

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
(A.F.S.C.M.E.), COUNCIL 31, AFL-CIO, LOCAL 3315  
REPRESENTING ASSISTANT PUBLIC DEFENDERS**

**AND**

**COUNTY OF COOK**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**APR 13 2016**

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**December 1, 2012 through November 30, 2017**

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

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## **AGREEMENT**

### **PREAMBLE**

This collective bargaining agreement is entered into between the County of Cook as employer of employees covered by this Agreement (hereinafter referred to as the "County" or the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), District Council 31, AFL-CIO, for and on behalf of Local 3315 (hereinafter referred to as the "Union" or "AFSCME").

### **ARTICLE I Recognition**

#### **Section 1.1 Representative Unit:**

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

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

#### **Section 1.3 Dues Checkoff:**

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

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



#### **Section 1.4 "Fair Share"**

1. The County agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will have within thirty (30) days of their employment by the County either (1) to become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Thirty (30) days prior to any fair share deductions being made, the Union shall post a notice at all offices where non-members are employed providing the following information:
  - a. When fair share deductions will begin;
  - b. The percentage of dues which will be deducted as the fair share;
  - c. An explanation of how the percentage of fair share dues was calculated;
  - d. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated;
  - e. An explanation that objections to the fair share amount may be filed by contacting the Illinois Labor Relations Board at 160 North LaSalle Street, Suite S-400, Chicago, Illinois 60601, telephone number (312) 793-6400.
5. Objections to the amount of fair share deductions shall be resolved by the Illinois Local Labor Relations Board according to its rules and regulations. Should the Local Labor Relations Board be unable to provide a timely hearing, objections shall be heard by a neutral arbitrator jointly selected by the objectors and the union. The arbitrator's fees and expenses shall be paid by the Union.
6. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union

funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

7. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.
8. It is understood that if the Union procedure for handling fair share objectors has been subjected to review by the Illinois Local Labor Relations Board and found valid under Federal and State law, that procedure shall be followed by objecting employees.

**Section 1.5 Religious Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

**Section 1.6 Indemnification:**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County 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 1.7 Bargaining Unit Work:**

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

The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 1.7 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article I, Section 1.7 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

**Section 1.8 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  
County Authority**

**Section 2.1 County Rights:**

The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific express terms of this Agreement, to the extent permitted by law. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the County.

**Section 2.2 County Obligations:**

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

**Section 2.3 Professional Responsibility:**

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the Public Defender's right and duty to comply with all the provisions of Illinois Rules of Professional Conduct, which governs all law firms and licensed attorneys in Illinois.

Each attorney employee must be listed on the Master Roll of attorneys licensed to practice law in the State of Illinois and shall remain so listed during the term of employment.

**Section 2.4 Constitutional Authority:**

This Agreement recognizes that the Judiciary 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. The County recognizes its obligation under the Illinois Public Labor Relations Act to negotiate over any changes in the conditions of employment from actions taken pursuant to the Judiciary's constitutional authority.

**ARTICLE III  
Hours of Work**

**Section 3.1 Hours of Work:**

Hours of work for Assistant Public Defenders shall be commensurate with their professional responsibilities. The position is full-time and each Assistant Public Defender shall be available during regular operational hours.

The parties recognize that the County has the authority, consistent with this Agreement, to ensure that employees fulfill the above responsibilities.

**Section 3.2 Secondary Employment:**

Assistant Public Defenders are full-time employees and shall fulfill their responsibilities as described in Section 3.1 of this Article and Article II, Section 2.3 of this Agreement. Except in their capacity as Assistant Public Defenders, assistants shall not practice criminal law at any time, nor shall they represent clients in court or administrative hearings.

**ARTICLE IV  
Seniority**

**Section 4.1 Probationary Period:**

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 twelve (12) months. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause 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 his/her most recent hire. Notwithstanding the foregoing, for the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number. If an employee is to be disciplined between the ninth (9th) and twelfth (12th) month, the employee and the Union should be notified in advance of such discipline.

**Section 4.2 Definitions:**

- a. For purposes of bidding on transfers and promotions, or for determining eligibility for holiday court, seniority means the total length of employment with the Public Defender's Office as an Assistant Public Defender and shall include periods of employment as a supervisor in the Public Defender's Office, layoffs and other periods of absence from the Public Defender's Office authorized by and consistent with this Agreement.

- b. For purposes of annual or other step increases provided in this Agreement, anniversary date is defined as the date on which the employee was promoted to his/her current grade, or, if the employee has not been promoted, the date on which he/she was hired as an Assistant Public Defender.
- c. For purposes of vacation and pension benefits, longevity is defined as the length of an employee's continuous employment with the County.

**Section 4.3 Reduction in Work Force, Layoff and Recall:**

Should the County determine that it is necessary to decrease the number of Assistant Public Defenders, the employees to be laid off shall be removed from it in inverse order of seniority with the Public Defender's Office. Employees shall be recalled in order of seniority with the Public Defender's Office. In the event there are no vacancies within the bargaining unit, employees will be offered any other vacancies under the jurisdiction of their Employer. For the purpose of this Article, Employer shall be defined as one of the following: Chief Judge, Sheriff, Circuit Court Clerk or the County. Where the Employer is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purpose of this paragraph.

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

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

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in the work force is first put into effect, if a vacancy exists. Employees otherwise will be called to a vacancy in another classification and subsequently returned to their classification prior to the decrease in the work force, all in accordance with the seniority provisions of this Agreement.

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

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

**Section 4.4 Termination of Seniority:**

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

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County for not furnishing such notification;

- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County for such failure to report for work;
- (e) Absence from work because of layoff or any other reason for twenty-four (24) months for any employee with less than seven years of service or for thirty-six (36) months for any employee with seven 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;
- (f) Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the County; or
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

**Section 4.5 Transfer of Stewards:**

Employees acting as Union stewards shall not be transferred from their worksites or job classifications because of their activities on behalf of the Union. Any transfers of Union stewards from their worksites or job classifications, other than in an emergency, will be discussed with the Union in advance of any such transfers.

**Section 4.6 Seniority List:**

In January and July of each year for the duration of this Agreement, the County will furnish to the Union a list of bargaining unit employees showing the name, number, address, grade, step, last hiring date as an Assistant Public Defender, and whether the employee is entitled to seniority or not. The list shall also include hiring dates with any other Cook County department or agency. The County shall post a similar list without employee addresses at all major worksites at the same time that these lists are furnished to the Union. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. The County will furnish the Union monthly reports of any changes to such list. The list shall also include seniority with the Public Defender's Office.

Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. At least quarterly, the County on behalf of all Local Unions covered by this Agreement, shall notify AFSCME Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. AFSCME Council 31 shall, upon request, receive such information on computer tapes, where available.

**Section 4.7 Priority of Seniority:**

Priority among employees with the same seniority date will be established by lottery to be conducted in the presence of the employees at their orientation meeting or at a time and place agreed to by the Union and in the presence of the Union's designee(s).

**ARTICLE V  
Filling of Vacancies**

**Section 5.1 Worksites and Grade:**

- a. For purposes of this Article and the bidding process, the office sites of the Cook County Public Defender are:

First Municipal  
Legal Resources Division  
26th Street (including Felony Trial Division, and branch courts at 26th and California)

**Homicide Task Force**

Skokie  
Markham  
Maywood  
Multiple Defendant Division  
Rolling Meadows  
Bridgeview  
Trial Support Division  
Juvenile Justice  
Civil (including Child Protection, and Mental Health)  
Forensic Science Division  
Child Protection Conflict Division

- b. Graded positions are currently available at the Public Defender's Office worksites are as follows:

First Municipal	-	Grades One and Two
Legal Resources Division		Grades One, Two, Three, and Four
26th Street	-	Grades Two, Three, and Four
Homicide Task Force	-	Grade Four
Skokie	-	Grades One, Two, Three, and Four
Rolling Meadows	-	Grades One, Two, Three, and Four
Maywood	-	Grades One, Two, Three, and Four
Multiple Defendant	-	Grades Three and Four
Division		
Bridgeview	-	Grades One, Two, Three, and Four
Markham	-	Grades One, Two, Three, and Four

Trial Support Division-	Grades Two and Three
Juvenile Justice -	Grades One, Two and Three
Civil -	Grades One, Two and Three
Forensic Science Division-	Grades Two, Three, and Four
Child Protection Conflict Division*-	Grades One, Two and Three

Divisions above indicated by (\*) may only be filled with a Grade One attorney after the position has been posted pursuant to Article 5, Section 5.2 and no bids for the position have been submitted.

In order to meet operational needs, the Public Defender may from, time to time, discontinue certain grades at certain worksites.

- c. In the event that graded positions not listed above become available or new office sites are created, such positions will be posted for bidding at all office sites of the Public Defender's Office and shall remain posted for a period of ten (10) working days. These positions shall then be filled in accordance with the procedure described in Section 5.3 of this Article.

**Section 5.2 Transfers and Promotions:**

When the Public Defender deems a position vacant, notice of such vacancy shall be posted electronically, if possible, and at all worksites and shall identify the worksite and grade. Each notice of vacancy shall remain posted for a period of fourteen (14) business days. Only those employees who submit bids for specific posted vacancies during the posting period shall be eligible to fill the vacancy. Applications for one (1) posting shall not carry over to other postings.

The Employer will provide the Union with the list of bidders and their seniority date and identify the successful bidder within ten (10) days of selection, **but no later than five (5) days prior to notification to successful bidders.**

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 to all employees.

**Section 5.3 Filling of Vacancies:**

- a. Permanent vacancies shall be filled in the following order of priority:
  - 1. Recall from layoff
  - 2. Transfer
  - 3. Promotion and applicants from outside the bargaining unit.
- b. When filling a vacancy through transfer, the most senior qualified applicant will be selected. No additional application will be completed for lateral transfers other than customary bid form for Lane Two attorneys. When filling a vacancy through promotion,



the most qualified applicant will be selected; in the event the qualifications are relatively equal, seniority will control.

- c. When permanent changes in work site assignments are made by the County, an employee may exercise seniority to retain his/her current assignment.
- d. Current employees who transfer from one work location to another in the same grade shall not be demoted unless, after six (6) months, it can be shown by the County that the employee is not functioning according to the requirements of the attorney's grade. Current employees who bid on vacancies below their grade will be demoted to the grade of the vacancy bid on upon the acceptance of the transfer. When an employee successfully bids on a vacancy in a lower grade, said duties of that employee shall be commensurate with the grade.
- e. Grade One attorneys shall be promoted to Grade Two, Step Two, in the order of their seniority with the Office as soon as such positions become available, but no later than one (1) year after the date of hire.
- f. Members of management who were not employed as Assistant Public Defenders prior to December 1, 1987 and have never been members of the bargaining unit may not enter the bargaining unit except by bidding according to the provisions of Section 3(a) of this Article.
- g. Members of management who were employed as Assistant Public Defenders prior to December 1, 1987 or who were members of the bargaining unit at any time may enter the bargaining unit at any time without bidding. If the attorney had never been classified then he/she shall be classified in the same way attorneys were classified in 1987. If the attorney had been a bargaining unit member and had been classified before, the attorney shall return to the bargaining unit in the grade and step that he/she would have had, had he/she never left the bargaining unit. Bargaining unit members who enter management ranks after December 1, 2008, shall have 36 months after leaving the bargaining unit to re-enter the bargaining unit pursuant to the terms of this paragraph. After a former bargaining unit member has been a manager for 36 months, that person may only re-enter the bargaining unit under the provisions of Section 5.3(a) of this Article.
- h. The Union retains the right to waive bidding rights under this Article for the purposes of hiring applicants from outside the bargaining unit at higher than Grade One or Step One of any grade.

**Section 5.4 Minimum Length of Assignment:**

- a. Employees who successfully bid on transfers from one work site to another shall not be eligible to transfer to another work site for one (1) year from the effective date of transfer unless in the County's sole discretion the needs of the office dictate otherwise. Transfers will be further limited by Section 5.4(b) and Section 5.5 of this Article. An employee's right to promotion, however, will not be limited.

- b. Employees assigned to either the Legal Resources Division or the Civil Division after the effective date of this Agreement shall work a minimum of twenty-four (24) months in that division before they can transfer to another worksite unless, in the County's sole discretion, the needs of the office dictate otherwise.

**Section 5.5 Return to Represented Unit:**

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the County shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred, although the employee's return may not be to his/her previous classification. Section 5.5 shall become null and void on November 30, 2011.

**Section 5.6 Classification:**

Employees shall be classified into the appropriate grade and classification as described in Appendix A of this Agreement.

**Section 5.7 Hardships:**

If an attorney has a verifiable hardship that interferes with his/her employment responsibilities, the attorney may request management assistance to resolve the hardship. In these circumstances the County has the right to fashion a remedy for the attorney's situation, all other provisions of this Agreement notwithstanding. Any such steps which will conflict with the terms of this Agreement shall be agreed to by the parties prior to implementation. The employee's medical information shall be disclosed to the Union only upon the written consent of the employee. The County and Union agree to treat all information regarding the employee's request for hardship accommodation in a confidential manner.

The County and the Union will continue to explore the development of programs to address this issue, including, but not limited to, programs of voluntary rotation and transfer, as well as other programs deemed necessary to address the needs of the office and the attorneys, all other provisions of this Agreement notwithstanding.

**ARTICLE VI  
Holidays**

**Section 6.1a Designation of Holidays:**

The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit.

1. New Year's Day - January 1<sup>st</sup>
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12<sup>th</sup>
4. Presidents' Day - Third Monday in February
5. Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4<sup>th</sup>
8. Labor Day - First Monday in September

9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11<sup>th</sup>
11. Thanksgiving Day - The day approved by the Governor of the State of Illinois or by the President of the United States
12. Christmas Day - December 25<sup>th</sup>

It is the intent of the County 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 day or part of a day shall be considered a holiday when so designated by the County and/or the court.

**Section 6.1b Floating Holiday:**

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. 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.

If an employee is required to work on an approved floating holiday, the employee shall reschedule the floating holiday.

**Section 6.2 Holidays in Vacations:**

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

**Section 6.3 Work in a Holiday Court:**

Work in holiday court shall be performed by all employees who request that they be considered for Holiday Court. An employee shall submit to the Employer/Designee a Holiday Court Request form for the Holiday Court work site where he/she wants to be assigned.

The form shall be submitted semi annually in order for the employee to be a member of the Holiday Court central pool of employees. However, the list may be amended from time to time during the year to ensure a current list of employees.

The Employer/Designee shall make a reasonable effort to notify the employees of the Holiday Court assignments at least forty five (45) days in advance of the assignment. The Holiday Court assignments will be based on an equitable assignment of all members of the central pool for each Holiday Court work site.

Employees shall be assigned to holiday court for only one (1) day per weekend.

Employees shall receive eight (8) hours pay for working Holiday Court. Employees shall be compensated at their current rate of pay, not to exceed the rate of pay of a Grade Two, Step Two employee.

Any employee who cannot fulfill his/her volunteer assignment for a non-emergency reason shall notify the Employer/Designee at least ten (10) business days prior to the assigned date. The Employer/Designee will assign a replacement from the available volunteer pool. Any employee who cannot fulfill his/her volunteer assignment for an emergency reason must notify the Employer/Designee personally as soon as practicable. If the employee cannot give personal notification because of an emergency, he/she shall arrange for notice by a responsible adult.

**ARTICLE VII**  
**Vacations**

**Section 7.1 Vacation Leave:**

- a. All bargaining unit employees who have completed one (1) year of service with the County, including service mentioned in Paragraph E of this section, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
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. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a 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 month.
- d. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The County may establish the time when the vacation shall be taken.
- e. Any employee of the County of Cook 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 Cook County 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 with Cook County, shall be the same as if employment had continued without interruption by Military Service.
- i. Holidays recognized by the County are not to be counted as part of a vacation.
- j. Vacation time, once scheduled between the County and employee, shall not be revoked by the County unless operational needs reasonably require such revocation.

**Section 7.2 Vacation Preference and Scheduling:**

Insofar as practicable, 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.

**ARTICLE VIII  
Welfare Benefits**

**Section 8.1 Hospitalization Insurance: Employee Contributions:**

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

Item	Effective 12/1/15
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	\$10/\$25/\$40
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 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 8.2 Sick Leave:**

All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices

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

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. The 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.

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.

Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.

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 County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility 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 County's physician may be required to make sure that the employee is physically fit for return to work.

If, in the opinion of the County, 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. The decision of the County shall be subject to the grievance procedure.

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

### **Section 8.3 Disability Benefits:**

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



thirty-first (31st) day following disability, fifty percent (50%) of salary. 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 County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

**Section 8.4 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 8.5 Pension Plan:**

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

**Section 8.6 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 8.7 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 8.8 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 8.9 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 8.10 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, AFSCME Council 31 and each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. AFSCME Council 31 and 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 8.11 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 8.12 Insurance Opt Out:**

Effective the first full pay period after December 1<sup>st</sup> of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt out program.

**Section 8.13 Personal Support Program (PSP):**

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

The Union and Cook County share a mutual interest in improving bargaining unit members' 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 option.

**ARTICLE IX  
Additional Benefits**

**Section 9.1 Bereavement Leave:**

In the event of death in the immediate family or household, an employee will be granted an excused absence such time as 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 9.2 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. 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.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

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 vacation days. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to such approval. In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - December, January, February
- 2nd Quarter - March, April, May
- 3rd Quarter - June, July, August
- 4th Quarter - September, October, November

Severance of employment shall terminate all rights to accrued personal days.

**Section 9.3 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 X**

### **Leaves of Absence**

#### **Section 10.1 Regular Leave:**

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

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Public Defender. If approved by the Public Defender the application will then be forwarded to the Cook County Comptroller for consideration. 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 10.2 Family Responsibility 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 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 for good cause by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage during the leave shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

#### **Section 10.3 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the County 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 10.4 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. Employee benefits will be provided as set forth in the Retention of Benefits section of this Article.

Elected delegates will be permitted to attend a national and/or state AFSCME convention once every other 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 10.5 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

An employee who has a 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 10.6 Veterans' Conventions:**

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

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

**Section 10.7 Approval of Leave:**

No request for a leave, as defined in Section 10.1 and 10.5 of this Article will be considered unless approved by the Public Defender, and the Public Defender shall not grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

**Section 10.8 Jury Duty:**

An employee called for jury duty shall be extended leave with pay for the full duration of his/her duty; however, any compensation for this duty, exclusive of travel allowance received, must be turned over to the Employer by the employee.

**Section 10.9 Use of Benefit Time:**

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

**Section 10.10 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 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 10.11 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 County. 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 County.

**Section 10.12 Anniversary Date Adjustment:**

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

**Section 10.13 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 10.2, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

**ARTICLE XI**  
**Discipline**

**Section 11.1 Use of Discipline:**

The County has the right to discipline employees. However, the degree of penalty should fit the offense and the least serious method of discipline appropriate to the offense should normally be used to correct the employee's behavior. The County agrees with the tenets of progressive and corrective discipline. The types of discipline listed in Section 11.2 of this Article may be applied progressively, but also may be applied out of sequence in order to fit the severity of the offense, the infraction involved and other relevant factors. The County may only discipline an employee for just cause.

**Section 11.2 Types of Discipline:**

- a. The County may impose only the following types of discipline:
  1. Oral Reprimand:
  2. Written Reprimand:
  3. Suspension: or
  4. Discharge:
  
- b. The employee shall not be demoted for disciplinary reasons. However, a demotion may occur in conjunction with disciplinary action when individual circumstances warrant.

**Section 11.3 Timeliness of Discipline:**

Discipline shall be imposed as soon as possible after the County is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter. However, the discipline shall commence within forty-five (45) calendar days after the completion of the pre-disciplinary meeting.

**Section 11.4 Manner of Discipline:**

If the County has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

**Section 11.5 Investigatory Meetings:**

The County may, but is not required to, conduct an Investigatory Meeting. If an Investigatory Meeting is conducted, any employee who is the subject of the Investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting shall be entitled to Union Representation upon request.

The Employer shall notify the Union as well as the employee of such meeting and the reason for the meeting.

**Section 11.6 Pre-Disciplinary Meeting:**

Prior to the imposition of suspension or discharge, the County shall convene a Pre-Disciplinary Meeting. The County shall meet with the employee and his/her Union representative, should the employee request such representation, about the circumstances giving rise to the contemplated discipline. The County will afford the employee an opportunity to rebut any evidence or charges made against the employee. The employee's opportunity to rebut, however, shall not occur until the County has presented all known evidence and reasons for disciplinary action. Reasonable extensions of time for rebuttal purposes may be allowed when warranted and requested. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active participant at any and all such meetings.



**Section 11.7 Pre-Disciplinary Meeting Notice:**

No less than five (5) work days prior to a Pre-Disciplinary Meeting, which shall be set at a date agreeable to both parties; the County will provide the employee and the Union, in writing, the following:

- a. The reason(s) for the contemplated disciplinary action;
- b. The contemplated measure or type of discipline to be imposed;
- c. Information that the employee is entitled to Union representation upon his or her request;
- d. The names of relevant witnesses and copies of relevant documents;
- e. The proposed time, location and date of the meeting.

**Section 11.8 Oral and Written Reprimands:**

In case of oral and written reprimands, the supervisor must inform the employee that he/she is receiving an oral or written reprimand and of his/her right to Union representation, which shall only be provided if so requested. The Union shall be given notice of such discipline. The employee shall also be given reason(s) for such discipline, including the names of witnesses and copies of pertinent documents. A written notation of the oral reprimand or the written reprimand itself shall be placed in the employee's personnel file. Removal of such notation or reprimand shall only be done in accordance with Section 11.10 of this Article.

**Section 11.9 Notification of Disciplinary Action:**

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union a clear and concise written statement of the reasons for such discipline. Once discipline is imposed, it may not be increased.

**Section 11.10 Removal of Discipline:**

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

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

**Section 11.11 Union Representation:**

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.

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.

## **ARTICLE XII**

### **Grievance Procedure**

#### **Section 12.1 Policy:**

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees. All employees shall have the right to file a grievance and shall be assured freedom from coercion, restraint or reprisal.

#### **Section 12.2 Definition:**

A grievance is a difference between the Union or a bargaining unit member and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the County'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 County or his designee. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (and 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 12.3 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 Three (3) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. Where applicable and by mutual agreement, grievances may be initiated at Step Two (2) or Three (3). A grievance relating to all or a substantial number of employees or to the Union's own interest or rights with the County, may be initiated at Step Two (2) or Three (3) by mutual agreement. If a grievance is initiated by or on behalf of a group of employees, the Union shall endeavor to name all employees involved in the grievance prior to the Step Three (3) meeting. Suspensions of seven (7) days or more and terminations shall commence at Step Two (2) of the grievance procedure.

#### **Section 12.4 Grievance Procedure Steps:**

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

<u>Step</u>	<u>Submission Time Limit This Step</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting (working days)</u>	<u>Response</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Public Defender/ Designee	10 days	10 days
3	10 days	County/Designee	15 days	15 days
4	30 days	Impartial Third Party	30 days	30 days

**Section 12.5 Time Limits:**

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

**Section 12.6 Stewards:**

The Union will advise the County in writing of the names of the stewards in each division and will promptly notify the County of any changes. Stewards shall notify their supervisor before leaving their work assignments or area to handle grievances. Stewards will be permitted, by their supervisor, to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal working hours without a loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not unreasonably interfere with their work performance. The Union shall not abuse this privilege. Management and stewards agree to cooperate in scheduling all hearings so as not to unreasonably interfere with the steward's professional responsibilities.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed two days with pay 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 12.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times, to enter the appropriate Public Defender 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 writing. The representative will conduct his/her business so as not to interfere with the operations of the County. The Union shall not abuse this privilege, and such right of entry shall at all times be subject to the County's general rules applicable to non-employees.

### **Section 12.8 Impartial Arbitration:**

- a. 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 County/Designee notice that the grievance is to enter Impartial Arbitration. If the County/Designee and the Union fail to reach agreement on an arbitrator within ten (10) days, the two (2) parties may request the Illinois Labor Relations Board, the American Arbitration Association, or the Federal Mediation and Conciliation Service provide a panel of arbitrators. Each of the parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) name remains. The remaining name shall be the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.
- b. Prior to an arbitration proceeding, either party may request of the other party any documents (or copies thereof), a list of witnesses or any other information relevant to the grievance and in control of the opposing party. Such requests shall not be unreasonably denied.
- c. The parties are entitled to request the Arbitrator to require the presence of relevant witnesses and production of relevant documents. The Arbitrator, in his/her opinion, shall not amend, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County/Designee and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- d. A grievance may be withdrawn at any time. A grievance that is not timely filed or extended by mutual agreement is waived.
- e. Expenses for the Arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- f. If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

### **Section 12.9 Arbitration:**

The Union and the County 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 be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the

parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

**Section 12.10 Grievance Meetings:**

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

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 representatives to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

**Section 12.11 Advanced Step Filing:**

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

**Section 12.12 Expedited Arbitration:**

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

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (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 12.13 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 Council 31 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 XIII  
Continuity of Operation**

**Section 13.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 13.2 Union Responsibility:**

Should any activity prescribed in Section 13.1 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 County 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;

- (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 County to accomplish this end.

**Section 13.3 Discharge of Violators:**

The County 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 County may not be disturbed.

**Section 13.4 No Lock Out:**

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

**Section 13.5 Preservation of Rights:**

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

**ARTICLE XIV  
Miscellaneous**

**Section 14.1 No Discrimination:**

- a. 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.
- b. It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.
- c. Applicants are to be recruited, selected, and hired without discrimination because of race, color, creed, religion, gender, age, disability, sexual orientation, national origin, marital status.
- d. The parties recognize the employer's obligation to comply with Federal and State Equal Employment Opportunity Laws.
- e. 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 County, the County, 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 County conform to the requirements of this Agreement where practicable. The County 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 County'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 County to take any action which would violate the ADA or any other applicable statute.

**Section 14.2 Environment:**

The County recognizes that the Public Defender's Office provides a vital service and that the employees covered under this Agreement need a satisfactory work environment, including appropriate office space and location, adequate support staff and adequate supplies. The County agrees that no major relocation of offices shall take place without prior negotiation with the Union over the impact of such relocation. The Union recognizes that the County does not have to negotiate over budgetary matters not affecting bargaining unit personnel. Employees shall have facilities reasonably available for research. The County shall provide all Employees with either a current print or electronic copy of the Illinois Revised Statutes, whichever the Employee chooses, which will include the following:

CHAPTER	NAME
	Government
5	General Provisions
15	Executive Officers
20	Executive Branch
45	Interstate Compacts
	Education
105	Schools
	Regulation
210	Health Facilities
230	Gaming
235	Liquor



	Human Needs
325	Children
	Health & Safety
405	Mental Health
410	Public Health
415	Environmental Safety
430	Public Safety
	Husbandry
510	Animals
515	Fish
520	Wildlife
	Transportation
605	Roads & Bridges
625	Vehicles
	Rights & Remedies
705	Courts
720	Criminal Offenses
725	Criminal Procedures
730	Corrections
735	Civil Procedures
740	Civil Liabilities
750	Families
765	Property
775	Human Rights
815	Business Transactions
	Supreme Court Rules

The Union recognizes that the County does not have to negotiate over budgetary matters not affecting bargaining unit.

**Section 14.3 Bulletin Boards:**

The County will make bulletin boards available for use of the Union at all work sites. The items posted shall not be political, partisan or defamatory in nature.

**Section 14.4 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 law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability 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 14.5 Courses and Conferences:**

- a. In recognition of the Minimum Continuing Legal Education (MCLE) program adopted by the Supreme Court of Illinois that established requirements for continuing legal education (CLE) for Illinois attorneys, the County shall approve employees' requests to attend courses or conferences related to the employee's work, subject to staffing and budgetary considerations. The opportunity to attend such courses or conferences shall be offered to employees in an equitable manner. Any reasonable costs previously approved, in writing, by the County shall be paid for or reimbursed by the County.
- b. All mandatory training programs sponsored by the Public Defender's Office shall be conducted Monday to Friday excluding holidays, except training for newly hired attorneys which may occur on weekends, not including holidays. All such mandatory programs shall also be conducted between 8:00 a.m. and 6:00 p.m. The County shall distribute a schedule of training events or courses. The schedule shall be provided to all employees sufficiently in advance to accommodate employees who wish to arrange their schedules in order to participate. The existence of the schedule shall not preclude the approval of requests to attend other courses or conferences as provided in sub-section (a) of this Section.
- c. The Public Defender's Office encourages its employees to become active members of local, state and national bar associations as well as national and state organizations whose goals and objectives are consistent with those of the Public Defender's Office. Employees who are officers or committee members of such organizations may seek the approval of the Public Defender/Designee to attend the meetings of those organizations when they occur during regular business hours, but such approval is subject to staffing considerations. If approval is given for the employee to attend such a meeting during regular business hours, the employee shall be paid regular salary while attending the meeting. The employee may also apply for full or partial reimbursement from the County for reasonable expenses the employee incurred that are not reimbursed by the organization in question. Reimbursement by the County for such expenses is subject to budgetary considerations.

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

**Section 14.6 Union and County Meetings:**

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

**Section 14.7 Travel Reimbursement:**

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

**Section 14.8 Paychecks/Payday:**

Employees shall be paid every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

**Section 14.9 Meeting Rooms:**

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

**Section 14.10 Personnel Files:**

Upon written request to the Department of Personnel Office, an employee may inspect his/her personnel file 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 14.11 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.

**Section 14.12 ARDC Complaints:**

Every attorney shall inform the Public Defender or her Designee whenever he/she receives a complaint from the Attorney Registration & Disciplinary Commission ("ARDC"). The Public Defender, recognizing that ARDC complaints are confidential, agrees to maintain this confidentiality. Should the ARDC dismiss the complaint or decide to take no action on it, the Public Defender agrees to expunge any record of its existence three (3) years after the disposition of the investigation by the ARDC, unless the ARDC determines that deferral of expunction is warranted, in which case said records shall be maintained by the Public Defender only for so long as said records are maintained by the ARDC.

**Section 14.13 Information Provided to Union:**

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

**Section 14.14 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), and any problem the County believes must 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 14.15 Day Care:**

A Day Care Committee composed of a mutually agreed-upon equal number of Union and County representatives shall meet to study the feasibility of establishing day care centers for the dependents of employers of the County. In addition, this Committee will study the establishment of a segregated IRS account to be used for child care expenses.

**Section 14.16 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.

**Section 14.17 Contract Implementation:**

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

**Section 14.18 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 14.19 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 14.20 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.

**ARTICLE XV  
Health and Safety**

**Section 15.1 General:**

The County shall endeavor to provide a safe and healthful work environment for all employees. The County 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 15.2 of this Article.

**Section 15.2 Health and Safety Committee:**

The County 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. This 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 15.3 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 County agrees as follows:

1. 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.
2. 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 B during the course of his/her employment. The County shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances a Hepatitis B vaccine at no cost to the employee.

3. 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 and shall develop a comprehensive policy or 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 XVI Educational Benefits**

### **Section 16.1 Educational Fund:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all AFSCME Council 31 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 coursework 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 16.2 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 contract. If such changes occur, the Employer shall give primary consideration to the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

## **ARTICLE XVII Sub-Contracting**

### **Section 17.1 Subcontracting:**

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

## ARTICLE XVIII

### Duration

#### Section 18.1 Term:

This Agreement shall become effective on December 1, 2012 shall remain in effect thru November 30, 2017. 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 18.2 Notices:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 537  
Chicago, IL 60602
2. Chief, Bureau of Human Resources  
118 North Clark Street - Room 840  
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

A. F. S. C. M. E.  
205 N. Michigan Ave.  
Suite 2100  
Chicago, IL 60601

Either party may, by like written notice, change the address to which notice to it shall be given.

## ARTICLE XIX

### Rates of Pay Implementation

#### Section 19.1 Job Classification/Job Audit:

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 attorneys identified by the Union as working outside their job classifications. The job audits shall be conducted within a reasonable period of time after the requests is made. The results of such job audits shall be made known to the Union within sixty (60) days after the audit is completed.

**Section 19.2 Assistant Public Defender:**

All employees of the Public Defender's Office who are full standing members of the Illinois Bar and represent clients shall be considered Assistant Public Defenders.

**Section 19.3 Salary Raises:**

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 June 1, 2013. The pay rates for all classifications shall be increased by 1.0%.

Effective the first full pay period on or after June 1, 2014. The pay rates for all classifications shall be increased by 1.5%.

Effective the first full pay period on or after June 1, 2015. The pay rates for all classifications shall be increased by 2.0%.

Effective the first full pay period on or after December 1, 2015. The pay rates for all classifications shall be increased by 2.0%.

Effective the first full pay period on or after December 1, 2016. The pay rates for all classifications shall be increased by 2.25%.

Effective the first full pay period on or after June 1, 2017. The pay rates for all classifications shall be increased by 2.0%.



Signed and entered into this 13<sup>th</sup> day of April 2016.

County of Cook:  
Joni Prosser  
JONI PROSSER, President Cook County Board of Commissioners

Attest:  
David Orr  
DAVID D. ORR Cook County Clerk

UNION: American Federation of State, County and Municipal Employees (AFSCME) Council  
31 (Signed on behalf of Local 3115)

[Signature] Local 3115  
[Signature] AFSCME Council 31

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APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

APR 13 2016

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