

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CHICAGO NEWSPAPER GUILD
REPRESENTING INTERPRETERS
AND
THE OFFICE OF THE CHIEF JUDGE
OF THE CIRCUIT COURT OF COOK COUNTY

Effective December 1, 2017, through November 30, 2024

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 Chicago Newspaper Guild-CWA, a Local (#34071) chartered by The Newspaper Guild-CWA (AFL-CIO, CLC) (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 manner 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 recognize the vital and necessary 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 the following Office of the Chief Judge employee classifications: all full time and per diem court interpreters employed by the Chief Judge. Excluded from this unit are all supervisory, managerial, confidential employees and any

employees who are empowered to perform corrective action as well as those excluded pursuant to Illinois State Labor Relations Board Case No. S-RC-01-077. Subcontracted interpreters are not members of the unit.

Section 2.2 Union Membership:

The Union agrees that it will provide the Employer with evidence of voluntary union membership, or any evidence that an employee wants to pay union dues.

The Employer agrees to recognize signed union authorization cards, including digital signatures and authorizations, or a signed dues check off form, to use best efforts to begin union dues deduction no later than thirty (30) days after hire, and to adhere to union authorization card obligations, or authorization signed check off forms regarding dues deductions and revocation parameters.

The Employer agrees to provide updated lists of bargaining unit employees with contact information to the Union quarterly during a calendar year.

The Employer agrees to provide the Union with access to and contact information for all new employees and employees transferred into the bargaining unit within thirty (30) business days of hiring or transfer, unless another time period has been mutually agreed upon. Statements will be sent in electronic format including the following information for each new employee:

- First name, last name, and middle initial (when applicable)
- Amount of dues or fees deducted
- Payroll ID or other unique identifier
- Rate of pay
- Job classification or title
- Work or report location
- Mailing address, including city, state and ZIP
- Hire date
- Email
- Phone number(s)
- Salary

For all other employees, the Employer will provide:

- Step increases paid by name of the employee, individual amount, resulting new salary, and effective date
- Changes in classification, salary changes by reason thereof, and effective date
- Resignations, retirements, deaths, and their respective effective dates.

The Employer will notify the Union in advance of scheduled new employee trainings, including

those held online. The Union shall be provided access to meet with new employees during or immediately after the training sessions, and to distribute packets of information supplied by the union to all new employees.

The Employer agrees that it will not provide any third party with assistance or information relating to the identities or membership status of union-represented bargaining unit employees, other than those third-party providers who deal with payroll or benefits on behalf the Employer, or except as required by state and federal law. Instead the Employer will refer all inquiries to the Union.

The Employer agrees to remain neutral in the Union's efforts to encourage bargaining unit employees to become union members. The Employer agrees to provide access to the Union to break rooms, lunchrooms and other workplace spaces to talk to bargaining unit employees during their breaks, before or after work.

The Employer agrees to advise the employee to speak directly with the Union about potential membership revocation within one business day of the request, and to take no further steps until receiving a communication related thereto from the Union. The Union agrees to provide such communication in writing within seven (7) days from an employee's revocation of membership, as subject to applicable contract provisions.

Section 2.3 Dues Checkoff:

When the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and Employer, the Employer shall deduct from 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 the close of the pay period of which the deductions are made. The amounts deducted shall be set forth by the Union, and the Employer shall continue to retain a service charge of up to five cents (5¢) for making such deduction.

Section 2.4 Indemnification:

The Union shall indemnify and hold 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 provision of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE III EMPLOYER AUTHORITY

Section 3.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by the County elected officials and any rules and regulations of the Court. Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the judicial system in the County. Such rights and prerogatives include, but are not limited to, (a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the judiciary; (b) to establish the qualifications for employment and to employ employees and to determine the qualifications 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 to amend such standards, and establish and/or revise performance standards and 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 method, means, organization, and number of personnel by which 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 out the functions of the judiciary in emergency situations; (o) to establish wage rates for any new or changed classifications; and (p) to set its overall budget, except as amended, changed or modified by this Agreement.

Section 3.2 Employee Obligation:

Employees shall conduct themselves in accordance with the Interpreters Code of Professional Responsibility (see appendix) and the 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.

Section 3.3 Employer Obligation:

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

Section 3.4 Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet at least every six (6) months 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.

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 the parties five (5) days prior to the date of the meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

Section 3.5 Respect in the Workplace

The Employer and the Guild agree that mutual respect between and among managers, employees, co-workers, and supervisors is integral to the effective functioning of Employer.

The Employer, as a union employer, recognizes that it has a duty to maintain a high standard of conduct with its employees. The union recognizes that employees have a duty to comport with the high standard of conduct maintained by the employer. To that end, the employer and the union agree to maintain a fair, professional, and respectful work environment consistent with union principles and to treat its employees fairly, professionally, and respectfully.

**ARTICLE IV
UNION RIGHTS**

Section 4.1 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 Office of the Chief Judge, 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 4.2 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. Their business representatives will first give notice upon arrival to the Department Head/designee prior to entering and conducting their business so as not to interfere with the operation of the Office of the Chief Judge. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Office of the Chief Judge 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 Department Head 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 Department operations.

Section 4.3 Union Bulletin Boards:

- A. The Office of the Chief Judge 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.

**ARTICLE V
HOURS OF WORK**

Section 5.1 Workweek:

Each regular full time employee is compensated with a bi-weekly salary which represents two 40-hour workweeks. The workweek begins Sunday at 12:01 a.m. and ends at midnight on Saturday. The workweek will run Monday through Friday. In order to receive the full salary and commensurate benefits, the employee must account for 40 hours each workweek in the form of actual time worked and approved paid leave time. Lunch breaks and paid leaves are not considered actual time worked. The hours of work for each regular full time employee will consist of an eight-hour workday to coincide with standard office hours, i.e. 8:30 to 4:30. It is understood that the Employer may establish schedules for employees which depart from their normally scheduled workweek or hours of work. In such circumstances, the Employer shall impact bargain schedule changes with the union.

Section 5.2 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 in a court proceeding. In no event shall a lunch period, scheduled or otherwise, take precedence over any court proceeding 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 5.3 Break Periods:

Each employee shall receive one (1) fifteen-minute break during each full workday. In no event, shall a rest period take precedence over any court proceeding or court assignment related to such proceedings.

Section 5.4 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 5.5 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 may be docked for all time not worked. In the event the employer is considering docking an employee under this provision, the employee shall be notified at the earliest reasonable opportunity and be given an opportunity to explain. The docking for hours not worked is not in lieu of the discipline process which may be pursued by the employer.

Section 5.6 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 approved by the employee's supervisor, however, any supervisor or judge can assign overtime. Employees must complete and submit to their supervisor a "compensatory time record/form" within the next three business days that the employee is present at work. Failure to submit this above form within three (3) business days will result in the forfeiture of the overtime worked.

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 workweek.

Meal period and paid leaves are not considered actual work and are not part of this calculation of overtime.

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

B. Involuntary Overtime:

When operational needs require, an interpreter will work involuntary overtime to complete the court call, trial or assignment. The interpreter originally assigned to the call, trial or assignment must work the necessary time until released by the court or Director/designee.

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:

Amount of compensatory time	Request Period
1 day or less	2 days or the same day or 1 day before at discretion of supervisor(s)
more than 1 but less than 5 days	3 days, or less at the discretion of the supervisor(s)
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.

The Employer shall keep a record of all overtime. Copies of such record shall be given to the Union upon request.

**ARTICLE VI
VACATIONS**

Section 6.1 Vacation Leave:

- A. All bargaining unit employees except session 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
1 st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15 th thru —	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial date of employment at 3.08 hours per pay period, with the rate of accrual increasing thereafter on the (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 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.
- E. 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.
- 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 a part of a vacation.

Section 6.2 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 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. 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 Leave	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 VII WELFARE BENEFITS

Section 7.1 Health Insurance:

The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.

1. RX copay increase to \$15/30/50 from \$10/25/40
Effective Date: December 1, 2018
2. Removal of Opt-out Health Insurance Provision
Effective Date: December 1, 2018
3. Employee contributions and copay amounts as set forth in Appendix C effective December 1, 2020

Per diem interpreters do not receive health benefits.

Section 7.2 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1000.00), 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 7.3 Dental Plan:

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 7.4 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 7.5 Hospitalization-New Hires:

All new hires 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 7.6 Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days 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 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 employ 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 or member of household of the employee. After three (3) 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 three (3) 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 absence of less than three (3) 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 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 provided.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 7.7 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits will also be paid to employees who are participants in the County Employee Pension Plan. Disability benefits will be reduced by any Workers' 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 entitled 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 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 provisions of this Section are subject to change in conjunction with changes in State laws.

Pension benefits for employees covered by this Agreement shall be as mandated by the Illinois Pension Code 40 ILCS 5/1-101 et seq.

**ARTICLE VIII
ADDITIONAL BENEFITS**

Section 8.1 Bereavement Leave:

In the event of death in the immediate family or household, an employee will be granted an excused absence such time as reasonable 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 the 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, provided, however, that such payment shall not exceed the 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 8.2 Parental Leave:

Full time employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy, adoption and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed for good cause by the Department Head. All full-time employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave, an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this section and provided that the employee submits an FMLA certification form to support the request for Parental Leave.

- Up to three (3) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery; or
- Up to five (5) weeks of Parental Leave to a birth mother to recover from a surgical delivery; or
- Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner; or
- Up to two (2) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and/or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA.

Section 8.3 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 payroll office.

Section 8.4 Personal Days:

All employees, except session employees, 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 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, 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 one (1) working day 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 V, Section 2 (Vacation Preference and Scheduling). Severance of employment shall terminate all rights to accrued personal days.

Total of one (1) personal day accrued each year may be used in 1/4 increments throughout the year. Usage of this time is subject to supervisor approval.

ARTICLE IX SENIORITY

Section 9.1 Probationary Period:

The probationary period for a new full time employee, or a similarly situated employee hired after a break in continuous service, shall be six (6) 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 most recent hire.

Section 9.2 Definition of Seniority:

For full time employees, seniority is the employee's length of most recent continuous employment since the employee's last date of hire (excluding all per diem/session periods), less any time off for a period exceeding 30 days.

Section 9.3 Reduction in Work Force, Layoff and Recall:

In the event the employer determines that it is necessary to decrease the number of full time interpreters, the employees to be laid off shall be determined on the basis of inverse order of seniority, provided that the remaining employees possess the necessary skills to perform the remaining work. Employees shall be recalled in the order of seniority.

Section 9.4 Termination of Seniority:

A. A full time 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.

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 a reasonable explanation 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 a reasonable explanation for such failure to report to 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 for 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 Personnel Department of the Employer.
5. Engaging in gainful employment while on an authorized leave of absence.

Section 9.5 Seniority/Employee List:

Sixty days after the effective date of this agreement, the Employer shall prepare a list showing the name, address, job title, and last hiring date of each employee, including session employees and

whether the employee is entitled to seniority or not. The Employer shall transmit such list to the Guild. Each year, the Employer shall transmit such a list to the Guild in the months of January and July.

Section 9.6 Session Employees:

Seniority is not applicable to the assignment of session employees. Session employees will be able to refuse and accept assignments without penalty until the start of the session shift. Session employees will comply with all employment practices and policies of the Employer once the session shift has started.

**ARTICLE X
FILLING OF VACANCIES**

Section 10.1 Assignment:

Each year, full time employees will be given an assignment covering the 12-month period. Full time employees with twenty (20) or more years of service will choose their location of work for all twelve (12) months of the calendar year based on seniority. Full time employees with less than twenty (20) years of service will choose their work location for nine (9) months of the twelve (12) month period based on seniority. The Employer will then select the remaining three (3) months of the twelve (12) month period for those full time employees with less than twenty (20) years of service. Notwithstanding the above assignment procedure, the employer retains the right to transfer an employee for a specific day or half day to meet the operational need of the office. The employer will not abuse this right.

Full time interpreters who mutually agree to temporarily swap assignments may request management approval to swap assignments for no more than two calendar months in no less than one month increments. Session interpreters who mutually agree to swap session assignments may request management approval to swap up to four sessions per month in two session (morning and afternoon) increments. Approval shall be requested via email to the Director five working days in advance of the proposed swap. Requests will be evaluated on a case by case basis and all requests will be considered in good faith.

When an elimination of assignment occurs, the employer will notify the union.

Section 10.2 Criteria:

Except as described below, full time positions will be offered first to certified session court interpreters (or qualified court interpreters if certification is not offered by the Illinois Supreme Court in that language) employed by the Office of the Chief Judge who apply for such positions, based on the totality of the following: skills, test, expertise in the particular area, education, employment history, and an interview with Human Resources.

Except as described below, as between certified or qualified session interpreters with equal qualifications based on the above criteria, vacancies will be filled alternating between the certified and/or qualified (as described above) court interpreter with the most sessions, and the certified court interpreter with the longest tenure in the Chief Judge's employ. Tenure for session court interpreters is defined as the start date that the interpreter worked for the Chief Judge, including any interruptions in service not to exceed 6 months.

Notwithstanding the procedure described above, during the term of this agreement, the Employer has the exclusive right to fill up to three (3) vacancies with first consideration given to the existing session court interpreters without regard seniority or sessions worked and, if no current employee is selected, has the exclusive right to fill the vacancy with an external candidate. The Employer will notify the Union in writing each time this right is exercised. The Employer retains the right to fill or not fill vacancies and to determine the use of the vacancy (i.e. Spanish, etc.) to meet the needs of the Court.

Any vacancy for a full-time court interpreter must be posted internally at all court houses and sent out to all bargaining unit interpreters for a minimum of ten (10) business days.

Any newly hired session court interpreters must be certified.

Section 10.3 Per Diem Assignments:

Per diem interpreters will receive assignments consistent with the operational need of the court. Per diem work sessions will be four (4) hours in duration in the a.m. and three (3) hours of duration in the p.m. and work sessions will start at 8:30 a.m. for the morning session and 12:30 p.m. for the afternoon session or as scheduled. Per diem interpreters will be expected to be present and available throughout each work session, unless released by a supervisor. In the event that a per diem interpreter is scheduled or directed to stay beyond a 2-hour work session, the interpreter will receive a full three (3) hour work session. If a per diem interpreter is directed to work beyond two (2) complete work sessions in a day, the interpreter will, after working at least thirty (30) additional minutes, receive compensation at 50% of the full session rate for all time worked up to two (2) hours. The interpreter will receive compensation at the rate of 25% of the full session rate for each additional hour worked or fraction thereof. Per diem interpreters who are scheduled to work two (2) sessions in a day will receive a lunch period as outlined in this Agreement.

When a session employee is scheduled to work a session, the session shall not be fixed at a particular location, but instead shall be at the court location needed operationally by the Employer. If no work is available at any court location on a day a session employee is scheduled, the Employer must notify the session employee no later than 1:30 p.m. the previous workday (Monday cancellation would require a Friday contact). A failure to provide notification will result in the session employee receiving compensation for said session.

Supervisors shall not be permitted to interpret in order to avoid a session court interpreter from accruing overtime.

Section 10.4 Trials

The Chief Judge's office recognizes the nature of the work in simultaneous and consecutive interpreting can be mentally exhausting, create fatigue, and affect accuracy which can be detrimental to court proceedings. Management will make every reasonable and timely effort within operational needs to relieve interpreters when relief is requested.

ARTICLE XI HOLIDAYS

Section 11.1 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 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, the Employer agrees to meet with the Union to bargain over impact issues relative to that reduction.

Section 11.2 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 11.3 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 11.4 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 11.5 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.

Section 11.6 Availability:

When session employees are not available, full time interpreters who volunteer to work on a holiday or a weekend and are assigned by the Employer to work on a weekend or holiday will be available from the appointed time as assigned by the supervisor until the day's proceedings are concluded. Notwithstanding the above, the Employer retains the right to assign weekend and holiday work to a full time interpreter to meet the operational needs of the court. Full time employees assigned to work a weekend or holiday will receive a minimum of four (4) hours compensatory time.

**ARTICLE XII
LEAVES OF ABSENCE**

Section 12.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Director of Interpreter Services or designee. Such leave shall be limited to one (1) month for every full year of continuous employment with the Office, 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 Director of Interpreter Services 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, all suspensions of thirty (30) days or longer, 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 12.2 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 12.3 Retention of Benefits:

An employee will not earn sick, personal day, or vacation credits 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 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 12.4 Military Leave:

An 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.

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 12.5 Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention or 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 12.6 Family Responsibility Leave:

Any employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months without pay inclusive of the twelve (12) weeks of FMLA leave. Insurance coverage shall be maintained only in accordance with FMLA leave, i.e. up to twelve (12) weeks and meeting FMLA standards. Notwithstanding any provision herein to the contrary, employees when taking FMLA leave will be required to utilize accrued time.

Section 12.7 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 12.8 Approval of Leave:

No request for a leave will be considered unless approved by the Department Head and the Department Head shall not grant approval, if, in his judgement, such absence from duty at the particular time requested would subsequently interfere with the conduct of business.

Section 12.9 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 of thirty (30) days or longer, 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.

Section 12.10 Union Leave:

A leave of absence not to exceed one year without pay will be granted at the discretion of the Employer 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 District 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 12.11 Educational Leave:

- A. Upon request, a leave of absence for a period not to exceed six (6) months may be granted to an employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university or technical school, provided that the course or 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 Cook County employees.

ARTICLE XIII DISCIPLINE PROCEDURE

Section 13.1 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 13.2 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.

Section 13.3 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 the meeting.

Section 13.4 Pre-disciplinary Meeting:

- A. Purpose: Prior to the imposition of suspension or discharge, the Employer shall convene a pre-disciplinary meeting. The Department Head/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Department Head/designee, after presenting all known evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against him/her. Reasonable requests for additional time for rebuttal purposes may be granted by the Department Head/designee.
- 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. Notices: The Employer/designee will notify the employee of the date of the pre-disciplinary meeting. Not less than two (2) working days prior to the meeting, the Department Head/designee will provide the Union and the employee with the date, time, and location of the meeting, the reason(s) for the contemplated disciplinary action, copies of pertinent documents, and the names of relevant witnesses.

Section 13.5 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.

The Employer shall inform the employee of the right to Union representation prior to any meeting with an employee at which discipline, other than oral reprimand, is to be imposed. The employee shall be given sufficient time to notify the Union in order to allow the Union to be present at such a meeting.

Section 13.6 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) 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 suspension 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 13.7 Temporary Suspension:

When the Employer believes that the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are 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 an employee, temporary suspension will last until the resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

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

ARTICLE XIV GRIEVANCE PROCEDURE

Section 14.1 Definition:

A grievance is a difference between the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement.

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

Section 14.2 Representation:

Only the designated stewards, and/or representatives of the Union may present grievances. An aggrieved employee may initiate a grievance (through Step 3 only) in the event the Union declines an employee request to initiate a grievance, however any settlement of a grievance initiated by an employee must be consistent with the provisions of this Agreement, and a Union representative shall have the right to be present at such settlement. A grievance may be initiated at Step Two, Step Three or Four by mutual agreement between the Union and the Employer.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the Agreement, rule, regulation, or Employer action which the Union claims is a violation, and the relief requested. Failure to provide all of the above shall be grounds for denial of the grievance.

Section 14.3 Meetings:

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. 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 14.4 Grievance Procedure Steps:

The steps and time limits as provided are as follows:

TIME LIMITS

Step	Submission (Calendar Days)	To Whom Submitted	Time Limits Meeting (Work Days)	Written Response (Work Days)
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Director of Interpreter Services/Designee	5 days	10 days
3	10 days	Chief Judge/ Designee	10 days	25 days
4	30 days	Impartial Party	30 days	30 days

Section 14.5 Submission Time and Time Limits:

The initial submission time limit for presenting grievances shall be 30 days, or 30 days from the time the Union reasonably should have become aware of the occurrence giving rise to the grievance. Time limits may be extended by mutual agreement between the parties.

Section 14.6 Stewards:

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

Section 14.7 Union Representative:

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

Office of Interpreter Services. Union representatives shall conduct their business so as not to interfere with the operations of the Employer or disrupt the work of employees. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Employer department rules applicable to non-employees.

Section 14.8 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the Chief Judge/designee notice that the grievance is to enter impartial arbitration. The party making the request for impartial arbitration must request the State Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators to each party within sixty (60) days of the notice or the grievance will be forfeited. Both the Union and the Chief Judge will have the opportunity to reject one panel. Each of the two 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 shall remain, and that person shall be the Arbitrator. Choice of the first strike shall be by coin-flip. The Union and the Chief Judge/designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

The arbitrator, in his/her own opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the 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 foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by the Chief Judge/designee and the Union.

If the 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. 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. If the parties are not in agreement regarding the utilization of a court reporter, a party may nonetheless utilize a court reporter at its own expense. However, should the other party order a copy of the transcript, the cost of the reporter and transcript shall be borne equally. Each party shall pay for the cost of their own 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.

**ARTICLE XV
CONTINUITY OF OPERATION**

Section 15.1 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 15.2 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 15.3 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 15.4 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 be

first exhausted.

ARTICLE XVI MISCELLANEOUS

Section 16.1 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 16.2 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 16.3 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 16.4 Personnel Files:

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

Section 16.5 Distribution of Contract:

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

Section 16.6 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 Credit Union One (offered by County).

Section 16.7 Dual Employment:

Policy

No employee shall engage in any other employment during the hours (session) he/she is scheduled to work for the Circuit Court of Cook County, Office of the Chief Judge. This dual employment policy prohibits all employees from engaging in outside/secondary employment, including pro bono work, which may necessitate the employee's appearance as an active participant (i.e. as legal counsel, expert witness or interpreter) in any legal action before any Cook County court unless prior approval is granted by the Chief Judge.

In addition, no employee may engage in any other employment which:

- A. in any manner interferes with the proper and effective performance of the duties of his/her position;
- B. results in conflict of interest;
- C. it is reasonable to anticipate may impair the integrity of the Court or subject the Circuit Court and the Office of the Chief Judge to public criticism or embarrassment.

Since the primary responsibility of employees is to the Circuit Court of Cook County, dual employment is permissible only within the following guidelines:

- A. Such employment does not exceed twenty (20) hours per week for full time employees;
- B. Employees (including "Session") cannot decline work with the employer once the work is scheduled and has been accepted;
- C. Secondary employment is subject to the review and approval of the Office of the Chief Judge.

All employees shall complete and sign the dual employment form at the time of employment, even if the employee does not presently hold a second job.

All employees shall re-submit the dual employment form prior to any change in their dual employment status. It is the responsibility of each employee to file the forms reflecting their current dual employment status with the Human Resources Department.

Section 16.8 Safety:

The Office of the Chief Judge will endeavor to provide a safe and healthful work environment for all employees. The Office of the Chief Judge agrees to comply with all applicable state and federal laws.

**ARTICLE XVII
SUBCONTRACTING**

Section 17.1 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 notify the Union as early as possible, but no less than thirty (30) days in advance when such changes are contemplated, and must bargain about the effects of such transfer of work outside the bargaining unit pursuant to the Illinois Public Labor Relations Act.

**ARTICLE XVIII
RATES OF PAY**

Section 18.1 Full Time :

FULL TIME INTERPRETERS ONLY:

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

2017-2020

FULL TIME INTERPRETERS (ONLY)

\$1200 BONUS to be paid within 30 days of board ratification

June 1, 2019-2% wage increase

June 1, 2020-2% wage increase

Step Freeze in FY 2019 (12-1-2018 to 11-30-2019)

The parties agree that the wage pattern detailed above refers only to full time interpreters and excludes per diem interpreters.

2020-2024

Effective the first full pay period on or after 6/1/21:	1.5%
Effective the first full pay period on or after 6/1/22:	2.5%
Effective the first full pay period on or after 12/1/22:	\$1000 lump sum payment
Effective the first full pay period on or after 6/1/23:	2.5%

Effective the first full pay period on or after 6/1/24: 2%

Effective upon ratification: \$2000 lump sum payment; \$1000 pandemic payment for those who qualify under the American Rescue Plan Act.

The bargaining unit members in Step 9 of the salary schedule as of the date of ratification, identified in the Tentative Agreement between the union, the employer, and Cook County, dated January 18, 2023, shall receive a one-time non-compounding equity payment of \$1000.

Section 18.2 Classification Change:

Effective the first full pay period on or after 5/31/21 all AOIC certified full-time interpreters shall be upgraded from Grade 16 to Grade 17 in accordance with the upgrade rules in Volume 3 – the Classification and Pay Plan of the Cook County Budget except that interpreters upgraded shall receive a new anniversary date of 5/31.

Effective the first full pay period on or after 5/31/21 all non-certified full-time interpreters shall be upgraded from Grade 15 to Grade 16 in accordance with the upgrade rules in Volume 3 – the Classification and Pay Plan of the Cook County Budget except that interpreters upgraded shall receive a new anniversary date of 5/31.

Individuals who have advanced to Step 6 or higher in their prior grade shall not be required to serve an additional two years at Step 5 in order to move to Step 6.

Section 18.3 Session Employees:

PER DIEM INTERPRETERS ONLY

The pay rate applicable to per diem interpreters shall be increased as follows during the term of this agreement:

2017-2020

\$1200 BONUS to be paid within 30 days of Board ratification

June 1, 2019 – 2% wage increase

June 1, 2020 – 2% wage increase

2020-2024

The base hour rate for Per Diem interpreters shall be:

1. Effective the first full pay period on or after 12/1/22 for non-certified interpreters the base rate shall be increased to \$32.64
2. Effective the first full pay period on or after 12/1/22 for AOIC certified interpreters the base rate shall be increased to \$40

The pay rate in effect on the dates noted below shall be increase as follows:

Effective the first full pay period on or after 6/1/21: 1.5% (Non-certified rate: \$27.18; certified rate \$36.896)

Effective the first full pay period on or after 6/1/22: 2.5% (Non-certified rate: \$27.859; certified rate \$37.818)

Effective the first full pay period on or after 6/1/23: 2.5% (Non-certified rate: \$33.456; certified rate \$41)

Effective the first full pay period on or after 6/1/24: 2% (Non-certified rate: \$34.125; certified rate \$41.82)

Effective upon ratification:

\$2000 lump sum payment; \$1000 pandemic payment for those who qualify under the American Rescue Plan Act.

Said increases will be fully retroactive for all hours worked or paid as worked, for all employees who were employed at any point during the term of the Agreement.

Effective 12/1/22 only hours worked will be paid notwithstanding any prior agreements or awards.

Section 18.4 Certification:

The Office of Interpreter Services shall recognize the certification of or grant of reciprocal certification to any full-time or session interpreter by the Administrative Office of the Illinois Courts, upon receipt of notification by the Administrative Office of such certification or grant of reciprocal certification.

Effective December 1, 2015, full-time Court Interpreters certified or granted reciprocal certification by the Administrative Office of the Illinois Courts (“AOIC”) shall be placed in the next higher grade. Full-time Certified Court Interpreters who are currently in pay grades 14 and 15 will be moved to the same step in grades 15 and 16, respectively.

ARTICLE XIX DURATION

Section 1. Term:

This Agreement shall become effective December 1, 2017, and shall remain in effect through November 30, 2024. 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.

Signed and entered into this _____ day of _____, 20__.

Chief Judge of the Circuit Court of Cook County

By: _____
Timothy C. Evans

Union

By: _____

**CODE OF PROFESSIONAL RESPONSIBILITY
FOR INTERPRETERS IN THE STATE OF ILLINOIS,
CIRCUIT COURT OF COOK COUNTY**

PREAMBLE

Many persons who come before the courts are partially or completely excluded from full participation in the proceedings due to limited English proficiency or a speech or hearing impairment. It is essential that the resulting communication barrier be removed, as far as possible, so that these persons are placed in the same position as similarly situated persons for whom there is no such barrier. Interpreters help to assure that such persons may enjoy equal access to justice and that court proceedings and court support services function efficiently and effectively.

CANON 1: ACCURACY AND COMPLETENESS

Interpreters shall render a complete and accurate interpretation, sight translation, or written translation without altering, omitting, or adding anything to what is stated or written, and without explanation.

CANON 2: REPRESENTATION OF CREDENTIALS

Interpreters shall accurately represent their certifications, accreditations, training, and pertinent experience.

CANON 3: IMPARTIALITY AND CONFLICTS OF INTEREST

Interpreters shall remain impartial and neutral in proceedings where they serve, and must maintain the appearance of impartiality and neutrality, avoiding unnecessary contact with the parties. Interpreters shall abstain from comment on cases in which they serve. Any real or potential conflict of interest shall be immediately disclosed to the appropriate judicial authority as the interpreter becomes aware of such conflict of interest.

CANON 4: PROFESSIONAL DEMEANOR

Interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

CANON 5: CONFIDENTIALITY

Interpreters shall understand the rules of privileged and other confidential information and shall protect the confidentiality of all privileged and other confidential information.

CANON 6: RESTRICTION OF PUBLIC COMMENT

Interpreters shall not publicly discuss, report or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.

CANON 7: SCOPE OF PRACTICE

Interpreters shall limit themselves to interpreting or translating, and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

CANON 8: ASSESSING AND REPORTING IMPEDIMENTS TO PERFORMANCE

Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently, they shall immediately convey that reservation to the appropriate judicial authority.

CANON 9: DUTY TO REPORT ETHICAL VIOLATIONS

Interpreters shall report to the proper judicial authority any effort to impede their compliance with any law, any provision of this code, or any other official policy governing court interpreting and translation.

CANON 10: PROFESSIONAL DEVELOPMENT

Interpreters shall continually improve their skills and knowledge and advance the profession through activities such as professional training and education, and interaction with colleagues and specialists in related fields.

Note: The ten canons which create the Code of Professional Responsibility are included in the Collective Bargaining Agreement to provide a guideline for interpreters regarding expected behavior and conduct. Supplemental commentary and interpretation for each canon can be found in the Employer's policy/orientation manual.

**SIDE LETTER BETWEEN THE EMPLOYER AND
THE CHICAGO NEWSPAPER GUILD**

It is agreed between the parties that in regard to tuition reimbursement, Article XI, Sec. 11B, the Employer recognizes the National Association of Judicial Interpreters and Translators ("NAJIT") and the American Translators Association ("ATA") as professional organizations eligible for tuition reimbursement, with approval of Cook County, up to the amounts approved by the Cook County Tuition Program. It is understood between the parties that the number of employees approved to attend professional development conferences will be limited to ten (10) employees annually. Lodging and travel expenses will be at the employees' expense.

For the Employer

For the Union

Date

Date