

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO, LOCAL 3696  
(Representing Support Staff - Office of the Public Defender and the Department of  
Revenue)**

**And**

**COUNTY OF COOK**

**December 1, 2017 through November 30, 2020**

**Effective upon Approval by the Cook County Board of Commissioners**

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# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This collective bargaining agreement is entered into between Cook County (hereinafter collectively referred to as the "County" or the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, for and on behalf of Local 3696 AFL-CIO, (hereinafter referred to as the "Union" or "AFSCME").

## ARTICLE I RECOGNITION

### Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers.

### Section 1.2 Union Membership:

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

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

The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one week's notice of the session. If new members of a Union bargaining unit attend the NEO session, the Union will be permitted up to one (1) hour during the NEO session to acquaint them with the collective bargaining agreement and the Union's role in administering it. This time will normally be scheduled at the end of the session, unless mutually agreed otherwise. Attendance during this phase of the NEO session will be without loss of pay.

The Union shall have the right to conduct union orientation for each new bargaining unit employee (and for bargaining unit employees transferring to a new position covered by a different local union) during the employee's first two weeks of employment in the bargaining unit or new mutually agreeable to the parties, unless the Employer is conducting a new employee orientation within 2 weeks of the new employee's date of hire.

### Section 1.3 Dues Check-off:

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall

forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions including dental and P.E.O.P.L.E. and the Union sponsored dental plan. The deductions shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee. The remitted deduction sent to the Union shall include the name, address, social security number and amount of deduction for each employee.

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

#### **Section 1.4 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 1.5 Bargaining Unit Work:**

1. 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
2. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
3. 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 Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

#### **Section 1.6 Welfare to Work Program:**

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their

number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.

2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to Welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

## **ARTICLE II** **EMPLOYER AUTHORITY**

### **Section 2.1 Employer Rights:**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by County elected officials, and any rules and regulations of the Court. The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used, and the discontinuance of any services, material, or equipment, and to institute technological changes and where practicable to train existing employees on new equipment; and, to decide on materials, supplies, and equipment to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications; (h) to establish and/or revise performance standards or norms; (i) to determine lunch and rest periods, the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce work rules and general requirements and to carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to other positions, and to determine the qualifications and competency of employees to perform available work, except as amended, changed or modified by this Agreement.



**Section 2.2 Employer Obligation:**

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

**Section 2.3 Employee Obligation:**

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

**ARTICLE III**  
**HOURS OF WORK**

**Section 3.1 Regular Work Periods:**

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

Department of Revenue: The workweek shall begin 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday. The Employer agrees to provide employees with at least fifteen (15) days-notice prior to any changes in schedule except in the case of an anticipated operational need.

**Section 3.2 Flextime:**

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

**Section 3.3 Chief Judge – Constitutional Authority:**

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

**Section 3.4 Lunch/Break Periods:**

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

Employees are entitled to two (2) non-consecutive fifteen (15) minute breaks as scheduled by the department. Except where agreed to otherwise within the Public Defender's Office, break periods cannot be combined with the lunch period.

**Section 3.5 Compensatory Time:**

- A. Accrual: It is expected that all assignments can be accomplished during an employee's regularly scheduled work day. However, when operational needs require overtime work, such overtime is subject to the prior approval of the employee's supervisor. Employees shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked in excess of forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one (1) hour for every hour worked between thirty five (35) and forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked on Saturdays, Sundays and holidays unless said hours are employee's regularly scheduled work hours.

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

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

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

<u>Amount of Compensatory Time</u>	<u>Request Period</u>
(Calendar Days)	
One day or less	1 day
2 to 3 days	5 days
more than 3 days	10 days

**Section 3.6 Compensatory Time Alternative:**

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

**Section 3.7 Docking Provision:**

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

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

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

## ARTICLE IV SENIORITY

### Section 4.1 Probationary Periods:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months after completion of initial training. The probationary period may be extended for six (6) months following the initial probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

### Section 4.2 Definition of Seniority:

For full - time employees, seniority is an employee's length of most recent continuous employment in the Public Defender's Office or Department of Revenue since his/her last hiring date less any time off for a period exceeding thirty (30) calendar days.

For part-time employees, seniority is an employee's pro-rated length of most recent continuous employment in the Public Defender's Office or Department of Revenue since his/her last hiring date less anytime off for a period exceeding thirty (30) calendar days.

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

### Section 4.3 Seniority List:

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

### Section 4.4 Termination of Seniority:

- A. An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of one (1) of the following:
  - 1. Resignation or retirement; or
  - 2. Discharge for just cause.
  
- B. Termination is immediate and implied upon the occurrence of one of the following:

1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
2. Failure to report to work at the termination of leave 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 other reason for twenty-four (24) months, for any employee with less than seven (7) years of service or for thirty-six (36) months for any employee with seven (7) or more years of service 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 ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
5. Engaging in gainful employment while on an authorized leave of absence.

## **ARTICLE V** **HOLIDAYS**

### **Section 5.1 Regular Holidays:**

The following are regular holidays:

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

It is the intent of the Employer that all salaried employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

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

**Floating Holiday:**

- (a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1<sup>st</sup> of each year, which must be used by the employee between December 1<sup>st</sup> and November 30<sup>th</sup>. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Such request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1<sup>st</sup> and the employer failed to grant one (1) of the three (3) days requested.
- (b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

**Section 5.2 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 5.3 Work on a Holiday:**

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

**ARTICLE VI**  
**VACATIONS**

**Section 6.1 Vacation Leave:**

- A. All bargaining unit employees, who have completed one (1) year of service with Employer, including service mentioned in paragraph E of this Section, shall be granted vacation leave with pay for periods as follows:

All bargaining unit employees, who have completed one (1) 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:

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

- B. Computation of vacation leave shall begin at the initial day of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 per pay period. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per pay period.
- D. Employees may use only such vacation leave as has been earned and accrued.
- E. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, shall be the same as if employment had continued without interruption by military Service.
- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

**Section 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 (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees

cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

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

<u>Amount of Vacation Time</u> (Work Days)	<u>Request Period</u>
1 day or fewer	1 day
2 to 3 days	5 days
more than 3 days	10 days

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

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

J. Emergency Vacation - Vacation time may be used as emergency sick time if it can be demonstrated to management that a satisfactory reason exists for said employee having exhausted his/her sick time. Such reasons are limited to recent return from parental leave; recent return from an extended illness; and recent return from caring for an immediate family member with an extended illness. Documentation from a physician may be required. In most instances, recent return shall be defined as sixty (60) calendar days.

**ARTICLE VII**  
**WELFARE BENEFITS**

**Section 7.1 Hospitalization Insurance; Employee Contributions:**

The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C as amended below:

A.

Item	Effective 6/1/2018
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15

HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/\$30/\$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

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

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

- C. The Employer will provide a mail order prescription Program as set forth in Appendix C.
- D. 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.



- E. Children shall be eligible for health insurance benefits in accordance with applicable federal and state law.
- F. Section Generic Step Therapy and Mandatory Maintenance

1. Generic Step Therapy Program:

Generic Step Therapy Program will be included in the County's prescription drug program. Where therapeutically appropriate, Generic Step Therapy will require employees to use up to two therapeutic generic alternatives in certain drug classes before the brand will be covered. Generic Step Therapy will apply only to a new prescription fill of targeted brand. Upon introduction of any new drug or drug class to the established step therapy program, the program requirements will only apply to new prescriptions fills as well. Employees whose physicians supply medical evidence explaining why a generic alternative is not appropriate, which after review is approved by the Pharmacy Benefit Manager (PBM), shall be exempt from the generic step therapy requirement.

Prior to implementation and upon request, a three month courtesy grace period can be provided to individual members for existing prescriptions.

2. Mandatory Maintenance Choice:

After two 30-day fills of a maintenance medication obtained at a retail pharmacy, maintenance medication must be refilled in a 90-day supply through mail order or specified retail pharmacies. Maintenance medical is a prescription drug taken continuously to manage chronic or long-term conditions as determined by the plan. The maintenance medication list is maintained by the Pharmacy Benefits Manager (PBM).

**Section 7.2 Sick Leave:**

- A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and

additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.
- E. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 7.3 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated fewer than 40 ILCS 5/9.

**Section 7.4 Disability Benefits:**

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

employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day of the following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Effective December 1, 2018, County will offer a short-term disability product.

**Section 7.5 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), 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 7.6 Dental Plan:**

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

**Section 7.7 Vision Plan:**

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

**Section 7.8 Hospitalization - New Hires:**

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

**Section 7.9 Flexible Benefits Plan:**

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

**Section 7.10 Union and County Meetings Respecting Health Care:**

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

**Section 7.11 Insurance Coverage:**

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

**Section 7.12 Personal Support Program (PSP):**

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

The Union and Cook County share a mutual interest in improving bargaining unit member's knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the PSP.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's PSP is an acceptable option.

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

All employees, except those in per diem status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

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

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

**Section 8.3 First Personal Day:**

The first personal day accrued each year may be banked for use in one quarter (¼) day increments at future times during the year.

**Section 8.4 School Conference and Activity Leave:**

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on 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 147/1 et seq..

**ARTICLE IX**  
**LEAVES OF ABSENCE**

**Section 9.1 Use of Benefit Time:**

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

**Section 9.2 Regular Leave:**

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

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

requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

**Section 9.3 Maternity/Paternity Leave:**

Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absence to cover periods of pregnancy, post-partum child care and adoption with regard to an employee or an employee's domestic partner or civil union partner. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

**Section 9.4 Family Responsibility Leave:**

In addition to Maternity/Paternity Leave (Article 9, Section 3) and/or Parental Leave (Article 9, Section 4), an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical purposes pursuant to the Cook County Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

**Section 9.5 Parental Leave:**

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 Parental Leave, and has utilized some or all of the allotted 480 hours of 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.

Eligible employees are entitled to receive the following Parental Leave:

- Up to four (4) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery; or
- Up to six (6) 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.

Parental Leave shall be considered an alternative to Maternity or Paternity Leave under Section 10.4, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

**Section 9.6 Educational Leave:**

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

**Section 9.7 Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 9.2 of this Article 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 9.8 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 9.9 Union Leave:**

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 9.3 of this Article provided that it will not seriously affect the performance of the office.

Elected delegates will be permitted to attend a national and/or State AFSCME convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for national and/or state conventions.

Convention delegates as per the following per local:

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

One (1) per additional thousand or fraction thereof.

**Section 9.10 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

**Section 9.11 Veterans Conventions:**

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

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate 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 9.12 Jury Duty:**

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



**Section 9.13 Election Day:**

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

**Section 9.14 Approval of Leave:**

No request for a leave, as defined in Section 9.2 and 9.4 of this Article will be considered unless approved by the Public Defender and such approval shall not be granted, if in Employer's judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

**Section 9.15 Change of Anniversary Date:**

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

**ARTICLE X**  
**DISCIPLINE PROCEDURES**

**Section 10.1 Use of Discipline:**

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 10.2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

**Section 10.2 Types of Discipline:**

- A. The Employer may only impose the following types of discipline:
  - 1. Verbal Reprimand
  - 2. Written Reprimand
  - 3. Suspension
  - 4. Discharge
- B. An employee shall not be demoted for disciplinary reasons.
- C. Discipline shall be imposed in a timely manner.
- D. The parties agree suspensions shall be capped at thirty (30) days.

**Section 10.3 Investigatory Meeting:**

The Employer shall notify the Union as well as the Employee of such meeting and the reason for the 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 inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

#### **Section 10.4 Pre-disciplinary Meeting:**

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

#### **Section 10.5 Verbal and Written Reprimands:**

In cases of verbal and written reprimands, the Public Defender/Designee must inform the employee that he/she is receiving a verbal or written reprimand and provide the employee with the reasons for such discipline. An employee shall have the right to Union representation at the issuance of written reprimand. The employee shall be given the names of witnesses and copies of pertinent documents. A copy of the verbal or the written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 10.7 of this Article.

#### **Section 10.6 Notification of Disciplinary Action:**

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

**Section 10.7 Removal of Discipline:**

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

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

**Section 10.8 Temporary Suspension:**

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

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

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

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

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

**ARTICLE XI**  
**GRIEVANCE PROCEDURES**

**Section 11.1 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two (2) and Three (3) to the Public Defender or her designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (and 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.

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps One (1) through Three (3) to the respective Department Head or their Designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

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

**Section 11.2 Representation:**

Only the aggrieved employee(s) and/or representatives of the union may present grievances. Employees may take up grievances through Steps One (1) to Four (4) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two (2) or Step Three (3) by mutual agreement. All employees involved in a grievance must be named by Step Two (2).

**Section 11.3 Grievance Procedure Steps:**

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

Step	Limit This Step (Calendar Days)	To Whom Submitted	Time Limits Meeting (Wk. Days)	Response (Wk. Days)
1	21	Imm. Suprv.	10	10
2	10	Pub. Def./Dir. Of Revenue Designee	15	15

3	20	Employer/Designee	20	25
4	30	Impartial Third Party	30	30

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

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

The Employer and Union representative to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

**Section 11.4 Advance Step Filing:**

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

**Section 11.5 Time Limits:**

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

**Section 11.6 Stewards:**

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

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed two (2) days with pay and to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

**Section 11.7 Union Representatives:**

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

**Section 11.8 Impartial Arbitration:**

The Union and the Employer shall meet within thirty (30) days after the effective date of this agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If the Union is not satisfied with the Step Three (3) answer, it may within thirty (30) days after receipt of the Step Three (3) answer submit in writing to the Employer/Designee notice that the grievance is to enter impartial arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer/Designee and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Public Defender/Designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

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

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

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

**Section 11.9 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator. The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

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

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

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

**Section 11.10 Grievance Procedure and Arbitration:**

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

**ARTICLE XII**  
**CONTINUITY OF OPERATION**

**Section 12.1 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 12.2 Union Responsibility:**

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- c. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- 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 12.3 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 12.4 No Lock-Out:**

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



**Section 12.5 Reservation of Rights:**

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

**ARTICLE XIII**  
**FILLING OF VACANCIES**

**Section 13.1 Transfer and Promotions:**

When the Department deems a position vacant, notice of such vacancy shall be posted electronically, if possible, and at all work sites and shall identify the work site, classification, duties and grade. Each notice of vacancy shall remain posted for a period of fourteen (14) business days. Such posting shall state the grade, assignment, and skills required for the posted position and that the position is in a bargaining unit represented by AFSCME Council 31, followed by the Local Union number. Only those employees who submit bids for specific posted vacancies during the posting period shall be eligible to fill the vacancy. Applications for one posting shall not carry over to other posting.

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

The Employer will provide the Union with the list of bidders and their seniority date and identify the successful bidder(s) as vacancies are filled within thirty (30) calendar days.

Vacancies shall be filled in the following priority:

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

Bargaining unit members must be in a position for at least six (6) months to be eligible for a promotion/transfer.

No later than forty-five (45) days after retirement, termination, death or any other similar departure from employment, the Employer shall communicate to the Union whether the vacancy is to filled or not, or if the Employer is undecided.

**Section 13.2 Testing:**

When tests are required, bidders will be eligible to be tested either at the time the vacancy occurs or on a semi-annual basis, at the discretion of the individual department. The tests shall relate to the job skills required for the position including, but not limited to spelling, typing, math and stenography. An applicant may use previous test results from another bid if applicable. However, test results are good for one (1) year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department.

When a test is required to fill a position, the applicant will be contacted and informed of his/her test score.

**Section 13.3 Interview:**

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

**Section 13.4 Filling of Vacancy Criteria:**

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

**Section 13.5 Reduction in Work Force:**

Should it become necessary to decrease the number of employees, the employees shall be removed in inverse order of seniority with the Public Defender's Office. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. Employees shall be recalled in order of seniority with the Public Defender's Office.

In the event there is an elimination of positions within any location, unit, or department, the positions eliminated will be identified.

In the event there are not enough such openings, the employee will be offered positions under the Employer – the Office of the President in any other classification within the jurisdiction of the local union in which there is a vacancy. In the event there are not vacancies within the jurisdiction of the local union, employees will be offered any other vacancies under the jurisdiction of the Employer, provided that, for all purposes under the Section, the vacancy is in an AFSCME-represented classification or is a vacancy under the Office of the President within AFSCME (excluding 3696-Public Defenders office only), such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from which the employee is laid off. Where the Employer is obligated to fill positions outside the laid off employee's local union jurisdiction pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

Employees laid off, as a result of this procedure, shall be subject to recall in accordance with Section 13.1 of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

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

**Department of Revenue:**

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

classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in his/her same job classification, if such a position exists, in another unit within the Department of Revenue.

An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in the next lower classification in his/her job classification series in the Department of Revenue in accordance with the seniority provisions of this Agreement provided the employee possesses the minimum qualifications and the ability and fitness to perform the required work. Employees may also be allowed to claim vacancies, as deemed available by the Office of Budget and Management Services, at an equal or lower pay grade, for positions in any classification within the Department of Revenue, for which the employee is qualified based on ability and fitness, and as set forth in the job description for the position.

In the event there is no option for the employee within his/her job classification series or available vacancies, employees who have previously served in another job classification outside their classification series shall also be offered the right to displace the least senior employee in the job classification previously held within the Department of Revenue provided the employee possesses the minimum qualifications and the ability and fitness to perform the required work.

In the event the employee has exhausted the previous options within the job classification series, other classification in which he/she previously served, and applicable vacancies, the employee shall be placed in the position of the least senior employee who has not completed his/her probationary period. The employee must meet the minimum qualifications for the position and possess the ability and fitness to perform the required work.

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

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to the recall in accordance with Section 13.1 provisions of this Agreement before hiring new employees. Employees will be recalled to the job classification held by them at the time of layoff or any vacancy, at or below the grade of their previous classification, for which they possess the minimum qualifications and the ability and fitness to perform the required work, all in accordance with the seniority provisions of this Agreement.

In the event of a layoff or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

#### **The Department of Administrative Hearings**

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

the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in his/her same job classification, if such a position exists, in another unit within the Department of Administrative Hearings.

An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in the next lower classification in his/her job classification series in the Department of Administrative Hearings in accordance with the seniority provisions of this Agreement provided the employee possesses the minimum qualification and the ability and fitness to perform the required work. Employees may also be allowed to claim vacancies, as deemed available by the Office of Budget and Management Services, at an equal or lower pay grade, for positions in any classification within the Department of Administrative Hearings, for which the employee is qualified based on ability and fitness, and as set forth in the job description for the position.

In the event there is no option for the employee within his/her job classification series or available vacancies, employees who have previously served in another job classification outside their classification series shall also be offered the right to displace the least senior employee in the job classification previously held within the Department of Administrative Hearings provided the employee possesses the minimum qualifications and the ability and fitness to perform the required work.

In the event the employee has exhausted the previous options within the job classification series, other classification in which he/she previously served, and applicable vacancies, the employee shall be placed in the position of the least senior employee who has not completed his/her probationary period. The employee must meet the minimum qualifications for the position and possess the ability and fitness to perform the required work.

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

Employees laid off, including employees placed in lower paying positions and probationary employees, as a result of this procedure, shall be subject to the recall in accordance with Section 13.1 provisions of this Agreement before hiring new employees. Employees will be recalled to the job classification held by them at the time of layoff or any vacancy, at or below the grade of their previous classification, for which they possess the minimum qualifications and the ability and fitness to perform the required work, all in accordance with the seniority provision of this Agreement.

In the event of a layoff or pending layoff, the parties shall discuss the need for retaining employees in order for such employees to qualify for other positions.

#### **Section 13.6 Transfer of Stewards:**

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

## **ARTICLE XIV** **HEALTH AND SAFETY**

### **Section 14.1 General:**

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 14.2 below.

### **Section 14.2 Health and Safety Committee:**

The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

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

### **Section 14.3 Video Display Terminals:**

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

The Employer agrees that employees who operate VDTs will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such adjustment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

### **Section 14.4 Communicable Diseases:**

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

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

- B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.
- C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substance, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. A TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

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

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

## **ARTICLE XV** **EDUCATIONAL BENEFITS**

### **Section 15.1 Educational Fund:**

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

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

### **Section 15.2 Employee Development and Training:**

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

**ARTICLE XVI**  
**UPWARD MOBILITY PROGRAM**

**Section 16.1 Goals and Priorities:**

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

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

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

**ARTICLE XVII**  
**JOB CLASSIFICATIONS**

**Section 17.1 Job Classification /Job Audits:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Upon request by the Union, and after the effective date of this Agreement, unless otherwise mutually agreed upon by the parties, the County shall conduct a job audit of those employees identified by the Union as working outside their job classification. The job audits shall be conducted within a reasonable period of time after the requests are made. The results of such job audits shall be made known to the Union within sixty (60) calendar days after the audit is completed.

The County acknowledges an obligation to pay employees in their proper classification and grade. In a case where an employee claims to be misclassified the parties shall determine how to proceed. In the event a job audit concludes that an employee is misclassified, the County shall act upon the result of the audit and do so within a reasonable time.

**ARTICLE XVIII**  
**MISCELLANEOUS**

**Section 18.1 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 and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

**Section 18.2 Americans with Disabilities Act:**

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

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

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

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

**Section 18.3 Bulletin Boards:**

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

**Section 18.4 Partial Invalidity:**

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

**Section 18.5 Courses and Conferences:**

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

The Employer shall pay for reasonable costs related to attendance at courses and conferences where an employee is required to attend at the request of the Employer.



**Section 18.6 Labor Management Committee:**

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

**Section 18.7 Meeting Rooms:**

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

**Section 18.8 Personnel Files:**

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

The Employer shall maintain personnel records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

**Section 18.9 Employee Information:**

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained shall not be used against an employee in any future proceedings. Information not related to an employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action shall not be placed in an employee's personnel file or in a supervisor's working file. The Employer shall not knowingly place in the employee's personnel file information which is false.

**Section 18.10 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. The Employer will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

In the event a Department intends, as part of the annual budget submission process, to propose the subcontracting of bargaining unit work, the Employer will notify the Union, in writing, of its intent to do so. Such notice shall be given no later than the commencement of the budget submission process.

In the event of a bona fide emergency that requires the temporary subcontracting of bargaining unit work, the Employer will provide the Union with as much notice as possible under the circumstances.

In all other instances, the Employer will notify the union, in writing, at least five (5) months prior to the commencement of subcontracting of bargaining unit work.

The Employer agrees that, at least thirty (30) days prior to the issuance of public notice for bids to subcontract any work request, for the purpose of discussing the reason(s) for subcontracting and proposing alternatives to the contemplated subcontracting. The Employer shall provide the Union, upon request, reasonably available and substantially pertinent information, including a cost comparison of the expenses the Employer projects it will incur over the term of the contract if the Employer continued to perform such services using bargaining unit employees compared to the expenses the Employer projects if a third party performed such services. Where the subcontracting is for reasons of efficiency, the Employer shall provide the Union, upon request, with information supporting the contention that the subcontracting is more efficient. The provision of information to the Union, or scheduling of meeting(s) at the request of the Union, pursuant to this paragraph shall not unreasonably delay the subcontracting process.

If the Employer subsequently decides to accept a bid, it shall notify the Union, in writing, at least thirty (30) days prior to entering into a contract, except in an emergency.

The timelines provided for in the two preceding paragraphs are concurrent and not cumulative. For example, if the Union was provided five (5) months' notice on April 1, and the Employer acts in accordance with the other provisions of this Section, and work pursuant to the contract commences September 1, the timelines have been satisfied.

In the event the subcontracting goes forward, the Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 18.11 Dual Employment:**

Employees are subject to Employer's current policies as reflected by the Executive Order of the President of the Cook County Board.

**Section 18.12 Personnel Manual:**

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

**Section 18.13 Travel Reimbursement:**

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

**Section 18.14 Auto Insurance:**

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

**Section 18.15 Information Provided to Union:**

The Employer shall monthly notify the Union in writing as to the following transactions involving bargaining unit employees within each division, if available in the Employer's record: new hires, promotions, check off revocations, leaves, demotions, reclassifications, layoffs, reinstatements, suspension, returns from leave, transfers, retirements, resignations, terminations, discharges, resignations, social security numbers and any other information mutually agreed to by the parties. Such information shall be provided by electronic transmission where possible, subject to any applicable protocol. The Employer will provide the local union with information regarding new hires within the bargaining unit(s) within two (2) weeks of the effective date of the hire. Such information shall normally include name, job title, department, work location, and shift, if applicable.

Information provided to the Union shall be provided by electronic transmission where possible, subject to any applicable protocol. Information currently available to the Union shall continue to be provided to the Union by the Employer, provided such information is reasonably available.

**Section 18.16 Direct Deposit:**

The County will continue the direct deposit program to the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving direct deposit.

**Section 18.17 Tax Shelters:**

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

**Section 18.18 Contract Implementation:**

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

**Section 18.19 Mass Transit Benefit Program:**

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

**Section 18.20 Personnel Rule Changes:**

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

**Section 18.21 Privacy:**

Except where required by law, the Employer shall not disclose to any non-governmental third party the home address, personal email, or telephone number of any bargaining unit employees. Disclosures required to process benefits or to third parties who provide services to the County or its employees shall be exempt from this provision.

**Section 18.22 Recording/GPS/AVL Devices:**

Use of video cameras, GPS, or other medium in support of discipline when medium supports any allegations of employee misconduct (to be included in all collective bargaining agreements).

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment.

The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of video, GPS or AVL equipment is used by the Employer to support employee discipline, the Union will be allowed the opportunity to view said evidence prior to the imposition of discipline, except in an emergency, and be afforded an appropriate time for rebuttal. Except where precluded by applicable confidentiality limitations, the Union customarily will be provided with a copy of the evidence.

The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment. The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

**Section 18.23 Temporary Assignment Pay**

Effective December 1, 2018, an employee who is directed by the Department Head, or the Department Head's designee to and does perform, or who is held accountable for the distinguishing duties or responsibilities of a higher rated job, within an AFSCME-represented bargaining unit, for two (2) weeks or more shall be paid at the higher rate for all such time from the first day of the assignment. For the purpose of calculation of payment, assignments of one-half (1/2) day or more shall be considered a full day. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the ability to do the job. The Employer shall not rotate employees in order to circumvent the payment provisions of this section.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. Employees assigned to an equal or lower-rated position shall be paid their proper permanent classification rate.

The maximum time that a position may be filled through temporary assignment shall be four (4) months, except where the regular incumbent is on a leave of absence, in which case it shall six (6) months, after which time the Employer shall either discontinue the assignment or post the position as a vacancy. The time limits may be extended by mutual agreement of the Employer and the Union.

**Section 18.24 Contract Printing:**

The Union will have this agreement printed in booklet form. Employees shall receive a copy of the printed agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the Employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for cost of printing.

**ARTICLE XIX**  
**RATES OF PAY**

**Section 19.1 General Increases:**

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

Effective the first full pay period on or after ratification, a onetime \$1200.00 lump sum payment.

Effective the first full pay period on or after June 1, 2019, the pay rates for all classifications shall be increased by 2.00%

Effective the first full pay period on or after June 1, 2020, the pay rates for all classifications shall be increased by 2.00%

Effective FY19 the entry level for all classifications will be reduced by 10%.

**Section 19.2 Bilingual Pay:**

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

**ARTICLE XX**  
**DURATION**

**Section 20.1 Terms:**

This Agreement shall become effective on December 1, 2017 and shall remain in effect through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either

party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

**Section 20.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail, if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Avenue, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.



**APPENDIX A**  
**AFSCME 3696 Office of the Public Defender**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>TITLE</u></b>
0172	10	Bookkeeper II
0904		Clerk II
0905		Clerk III
0906		Clerk IV
1581		Collection Invest. I
0953		Data Entry Operator I
0954		Data Entry Operator II
0982		Microfilm Operator I
0983		Microfilm Operator II
0932		Stenographer I
0933		Stenographer II
0934		Stenographer III
0938		Typist II
0940		Typist III
1003	10	Telephone Operator III
0227		Cashier II
1582		Collection Invest. II
0173	11	Bookkeeper III
0907		Clerk V
0935		Stenographer IV
0955		Data Entry Operator III
0046	12	Administrative Assistant. I
0270		Statistician I
0228		Cashier III
0936	13	Stenographer V
0142		Accountant II
0047	14	Administrative Asst. II
0143	15	Accountant III
0048	16	Administrative Asst. III



**APPENDIX A**  
**AFSCME 3696 Department of Revenue**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>TITLE</u></b>
0907	11	Clerk V Cashier
0151	13	Property Tax Accountant
0047	14	Administrative Assistant II
4830	16	Investigator I
0291	17	Administrative Analyst I
0132		Field Auditor III
5528		Investigator II
5889		Revenue Assessment Analyst
5894		Tax Licensing Registration Analyst
5891		Investigative Coordinator
5890	18	Internal Auditor
5892		Investigation Analyst
0133	19	Field Auditor IV
0795		Revenue Analyst
5530		Investigator IV
5075		Senior System Analyst I
5783	23	Compliance Analyst
No Such title in the Dept. of Revenue		Internal Auditor III
No such title in the Dept. of Revenue		Internal Auditor IV

**APPENDIX B**

**Pay Schedule**

Effective December 1, 2016

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

Grade		Entry Rate	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	Year at 1st Longevity Rate & 10 Years AI 5th Step	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service
9	Hourly	13,784	15,316	16,966	18,646	17,353	18,091	18,863	19,663	20,202	20,710	21,746			
	Bi-Weekl	1,103.72	1,225.28	1,277.28	1,331.68	1,388.24	1,447.28	1,509.04	1,573.04	1,616.16	1,658.80	1,739.68			
	Annual	28,670	31,857	33,209	34,623	38,094	37,629	39,235	40,899	42,020	43,078	45,231			
10	Hourly	14,765	16,405	17,104	17,831	18,587	19,377	20,201	21,060	21,941	22,184	23,292			
	Bi-Weekl	1,181.20	1,312.40	1,366.32	1,426.48	1,486.96	1,550.18	1,616.08	1,684.80	1,731.28	1,774.72	1,863.38			
	Annual	30,711	34,122	35,576	37,088	38,660	40,304	42,018	43,804	45,013	46,142	48,447			
11	Hourly	15,851	17,601	18,349	19,131	19,942	20,788	21,672	22,594	23,216	23,799	24,968			
	Bi-Weekl	1,268.08	1,406.08	1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52	1,857.28	1,903.92	1,990.04			
	Annual	32,970	36,610	38,165	39,792	41,479	43,239	45,077	46,986	48,289	49,601	51,976			
12	Hourly	16,964	18,848	19,652	20,498	21,359	22,265	23,212	24,196	24,884	25,488	26,763			
	Bi-Weekl	1,357.12	1,607.92	1,672.16	1,839.04	1,709.72	1,781.20	1,858.86	1,935.84	1,989.12	2,039.04	2,141.04			
	Annual	35,265	39,205	40,876	42,615	44,426	46,311	48,280	50,331	51,717	53,015	55,967			
13	Hourly	18,170	20,189	21,047	21,939	22,874	23,846	24,858	25,915	26,628	27,297	28,661			
	Bi-Weekl	1,453.60	1,615.12	1,683.76	1,755.12	1,829.92	1,907.66	1,988.64	2,073.20	2,130.24	2,183.76	2,292.88			
	Annual	37,793	41,993	43,777	45,833	47,577	49,599	51,704	53,903	55,986	56,777	59,614			
14	Hourly	19,508	21,676	22,598	23,557	24,559	25,601	26,689	27,824	28,588	29,306	30,772			
	Bi-Weekl	1,580.64	1,734.08	1,807.84	1,884.68	1,964.72	2,048.08	2,135.12	2,225.92	2,287.04	2,344.48	2,461.76			
	Annual	40,576	45,086	47,003	48,998	51,092	53,250	55,513	57,873	59,463	60,956	64,005			
15	Hourly	21,002	23,336	24,326	25,359	26,436	27,560	28,732	29,952	30,777	31,552	33,126			
	Bi-Weekl	1,680.16	1,866.80	1,948.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,482.16	2,524.16	2,650.24			
	Annual	43,684	48,536	50,596	52,746	54,966	57,324	59,762	62,300	64,016	65,628	68,906			
16	Hourly	22,544	25,049	26,114	27,224	28,379	29,584	30,842	32,156	33,039	33,869	35,561			
	Bi-Weekl	1,803.52	2,008.92	2,089.12	2,177.92	2,270.32	2,368.72	2,467.36	2,572.48	2,643.12	2,709.52	2,844.68			
	Annual	46,891	52,101	54,317	56,625	59,029	61,534	64,161	66,864	68,721	70,447	73,968			
17	Hourly	24,193	26,881	28,026	29,214	30,457	31,750	33,101	34,507	35,457	36,347	38,162			
	Bi-Weekl	1,936.44	2,150.48	2,242.08	2,337.12	2,436.56	2,540.00	2,648.08	2,760.56	2,836.56	2,907.76	3,052.96			
	Annual	50,321	55,912	58,294	60,785	63,350	66,040	68,850	71,774	73,750	75,601	79,376			
18	Hourly	25,916	28,795	30,018	31,294	32,623	34,010	35,457	36,962	37,976	38,933	40,861			
	Bi-Weekl	2,073.28	2,303.60	2,401.44	2,503.52	2,609.84	2,720.80	2,836.56	2,956.96	3,038.24	3,114.64	3,270.48			
	Annual	53,905	60,893	62,437	65,091	67,855	70,740	73,750	76,880	78,994	80,990	85,932			
19	Hourly	28,425	31,683	32,927	34,328	35,786	37,305	38,894	40,544	41,661	42,708	44,842			
	Bi-Weekl	2,274.00	2,528.64	2,634.16	2,748.24	2,862.88	2,984.40	3,111.52	3,243.52	3,332.88	3,416.48	3,587.36			
	Annual	58,124	65,692	68,489	71,402	74,434	77,594	80,899	84,331	86,654	88,828	93,271			
20	Hourly	31,214	34,682	36,158	37,694	39,298	40,965	42,706	44,521	45,745	46,899	49,237			
	Bi-Weekl	2,497.12	2,774.56	2,892.48	3,015.52	3,143.68	3,277.20	3,416.48	3,561.68	3,669.60	3,751.44	3,936.96			
	Annual	64,925	72,138	75,204	78,403	81,735	85,207	88,828	92,603	95,149	97,537	102,412			
21	Hourly	34,304	38,115	39,734	41,424	43,184	45,019	46,931	48,927	50,274	51,533	54,109			
	Bi-Weekl	2,744.32	3,049.20	3,179.72	3,313.92	3,454.72	3,601.62	3,754.48	3,914.16	4,021.92	4,122.64	4,326.72			
	Annual	71,352	79,279	82,848	86,161	89,822	93,839	97,616	101,789	104,569	107,188	112,549			
22	Hourly	37,644	41,827	43,805	45,858	47,988	49,404	51,501	53,692	55,168	56,552	59,380			
	Bi-Weekl	3,011.52	3,346.16	3,498.40	3,638.84	3,791.04	3,952.32	4,120.08	4,295.36	4,413.44	4,524.16	4,750.40			
	Annual	78,299	87,000	90,898	94,552	98,567	102,760	107,122	111,679	114,749	117,628	123,510			
23	Hourly	39,482	43,888	45,738	47,879	49,705	51,818	54,020	56,316	57,864	59,318	62,283			
	Bi-Weekl	3,158.56	3,609.52	3,658.88	3,814.32	3,976.40	4,145.44	4,321.60	4,505.28	4,629.12	4,745.44	4,992.64			
	Annual	82,122	91,247	95,130	99,172	103,366	107,701	112,361	117,137	120,357	123,361	129,548			

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

Grade		Entry Rate	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	Year at 1st Longevity Rate & 10 Years Service	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service
9	Hourly	14.080	15.822	18.285	18.979	17.700	18.453	19.240	20.056	20.606	21.124	22.181			
	Bi-Weekl	1,124.80	1,249.76	1,302.80	1,358.32	1,416.00	1,476.24	1,539.20	1,604.48	1,648.48	1,689.92	1,774.48			
	Annual	29,244	32,493	33,872	35,316	36,816	38,382	40,019	41,716	42,860	43,937	46,136			
10	Hourly	16.080	18.733	17.446	18.188	18.959	19.765	20.605	21.481	22.074	22.828	23.758			
	Bi-Weekl	1,204.80	1,398.64	1,398.68	1,458.04	1,516.72	1,581.20	1,648.40	1,718.48	1,765.82	1,810.24	1,900.64			
	Annual	31,324	34,804	36,267	37,831	39,434	41,111	42,858	44,680	45,913	47,086	49,416			
11	Hourly	18.168	17.953	18.718	19.514	20.341	21.204	22.105	23.048	23.680	24.275	25.488			
	Bi-Weekl	1,293.44	1,436.24	1,497.28	1,581.12	1,627.28	1,696.32	1,768.40	1,843.88	1,894.40	1,942.00	2,039.04			
	Annual	33,629	37,342	38,929	40,589	42,309	44,104	45,978	47,935	49,254	50,482	53,015			
12	Hourly	17.303	19.223	20.045	20.898	21.788	22.710	23.670	24.682	25.381	25.998	27.298			
	Bi-Weekl	1,384.24	1,537.84	1,603.60	1,671.84	1,742.88	1,816.80	1,894.08	1,974.56	2,028.88	2,079.84	2,183.84			
	Annual	35,990	39,963	41,693	43,467	45,314	47,236	49,249	51,338	52,750	54,075	56,779			
13	Hourly	18.533	20.593	21.488	22.378	23.331	24.323	25.355	26.433	27.161	27.843	29.234			
	Bi-Weekl	1,482.84	1,647.44	1,717.44	1,790.24	1,866.48	1,945.84	2,028.40	2,114.64	2,172.88	2,227.44	2,338.72			
	Annual	38,648	42,833	44,653	46,548	48,528	50,591	52,738	54,980	56,494	57,913	60,806			
14	Hourly	19.898	22.110	23.050	24.028	25.060	26.113	27.223	28.380	29.160	29.892	31.387			
	Bi-Weekl	1,591.84	1,768.80	1,844.00	1,922.24	2,004.00	2,089.04	2,177.84	2,270.40	2,332.80	2,391.36	2,510.96			
	Annual	41,387	45,988	47,944	49,978	52,104	54,316	56,623	59,030	60,652	62,175	65,264			
15	Hourly	21.422	23.802	24.812	25.866	26.965	28.111	29.307	30.651	31.393	32.183	33.791			
	Bi-Weekl	1,713.76	1,904.16	1,984.96	2,069.28	2,157.20	2,248.88	2,344.56	2,444.08	2,511.44	2,574.64	2,703.28			
	Annual	44,557	49,508	51,608	53,801	56,087	58,470	60,968	63,548	65,297	66,940	70,286			
16	Hourly	22.895	25.550	26.636	27.768	28.947	30.176	31.459	32.799	33.700	34.546	36.272			
	Bi-Weekl	1,839.60	2,044.00	2,130.88	2,221.44	2,315.76	2,414.08	2,516.72	2,623.82	2,696.00	2,763.68	2,901.76			
	Annual	47,829	53,144	55,402	57,757	60,209	62,766	65,434	68,221	70,095	71,855	75,445			
17	Hourly	24.877	27.419	28.587	29.798	31.068	32.385	33.763	35.197	36.166	37.074	38.825			
	Bi-Weekl	1,974.16	2,193.52	2,286.88	2,383.84	2,485.28	2,590.80	2,701.04	2,815.76	2,893.28	2,965.92	3,114.00			
	Annual	51,328	57,031	59,480	61,979	64,817	67,360	70,227	73,209	75,225	77,113	80,984			
18	Hourly	26.434	29.371	30.618	31.920	33.275	34.690	36.166	37.701	38.708	39.712	41.899			
	Bi-Weekl	2,114.72	2,349.88	2,449.44	2,553.00	2,662.00	2,775.20	2,893.28	3,016.08	3,099.04	3,176.96	3,335.82			
	Annual	54,982	61,091	63,685	66,393	69,212	72,155	75,225	78,418	80,575	82,600	86,733			
19	Hourly	28.994	32.215	33.686	35.015	36.502	38.051	39.672	41.355	42.494	43.580	45.739			
	Bi-Weekl	2,319.52	2,577.20	2,686.88	2,801.20	2,920.16	3,044.08	3,173.76	3,308.40	3,399.52	3,484.80	3,659.12			
	Annual	60,307	67,007	69,858	72,831	75,924	79,146	82,517	86,018	88,987	90,604	95,197			
20	Hourly	31.898	35.376	36.879	38.448	40.082	41.784	43.560	45.411	46.660	47.831	50.222			
	Bi-Weekl	2,547.04	2,830.08	2,950.32	3,076.84	3,208.56	3,342.72	3,484.80	3,632.88	3,732.80	3,826.48	4,017.76			
	Annual	66,223	73,582	76,708	79,971	83,370	86,910	90,604	94,454	97,052	99,488	104,461			
21	Hourly	34.990	38.677	40.529	42.252	44.048	45.919	47.870	49.906	51.279	52.564	55.191			
	Bi-Weekl	2,799.20	3,110.16	3,242.32	3,380.16	3,523.84	3,673.52	3,829.60	3,992.48	4,102.32	4,205.12	4,415.28			
	Annual	72,779	80,864	84,300	87,984	91,819	95,511	99,589	103,804	106,660	109,933	114,797			
22	Hourly	38.397	42.864	44.477	46.367	48.336	50.392	52.531	54.768	56.271	57.683	60.588			
	Bi-Weekl	3,071.76	3,413.12	3,558.16	3,709.36	3,866.88	4,031.36	4,202.48	4,381.28	4,501.86	4,614.84	4,845.44			
	Annual	79,865	89,741	92,612	96,443	100,536	104,815	109,284	113,913	117,043	119,960	125,981			
23	Hourly	40.272	44.748	46.651	48.833	50.699	52.854	55.100	57.442	59.021	60.504	63.529			
	Bi-Weekl	3,221.76	3,579.68	3,732.08	3,890.64	4,055.82	4,228.32	4,408.00	4,595.36	4,721.68	4,840.32	5,082.32			
	Annual	83,788	93,071	97,034	101,166	105,483	109,936	114,608	119,479	122,763	125,848	132,140			

Effective June 1, 2020

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

Grade		Entry Rate	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	10th Step	11th Step	12th Step	Year at	Year at	Year at	
																After 2 Years At 5th Step	Longevity Rate & 10 Years Service	Longevity Rate & 15 Years Service	Longevity Rate & 20 Years Service
9	Hourly	14,341	15,934	16,611	17,319	18,034	18,822	19,625	20,457	21,018	21,546	22,625							
	Bi-Weekl	1,147.28	1,274.72	1,329.88	1,385.52	1,444.32	1,505.76	1,570.00	1,636.56	1,681.44	1,723.68	1,810.00							
	Annual	29,829	33,142	34,550	36,023	37,552	39,149	40,820	42,650	43,717	44,815	47,060							
10	Hourly	15,361	17,068	17,795	18,552	19,338	20,160	21,017	21,911	22,515	23,081	24,233							
	Bi-Weekl	1,228.88	1,365.44	1,423.60	1,484.16	1,547.04	1,612.80	1,681.36	1,752.88	1,801.20	1,846.48	1,938.64							
	Annual	31,850	36,501	37,013	38,588	40,223	41,932	43,715	45,574	46,831	48,008	50,404							
11	Hourly	16,491	18,312	19,090	19,904	20,748	21,628	22,547	23,507	24,154	24,761	25,998							
	Bi-Weekl	1,319.28	1,464.88	1,527.20	1,592.92	1,659.84	1,730.24	1,803.76	1,880.56	1,932.32	1,980.88	2,078.84							
	Annual	34,301	38,086	39,707	41,400	43,155	44,986	46,897	48,894	50,240	51,502	54,075							
12	Hourly	17,649	19,607	20,446	21,316	22,222	23,164	24,150	25,179	25,868	26,518	27,844							
	Bi-Weekl	1,411.92	1,588.56	1,635.68	1,705.28	1,777.76	1,853.12	1,932.00	2,014.08	2,069.44	2,121.44	2,227.52							
	Annual	36,709	40,782	42,527	44,337	46,221	48,181	50,232	52,366	53,805	55,157	57,915							
13	Hourly	18,904	21,005	21,897	22,826	23,790	24,809	25,862	26,962	27,704	28,400	29,819							
	Bi-Weekl	1,512.32	1,680.40	1,751.76	1,826.08	1,903.84	1,984.72	2,068.96	2,156.96	2,216.32	2,272.00	2,385.52							
	Annual	39,320	43,690	45,545	47,478	49,499	51,602	53,792	56,080	57,824	59,072	62,023							
14	Hourly	20,298	22,552	23,511	24,509	25,551	26,636	27,767	28,948	29,743	30,490	32,016							
	Bi-Weekl	1,623.68	1,804.16	1,880.88	1,960.72	2,044.08	2,130.80	2,221.36	2,315.84	2,379.44	2,439.20	2,581.20							
	Annual	42,215	46,908	48,902	50,979	53,146	55,400	57,755	60,211	61,865	63,419	66,591							
15	Hourly	21,850	24,278	25,308	26,383	27,504	28,673	29,893	31,162	32,021	32,827	34,467							
	Bi-Weekl	1,748.00	1,942.24	2,024.64	2,110.64	2,200.32	2,293.84	2,391.44	2,492.96	2,561.68	2,626.16	2,757.36							
	Annual	45,448	50,498	52,840	54,876	57,208	59,639	62,177	64,818	66,603	68,280	71,691							
16	Hourly	23,456	26,061	27,169	28,323	29,526	30,780	32,088	33,455	34,374	35,237	36,997							
	Bi-Weekl	1,876.40	2,084.88	2,173.52	2,265.84	2,362.08	2,462.40	2,567.04	2,676.40	2,749.92	2,818.88	2,959.76							
	Annual	48,786	54,206	56,511	58,911	61,414	64,022	66,743	69,588	71,497	73,292	76,953							
17	Hourly	25,171	27,967	29,159	30,394	31,687	33,033	34,438	35,901	36,889	37,815	39,704							
	Bi-Weekl	2,013.68	2,237.36	2,332.72	2,431.52	2,534.96	2,642.64	2,755.04	2,872.08	2,951.12	3,025.20	3,176.32							
	Annual	52,355	58,171	60,650	63,219	65,908	68,708	71,631	74,674	76,729	78,655	82,584							
18	Hourly	26,983	29,958	31,230	32,558	33,941	35,384	36,889	38,455	39,513	40,508	42,533							
	Bi-Weekl	2,157.04	2,398.64	2,498.40	2,604.64	2,718.28	2,830.72	2,951.12	3,078.40	3,161.04	3,240.48	3,402.64							
	Annual	58,083	62,312	64,958	67,720	70,657	73,696	76,729	79,886	82,187	84,252	88,458							
19	Hourly	29,574	32,859	34,258	35,715	37,232	38,812	40,465	42,182	43,344	44,431	46,654							
	Bi-Weekl	2,365.92	2,628.72	2,740.84	2,857.20	2,978.56	3,104.96	3,237.20	3,374.56	3,467.52	3,554.18	3,732.82							
	Annual	61,513	68,346	71,256	74,287	77,442	80,726	84,187	87,739	90,155	92,418	97,040							
20	Hourly	32,475	36,084	37,617	39,217	40,884	42,620	44,431	46,319	47,593	48,788	51,226							
	Bi-Weekl	2,598.00	2,888.72	3,009.36	3,137.36	3,270.72	3,409.80	3,554.48	3,705.62	3,807.44	3,903.04	4,098.08							
	Annual	67,548	75,054	78,243	81,571	85,038	88,649	92,416	96,343	98,893	101,479	106,550							
21	Hourly	35,690	39,655	41,340	43,097	44,929	46,837	48,827	50,904	52,305	53,615	56,295							
	Bi-Weekl	2,855.20	3,172.40	3,307.20	3,447.76	3,594.32	3,746.96	3,906.16	4,072.32	4,184.40	4,289.20	4,503.60							
	Annual	74,236	82,482	85,987	89,841	93,452	97,420	101,560	105,880	108,794	111,519	117,093							
22	Hourly	39,166	43,517	45,367	47,294	49,303	51,400	53,582	55,861	57,398	58,837	61,779							
	Bi-Weekl	3,133.20	3,481.36	3,629.36	3,793.52	3,944.24	4,112.00	4,286.56	4,466.88	4,591.68	4,708.96	4,942.32							
	Annual	91,463	99,515	94,363	99,371	102,550	106,912	111,450	116,180	119,393	122,360	128,500							
23	Hourly	41,077	46,641	47,584	49,608	51,719	53,911	56,202	58,591	60,201	61,714	64,800							
	Bi-Weekl	3,286.16	3,651.28	3,806.72	3,988.48	4,137.04	4,312.88	4,498.16	4,687.28	4,816.08	4,937.12	5,184.00							
	Annual	85,440	94,933	98,974	103,180	107,563	112,134	116,900	121,869	125,218	128,365	134,784							

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C - VERSION II  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

**Cook County Benefit Overview**

<b>HMO(s)</b>	<b>Current - Benefits Effective 12/1/2015</b>	<b>Benefits Effective 6/1/2018</b>
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

<b>PPO</b>	<b>Current - Benefits Effective 12/1/2015</b>	<b>Benefits Effective 6/1/2018</b>
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of	90% coinsurance after \$25 copay / 60% Out of

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2017 AND DECEMBER 1, 2020**

	network	network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

**Cook County Benefit Overview (Cont.)**

<b>Drug</b>	<b>Current - Benefits Effective 12/1/2015</b>	<b>Benefits Effective 6/1/2018</b>
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

<b>Vision</b>	<b>Current - Benefits Effective 12/1/2015</b>
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

***\*Either eyeglass lenses OR contact lenses are covered every 12 months***

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2017 AND DECEMBER 1, 2020**

**Cook County Benefit Overview (Cont.)**

<b>Dental – HMO</b>	<b>Current – Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

<b>Dental – PPO</b>	<b>Current - Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)



**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
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<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

**Cook County Benefit Overview (Cont.)**

**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Current Effective 12/1/2016</b>
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

<b>PPO</b>	<b>Current Effective 12/1/2016</b>
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

<b>Dental</b>	<b>Current Effective 12/1/2016</b>
HMO	\$0
PPO	\$0

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
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<b>Vision</b>	<b>Current Effective 12/1/2016</b>
Vision Plan	\$0

**SIDE LETTER**  
**OF AGREEMENT BETWEEN**  
**COOK COUNTY AND**  
**AFSCME COUNCIL 31**

**RESIDENCY**

The Union and Cook County agree that the outcome of the dispute between AFSCME and the Employers over the residency requirement shall be governed by the outcome of the litigation currently pending between the County and other labor organizations.

**Side Letter**  
**Regarding Retiree Health Benefits**

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

**Side Letter**  
**Regarding Temporary Disability Benefits**

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

**SIDE LETTER**  
**VACATION PREFERENCE AND SCHEDULING**  
**DEPARTMENT OF REVENUE**

The Department of Revenue and AFSCME Council 31 agree to adhere to the current practice of vacation scheduling for the afternoon/evening/weekend shift. The current practice of requesting vacation time by the 9<sup>th</sup> day of the month preceding the month for which vacation time is requested shall continue. The parties also agree that management shall continue to consider emergency situations where employees are unable to request vacation time within the above mentioned timeframe.

The parties further agree to continue discussions in an effort to address the issue of vacation scheduling. Once the Department of Revenue has a new arrangement/agreement with the Sheriff's Department, the parties shall adopt the current language for vacation scheduling for all employees covered by this collective bargaining agreement.

**Side Letter**  
**“Me Too” Clause**

For the period from the date of the execution of this tentative agreement through November 30, 2017 only, if Cook County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the Parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of these bargaining units.

**Side Letter**  
**Shut Down Days**

The Employers agree that they will not implement any shutdown days from the date of execution of this side letter through the termination of the collective bargaining agreement. This Agreement shall automatically expire upon Cook County Board of Commissioners' ratification of the successor agreement. This agreement is non-precedential and shall not be used by either party in any proceeding except to enforce its terms. Further, the parties agree that by executing this agreement neither the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.



**Side Letter**  
**Alternative Work Schedules**

The parties understand the positive benefits that alternate work schedules have for employees. Therefore, the parties agree that no later than ninety (90) days after ratification of this agreement upon request of the Union, the parties shall meet to determine which position classifications may be eligible to participate in alternative work schedules and to resolve any procedural issues. If the Employer in its sole discretion determines its own needs may appropriately be met by allowing an employee the opportunity to have an alternative work schedule, the Employer may grant the request.

**Side Letter**  
**Benefit Time Increments**

It is the Employer's intent to maintain the benefit time increments currently in effect at the Public Defenders' Office. In the event the Employer desires to change or revise the increments currently in effect at the Public Defender's Office for legitimate operational needs, it shall notify AFSCME Council 31 in writing, and upon request negotiate (within the meaning of the Illinois Public Labor Relations Act) such change(s) or revision(s).

**Side Letter**  
**Classification and Grade Changes:**

Effective within sixty (60) days after ratification by the Cook County Board of Commissioners, all classifications below Grade 11 of the AFSCME Schedule I Pay Plan shall be upgraded to or merged with Grade 11 classifications and all affected employees shall be placed in a step that contains a salary which is next closest but higher than the employee's current salary. Upon request by either party, the parties shall meet to resolve any resulting classification issues.