

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) COUNCIL 31, LOCAL 1767**

**Representing Caseworkers, Interpreters and Investigative Personnel from the
Office of the Public Defender, Office of the Medical Examiner and Department of
Emergency Management and Regional Security**

And

COUNTY OF COOK

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 23 2021

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December 1, 2020 through November 30, 2024

Effective upon Approval by the Cook County Board of Commissioners

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AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between Cook County (hereinafter collectively referred to as the "County" or the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of Local 1767 (hereinafter referred to as the "Union" or "AFSCME").

ARTICLE I RECOGNITION

Section 1.1 Representative Unit:

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

During the term of this Agreement, the Employer may establish new and changed job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay for a classification, including classifications new to the bargaining unit, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.

Section 1.2 Employer Neutrality

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

The Employer shall not interfere with the relationship between bargaining unit employees and the Union or otherwise discourage employees or applicants from becoming or remaining union members or from authorizing dues deductions. All inquiries about union membership shall be referred to the Union, except the Employer may communicate with employees regarding payroll procedures. The Employer shall continue to establish and make a good faith effort to implement a policy to prohibit and block the use of its email system by outside third parties to engage in the above conduct prohibited by Section 10(a)(8) of the Illinois Public Labor Relations Act.

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

Section 1.3 Dues Check-off:

The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and

PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions. In addition to the current deductions presently being made, the County shall provide check off for P.E.O.P.L.E. and the Union sponsored dental plan. The deductions shall be remitted to the Union along with a list including the name, address, social security number, each bargaining unit employee's salary, and amount of deduction for each employee.

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

The Employer shall commence dues deductions within thirty (30) days of notice of authorization from the Union. The Employer shall rely upon information provided by the Union regarding whether deductions were properly authorized, revoked, canceled, or changed. Deductions shall remain in effect until the Employer receives notice of a change from the Union. The Employer shall direct all requests from employees to changes in payroll deductions to the Union. The Union shall be responsible for initially processing and notifying the Employer of proper requests to initiate or change employee deductions.

Section 1.4 New Employee Orientation:

The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one week's notice of the session. If the new members of a Union bargaining unit attend the NEO session, the Union will be permitted up to one (1) hour during the NEO session to acquaint them with the collective bargaining agreement and the Union's role in administering it. This time will normally be scheduled at the end of the session, unless mutually agreed otherwise.

Attendance during this phase of the NEO session will be without loss of pay (including for employees representing the Union).

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

Section 1.5 Indemnification:

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

Section 1.6 Bargaining Unit Work:

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

ARTICLE II
EMPLOYER AUTHORITY

Section 2.1 Employer Rights:

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

Section 2.2 Employer Obligation:

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

ARTICLE III
HOURS OF WORK

Section 3.1 Regular Work Periods:

The workday shall commence from the employee's scheduled starting time. The normal workday shall be eight (8) consecutive hours, including a lunch period. If an employee cannot report to work as scheduled, the employee must notify the supervisor/designee prior to his/her scheduled reporting time. The time for notification shall be determined by management, but in no case shall exceed two (2) hours.

- A. For the Office of the Public Defender, the workweek shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday. The normal workweek consists of five (5) consecutive workdays, Monday through Friday except those investigators assigned to Holiday Court and in other situations dictated by courts or client's needs. An employee will be docked for all time not worked during his/her regularly scheduled work day, subject to Section 3.7 of this Article.
- B. For the Office of the Medical Examiner there shall be no rotation of shifts as a systematic practice; however, the Employer retains the right to assign employees to shifts consistent with operational needs.
- C. For the Office of the Medical Examiner, the workweek shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday. The Employer agrees to provide employees with at least thirty (30) days' notice prior to any change in schedule except in the case of an unanticipated operational need. An employee will be docked for all time not worked during his/her regularly scheduled work day, subject to Section 3.7 of this Article.
- D. For the Office of the Medical Examiner, employees shall work one of three shifts:
 - a First Shift - 7:00 a.m. to 3:00 p.m.
 - b Second Shift - 3: 00 p.m. to 11: 00 p.m.
 - c Third Shift - 11: 00 p.m. to 7:00 a.m.
- E. For the Department of Emergency Management and Regional Security, the standard work shift for employees shall be from 8:30 a.m. – 4:30 p.m., Monday through Friday.

Section 3.2 Flexitime:

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

Section 3.3 Chief Judge - Constitutional Authority:

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

Section 3.4 Lunch Periods:

Each day a lunch period of one (1) hour is allotted as currently practiced by each department to meet operational needs. It is assumed that an employee takes his/her lunch period each day.

Section 3.5 Overtime/Compensatory Time:

- A. Accrual: It is expected that all assignments can be accomplished during an employee's regularly scheduled work day. However, when operational needs require overtime work, such overtime is subject to the prior approval of the employee's supervisor.

Employees in the Office of the Public Defender, the Office of the Medical Examiner, and the Department of Emergency Management and Regional Security shall be eligible to earn compensatory time at a rate of one and half (1½) hours for every hour worked in excess of forty (40) hours in a work week.

In determining whether an employee is entitled to overtime pay, hours in which the employee is in pay status because of benefit (PTO) time use for FMLA shall not count toward the applicable threshold of hours worked.

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

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

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. Employees may be allowed use of compensatory time without meeting the time requirement and with the approval of the Employer. Such approval will not be unreasonably withheld.

<u>Amount of Compensatory Time</u>	<u>Request Period</u> (calendar days)
one day or less	3 days
2 to 3 days	5 days
more than 3 days	10 days

Section 3.6 Time Alternative:

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

Section 3.7 Docking Provisions:

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

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

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

Section 3.8 Call Back Pay:

For the Office of the Public Defender, Medical Examiner and Department of Emergency Management and Regional Security, an employee called in to work outside of his/her regularly scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate.

Section 3.9 Shift Differential:

Employees whose schedule currently provides that their shift starts at 3:00 p.m. or 11:00 p.m. on the date this agreement is approved by the Cook County Board of Commissioners will be paid a premium of \$1.00 per hour for all hours worked that fall between 3:00 p.m. and 7:00 p.m.

ARTICLE IV
SENIORITY

Section 4.1 Probationary Periods:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one (1) year. The probationary period may be extended for six (6) months following the initial probationary period, with notice to the union and employee of the reasons for the extension. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Except as provided herein, a probationary employee will be entitled to union representation. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire, where applicable.

Section 4.2 Definition of Seniority:

Except as otherwise specified, seniority for full-time employees is an employee's length of most recent continuous employment in a bargaining unit position in the office since his/her last hiring date less any time off for a period exceeding thirty (30) calendar days.

For part time employees, seniority is an employee's pro-rated length of most recent continuous employment in a bargaining unit position in the office since his/her last hiring date less any time off for a period exceeding thirty (30) calendar days.

For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number, with the lowest employee number deemed to be more senior.

Section 4.3 Seniority List:

On a quarterly basis and upon reasonable request by the Union, the Employer will furnish the Union a list showing the name, phone & Employee ID numbers address, classification, department and County and current department seniority dates of each employee. The Department Head/Designee shall post a similar list without employee addresses. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the Department Head/Designee of any error in his/her County and current department seniority dates as it appears on that list or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Department Head/Designee.

Section 4.4 Termination of Seniority:

- A. An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of one (1) of the following:
1. resignation or retirement;
 2. discharge for just cause;
 3. 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;
 4. Failure to report to work at the termination of a leave of absence or vacation unless the employee has a reasonable explanation of such failure to report for work;
 5. Absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
 6. Failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar 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 Office where the employee works; or

7. 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.

ARTICLE V **HOLIDAYS**

Section 5.1a Regular Holidays:

The following are regular holidays:

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

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

In addition to the above, any other week day or part of a week day shall be considered a holiday when so designated by the Employer. For the Office of the Public Defender only, any other week day or part of a week day shall be considered a holiday when so designated by the Chief Judge of the Circuit Court of Cook County.

Section 5.1b Floating Holiday:

- (a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1st of each year, which must be used by the employee between December 1st and November 30th. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Such request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1st and the employer failed to grant one (1) of the three (3) days requested.

- (b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 5.2 Holiday in Vacations:

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

Section 5.3 Work on a Holiday:

Investigators who work in units that normally work on holidays, and who are scheduled to work on the holidays listed below, shall be compensated for time actually worked on such holidays at the rate of time and one half:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

ARTICLE VI
VACATIONS

Section 6.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one (1) year of service with the Employer, including service mentioned in paragraph E of this sub-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. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

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

Section 6.2 Vacation Preference and Scheduling:

- A. Subject to operational needs, vacations will be granted to meet the requests of employees. For employees of the Public Defender's Office and Medical Examiner's Office vacation periods shall be allotted among employees on a first requested, first granted basis. Where two (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.
- B. Requests for vacation time shall be made in the following manner:

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

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

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

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

ARTICLE VII
WELFARE BENEFITS

Section 7.1 Hospitalization Insurance; Employee Contribution:

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

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

Council 31 members shall receive the more favorable treatment as well.

- C. Revised as follows:

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	\$100
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPOER	\$75
RX	\$15/\$30/\$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1% of salary increase (.50% increase on 12/1/15 and .50% increase on 12/1/16

- D. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.
- E. Children shall be eligible for health insurance benefits in accordance with applicable federal and state law.
- F. Section Generic Step Therapy and Mandatory Maintenance

1. Generic Step Therapy Program:

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

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

2. Mandatory Maintenance Choice:

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

Section 7.2 Sick Leave:

- A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay-status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. 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.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

- E. If, in the opinion of the Employer, the health of an employer warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 7.3 Pension Plan:

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

Section 7.4 Disability Benefits:

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

Effective FY 2019, County will offer a short-term disability product.

Section 7.5 Life Insurance:

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

Section 7.6 Dental Plan:

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

Section 7.7 Vision Plan:

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

Section 7.8 Hospitalization - New Hires:

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

Section 7.9 Flexible Benefits Plan:

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

Section 7.10 Union and County Meetings Respecting Health Care:

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

Section 7.11 Insurance Coverage for Laid off Employees:

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

Section 7.12 Personal Support Program (PSP):

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

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

ARTICLE VIII
ADDITIONAL BENEFITS

Section 8.1 Bereavement Leave:

In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and the date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time 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 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 shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 8.2 Personal Days:

All employees, except those in per diem status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ($\frac{1}{2}$) day at a time. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively or in conjunction with other benefit days, excluding sick days with the approval of the department head/designee. Employees must complete the designated and appropriate form to the supervisor not less than five (5) working days prior to use. Additionally, two (2) personal days may be used for observed religious holidays prior to accrual, to be paid back at the rate of future accrual. Severance from employment shall terminate all rights to accrued personal days.

Section 8.3 First Personal Day:

The first personal day accrued each year may be banked for use in one quarter ($\frac{1}{4}$) day increments at future times during the year.

Section 8.4 School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq.

ARTICLE IX
LEAVES OF ABSENCE

Section 9.1 Use of Benefit Time:

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

Section 9.2 Regular Leave:

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

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head/Designee for approval. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 9.3 Family Responsibility Leave:

In addition to Maternity/paternity Leave (Article 9, Section 12) and/or Parental Leave (Article 9, Section 13), 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 shall, 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 up to twelve (12) work week's unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to six (6) months (up to six (6) months total for FMLA and Family Responsibility Leave, combined) and meeting FMLA standards.

Section 9.4 Educational Leave:

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

Section 9.5 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain previously accrued seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 9.6 Retention of Benefits:

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

Section 9.7 Union Leave:

A leave of absence not 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 employee. Sick pay, vacation and insurance benefits will be provided as set forth in Section 9.3 of this Article, provided that it will not seriously affect the performance of the office.

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

Convention delegates as per the following per local:

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

One (1) per additional thousand or fraction thereof.

Section 9.8 Military Leave:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States,

shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 9.9 Veterans Conventions:

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

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

Section 9.10 Jury Duty:

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

Section 9.11 Election Day:

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

Section 9.12 Maternity/Paternity Leave:

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

Section 9.13 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 four (4) 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 four (4) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

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

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

Section 9.14 Family Responsibility Leave:

In addition to Maternity/Paternity Leave (Article 9 Section 12) and/or Parental Leave (Article 9 Section 13), 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 shall be maintained in accordance with

the Family Medical Leave Act ("FMLA") leave, i.e., up to six (6) months (up to six (6) months total for FMLA and Family Responsibility Leave, combined) and meeting FMLA standards.

Section 9.15 Approval of Leave:

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

Section 9.16 Change of Anniversary Date:

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

ARTICLE X
DISCIPLINE PROCEDURES

Section 10.1 Use of Discipline:

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

Section 10.2 Types of Discipline:

- A. The Employer may only impose the following types of discipline:
 - 1. Verbal Reprimand;
 - 2. Written Reprimand;
 - 3. Suspension; or
 - 4. Discharge.
- B. An employee shall not be demoted for disciplinary reasons. However, a demotion may occur in conjunction with disciplinary action when individual circumstances warrant.
- C. Discipline shall be imposed in a timely manner.
- D. Suspensions shall be capped at 30 days.

Section 10.3 Investigatory Meeting/Right to Union Representation:

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

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.

Section 10.4 Pre-disciplinary Meeting:

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

Section 10.5 Verbal and Written Reprimands:

In cases of verbal and written reprimands, the Department Head/Designee must inform the employee that he/she is receiving 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 10.7 of this Article.

Section 10.6 Notification of Disciplinary Action:

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

Section 10.7 Removal of Discipline:

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 10.8 Temporary Suspension:

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

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

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

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

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

ARTICLE XI
GRIEVANCE PROCEDURES

Section 11.1 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 11.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send a copy of grievance(s) appealed or submitted at Steps Two (2) and Three (3) to the respective Department Head or their Designee.

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

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

Section 11.3 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 Four (4) either on their own and individually or with representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two (2) or Step Three (3) by mutual agreement. All employees involved in a grievance must be named by Step Two (2).

Section 11.4 Grievance Procedure Steps:

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

PUBLIC DEFENDER, MEDICAL EXAMINER AND DEMRS SUBMISSION TIME:

<u>STEP:</u>	<u>LIMIT THIS STEP:</u>	<u>TO WHOM</u>	<u>TIME LIMITS MEETING</u>	
<u>RESPONSE</u>	<u>(Calendar Days)</u>	<u>SUBMITTED:</u>	<u>(WK. Days)</u>	<u>(WK.</u>
<u>Days)</u>				
1	21	Imm. Suprv/Deputy Of Admin. (Public Def.)	10	10
2	10	Public Def., M.E. Office, DEMRS/Designee	15	15
3	20	Employer/Designee	15	15
4	30	Impartial Third Party	30	30

Section 11.5 Time Limits:

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

Section 11.6 Stewards:

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

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

Section 11.7 Union Representatives:

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

Section 11.8 Impartial Arbitration:

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

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

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

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

The decision of the Arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by the Employer and the Union.

Section 11.9 Impartial Arbitration Panel:

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

Section 11.10 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 11.11 Advance Step Filing:

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

Section 11.12 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.

ARTICLE XII
CONTINUITY OF OPERATION

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

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

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- c. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

ARTICLE XIII
FILLING OF VACANCIES

Section 13.1 Policy:

Each department will post new positions electronically, if possible, and at all work sites for a period of ten (10) work days. Such posting shall state the grade, assignment and skills required for the posted position and that the position is in a bargaining unit represented by AFSCME Council 31, followed by the Local Union number.

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

Section 13.2 Transfer and Promotions - Office of the Public Defender:

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

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

The Employer shall provide a current list to the Union of all budgeted positions that currently exist and on each occasion that a newly budgeted position is created, the Union shall receive same.

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

Section 13.3 Priority:

Vacancies shall be filled in the following priority:

1. Transfer within the department;
2. Recall from layoff within the Department
3. Promotion
4. Within six (6) months of ratification, or such further time as may be necessary to implement the necessary technology, bidders from AFSCME-represented employees under another collective bargaining agreement in Offices under the President. When the qualifications are substantially equal among the bidders, seniority shall be controlling. Seniority shall be defined as total length of service with County-related employers as defined herein.
5. Application from outside the bargaining unit

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

A. Transfer Unit/Promotion:

For the Office of the Public Defender, when filling a vacancy through transfer the most senior qualified applicant will be selected.

For the Office of the Public Defender, the Office of the Medical Examiner, and the Department of Emergency Management and Regional Security, when filling a vacancy through promotion the most qualified applicant will be selected; in event qualifications are relatively equal, seniority will control.

B. Testing:

When tests are required, bidders will be eligible to be tested either at the time the vacancy occurs or on a semi-annual basis, at the discretion of the individual department. An applicant may use previous test results from another bid if applicable. However, test results are good for one (1) year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department. The employee shall be furnished with a copy of his/her test scores. A copy shall also be furnished to the Union, upon request.

C. Interview:

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

D. Filling of Vacancy Criteria:

Vacancies will be filled by the most qualified applicant based on the totality of the following: skill tests, expertise in the particular area, performance appraisal, education, employment history and when applicable the interview. All bargaining unit members of Local 1767 who meet the qualifications for a vacant position and who apply for a promotion/transfer will be considered.

The Employer agrees that the filling of vacancies will not be made in an arbitrary or capricious manner or in bad faith.

For the Office of the Medical Examiner in the event candidates perform substantially similar in all areas, seniority will be determinative.

E. Transfer of Stewards:

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

Section 13.4 Reduction in Work Force:

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be removed from it in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. With respect to the circumstances under which a laid off employee may refuse recall to the position from which he or she was laid off, the parties agree that a laid off employee who refuses recall to a position lower-rated than the one from which he or she was laid off retains recall rights to the classification from which he or she was laid off, subject to the termination of seniority provision in this Agreement. In the event there is an elimination of positions within any classification, the position eliminated will be identified. The least senior employee displaced in a work location shall be placed in the position of at least senior employee in the classification in the bargaining unit. However, a Local 1767 member in the Public Defender's Office, the Medical Examiner's Office or the Department of Emergency Management and Regional Security may only bump a less senior employee in his or her respective office.

An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in vacant position in the next lower classification at his/her work site.

The least senior employee displaced in the classification in the bargaining unit shall be offered the position of the least senior employee in a lower classification in the classification series, in accordance with the seniority provisions of this Agreement. Employees, who have previously served in a classification outside their classification series, shall also be offered the right to displace the least senior employee in that classification.

Vacant Positions: In the event there are not enough such openings, the employee will be offered positions under the Employer – the Office of the President in any other classification within the jurisdiction of the local union in which there is a vacancy. In the event there are not vacancies within the jurisdiction of the local union, employees will be offered any other vacancies under the jurisdiction of the Employer, provided that, for all purposes under the Section, the vacancy is in an AFSCME-represented classification or is a vacancy under the Office of the President within AFSCME (excluding 3696-Public Defenders office only), such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from which the employee is laid off. For employees accepting a vacancy in the Department of Emergency Management and Regional Security (DERMS), the employer may interview the employee for any vacancy positions to determine if the employee possesses the ability and fitness to perform the job. The employee may also be required to undergo a new background check and security clearance. Existing employees of the Department of Emergency Management and Regional Security shall not be required to interview or be subjected to a new background check if they are accepting a vacancy in DEMRS. Where the Employer is obligated to fill positions outside the laid off employee's local union jurisdiction pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

Employees 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 recalled to a vacancy in another classification prior to the decrease in the work force, all in accordance with the seniority provisions of this Agreement. For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

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.

ARTICLE XIV
HEALTH AND SAFETY

Section 14.1 General:

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

Section 14.2 Health and Safety Committee:

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

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

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

Section 14.3 Video Display Terminals:

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

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

Section 14.4 Communicable Diseases:

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

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

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

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

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

ARTICLE XV

EDUCATIONAL BENEFITS

Section 15.1 Educational Funds:

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) for all AFSCME Council 31 bargaining units. Employees' 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.

ARTICLE XVI

UPWARD MOBILITY PROGRAM

Section 16.1 Goals and Priorities:

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

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be

established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services.

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

Section 16.2 Sub-Committee on Advancements:

It shall be the goal of the sub-committee, in accordance with the provisions of the Upward Mobility Program, to explore ways to enhance the ability of Investigator I's and II's to qualify for advancement.

**ARTICLE XVII
JOB CLASSIFICATIONS**

Section 17.1 Classification Review Committee/Job Audits:

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

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

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

Section 17.2 - Temporary Assignment Pay:

Effective December 1, 2018, an employee who is directed by the Department Head, or the Department Head's designee to and does perform, or who is held accountable for the distinguishing duties or responsibilities of a higher rated job, within an AFSCME-represented bargaining unit, for five (5) consecutive days or more shall be paid at the higher rate for all such time from the first day of the assignment. For the purpose of calculation of payment, assignments of one-half (1/2) day or more shall be considered a full day. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have

the ability to do the job. The Employer shall not rotate employees in order to circumvent the payment provisions of this section.

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

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

ARTICLE XVIII **MISCELLANEOUS**

Section 18.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union and other classifications protected under local, state and federal law. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Section 18.2 Americans with Disabilities Act:

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

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

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

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

Section 18.3 Bulletin Boards:

The Employer will make a bulletin board available for the use of the Union in non-public locations at all major worksites. The Union will be permitted to have posted on these bulletin

boards notices of a non-controversial nature. The items posted shall not be political, partisan or defamatory in nature.

Section 18.4 Partial Invalidity:

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

Section 18.5 Courses and Conferences:

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

Section 18.6 Labor Management Committee:

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

The parties agree that time and attendance issues are appropriate for Labor/Management meetings.

Section 18.7 Meeting Rooms:

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

Section 18.8 Non-Disclosure of Employee Personal Information:

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

The Employer shall maintain personnel records in accordance with the Personnel Records Review Act.

Except where required by law, the Employer shall not disclose employee personal information including home address (this includes the disclosure of county or zip code), date of birth, home and personal phone number, personal email address, information identifying an individual's union membership or membership status, dues authorization or non-authorization, and emails or other communications between a labor organization and its members. The Employer shall provide the Union with copies of any FOIA requests for such prohibited information as soon as

practicable and shall provide the Union with the Employer's responses within five (5) business days. Disclosures required to process benefits or to third parties who provide services to the County or its employees shall be exempt from this provision.

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

Section 18.9 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 or economy.

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

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

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

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

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

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

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

Section 18.10 Dual Employment:

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

Section 18.11 Personnel Manual:

It is understood that employees are subject to the policies, procedures, terms and conditions of employment as outlined in the Department Personnel Manuals, except as where modified or amended by this Agreement. Therefore, copies of the personnel manuals will be made available to all bargaining unit employees.

Section 18.12 Travel Reimbursement:

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

Section 18.13 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 non-decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 18.14 Information Provided to Union:

At least once a month, the Employer on behalf of all employees 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, reclassifications, check off revocations, layoffs, reemployments, transfers, leaves, returns from leave, suspensions, discharges, terminations, resignations, retirements, and Social Security numbers. Such information shall in Excel.

The Employer shall provide bargaining unit lists and employee contact information to the union at least once per month in Excel. The information must include name, address, job title, worksite location and shift, if applicable, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the Employer.

The Employer will provide the local union with information regarding new hires within the bargaining unit(s) within the ten (10) calendar days of the effective date of hire. Such information shall normally include name, address, job title, department, worksite location and shift, if applicable, work telephone numbers, identification number if available, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer.

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

Section 18.15 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 deposits.

Section 18.16 Day Care:

A Day Care Committee composed of a mutually agreed-upon equal number of Union and Employer representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the Employer.

Section 18.17 Tax Shelters:

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

Section 18.18 Equipment Identification:

All Employees shall be provided with employment identification, if applicable, metal badges and communication devices, within thirty (30) days of employment for the Public Defender's Office and within one hundred twenty (120) days of employment for the Medical Examiner's Office. Investigators shall be required to reimburse the Employer for such identification or equipment if lost or destroyed; however, the Employer shall be responsible for the cost of replacing the first identification badge, provided that it is not lost or destroyed as a result of the investigator's negligence.

The Employer will provide the investigators in the Public Defender's Office with prepaid phone cards for employment related telephone calls. In addition, there will be a limited number of portable phones made available on an as-needed basis. The Employer will determine the need.

The Employer will continue to provide a limited number of portable phones for the investigators at the Office of the Medical Examiner on an as needed basis.

Section 18.19 Bilingual Pay:

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional one hundred dollars (\$100.00) per month.

Section 18.20 Contract Implementation:

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

Section 18.21 Employment 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 of the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

Section 18.22 Mass Transit Benefit Program:

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

Section 18.23 Personnel Rule Changes:

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act prior to its effective date. The notification shall identify the specific modifications, including a redlined version, and shall include an explanation and justification of said modifications.

Section 18.24 Printing of Contracts:

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 the full cost of printing.

Section 18.25 Recording/GPS/AVL Devices:

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

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

The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment.

The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

Section 18.26 Union Access:

The Employer shall provide the Union, including its agents and employees, reasonable access to employees in bargaining unit(s) its represents. This access shall at all times be conducted in a manner so as not to impede normal operations.

Access includes the following:

- A. the right to meet with one or more employees on the Employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees or agents of the Union;
- B. the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the work day, on the Employer's premises to discuss collective bargaining negotiations, the administration of the collective bargaining agreement, other matters related to the duties of the Union as exclusive representative and internal matters involving the governance of business of the exclusive representative without charge to pay or leave time of employees or agents of the Union; and
- C. the right to use the facility mailboxes and bulletin boards of the Employer to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complains and issues and internal matters involving the governance or business of the Union.
- D. The Employer will make a bulletin board available for the use of the Union at all work sites. The items posted shall not be political, partisan or defamatory in nature.
- E. The Employer agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operational needs of the Employer.

The Employer agrees to give good faith consideration to local union requests for-space to store files, where feasible.

Nothing herein shall be interpreted in a manner that would either diminish or expand (expand as expressly set forth above) union rights of access to the extent such are the product of binding past practice(s) or by other mutual agreements; neither shall anything herein be interpreted to limit the Employer's prerogatives to manage the workforce and the workplace, except as provided for above.

ARTICLE XIX
RATES OF PAY

Section 19.1 Rates of Pay:

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

Effective upon ratification by the Board of Commissioners, all bargaining unit members shall receive a one-time \$2,000 lump sum payment.

Effective upon ratification by the Board of Commissioners, all bargaining unit members eligible under the American Relief Plan (ARP), in active status shall receive a one-time \$1,000 pandemic payment.

Effective the first full pay period on or after June 1, 2021 the pay rates for all classifications shall be increased 1.50%.

Effective the first full pay period on or after June 1, 2022 the pay rates for all classifications shall be increased 2.50%.
Effective December 1, 2022 employees will receive a \$1,000 lump sum payment.

Effective the first full pay period on or after June 1, 2023 the pay rates for all classifications shall be increased 2.50%.

Effective the first full pay period on or after December 1, 2023 the pay rates for all classifications shall be increased 1.00%.

Effective the first full pay period on or after June 1, 2024 the pay rates for all classifications shall be increased 1.00%.

ARTICLE XX
DURATION

Section 20.1 Terms:

This Agreement shall become effective on December 1, 2020 and shall remain in effect through November 30, 2024. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement. In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 20.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail, if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief, Bureau Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Ave. Suite 2100, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this _____ day of _____, 2021.

COUNTY OF COOK:

By: *Toni Preckwinkle*
TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest: *Karen A. Yarbrough*
KAREN A. YARBROUGH
Cook County Clerk

UNION: American Federation of State, County and Municipal Employees (AFSCME)
Council 31 for and on behalf of Local 1767

MSA Yarbrough

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 23 2021

COM _____

**APPENDIX A
AFSCME 1767**

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1513	16	Caseworker III (Pub. Def.)
1514	17	Caseworker IV (ACCA)
0583	14	Interpreters (Pub. Def.)
0637	12	Investigator Aide (Med. Exam.)
0638	14	Investigator I (Pub. Def., Med. Exam.)
0639	16	Investigator II (Pub. Def., Med. Exam.)
0640	18	Investigator III (Pub. Def., Med. Exam.)
0641	20	Investigator IV (Pub. Def.)
0051	20	Administrative Assistant V (Pub. Def.)
5882	20	Regional Coordinator (DEMRS)
5792	21	Critical Instructure Manager (DEMRS)
5882	21	Regional Coordinator (DEMRS eff. 12/1/21)
5903	21	Training & Exercise Coordinator (DEMRS)
0051	21	Office Manager (Pub. Def. eff. 12/1/21)
5792 12/1/21)	22	Critical Infrastructure Manager (DEMRS eff. 12/1/21)

Pay Schedule – Office of the Public Defender

Investigator I, Grade 14 After one (1) year automatically upgraded to Investigator II,
Grade 16, Step One

The automatic upgrade period may be extended up to and including one (1) year after notification and justification of the Union.

APPENDIX B
Pay Schedules

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
AFSCME**

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	After 2 Years At 5th Step	After 1 Year	After 1 Year	After 1 Year
												at 1st Longevity Rate & 10 Years Service	at 2nd Longevity Rate & 15 Years Service	at 3rd Longevity Rate & 20 Years Service
9	Hourly	16.173	16.860	17.579	18.325	19.104	19.919	20.764	21.333	21.869	22.964			
	Bi-Weekly	1,293.84	1,348.81	1,406.30	1,465.98	1,528.35	1,593.55	1,661.11	1,708.66	1,749.54	1,837.15			
	Annual	33,639	35,068	36,563	38,115	39,736	41,432	43,188	44,373	45,487	47,766			
10	Hourly	17.324	18.062	18.830	19.628	20.462	21.332	22.240	22.853	23.427	24.596			
	Bi-Weekly	1,385.92	1,444.95	1,506.42	1,570.25	1,636.99	1,706.58	1,779.17	1,828.22	1,874.18	1,967.72			
	Annual	36,034	37,568	39,167	40,826	42,561	44,371	46,258	47,533	48,728	51,160			
11	Hourly	18.587	19.376	20.203	21.059	21.952	22.885	23.860	24.516	25.132	26.388			
	Bi-Weekly	1,486.93	1,550.11	1,616.20	1,684.74	1,756.19	1,830.82	1,908.77	1,961.30	2,010.59	2,111.04			
	Annual	38,659	40,303	42,021	43,802	45,661	47,600	49,627	50,994	52,275	54,886			
12	Hourly	19.901	20.753	21.636	22.555	23.511	24.512	25.554	26.256	26.916	28.262			
	Bi-Weekly	1,592.09	1,660.22	1,730.86	1,804.43	1,880.92	1,960.98	2,044.29	2,100.48	2,153.26	2,260.93			
	Annual	41,394	43,165	45,002	46,914	48,904	50,985	53,151	54,612	55,984	58,784			
13	Hourly	21.320	22.225	23.168	24.155	25.181	26.250	27.366	28.120	28.826	30.266			
	Bi-Weekly	1,705.61	1,778.04	1,853.47	1,932.40	2,014.49	2,099.99	2,189.31	2,249.56	2,306.08	2,421.30			
	Annual	44,345	46,228	48,190	50,241	52,376	54,599	56,921	58,488	59,958	62,953			
14	Hourly	22.890	23.864	24.877	25.934	27.035	28.184	29.382	30.189	30.947	32.495			
	Bi-Weekly	1,831.22	1,909.09	1,990.13	2,074.74	2,162.76	2,254.68	2,350.58	2,415.13	2,475.79	2,599.62			
	Annual	47,612	49,636	51,743	53,943	56,231	58,621	61,114	62,793	64,370	67,590			
15	Hourly	24.642	25.688	26.779	27.917	29.103	30.341	31.629	32.501	33.319	34.984			
	Bi-Weekly	1,971.37	2,055.01	2,142.30	2,233.32	2,328.25	2,427.31	2,530.35	2,600.11	2,665.55	2,798.72			
	Annual	51,255	53,430	55,699	58,066	60,534	63,110	65,788	67,602	69,304	72,766			
16	Hourly	26.452	27.577	28.748	29.969	31.242	32.569	33.957	34.890	35.766	37.552			
	Bi-Weekly	2,116.15	2,206.12	2,299.83	2,397.51	2,499.34	2,605.55	2,716.55	2,791.17	2,861.24	3,004.16			
	Annual	55,019	57,359	59,795	62,335	64,982	67,744	70,630	72,569	74,391	78,107			
17	Hourly	28.387	29.596	30.850	32.162	33.528	34.955	36.440	37.442	38.382	40.300			
	Bi-Weekly	2,270.92	2,367.71	2,467.99	2,572.98	2,682.28	2,796.37	2,915.16	2,995.39	3,070.58	3,223.96			
	Annual	59,044	61,560	64,167	66,897	69,739	72,705	75,794	77,880	79,835	83,823			
18	Hourly	30.407	31.698	33.046	34.450	35.915	37.442	39.032	40.106	41.114	43.171			
	Bi-Weekly	2,432.59	2,535.88	2,643.71	2,756.01	2,873.18	2,995.39	3,122.55	3,208.46	3,289.09	3,453.68			
	Annual	63,247	65,932	68,736	71,656	74,702	77,880	81,186	83,420	85,516	89,795			
19	Hourly	33.352	34.772	36.251	37.790	39.394	41.072	42.815	43.994	45.097	47.354			
	Bi-Weekly	2,668.15	2,781.75	2,900.06	3,023.24	3,151.53	3,285.76	3,425.18	3,519.53	3,607.80	3,788.30			
	Annual	69,371	72,325	75,401	78,604	81,939	85,430	89,054	91,507	93,802	98,496			
20	Hourly	36.625	38.181	39.805	41.497	43.259	45.097	47.014	48.307	49.520	51.994			
	Bi-Weekly	2,930.02	3,054.50	3,184.42	3,319.78	3,460.74	3,607.80	3,761.10	3,864.55	3,961.59	4,159.55			
	Annual	76,180	79,417	82,795	86,314	89,979	93,802	97,788	100,478	103,001	108,148			
21	Hourly	40.250	41.960	43.743	45.603	47.540	49.559	51.668	53.090	54.419	57.139			
	Bi-Weekly	3,219.99	3,356.81	3,499.48	3,648.23	3,803.16	3,964.75	4,133.40	4,247.17	4,353.54	4,571.15			
	Annual	83,719	87,277	90,986	94,854	98,881	103,083	107,468	110,426	113,192	118,849			
22	Hourly	44.170	46.048	48.003	50.043	52.171	54.386	56.699	58.257	59.720	62.706			
	Bi-Weekly	3,533.58	3,683.80	3,840.27	4,003.40	4,173.68	4,350.86	4,535.91	4,660.56	4,777.56	5,016.45			
	Annual	91,873	95,778	99,847	104,088	108,516	113,122	117,933	121,174	124,216	130,428			
23	Hourly	46.326	48.298	50.350	52.489	54.720	57.045	59.470	61.104	62.640	65.772			
	Bi-Weekly	3,706.05	3,863.82	4,028.01	4,199.10	4,377.57	4,563.60	4,757.59	4,888.32	5,011.18	5,261.76			
	Annual	96,357	100,459	104,728	109,176	113,816	118,654	123,697	127,096	130,290	136,806			

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
AFSCME**

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	After 1 Year	After 1 Year	After 1 Year
											at 1st Longevity Rate & 10 Years Service	at 2nd Longevity Rate & 15 Years Service	at 3rd Longevity Rate & 20 Years Service
											After 2 Years At 5th Step		
9	Hourly	17.282	18.018	18.783	19.582	20.417	21.283	21.867	22.416	23.538	24.480		
	Bi-Weekly	1,382.53	1,441.46	1,502.63	1,566.56	1,633.39	1,702.64	1,749.33	1,793.27	1,883.08	1,958.40		
	Annual	35,945	37,477	39,068	40,730	42,468	44,268	45,482	46,624	48,960	50,918		
10	Hourly	18.513	19.301	20.119	20.974	21.866	22.796	23.424	24.013	25.211	26.220		
	Bi-Weekly	1,481.08	1,544.08	1,609.50	1,677.92	1,749.24	1,823.65	1,873.92	1,921.03	2,016.91	2,097.59		
	Annual	38,507	40,146	41,847	43,625	45,480	47,414	48,722	49,946	52,439	54,537		
11	Hourly	19.861	20.708	21.586	22.501	23.457	24.456	25.129	25.761	27.048	28.130		
	Bi-Weekly	1,588.86	1,656.61	1,726.86	1,800.10	1,876.59	1,956.49	2,010.34	2,060.86	2,163.81	2,250.37		
	Annual	41,310	43,072	44,897	46,802	48,790	50,868	52,268	53,581	56,258	58,509		
12	Hourly	21.272	22.177	23.119	24.099	25.125	26.192	26.912	27.589	28.968	30.127		
	Bi-Weekly	1,701.72	1,774.13	1,849.54	1,927.94	2,010.00	2,095.40	2,152.99	2,207.09	2,317.46	2,410.15		
	Annual	44,244	46,127	48,087	50,126	52,260	54,480	55,977	57,384	60,253	62,663		
13	Hourly	22.781	23.748	24.759	25.811	26.906	28.051	28.823	29.547	31.023	32.264		
	Bi-Weekly	1,822.49	1,899.81	1,980.71	2,064.85	2,152.49	2,244.05	2,305.80	2,363.73	2,481.84	2,581.11		
	Annual	47,384	49,395	51,498	53,685	55,964	58,344	59,951	61,457	64,527	67,108		
14	Hourly	24.460	25.499	26.583	27.710	28.888	30.117	30.944	31.721	33.308	34.640		
	Bi-Weekly	1,956.82	2,039.88	2,126.61	2,216.83	2,311.05	2,409.34	2,475.51	2,537.68	2,664.61	2,771.19		
	Annual	50,876	53,036	55,292	57,637	60,087	62,642	64,363	65,980	69,280	72,051		
15	Hourly	26.330	27.448	28.614	29.831	31.100	32.420	33.314	34.152	35.859	37.293		
	Bi-Weekly	2,106.38	2,195.86	2,289.16	2,386.45	2,487.99	2,593.61	2,665.11	2,732.19	2,868.69	2,983.44		
	Annual	54,765	57,092	59,518	62,047	64,687	67,433	69,292	71,037	74,586	77,569		
16	Hourly	28.266	29.467	30.718	32.023	33.384	34.806	35.762	36.660	38.491	40.030		
	Bi-Weekly	2,261.28	2,357.32	2,457.45	2,561.82	2,670.68	2,784.46	2,860.95	2,932.78	3,079.26	3,202.43		
	Annual	58,793	61,290	63,894	66,607	69,438	72,396	74,384	76,251	80,060	83,262		
17	Hourly	30.336	31.621	32.966	34.367	35.828	37.351	38.378	39.342	41.307	42.959		
	Bi-Weekly	2,426.90	2,529.69	2,637.31	2,749.34	2,866.27	2,988.04	3,070.27	3,147.34	3,304.56	3,436.75		
	Annual	63,099	65,771	68,569	71,482	74,523	77,689	79,827	81,831	85,918	89,355		
18	Hourly	32.491	33.873	35.311	36.813	38.378	40.008	41.108	42.141	44.250	46.020		
	Bi-Weekly	2,599.27	2,709.80	2,824.91	2,945.01	3,070.27	3,200.61	3,288.67	3,371.31	3,540.02	3,681.62		
	Annual	67,581	70,454	73,447	76,570	79,827	83,215	85,505	87,654	92,040	95,721		
19	Hourly	35.641	37.157	38.735	40.379	42.099	43.885	45.094	46.225	48.538	50.479		
	Bi-Weekly	2,851.29	2,972.56	3,098.82	3,230.32	3,367.90	3,510.81	3,607.52	3,697.99	3,883.01	4,038.33		
	Annual	74,133	77,286	80,569	83,987	87,565	91,280	93,795	96,147	100,958	104,996		
20	Hourly	39.136	40.800	42.535	44.341	46.225	48.189	49.515	50.758	53.294	55.426		
	Bi-Weekly	3,130.86	3,264.03	3,402.78	3,547.26	3,697.99	3,855.13	3,961.17	4,060.63	4,263.54	4,434.08		
	Annual	81,402	84,864	88,471	92,228	96,147	100,233	102,990	105,576	110,852	115,286		
21	Hourly	43.009	44.837	46.743	48.728	50.798	52.959	54.417	55.780	58.568	60.911		
	Bi-Weekly	3,440.73	3,586.96	3,739.44	3,898.24	4,063.87	4,236.74	4,353.35	4,462.38	4,685.43	4,872.85		
	Annual	89,459	93,260	97,225	101,353	105,660	110,155	113,187	116,022	121,821	126,693		
22	Hourly	47.199	49.203	51.294	53.475	55.745	58.116	59.713	61.213	64.273	66.844		
	Bi-Weekly	3,775.90	3,936.28	4,103.49	4,278.02	4,459.63	4,649.31	4,777.07	4,897.00	5,141.87	5,347.54		
	Annual	98,173	102,343	106,690	111,229	115,950	120,881	124,203	127,321	133,688	139,036		
23	Hourly	49.505	51.609	53.801	56.088	58.471	60.957	62.632	64.206	67.416	70.113		
	Bi-Weekly	3,960.42	4,128.71	4,304.07	4,487.01	4,677.69	4,876.53	5,010.53	5,136.46	5,393.30	5,609.04		
	Annual	102,970	107,346	111,906	116,661	121,620	126,789	130,274	133,548	140,226	145,835		

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
AFSCME**

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	After 1 Year	After 1 Year	After 1 Year
											at 1st Longevity Rate & 10 Years Service	at 2nd Longevity Rate & 15 Years Service	at 3rd Longevity Rate & 20 Years Service
											After 2 Years At 5th Step		
9	Hourly	17.714	18.469	19.253	20.071	20.928	21.815	22.413	22.976	24.127	25.092		
	Bi-Weekly	1,417.10	1,477.50	1,540.20	1,605.72	1,674.22	1,745.20	1,793.06	1,838.11	1,930.16	2,007.36		
	Annual	36,844	38,414	40,045	41,748	43,530	45,375	46,619	47,790	50,184	52,191		
10	Hourly	18.976	19.784	20.622	21.498	22.412	23.366	24.010	24.613	25.842	26.875		
	Bi-Weekly	1,518.10	1,582.69	1,649.74	1,719.86	1,792.98	1,869.24	1,920.77	1,969.06	2,067.34	2,150.03		
	Annual	39,470	41,150	42,893	44,716	46,617	48,599	49,940	51,195	53,750	55,900		
11	Hourly	20.357	21.225	22.125	23.064	24.044	25.067	25.757	26.405	27.724	28.833		
	Bi-Weekly	1,628.58	1,698.03	1,770.03	1,845.10	1,923.50	2,005.40	2,060.60	2,112.38	2,217.91	2,306.63		
	Annual	42,343	44,148	46,020	47,972	50,010	52,140	53,575	54,921	57,665	59,971		
12	Hourly	21.803	22.731	23.697	24.702	25.753	26.847	27.585	28.278	29.692	30.880		
	Bi-Weekly	1,744.26	1,818.48	1,895.78	1,976.14	2,060.25	2,147.78	2,206.82	2,262.27	2,375.39	2,470.41		
	Annual	45,350	47,280	49,289	51,379	53,567	55,842	57,377	58,819	61,760	64,230		
13	Hourly	23.351	24.341	25.378	26.456	27.579	28.752	29.543	30.285	31.799	33.070		
	Bi-Weekly	1,868.05	1,947.30	2,030.23	2,116.47	2,206.31	2,300.15	2,363.45	2,422.83	2,543.88	2,645.64		
	Annual	48,568	50,630	52,785	55,028	57,363	59,803	61,449	62,993	66,140	68,786		
14	Hourly	25.072	26.136	27.247	28.403	29.610	30.870	31.717	32.514	34.140	35.506		
	Bi-Weekly	2,005.74	2,090.88	2,179.77	2,272.25	2,368.82	2,469.58	2,537.40	2,601.12	2,731.22	2,840.47		
	Annual	52,148	54,362	56,674	59,078	61,589	64,208	65,972	67,629	71,012	73,852		
15	Hourly	26.988	28.134	29.330	30.576	31.877	33.231	34.147	35.006	36.755	38.225		
	Bi-Weekly	2,159.04	2,250.75	2,346.39	2,446.12	2,550.19	2,658.45	2,731.74	2,800.50	2,940.41	3,058.02		
	Annual	56,134	58,519	61,006	63,598	66,305	69,119	71,024	72,813	76,450	79,508		
16	Hourly	28.973	30.203	31.486	32.823	34.218	35.676	36.656	37.576	39.453	41.031		
	Bi-Weekly	2,317.81	2,416.26	2,518.89	2,625.86	2,737.45	2,854.07	2,932.47	3,006.09	3,156.24	3,282.49		
	Annual	60,262	62,822	65,491	68,272	71,174	74,205	76,243	78,157	82,061	85,344		
17	Hourly	31.095	32.412	33.791	35.226	36.724	38.284	39.338	40.325	42.340	44.033		
	Bi-Weekly	2,487.58	2,592.93	2,703.24	2,818.07	2,937.93	3,062.74	3,147.03	3,226.03	3,387.18	3,522.67		
	Annual	64,676	67,416	70,283	73,269	76,386	79,631	81,823	83,876	88,066	91,589		
18	Hourly	33.303	34.719	36.194	37.733	39.338	41.008	42.136	43.195	45.357	47.171		
	Bi-Weekly	2,664.25	2,777.55	2,895.53	3,018.64	3,147.03	3,280.62	3,370.88	3,455.60	3,628.52	3,773.66		
	Annual	69,270	72,216	75,284	78,484	81,823	85,296	87,643	89,845	94,341	98,115		
19	Hourly	36.532	38.086	39.704	41.389	43.151	44.982	46.221	47.381	49.751	51.741		
	Bi-Weekly	2,922.58	3,046.87	3,176.29	3,311.08	3,452.10	3,598.58	3,697.71	3,790.44	3,980.09	4,139.29		
	Annual	75,986	79,218	82,583	86,087	89,754	93,562	96,140	98,551	103,482	107,621		
20	Hourly	40.114	41.820	43.598	45.449	47.381	49.394	50.752	52.027	54.627	56.812		
	Bi-Weekly	3,209.13	3,345.63	3,487.84	3,635.94	3,790.44	3,951.51	4,060.19	4,162.14	4,370.13	4,544.93		
	Annual	83,437	86,986	90,683	94,534	98,551	102,739	105,565	108,216	113,623	118,168		
21	Hourly	44.084	45.958	47.912	49.946	52.068	54.283	55.777	57.174	60.032	62.433		
	Bi-Weekly	3,526.75	3,676.64	3,832.93	3,995.70	4,165.47	4,342.66	4,462.18	4,573.94	4,802.57	4,994.67		
	Annual	91,695	95,592	99,656	103,887	108,302	112,909	116,016	118,922	124,866	129,861		
22	Hourly	48.379	50.434	52.576	54.812	57.139	59.569	61.206	62.743	65.880	68.515		
	Bi-Weekly	3,870.29	4,034.69	4,206.08	4,384.97	4,571.12	4,765.54	4,896.50	5,019.43	5,270.41	5,481.23		
	Annual	100,627	104,901	109,358	114,009	118,849	123,903	127,308	130,504	137,030	142,512		
23	Hourly	50.743	52.899	55.146	57.490	59.933	62.481	64.197	65.811	69.102	71.866		
	Bi-Weekly	4,059.43	4,231.93	4,411.67	4,599.19	4,794.63	4,998.44	5,135.79	5,264.87	5,528.14	5,749.26		
	Annual	105,544	110,030	114,704	119,578	124,660	129,959	133,531	136,886	143,732	149,481		

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
AFSCME**

<u>Grade</u>	<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>	After 1 Year	After 1 Year	After 1 Year	
											at 1st	at 2nd	at 3rd	
											Longevity	Longevity	Longevity	
											Rate & 10	Rate & 15	Rate & 20	
											Years	Years	Years	
											Service	Service	Service	
											After 2			
											Years At			
											5th Step			
9	Hourly	17.891	18.653	19.445	20.272	21.137	22.033	22.637	23.206	24.368	25.343			
	Bi-Weekly	1,431.27	1,492.27	1,555.80	1,621.78	1,690.97	1,762.65	1,810.99	1,856.49	1,949.46	2,027.44			
	Annual	37,212	38,799	40,445	42,165	43,965	45,828	47,085	48,268	50,686	52,713			
10	Hourly	19.166	19.981	20.828	21.713	22.636	23.599	24.250	24.859	26.100	27.144			
	Bi-Weekly	1,533.29	1,598.51	1,666.24	1,737.06	1,810.91	1,887.94	1,939.98	1,988.75	2,088.01	2,171.53			
	Annual	39,865	41,561	43,322	45,163	47,083	49,085	50,439	51,707	54,288	56,459			
11	Hourly	20.561	21.438	22.347	23.294	24.284	25.318	26.015	26.669	28.001	29.121			
	Bi-Weekly	1,644.87	1,715.01	1,787.73	1,863.55	1,942.74	2,025.45	2,081.20	2,133.50	2,240.09	2,329.69			
	Annual	42,766	44,590	46,480	48,452	50,510	52,661	54,111	55,470	58,241	60,571			
12	Hourly	22.021	22.958	23.934	24.949	26.011	27.116	27.861	28.561	29.989	31.189			
	Bi-Weekly	1,761.71	1,836.67	1,914.73	1,995.90	2,080.86	2,169.26	2,228.89	2,284.89	2,399.15	2,495.11			
	Annual	45,804	47,753	49,782	51,893	54,102	56,401	57,951	59,407	62,377	64,872			
13	Hourly	23.584	24.585	25.632	26.720	27.855	29.039	29.839	30.588	32.117	33.401			
	Bi-Weekly	1,886.73	1,966.78	2,050.53	2,137.64	2,228.37	2,323.15	2,387.08	2,447.05	2,569.32	2,672.09			
	Annual	49,054	51,136	53,313	55,578	57,937	60,401	62,064	63,623	66,802	69,474			
14	Hourly	25.322	26.397	27.520	28.687	29.906	31.178	32.035	32.839	34.482	35.861			
	Bi-Weekly	2,025.80	2,111.79	2,201.57	2,294.97	2,392.51	2,494.27	2,562.77	2,627.14	2,758.54	2,868.88			
	Annual	52,670	54,906	57,241	59,668	62,205	64,850	66,632	68,305	71,722	74,591			
15	Hourly	27.258	28.416	29.623	30.882	32.196	33.563	34.488	35.356	37.123	38.608			
	Bi-Weekly	2,180.63	2,273.26	2,369.85	2,470.58	2,575.70	2,685.04	2,759.05	2,828.50	2,969.81	3,088.80			
	Annual	56,696	59,104	61,616	64,234	66,968	69,810	71,735	73,541	77,215	80,303			
16	Hourly	29.262	30.505	31.801	33.152	34.560	36.033	37.022	37.952	39.848	41.441			
	Bi-Weekly	2,340.99	2,440.42	2,544.07	2,652.12	2,764.83	2,882.61	2,961.80	3,036.16	3,187.80	3,315.32			
	Annual	60,865	63,450	66,146	68,955	71,885	74,947	77,006	78,939	82,882	86,197			
17	Hourly	31.406	32.736	34.128	35.578	37.091	38.667	39.731	40.729	42.763	44.474			
	Bi-Weekly	2,512.45	2,618.86	2,730.27	2,846.25	2,967.31	3,093.37	3,178.50	3,258.29	3,421.05	3,557.89			
	Annual	65,323	68,090	70,986	74,002	77,150	80,427	82,641	84,715	88,947	92,505			
18	Hourly	33.636	35.067	36.556	38.110	39.731	41.418	42.557	43.627	45.810	47.642			
	Bi-Weekly	2,690.90	2,805.32	2,924.49	3,048.82	3,178.50	3,313.43	3,404.59	3,490.15	3,664.81	3,811.40			
	Annual	69,963	72,938	76,036	79,269	82,641	86,149	88,519	90,743	95,284	99,096			
19	Hourly	36.898	38.467	40.101	41.802	43.583	45.432	46.684	47.854	50.249	52.259			
	Bi-Weekly	2,951.80	3,077.34	3,208.05	3,344.19	3,486.62	3,634.56	3,734.69	3,828.35	4,019.89	4,180.68			
	Annual	76,746	80,011	83,409	86,948	90,652	94,498	97,101	99,536	104,517	108,697			
20	Hourly	40.515	42.239	44.034	45.904	47.854	49.888	51.260	52.547	55.173	57.380			
	Bi-Weekly	3,241.23	3,379.09	3,522.72	3,672.30	3,828.35	3,991.02	4,100.80	4,203.76	4,413.83	4,590.38			
	Annual	84,271	87,856	91,590	95,479	99,536	103,766	108,620	109,298	114,759	119,350			
21	Hourly	44.525	46.418	48.391	50.446	52.589	54.826	56.335	57.746	60.632	63.058			
	Bi-Weekly	3,562.01	3,713.40	3,871.26	4,035.66	4,207.12	4,386.09	4,506.80	4,619.68	4,850.59	5,044.62			
	Annual	92,612	96,548	100,652	104,926	109,385	114,038	117,176	120,111	126,115	131,159			
22	Hourly	48.862	50.938	53.102	55.360	57.710	60.165	61.818	63.370	66.539	69.201			
	Bi-Weekly	3,909.00	4,075.03	4,248.14	4,428.82	4,616.83	4,813.20	4,945.46	5,069.62	5,323.12	5,536.04			
	Annual	101,634	105,950	110,451	115,149	120,037	125,142	128,581	131,809	138,401	143,937			
23	Hourly	51.250	53.428	55.697	58.065	60.532	63.105	64.839	66.469	69.793	72.584			
	Bi-Weekly	4,100.02	4,274.24	4,455.79	4,645.18	4,842.58	5,048.43	5,187.15	5,317.52	5,583.42	5,806.75			
	Annual	106,600	111,130	115,851	120,774	125,907	131,259	134,866	138,255	145,169	150,976			

**SCHEDULE I
BUREAU OF HUMAN RESOURCES
AFSCME**

Grade	Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	After 1 Year	After 1 Year	After 1 Year	
											at 1st Longevity Rate & 10 Years Service	at 2nd Longevity Rate & 15 Years Service	at 3rd Longevity Rate & 20 Years Service	
9	Hourly	18.070	18.840	19.639	20.475	21.348	22.254	22.864	23.438	24.612	25.596			
	Bi-Weekly	1,445.58	1,507.19	1,571.16	1,637.99	1,707.88	1,780.28	1,829.10	1,875.05	1,968.95	2,047.71			
	Annual	37,584	39,186	40,850	42,587	44,405	46,287	47,556	48,751	51,193	53,240			
10	Hourly	19.358	20.181	21.036	21.930	22.863	23.835	24.492	25.108	26.361	27.416			
	Bi-Weekly	1,548.62	1,614.50	1,682.90	1,754.43	1,829.01	1,906.82	1,959.38	2,008.64	2,108.89	2,193.24			
	Annual	40,263	41,977	43,755	45,614	47,554	49,576	50,944	52,224	54,830	57,024			
11	Hourly	20.766	21.652	22.570	23.527	24.527	25.571	26.275	26.935	28.281	29.412			
	Bi-Weekly	1,661.32	1,732.16	1,805.60	1,882.19	1,962.16	2,045.71	2,102.01	2,154.84	2,262.49	2,352.99			
	Annual	43,194	45,036	46,945	48,937	51,015	53,188	54,652	56,025	58,824	61,177			
12	Hourly	22.242	23.188	24.174	25.198	26.271	27.387	28.140	28.847	30.289	31.501			
	Bi-Weekly	1,779.32	1,855.04	1,933.88	2,015.86	2,101.67	2,190.95	2,251.18	2,307.74	2,423.14	2,520.06			
	Annual	46,262	48,231	50,280	52,412	54,643	56,965	58,530	60,001	63,001	65,521			
13	Hourly	23.820	24.831	25.888	26.988	28.133	29.330	30.137	30.894	32.438	33.735			
	Bi-Weekly	1,905.60	1,986.44	2,071.03	2,159.02	2,250.65	2,346.38	2,410.95	2,471.52	2,595.01	2,698.81			
	Annual	49,545	51,647	53,846	56,134	58,516	61,005	62,684	64,260	67,470	70,169			
14	Hourly	25.576	26.661	27.795	28.974	30.205	31.490	32.355	33.168	34.827	36.220			
	Bi-Weekly	2,046.06	2,132.91	2,223.59	2,317.92	2,416.44	2,519.21	2,588.40	2,653.41	2,786.12	2,897.57			
	Annual	53,197	55,455	57,813	60,265	62,827	65,499	67,298	68,988	72,439	75,336			
15	Hourly	27.531	28.700	29.919	31.191	32.518	33.899	34.833	35.710	37.494	38.994			
	Bi-Weekly	2,202.44	2,295.99	2,393.55	2,495.28	2,601.45	2,711.89	2,786.64	2,856.79	2,999.51	3,119.49			
	Annual	57,263	59,695	62,232	64,876	67,637	70,508	72,452	74,276	77,987	81,106			
16	Hourly	29.555	30.810	32.119	33.483	34.906	36.393	37.393	38.331	40.246	41.856			
	Bi-Weekly	2,364.40	2,464.82	2,569.51	2,678.64	2,792.47	2,911.44	2,991.41	3,066.52	3,219.68	3,348.47			
	Annual	61,474	64,084	66,807	69,644	72,604	75,697	77,776	79,728	83,711	87,059			
17	Hourly	31.720	33.063	34.470	35.934	37.462	39.054	40.129	41.136	43.191	44.918			
	Bi-Weekly	2,537.58	2,645.05	2,757.58	2,874.71	2,996.98	3,124.30	3,210.28	3,290.87	3,455.26	3,593.47			
	Annual	65,976	68,771	71,696	74,742	77,922	81,232	83,467	85,562	89,836	93,430			
18	Hourly	33.973	35.417	36.922	38.491	40.129	41.832	42.983	44.063	46.268	48.119			
	Bi-Weekly	2,717.81	2,833.38	2,953.73	3,079.31	3,210.28	3,346.57	3,438.64	3,525.05	3,701.46	3,849.51			
	Annual	70,663	73,667	76,797	80,061	83,467	87,010	89,405	91,651	96,237	100,087			
19	Hourly	37.266	38.851	40.502	42.220	44.019	45.886	47.150	48.333	50.751	52.781			
	Bi-Weekly	2,981.32	3,108.12	3,240.13	3,377.63	3,521.49	3,670.91	3,772.03	3,866.63	4,060.09	4,222.49			
	Annual	77,514	80,811	84,243	87,817	91,558	95,443	98,072	100,532	105,562	109,784			
20	Hourly	40.920	42.661	44.474	46.363	48.333	50.387	51.773	53.072	55.725	57.954			
	Bi-Weekly	3,273.64	3,412.88	3,557.95	3,709.03	3,866.63	4,030.93	4,141.80	4,245.80	4,457.97	4,636.29			
	Annual	85,114	88,734	92,506	96,434	100,532	104,804	107,686	110,391	115,907	120,543			
21	Hourly	44.970	46.882	48.875	50.950	53.115	55.374	56.898	58.323	61.239	63.688			
	Bi-Weekly	3,597.63	3,750.54	3,909.97	4,076.01	4,249.19	4,429.95	4,551.87	4,665.87	4,899.10	5,095.06			
	Annual	93,538	97,513	101,659	105,975	110,479	115,178	118,348	121,312	127,376	132,471			
22	Hourly	49.351	51.447	53.633	55.914	58.288	60.767	62.436	64.004	67.204	69.893			
	Bi-Weekly	3,948.09	4,115.78	4,290.62	4,473.11	4,663.00	4,861.33	4,994.92	5,120.32	5,376.35	5,591.40			
	Annual	102,650	107,010	111,556	116,301	121,237	126,394	129,867	133,127	139,785	145,376			
23	Hourly	51.763	53.962	56.254	58.645	61.138	63.736	65.488	67.134	70.491	73.310			
	Bi-Weekly	4,141.02	4,316.99	4,500.35	4,691.63	4,891.01	5,098.91	5,239.02	5,370.69	5,639.25	5,864.82			
	Annual	107,666	112,241	117,009	121,981	127,166	132,571	136,214	139,638	146,621	152,485			

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefits Overview

HMO	Current	Benefits Effective 12/1/2022
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% covered)	\$0 copay (100% covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$100 copay

PPO	Current	Benefits Effective 12/1/2022
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 single / \$700 family 2x Out of Network	\$350 single / \$700 family 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family 2x Out of Network	\$2,000 single / \$4,000 family 2x Out of Network
<i>Inpatient and Outpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network*
<i>Preventive</i>	\$0 copay (100% covered)	\$0 copay (100% covered)
<i>PCP</i>	90% coinsurance after \$25 copay / 60% out of network	90% coinsurance after \$25 copay / 60% out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% out of network	90% coinsurance after \$35 copay / 60% out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% out of network	90% in network 60% out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% out of network	90% coinsurance after \$25 copay / 60% out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$100 copay

* Effective 12/1/21, The County PPO plan will incorporate a Cook County Health tier ("Domestic Tier") wherein covered members will have lower out-of-pocket costs when choosing to access health care within CCH facilities. Facility charges will be 0% after the annual plan deductible is met. Hospital-based facility services not obtained at CCH will be paid based on their network status (in or out of network rate).

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefit Overview (Cont.)

Drug	Current (No Changes 12/1/22 or 12/1/23)
<i>Prescription Drugs – Retail</i>	<ul style="list-style-type: none"> • Generic: \$10 copay • Brand Formulary: \$25 copay • Brand Non-Formulary: \$40 copay • Mail Order: 2 x retail
<i>Generic Step Therapy</i>	<ul style="list-style-type: none"> • PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	<ul style="list-style-type: none"> • Mandatory mail-order for maintenance drugs

Vision	Current (No Changes 12/1/22 or 12/1/23)
<i>Eye Examination</i>	<ul style="list-style-type: none"> • \$0 copay • Once per 12 months
<i>Eyeglass Lenses*</i>	<ul style="list-style-type: none"> • \$0 copay standard uncoated plastic • Once per 12 months
<i>Frames</i>	<ul style="list-style-type: none"> • \$0 copay up to \$100 / Amount over \$100 less 10% • Once per 24 months
<i>Contact Lenses*</i>	<ul style="list-style-type: none"> • \$0 copay up to \$100 • Once per 12 months

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

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

Cook County Benefit Overview (Cont.)

Dental – HMO	Current (No Changes 12/1/22 or 12/1/23)
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	<ul style="list-style-type: none"> • Requires a Maximum Allowance • Includes 2 exams / cleanings per benefit period • Includes fluoride treatments under age 19
<i>Basic Benefits</i>	<ul style="list-style-type: none"> • Requires a copayment for each specific service • Copayments equal a discount of approximately 70%
<i>Major Services</i>	<ul style="list-style-type: none"> • Requires a copayment for each specific service • Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	<ul style="list-style-type: none"> • Requires copayments • Copayments equal a discount of approximately 25% • Max one full course of treatment for dependent children under 19

Dental - PPO	Current (No Changes 12/1/22 or 12/1/23)
<i>Annual Deductible</i>	<ul style="list-style-type: none"> • \$25 Individual / \$100 Family (in network) • \$50 Individual / \$200 Family (out of network)
<i>Preventive (2 exams/cleanings per Benefit Period)</i>	<ul style="list-style-type: none"> • 100% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
<i>Primary Services (X-Rays, Space Maintainers)</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Restorative Services (Routine Fillings)</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Emergency Services</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
<i>Endodontics</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Periodontics</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	<ul style="list-style-type: none"> • 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
<i>Prosthetics</i>	<ul style="list-style-type: none"> • 50% of Maximum Allowance (in and out of network)
<i>Orthodontics</i>	<ul style="list-style-type: none"> • 50% up to a lifetime max of \$1,250 (in and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

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

HMO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	1.50%	1.75%	2.25%
Employee + Spouse	2.00%	2.50%	3.25%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	3.00%	4.00%

PPO	Current	Effective 12/1/2022	Effective 12/1/2023
Employee Only	2.50%	2.75%	3.25%
Employee + Spouse	3.00%	3.50%	4.25%
Employee + Child(ren)	2.75%	3.25%	3.75%
Employee + Family	3.25%	4.00%	5.00%

Dental	Current (No Changes 12/1/22 or 12/1/23)
HMO	\$0
PPO	\$0

Vision	Current (No Changes 12/1/22 or 12/1/23)
Vision Plan	\$0

SIDE LETTER OF AGREEMENT

BETWEEN

COOK COUNTY

AND

AFSCME COUNCIL 31

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.

The above is to be placed in a side letter between AFSCME Council 31 and the employer.

SIDE LETTER OF AGREEMENT

BETWEEN

COOK COUNTY

AND

AFSCME COUNCIL 31

GRIEVANCE PROCEDURE AND ARBITRATION

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

SIDE LETTER OF AGREEMENT

BETWEEN

COOK COUNTY

AND

AFSCME COUNCIL 31

PERSONAL SUPPORT PROGRAM

The parties 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 Personal Support Program.

SIDE LETTER OF AGREEMENT

BETWEEN

COOK COUNTY

AND

AFSCME COUNCIL 31

RESIDENCY

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

SIDE LETTER OF AGREEMENT

BETWEEN

COOK COUNTY

AND

AFSCME COUNCIL 31

BARGAINING UNIT WORK

The Parties agree that:

1. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
2. 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 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

Regarding Retiree Health Benefits

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

Side Letter
Regarding Temporary Disability Benefits

The parties agree to draft a mutually acceptable letter to the County Employees' and Officers' Annuity and Benefit Fund of Cook County with regard to the temporary disability issue raised in AFSCME Economic Proposal Number 40 concerning temporary disability benefits.

Side Letter
“Me Too” Clause

For the period from the date of the execution of this tentative agreement through November 30, 2024 only, if Cook County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the Parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of these bargaining units.

Side Letter
Shut Down Days

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

Side Letter
Classification and Grade Changes:

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

Side Letter
Alternative Work Schedules

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

Side Letter
Benefit Time Usage

It is the Employer's intent to maintain the increments set forth herein during the term of this Agreement. In the event the Employer desires to change or revise the increments set forth herein for legitimate operational needs, it shall notify AFSCME Council 31 in writing, and upon request negotiate (within the meaning of the Illinois Public Labor Relations Act) such change(s) or revision(s).

Vacation	Sick Time	Personal	Floating Holiday	Benefit Time	Comp Time
.25	.25	4	8		.5