policy.

For the use of one (1) personal day, the employee must complete and submit the designated form for approval of personal day use to their supervisor no less than three (3) working days prior to use unless an emergency situation arises which prevents such

request. For the use of more than one (1) personal day or the combination of personal time with vacation time, the request period will correspond to the amount of total leave requested as found in Article VI, Section 2, item C (vacation scheduling). Severance of employment shall terminate all rights to accrued personal days.

## **ARTICLE VIII SENIORITY**

### **Section 8.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new full time employee, or a similarly situated employee hired after a break in continuous service, shall be twelve (12) months from the date of hire. 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 the most recent hire.

### **Section 8.2 Definition of Seniority:**

Seniority is defined as the length of continuous service of an employee for the Employer within Department #310 since the employee's last date of hire. However, this paragraph shall not reduce the seniority of any employee who, prior to initial ratification of this Agreement, received seniority credit for service performed in another office under the authority of the Chief Judge.

### **Section 8.3 Termination of Seniority:**

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

1. Resignation or retirement;
2. Discharge for just cause.

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

1. Absence for three (3) consecutive work days without notification to the Department Head/designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
2. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;

3. Absence from work because of layoff or any reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits.
4. Failure to report to work upon recall from layoff within five (5) 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 Human Resources Department of the Employer.
5. Engaging in gainful employment while on an authorized leave of absence, with the exception of a paid internship related to his/her education requirements while on an authorized leave of absence or continued approved secondary employment which conforms to the Employer's policy on secondary employment.

**Section 8.4 Seniority List:**

A. On the effective day of this Agreement, the Employer shall prepare a seniority list which shows the dates of hire, the names, and job titles of all employees within the bargaining unit entitled to seniority.

B. By January 15<sup>th</sup> and July 15<sup>th</sup> of each year, the Employer will provide the Union with an up-to-date copy of the seniority list.

**Section 8.5 Application of Seniority:**

Seniority shall govern in the selection of vacations or other time off.

**Section 8.6 Reduction in Work Force, Layoff and Recall:**

A. Should the Employer determine that it is necessary to decrease the number of employees in a non-judicial unit/department, the Employer will identify the unit/department from which the layoff is to occur, as well as the job title/classifications to be reduced. The employees to be laid off in that unit/department shall be determined on the basis of inverse order of seniority with the Office of the Chief Judge. The Employer will provide the Union with thirty (30) days advance notice prior to the effective date of the layoff or as much notice as is practicable under the circumstances. Laid off bargaining unit members shall remain eligible for recall for a period of two (2) years.

B. The above section shall apply in the same manner to those in the judicial units/departments. Judicial units/departments are as follows: Chancery, Law, Probate, Criminal, County, Domestic Relations, Juvenile Justice, Child Protection, Municipal District 1, Municipal District 2, Municipal District 3, Municipal District 4, Municipal District 5, and Municipal District 6. Following a reduction in force or a layoff, to

maintain court operations, the Employer in its sole discretion can refill positions without regard to seniority.

**Section 8.7 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 VIII, Section 7 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and/or

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 VIII, Section 7 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

The parties recognize that to meet the operational need of the court, the work force must be flexible in responding to peak or duty needs. The Employer may assign staff as needed to cover other assignments during the work day. Such assignment will be limited to the employee's work location of record; however, the Employer is not prohibited from temporarily transferring an employee to another work location, provided such transfer does not exceed 30 work days.

**ARTICLE IX  
FILLING OF VACANCIES**

**Section 9.1 Filling of Vacancy:**

A. Non-judicial unit/department:

When a position opens in a non-judicial unit/department supervised by a non-judicial manager or director, either through the creation of a new position in an existing bargaining classification or through a vacant bargaining unit position set to be filled, the following process will apply to the filling of the vacancy:

- The director/manager will determine the job duties.

- The director/manager will seek transfer/promotion from within his/her unit. Incumbent employees in the unit have preference if qualified, as determined by the director/manager.
- If no employee from within the unit/department is selected, the director/manager will utilize the transfer list to determine eligible candidates for the position. If the job duties for a vacant position require different knowledge, skills, and abilities than an employee's current position, the employee may be required to participate in a selection process to determine eligibility. The Employer will maintain a skills database where employees can register their qualified skills (qualifications)
- In the selection from amongst bargaining unit members, the Employer will choose the most senior qualified candidate.
- If no qualified bidders are identified, the Employer may seek applicants from outside the bargaining unit.

**B. Judicial unit/department:**

When a position opens in a judicial unit/department, either through the creation of a new position in an existing bargaining unit classification or through a vacant bargaining unit position set to be filled, current bargaining unit members can indicate interest and compete with external applicants for the judicial unit/department position by pre-certifying his/her skills and ability by completing and submitting a bid form to the Human Resources Department. The Employer, in its sole discretion, shall fill the vacancy with the most qualified applicant. The determination of the Employer is not grievable under the provisions of this collective bargaining agreement.

**Section 9.2 Transfer Requests (non-judicial unit assignment):**

An employee with one year of continuous service may request a transfer. The transfer request form must be submitted to the Human Resources office and must contain the department, title, and location of the assignment sought. No more than two transfer requests can be maintained by each employee at any time. Transfer requests are valid for one year, and they can be withdrawn by the employee at any time. In determining which employees are qualified, the Employer will consider such factors as job performance, experience, training and education, skills, abilities, and the results of the interview with the employee (if required). The department will exercise discretion when considering the transfer of an employee where there are relevant performance issues or a relevant disciplinary record. The Employer is not required to consider another transfer request from that employee until one year after the date of transfer/promotion is granted.

## ARTICLE X HOLIDAYS

### Section 10.1 Designation of Holidays:

A. Except in emergency and for necessary operations, all full time employees in the bargaining unit are entitled to a holiday on each occasion that the Circuit Court of Cook County is closed for 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, the Employer agrees to meet with the Union to bargain over impact issues relative to that reduction.

### Section 10.2 Holidays 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 10.3 Work on a Holiday:

If for any reason the Employer requires a regular employee to work on any holiday, the employee will be paid at his/her straight-time rate for all hours actually worked and will receive a mutually agreed upon day off for which he/she will receive pay at his/her usual daily rate of compensation. An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday. An employee scheduled to work on a holiday who calls in sick shall not be eligible for the paid holiday unless verifiable proof of illness or emergency is provided.

### Section 10.4 Eligibility:

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

### Section 10.5 Floating Holiday:

In addition to the holidays listed, employees 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. This floating holiday will be scheduled in accordance with the procedure for vacation selection as set forth in the "Vacation" article of the Agreement. Use of the floating holiday is restricted to a full day increment. It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. When that occurs, the Employer may or may not approve the use of the floating holiday, but such use will not be unreasonably withheld.

## **ARTICLE XI DISCIPLINE PROCEDURE**

### **Section 11.1 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 proceed to a more severe 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 11.2 Types of Discipline:**

A. The Employer may only impose the following types of discipline:

1. oral reprimand (documented);
2. written reprimand;
3. suspension;
4. discharge.

B. Discipline shall be imposed in a timely manner.

### **Section 11.3 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.

### **Section 11.4 Pre-disciplinary Meeting:**

A. Purpose: Prior to the imposition of suspension or discharge, the Employer/designee shall convene a pre-disciplinary meeting. The Employer/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The

Employer/designee, will afford the employee an opportunity to rebut any evidence or charges against him/her.

B. Representation: The employee is entitled to have a Union representative at the pre-disciplinary meeting if the employee so requests.

C. Notices: The Employer/designee will notify the employee of the date of the pre-disciplinary meeting. No less than two (2) working days prior to the pre-disciplinary meeting date, the Employer/designee will provide the employee and the Union with the date, time, and location of the meeting and reason(s) for the contemplated disciplinary action.

#### **Section 11.5 Notification of Disciplinary Action:**

In the event that disciplinary action is imposed, the Employer shall provide the employee and the Union a statement describing the discipline and the reasons for such discipline. A copy of the disciplinary action will be placed in the employee's personnel file.

#### **Section 11.6 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) 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.

#### **Section 11.7. Temporary Suspension:**

When the Employer believes the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. When an employee receives written notification of being placed on temporary suspension, the notice will contain the reason(s) for the temporary suspension and a copy of that notice will also be forwarded to the Union. 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 14 calendar days of temporary suspension shall be without pay. An employee may use accrued vacation, personal and compensatory time after the first 14 days of temporary suspension has elapsed.

If no disciplinary action is issued by the Employer, the employee shall be reinstated, reimbursed for lost salary or any leave time used and any leave or benefit time which would have accrued during the temporary suspension. Also, the record of temporary suspension shall be removed from the personnel file.

If the length of temporary suspension exceeds the disciplinary action given, the employee shall be reimbursed for the difference in salary, the difference in the leave time, if used, and any leave or benefit that would have accrued.

If the employee is placed on temporary suspension exceeding 45 days, that employee may file a grievance for the sole purpose of determining whether a continued temporary suspension is reasonable. Resolution of this grievance shall not waive an employee's right to grieve any discipline ultimately issued.

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.

## ARTICLE XII GRIEVANCE PROCEDURE

### **Section 12.1 Purpose:**

The purpose of this grievance procedure is to establish an effective process for the fair, expeditious, and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement as applied, and about alleged violations of this Agreement including discipline.

### **Section 12.2 Informal Resolution:**

The informal resolutions of differences or grievances is urged and encouraged at the lowest possible level of supervision. Any employee having a grievance shall first raise the matter with his/her immediate supervisor.

### **Section 12.3 Steps of the Grievance Procedure:**

**Step 1** - If a grievance is not settled at the time it is raised with the immediate supervisor, or lowest appropriate level of management, in order to proceed further, the grievant must reduce the claim to writing and submit the grievance to the manager/designee in conformity with the requirements of the following paragraph:

1. The grievance shall be presented on the form provided by the Union, and must be signed by both the grievant and the Union Steward
2. The grievance form must contain a clear and detailed statement of the grievance and the facts upon which it is based, citing alleged violations of the Agreement and the remedy or correction requested.
3. The grievance must be submitted to the immediate manager/designee within fifteen (15) working days of when the employee became aware, or should have become aware, of the occurrence. Within five (5) working days, the manager/designee shall convene a meeting to review the grievance. The manager/designee shall convene a meeting to review the grievance. The manager/designee shall then give his/her decision in writing to the Union and the employee within seven (7) working days after the grievance meeting.

**Step 2** - If the grievance is not settled in Step 1, the Union may appeal to Step 2 by presenting the written grievance to the manager's supervisor within five (5) working days after the Union's receipt of the first step answer. Within five (5) working days, that supervisor/designee shall convene a meeting to review the grievance. A written decision will be provided to the appropriate Union Steward, within ten (10) working days after the grievance meeting.

**Step 3** - If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Chief Judge/designee. Such appeal must be made within five (5) working days from the date of the Step 2 written response. The Chief Judge/designated representative, within ten (10) working days, may hold a meeting to discuss the grievance. If a meeting is held, the Chief Judge and/or a designated representative shall have thirty (30) working days in which to file an answer, in writing, to the appropriate Union representative.

**Step 4** - Within thirty (30) days of receipt of the Chief Judge's decision, by means of written notification to the Chief Judge/designee, the Union may appeal the grievance to arbitration. The grievance may be submitted to either a mutually agreeable arbitrator or to an arbitrator agreed upon through the alternate strike method from a list provided for that grievance by the Federal Mediation and Conciliation Service.

**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 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 extension of such period is agreed to by the Chief Judge/designee and the Union.

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.

#### **Section 12.4. Time Limitations for Grievance Procedure:**

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement. A grievance may be withdrawn at any time.

#### **Section 12.5. Grievance Form:**

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

#### **Section 12.6. Stewards:**

The Union will advise the Employer in writing of the names of the stewards and alternates, and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases, the primary mission of the Employer and proper manpower considerations shall be controlling. Stewards will only handle grievances from their own work locations. In the event a work location has no steward, a steward from the worksite closest to the grievance location will process the grievance.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement.

**ARTICLE XIII  
CONTINUITY OF OPERATION**

**Section 13.1 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 or any extension thereof.

**Section 13.2 Union Liability and Duty:**

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

- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- B. Notify employees of its disapproval of such action and instruct employees to return to work immediately.
- C. Post such notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

**Section 13.3 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 13.4 Reservation of Rights:**

In the event of any violation of this Article by the Union or the Employer, the

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

**Section 13.5 No Lock-Out:**

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

**ARTICLE XIV  
MISCELLANEOUS**

**Section 14.1 No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, 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.

Grievances – Remedies: Members of the bargaining unit asserting violation of this Section may process their grievance up to, but not including, the arbitration step of the grievance process. Employees dissatisfied with the disposition of their grievance under this Section may seek redress before the appropriate administrative agency or court.

**Section 14.2 Savings Clause:**

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

**Section 14.3 Personnel Files:**

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

**Section 14.4 Secondary Employment:**

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

**Section 14.5 Distribution Contract:**

The Employer shall print and make available a copy of the contract to all current bargaining unit members.

**Section 14.6 Credit Union:**

With approval of the County Board, the Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members: Synergy Credit Union (sponsored by Teamsters Local 714) or Credit Union One (offered by County).

**Section 14.7 Safety:**

The Employer will endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws.

**Section 14.8 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 shall meet to discuss the matter. It is the intent of the parties that any reasonable accommodations adopted by the employer conform to the requirements of this Agreement where practicable. 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. The employer agrees that it shall not apply this section in a discriminatory, arbitrary, or capricious manner. Nothing in this section shall require the Employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

**Section 14.9 Employee Development and Training:**

The Employer and the Union recognize that changes in operation 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 operation. In the event the affected employee does not possess the required skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

**Section 14.10 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their

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

**Section 14.11 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 14.12 Subcontracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Union at least four (4) 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 in other bargaining unit positions.

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**ARTICLE XV  
LEAVES OF ABSENCE**

**Section 15.1 Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head or designee. Such leave shall be limited to one (1) month for every full year of continuous employment with 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 Department Head or designee. 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, 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 15.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue seniority or 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 15.3 Retention of Benefits:**

An employee will not earn sick pay, or vacation credits, or personal days while on a leave of absence. An employee on a leave of absence except for parental leave or leave provided by the Family Leave Act will be required to pay the cost of the insurance benefits 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 Human Resources 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 15.4 Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted at the discretion of the Employer's designee 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 fifteen (15) 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.

**Section 15.5 Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for by the Universal Military Service and Training Act of 1951, as amended.

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

**Section 15.6 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:

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

**Section 15.7 Educational Leave:**

- A. Upon request, a leave of absence for a period not to exceed six (6) months may be granted to a full-time employee with at least two (2) years of Employer service, if operational needs allow, in order that the employee may attend a recognized college, university or technical school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.
- B. The employee is eligible for tuition reimbursement, should Cook County announce and fund such a program for all Cook County employees.

**Section 15.8 Use of Benefit Time:**

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave. However, notwithstanding any provision herein to the contrary, employees when taking FMLA leave will be required to utilize accrued time.

**Section 15.9 Change of Anniversary Date:**

Absence from 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 but less than one (1) year, all absences without leave shall be deducted in computing total service and will effect a change in the anniversary date.

**Section 15.10 Family Medical Leave Act (FMLA):**

Eligible employees are entitled to up to twelve (12) workweeks unpaid leave per rolling 12-month period for FMLA. Insurance coverage shall be maintained only in accordance with FMLA leave, i.e. up to twelve (12) weeks and meeting FMLA standards. At the employee's option, the employee may utilize any accrued paid time off option in lieu of unpaid leave status. During such leave, all applicable benefits shall continue to accrue. Upon giving notice to the employee, FMLA will be charged to an employee any time an employee requests parental, maternity, personal, disability, and medical leave of absence that is also FMLA eligible. Time off for employee injured on duty shall not be applied to FMLA, provided the time off injury is determined to be covered under workman compensation.

**ARTICLE XVI  
RATES OF PAY**

See Memorandum of Understanding dated December 4, 2008.

**ARTICLE XVII  
DURATION**

**Section 17.1 Term:**

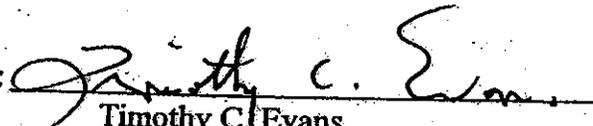
This Agreement shall become effective January 1, 2009, and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter, unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate the Agreement.

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

The Employer reserves the right to amend, delete or bring additional proposals.

Signed and entered this 18th day of February, 2009.

Chief Judge of the Circuit Court of Cook County

By:   
Timothy C. Evans

Union: Teamsters Local Union Number 714

By: pt. Harold Trustee  
Harold J. Trustee

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
TEAMSTERS 714 REPRESENTING  
OFFICE OF THE CHIEF JUDGE EMPLOYEES  
AND THE OFFICE OF THE CHIEF JUDGE**

During the course of the initial contract negotiations, the parties discussed and agreed to the following:

- The parties agree that a general salary increase of 2.75% will be provided retroactive to June 1, 2008, to all employees on the payroll as of the date the Chief Judge signs the agreement, for hours worked by those employees between June 1, 2008, and that date.
- Effective no later than the first full pay period in March 2009, all employees of the Office of the Chief Judge who are covered by this Collective Bargaining Agreement will be placed on the Union Schedule 1 pay plan and receive the appropriate increase prospectively. This increase shall have no retroactive pay attached.
- The parties agree that the term of the agreement is December 1, 2008, through November 30, 2012; provided that either party may request that the agreement be reopened for the purpose of negotiating regarding wages and health insurance (both plan design and employee contribution to premium) only. Such a request must be made between July 1, 2009, and August 31, 2009, by providing written notice to the other party. All other provisions of the agreement will remain in effect for the duration of the agreement.