COLLECTIVE BARGAINING EXTENSION AGREEMENT

BETWEEN

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

AND

COUNTY OF COOK

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

NOV 2 n 2025

COM _____

December 1, 2025 through November 30, 2027

Effective upon Approval by the Cook County Board of Commissioners

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Extension Agreement between
Cook County and AFSCME Council 31, on Behalf of AFSCME Local 3315
to Extend the Current Collective Bargaining Agreement
(Assistant Public Defenders)

Except as modified below: 1) the collective bargaining agreement between the Employer and the Union (collectively the "Parties") originally for the term December 1, 2020 through November 30, 2024 (the "CBAs"), as extended by the Parties through November 30, 2025; and 2) all Memoranda of Agreement and/or Understanding and Side Letters agreed to by the Parties during the term of the CBAs as extended will continue in full force and effect.

1. The term of the CBAs, as extended by the Parties, shall be extended until November 30, 2027.
2. The salary grades and steps applicable to each of the Union's bargaining units shall be increased as follows during term of this extension agreement:
    a. Effective the first full pay period on or after December 1, 2025, all employees actively employed on December 1, 2025, shall receive a one-time lump sum payment in the amount of $2500.
    b. Effective the first full pay period on or after December 1, 2025, the pay rates for all job classifications shall be increased by 2.0%.
    c. Effective the first full pay period on or after June 1, 2026, the pay rates for all job classifications shall be increased by 2.0%
    d. Effective the first full pay period on or after December 1, 2026, the pay rates for all job classifications shall be increased by 4.0%
3. In recognition of this being the second extension of the original collective bargaining agreement, and further recognition that issues often arise during the term of a collective bargaining agreement that need to be addressed, the parties hereby commit to working to address such issues during the term of this extension.
4. Extend the "Me Too" Clause Memorandum of Understanding to November 30, 2027.

EFFECTIVE DATE: upon ratification by the Cook County Board.

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

ARTICLE VII
VACATION

Section 7.1 Vacation Leave:

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

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 4th	15 working days	30 working days
5th thru 9th	20 working days	40 working days
10th thru -	25 working days	50 working days

b. Computation of vacation leave shall begin at the initial day of employment at 0.5770 days per pay period, with the rate of accrual increasing thereafter on the fifth (5th) anniversary to 0.7693 days per pay period and on the tenth (10th) anniversary to 0.9616 days per pay period. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

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

ARTICLE IX
ADDITIONAL BENEFITS

Section 9.2 Personal Days:
Remove Section 9.2 Personal Days

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

ARTICLE X
LEAVES OF ABSENCE

Section 10.14 Parental Leave:

All full-time Employees shall be eligible for Twelve (12) Week Paid Parental Leave as a result of the birth or adoption of a child or fostering ("Parental Leave") under the following conditions. To be eligible for Parental Leave, an employee must have been a full-time employee with the County for at least twelve (12) months prior to the first date of the leave request.

Employees must meet one of the following criteria to establish a qualifying parental event:

- Birth parent; or
- Birth of a child or children to a spouse or domestic partner or civil union partner; or
- Adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner; or
- Non-birthing biological parent; or
- Intended parent of a gestational surrogacy; or
- Foster parent placed with a foster child age 17 or younger.

Parental Leave 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 the applicable section, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

Signed and entered into this _____ day of _____, 2025.

APPROVED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

NOV 2 0 2025

COM _____

COUNTY OF COOK:

BY: Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:

BY: Monica Gordon

MONICA GORDON
Cook County Clerk

UNION: American Federation of State, County, and Municipal Employees (AFSCME) Council31 on behalf of Local 3315:

APPENDIX A

AFSCME 3315

JOB CODE	GRADE	TITLE
0604	L1	Assistant Public Defender I
0605	L2	Assistant Public Defender II
0606	L3	Assistant Public Defender III
0607	L4	Assistant Public Defender IV

Effective December 1, 2025

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	36.298								
	Bi-Weekly	2,903.88								
	Annual	75,500								
L2	Hourly	42.614	45.186	47.433	49.819	54.144	55.490	57.439	59.152	61.518
	Bi-Weekly	3,409.12	3,614.89	3,794.60	3,985.51	4,331.54	4,439.19	4,595.08	4,732.16	4,921.45
	Annual	88,637	93,987	98,659	103,623	112,619	115,419	119,472	123,036	127,957
L3	Hourly	51.313	54.383	57.062	61.759	63.295	64.876	67.142	69.158	71.924
	Bi-Weekly	4,105.03	4,350.64	4,564.99	4,940.72	5,063.62	5,190.09	5,371.35	5,532.64	5,753.95
	Annual	106,730	113,116	118,689	128,458	131,654	134,942	139,655	143,848	149,602
L4	Hourly	58.755	62.215	65.410	70.472	72.234	74.038	76.611	78.913	82.070
	Bi-Weekly	4,700.42	4,977.19	5,232.82	5,637.79	5,778.73	5,923.04	6,128.90	6,313.05	6,565.58
	Annual	122,211	129,406	136,053	146,582	150,246	153,999	159,351	164,139	170,704

Effective June 1, 2026

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	37.024								
	Bi-Weekly	2,961.96								
	Annual	77,010								
L2	Hourly	43.466	46.090	48.381	50.815	55.227	56.600	58.587	60.335	62.748
	Bi-Weekly	3,477.31	3,687.19	3,870.50	4,065.22	4,418.17	4,527.98	4,686.98	4,826.81	5,019.88
	Annual	90,409	95,866	100,632	105,695	114,872	117,727	121,861	125,496	130,516
L3	Hourly	52.339	55.471	58.204	62.994	64.561	66.174	68.485	70.541	73.363
	Bi-Weekly	4,187.13	4,437.65	4,656.29	5,039.54	5,164.89	5,293.89	5,478.78	5,643.29	5,869.03
	Annual	108,865	115,378	121,063	131,027	134,287	137,641	142,448	146,725	152,594
L4	Hourly	59.930	63.459	66.718	71.882	73.679	75.519	78.143	80.491	83.711
	Bi-Weekly	4,794.43	5,076.73	5,337.48	5,750.54	5,894.30	6,041.50	6,251.48	6,439.32	6,696.89
	Annual	124,655	131,994	138,774	149,514	153,251	157,079	162,538	167,422	174,119

Effective December 1, 2026

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	38.505								
	Bi-Weekly	3,080.43								
	Annual	80,091								
L2	Hourly	45.205	47.933	50.316	52.848	57.436	58.864	60.931	62.748	65.258
	Bi-Weekly	3,616.40	3,834.67	4,025.32	4,227.83	4,594.89	4,709.10	4,874.46	5,019.88	5,220.67
	Annual	94,026	99,701	104,658	109,923	119,467	122,436	126,736	130,516	135,737
L3	Hourly	54.433	57.689	60.532	65.514	67.144	68.821	71.224	73.363	76.297
	Bi-Weekly	4,354.62	4,615.16	4,842.54	5,241.12	5,371.49	5,505.65	5,697.93	5,869.03	6,103.79
	Annual	113,220	119,994	125,905	136,269	139,658	143,146	148,146	152,594	158,698
L4	Hourly	62.328	65.997	69.387	74.757	76.626	78.540	81.269	83.711	87.060
	Bi-Weekly	4,986.21	5,279.80	5,550.98	5,980.57	6,130.07	6,283.16	6,501.54	6,696.89	6,964.76
	Annual	129,641	137,274	144,325	155,494	159,381	163,362	169,039	174,119	181,083

Memorandum of Agreement between
Cook County and AFSCME Council 31

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Cook ("County"), the Office of the Chief Judge of the Circuit Court of Cook County, the State's Attorney of Cook County, the Cook County Sheriff, the Cook County Assessor, and the American Federation of State, County, and Múnicipal Employee Union, Council 31 ("AFSCME"), collectively "the parties."

1. The County, the Chief Judge of Cook County, the State's Attorney of Cook County, the Cook County Sheriff, and the Cook County Assessor are parties with AFSCME to several collective bargaining agreements that have a term from December 1, 2020 and are scheduled to expire on November 30, 2024.

2. The parties wish to extend the term of the collective bargaining agreement by one (1) year.

3. The term of that extension shall be December 1, 2024 through November 30, 2025.

4. The provisions of this memorandum of agreement shall apply to the following locals and corresponding collective bargaining agreements except where otherwise noted:

   a. Local 1111 – Cook County Health and Hospital Systems Employees
   b. Local 1178 – Cook County Health and Hospital Systems Employees
   c. Local 1276 – Cook County Health and Hospital Systems Employees & Medical Examiner
   d. Local 1767 – Cook County Public Defender, Medical Examiner, DEMRS
   e. Local 1767 – Office of the Chief Judge – Investigative Personnel and Caseworkers
   f. Local 2060 – Cook County State's Attorney's staff
   g. Local 2060 – Cook County State's Attorney's Chapter 2 - Supervisory staff
   h. Local 2226 – Cook County Sheriff's Correctional Lieutenants
   i. Local 3315 – Assistant Public Defenders
   j. Local 3477 – Office of the Chief Judge – Juvenile Probation Officers
   k. Local 3486 – Office of the Chief Judge – Adult Probation Officers
   l. Local 3692 – Cook County Sheriff's Correctional Sergeants
   m. Local 3696 – Cook County Public Defender, Revenue, Administrative Hearings
   n. Local 3696 – Office of the Chief Judge – Adult Probation
   o. Local 3835 – Cook County Assessor
   p. Local 3969 – Public Guardian

5. The Rates of Pay provision in each noted respective collective bargaining agreement shall be amended as follows:

(a) effective the first full pay period on or after June 1, 2021 the pay rates for all classifications shall be increased 1.50%; and

(b) effective the first full pay period on or after December 1, 2021, the pay rates for all job classifications shall be increased by 3.50%; and

(c) effective the first full pay period on or after June 1, 2022, the pay rates for all job classifications shall be increased by 2.50%; and

(d) effective the first full pay period on or after June 1, 2023, the pay rates for all job classifications shall be increased by 2.50%; and

(e) effective the first full pay period on or after December 1, 2023, the pay rates for all job classifications shall be increased by 1.00%; and

(f) effective the first full pay period on or after June 1, 2024, the pay rates for all job classifications shall be increased by 1.00%; and

(g) effective the first full pay period on or after June 1, 2025, the pay rates for all job classifications shall be increased by 5.00%.

EFFECTIVE DATE: upon ratification by the Cook County Board.

Effective December 1, 2021

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	31.623								
	Bi-Weekly	2,529.87								
	Annual	65,777								
L2	Hourly	37.126	39.366	41.323	43.402	47.171	48.343	50.041	51.534	53.595
	Bi-Weekly	2,970.04	3,149.31	3,305.88	3,472.20	3,773.65	3,867.44	4,003.26	4,122.68	4,287.59
	Annual	77,221	81,881	85,952	90,277	98,115	100,553	104,084	107,189	111,477
L3	Hourly	44.704	47.379	49.713	53.805	55.143	56.520	58.494	60.251	62.661
	Bi-Weekly	3,576.32	3,790.29	3,977.04	4,304.38	4,411.45	4,521.63	4,679.54	4,820.06	5,012.86
	Annual	92,984	98,548	103,402	111,913	114,697	117,562	121,668	125,321	130,334
L4	Hourly	51.188	54.202	56.986	61.396	62.931	64.502	66.744	68.750	71.499
	Bi-Weekly	4,095.03	4,336.15	4,558.86	4,911.67	5,034.45	5,160.18	5,339.52	5,499.96	5,719.96
	Annual	106,471	112,739	118,530	127,703	130,895	134,165	138,827	142,999	148,718

Effective June 1, 2022

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	32.414								
	Bi-Weekly	2,593.12								
	Annual	67,421								
L2	Hourly	38.054	40.350	42.357	44.488	48.350	49.552	51.292	52.822	54.935
	Bi-Weekly	3,044.30	3,228.04	3,388.52	3,559.00	3,868.00	3,964.13	4,103.34	4,225.75	4,394.78
	Annual	79,151	83,928	88,101	92,534	100,568	103,067	106,686	109,869	114,264
L3	Hourly	45.822	48.563	50.956	55.150	56.522	57.933	59.957	61.757	64.227
	Bi-Weekly	3,665.73	3,885.05	4,076.46	4,411.99	4,521.73	4,634.67	4,796.53	4,940.56	5,138.18
	Annual	95,309	101,011	105,987	114,711	117,565	120,501	124,709	128,454	133,593
L4	Hourly	52.468	55.557	58.410	62.931	64.504	66.115	68.413	70.468	73.287
	Bi-Weekly	4,197.41	4,444.55	4,672.83	5,034.46	5,160.31	5,289.18	5,473.01	5,637.46	5,862.96
	Annual	109,132	115,558	121,493	130,895	134,168	137,519	142,298	146,573	152,436

Effective June 1, 2023

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	33.224								
	Bi-Weekly	2,657.95								
	Annual	69,107								
L2	Hourly	39.005	41.359	43.415	45.600	49.559	50.790	52.574	54.142	56.308
	Bi-Weekly	3,120.40	3,308.74	3,473.24	3,647.98	3,964.70	4,063.23	4,205.92	4,331.39	4,504.65
	Annual	81,130	86,026	90,303	94,847	103,082	105,644	109,353	112,616	117,120
L3	Hourly	46.967	49.777	52.230	56.529	57.935	59.382	61.456	63.301	65.833
	Bi-Weekly	3,757.37	3,982.18	4,178.37	4,522.29	4,634.78	4,750.54	4,916.44	5,064.08	5,266.64
	Annual	97,691	103,537	108,637	117,579	120,504	123,514	127,827	131,666	136,932
L4	Hourly	53.779	56.946	59.871	64.504	66.117	67.768	70.123	72.230	75.119
	Bi-Weekly	4,302.34	4,555.66	4,789.65	5,160.32	5,289.32	5,421.41	5,609.84	5,778.40	6,009.53
	Annual	111,861	118,447	124,530	134,168	137,522	140,957	145,855	150,238	156,247

Effective December 1, 2023

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	33.557								
	Bi-Weekly	2,684.53								
	Annual	69,798								
L2	Hourly	39.395	41.773	43.850	46.056	50.054	51.298	53.100	54.684	56.871
	Bi-Weekly	3,151.61	3,341.83	3,507.97	3,684.45	4,004.34	4,103.87	4,247.98	4,374.70	4,549.69
	Annual	81,942	86,887	91,206	95,796	104,113	106,700	110,447	113,742	118,292
L3	Hourly	47.437	50.275	52.752	57.094	58.514	59.976	62.070	63.934	66.491
	Bi-Weekly	3,794.95	4,022.00	4,220.16	4,567.51	4,681.13	4,798.04	4,965.61	5,114.72	5,319.31
	Annual	98,668	104,572	109,723	118,755	121,709	124,749	129,105	132,982	138,302
L4	Hourly	54.317	57.515	60.469	65.149	66.778	68.445	70.824	72.952	75.870
	Bi-Weekly	4,345.36	4,601.22	4,837.55	5,211.92	5,342.21	5,475.63	5,665.94	5,836.18	6,069.63
	Annual	112,979	119,631	125,776	135,510	138,897	142,366	147,314	151,740	157,810

Effective June 1, 2024

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	33.892								
	Bi-Weekly	2,711.37								
	Annual	70,495.6								
L2	Hourly	39.789	42.191	44.288	46.516	50.555	51.811	53.631	55.231	57.440
	Bi-Weekly	3,183.12	3,375.25	3,543.05	3,721.30	4,044.39	4,144.91	4,290.46	4,418.45	4,595.19
	Annual	82,761.0	87,755.4	92,118.3	96,753.6	105,153.8	107,767.0	111,551.2	114,879.3	119,474.5
L3	Hourly	47.911	50.778	53.279	57.665	59.099	60.575	62.691	64.573	67.156
	Bi-Weekly	3,832.90	4,062.22	4,262.36	4,613.19	4,727.94	4,846.02	5,015.26	5,165.86	5,372.50
	Annual	99,655.0	105,617.7	110,820.5	119,942.4	122,926.1	125,996.4	130,396.3	134,312.2	139,684.7
L4	Hourly	54.860	58.090	61.074	65.801	67.445	69.130	71.532	73.682	76.629
	Bi-Weekly	4,388.82	4,647.23	4,885.92	5,264.04	5,395.64	5,530.38	5,722.60	5,894.54	6,130.32
	Annual	114,109.2	120,827.4	127,033.3	136,864.6	140,286.2	143,790.0	148,786.7	153,257.6	159,387.9

Effective June 1, 2025

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	35.587								
	Bi-Weekly	2,846.94								
	Annual	74,020.4								
L2	Hourly	41.778	44.300	46.503	48.842	53.083	54.402	56.312	57.992	60.312
	Bi-Weekly	3,342.28	3,544.01	3,720.20	3,907.36	4,246.60	4,352.15	4,504.98	4,639.37	4,824.95
	Annual	86,899.0	92,143.2	96,724.2	101,591.2	110,411.5	113,155.4	117,128.7	120,623.3	125,448.2
L3	Hourly	50.307	53.317	55.943	60.548	62.054	63.604	65.825	67.802	70.514
	Bi-Weekly	4,024.54	4,265.33	4,475.48	4,843.85	4,964.33	5,088.32	5,266.03	5,424.16	5,641.12
	Annual	104,637.7	110,898.6	116,361.5	125,939.6	129,072.4	132,296.2	136,916.2	141,027.8	146,668.9
L4	Hourly	57.603	60.995	64.128	69.091	70.818	72.586	75.109	77.366	80.460
	Bi-Weekly	4,608.26	4,879.59	5,130.22	5,527.24	5,665.42	5,806.90	6,008.73	6,189.27	6,436.84
	Annual	119,814.6	126,868.8	133,385.0	143,707.8	147,300.5	150,979.5	156,226.0	160,920.5	167,357.3

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

COUNTY OF COOK

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
SEP 23 2021
COM

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

ARTICLE I
Recognition

Section 1.1 Representative Unit:
The County recognizes the Union as the sole and exclusive representative for all employees of the County in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers.

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

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

The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one week's notice of the session. If new members of a 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 employees transferring to a new position covered by a different local union) during the employee's first two weeks of employment in the bargaining unit or new 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 two (2) weeks of the new employee's date of hire or transfer.

Section 1.3 Dues Checkoff:
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 County agrees to cooperate with reasonable requests for additional deductions. In addition to the current deductions presently being made the County shall provide checkoff for P.E.O.P.L.E. and the Union sponsored dental plan. The deductions shall be remitted to the Union along with a list including the name, address, social security number, of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

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

Section 1.5 Bargaining Unit Work:
The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment.

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

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

Section 1.6 Welfare to Work Program:

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.

2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to Welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.

3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.

4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

ARTICLE II
County Authority

Section 2.1 County Rights:
The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority,

duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific express terms of this Agreement, to the extent permitted by law. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the County.

Section 2.2 County Obligations:
The Union recognizes that this Agreement does not empower the County to do anything that it is prohibited from doing by law.

Section 2.3 Professional Responsibility:
Nothing in this Agreement shall be construed to modify, eliminate, or detract from the Public Defender's right and duty to comply with all the provisions of Illinois Rules of Professional Conduct, which governs all law firms and licensed attorneys in Illinois. Each attorney employee must be listed on the Master Roll of attorneys licensed to practice law in the State of Illinois and shall remain so listed during the term of employment.

Section 2.4 Constitutional Authority:
This Agreement recognizes that the Judiciary is empowered by the Constitution of the State of Illinois to set the times and places of holding court and to order extended court hours when necessary. It is understood that employees will comply with any such order. The County recognizes its obligation under the Illinois Public Labor Relations Act to negotiate over any changes in the conditions of employment from actions taken pursuant to the Judiciary's constitutional authority.

ARTICLE III
Hours of Work

Section 3.1 Hours of Work:
Hours of work for Assistant Public Defenders shall be commensurate with their professional responsibilities. The position is full-time and each Assistant Public Defender shall be available during regular operational hours.

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

Section 3.2 Secondary Employment:
Assistant Public Defenders are full-time employees and shall fulfill their responsibilities as described in Section 3.1 of this Article and Article II, Section 2.3 of this Agreement. Except in their capacity as Assistant Public Defenders, assistants shall not practice criminal law at any time, nor shall they represent clients in court or administrative hearings.

Assistant Public Defenders shall register on a county portal, or electronically once each day immediately upon arrival at work that the Assistant Public Defender is scheduled to work.

Seminar and off-site work shall be scheduled a reasonable time in advance. If a reasonable time in advance is not possible, the Assistant Public Defender shall inform their supervisor.

ARTICLE IV
Seniority

Section 4.1 Probationary Period:
After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be twelve (12) months. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire. Notwithstanding the foregoing, for the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number. If an employee is to be disciplined between the ninth (9th) and twelfth (12th) month, the employee and the Union should be notified in advance of such discipline.

Section 4.2 Definitions:

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

b. For purposes of annual or other step increases provided in this Agreement, anniversary date is defined as the date on which the employee was promoted to his/her current grade, or, if the employee has not been promoted, the date on which he/she was hired as an Assistant Public Defender.

c. For purposes of vacation and pension benefits, longevity is defined as the length of an employee's continuous employment with the County.

Section 4.3 Reduction in Work Force, Layoff and Recall:
Should the County determine that it is necessary to decrease the number of Assistant Public Defenders, the employees to be laid off shall be removed from it in inverse order of seniority with the Public Defender's Office. Employees shall be recalled in order of seniority with the Public Defender's Office. In the event there are not enough such openings, the employee will be offered positions under the Employer – the Office of the President in any other classification within the jurisdiction of the local union in which there is a vacancy. In the event there are not vacancies within the jurisdiction of the local union, employees will be offered any other vacancies under the jurisdiction of the Employer, provided that, for all purposes under the Section, the vacancy is in an AFSCME-represented classification or is a vacancy under the Office of the President within AFSCME (excluding 3696-Public Defenders office only), such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from

which the employee is laid off. Where the Employer is obligated to fill positions outside the laid off employee's local union jurisdiction pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

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

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

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

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

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

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 that 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

Section 4.4 Termination of Seniority:
An employee's seniority and employment relationship with the County shall terminate upon the occurrence of any of the following:

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

(e) Absence from work because of layoff or any other reason for twenty-four (24) months for any employee with less than seven years of service or for thirty-six (36) months for any employee with seven or more years of service except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

(f) Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the County; or

(g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.5 Transfer of Stewards:
Employees acting as Union stewards shall not be transferred from their worksites or job classifications because of their activities on behalf of the Union. Any transfers of Union stewards from their worksites or job classifications, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.6 Seniority List:
On a quarterly basis upon request by the Union, the County will furnish to the Union a list of bargaining unit employees showing the name, phone number, address, grade, step, department, last hiring date as an Assistant Public Defender, and whether the employee is entitled to seniority or not. The list shall also include hiring dates with any other Cook County department or agency. The County shall post a similar list without employee addresses at all major worksites at the same time that these lists are furnished to the Union. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. The County will furnish the Union monthly reports of any changes to such list. The list shall also include seniority with the Public Defender's Office.

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

Section 4.7 Priority of Seniority:
Priority among employees with the same seniority date will be established by lottery to be conducted in the presence of the employees at their orientation meeting or at a time and place agreed to by the Union and in the presence of the Union's designee(s).

ARTICLE V
Filling of Vacancies

Section 5.1 Worksites and Grade:

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

First Municipal
Legal Resources Division
Felony Trial Division
Homicide Task Force
Skokie
Markham
Maywood
Multiple Defendant Division
Rolling Meadows
Bridgeview
Trial Support Division
Juvenile Justice
Civil (including Child Protection, and Mental Health)
Forensic Science Division
Child Protection Conflict Division
Police Station Representation

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

First Municipal	-	Grades One and Two
Legal Resources Division	-	Grades One, Two, Three, and Four
26th Street	-	Grades Two, Three, and Four
Homicide Task Force	-	Grade Four
Skokie	-	Grades One, Two, Three, and Four
Rolling Meadows	-	Grades One, Two, Three, and Four
Maywood	-	Grades One, Two, Three, and Four
Multiple Defendant Division	-	Grades Three and Four
Bridgeview	-	Grades One, Two, Three, and Four
Markham	-	Grades One, Two, Three, and Four
Trial Support Division*	-	Grades One, Two and Three
Juvenile Justice	-	Grades One, Two and Three
Civil	-	Grades One, Two and Three
Forensic Science Division	-	Grades Two, Three, and Four
Child Protection Conflict Division*	-	Grades One, Two and Three
Police Station Representation	-	Grades One, Two

All Divisions may only be filled with a Grade One attorney after the position has been posted pursuant to Article 5, Section 5.2 and no bids for the position have been submitted.

In order to meet operational needs, the Public Defender may from, time to time, discontinue certain grades at certain worksites. However, in such a case, the Union shall be notified, and the parties shall meet to bargain the impact of employer's action. The Public Defender shall not be required to bargain over the decision to discontinue certain grades at certain worksites.

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

These positions shall then be filled in accordance with the procedure described in Section 5.3 of this Article.

Section 5.2 Transfers and Promotions:

When the Public Defender deems a position vacant, notice of such vacancy shall be posted electronically, if possible, and at all worksites and shall identify the worksite and grade and that the position is in a bargaining unit represented by AFSCME Council 31, Followed by the local union number. Each notice of vacancy shall remain posted for a period of fourteen (14) business days. Only those employees who submit bids for specific posted vacancies during the posting period shall be eligible to fill the vacancy. Applications for one (1) posting shall not carry over to other postings.

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

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

Section 5.3 Filling of Vacancies:

a. Permanent vacancies shall be filled in the following order of priority:

1. Recall from layoff
2. Transfer
3. Promotion and applicants from outside the bargaining unit.

b. When filling a vacancy through transfer, the most senior qualified applicant will be selected. No additional application will be completed for lateral transfers other than customary bid form for Lane Two attorneys. When filling a vacancy through promotion, the most qualified applicant will be selected; in the event the qualifications are relatively equal, seniority will control. *See* side letter on Forensic Science vacancies.

c. When permanent changes in work site assignments are made by the County, an employee may exercise seniority to retain his/her current assignment.

d. Current employees who transfer from one work location to another in the same grade shall not be demoted unless, after six (6) months, it can be shown by the County that the employee is not functioning according to the requirements of the attorney's grade. Current employees who bid on vacancies below their grade will be demoted to the grade of the vacancy bid on upon the acceptance of the transfer. When an employee successfully bids on a vacancy in a lower grade, said duties of that employee shall be commensurate with the grade.

e. Grade One attorneys shall be promoted to Grade Two, Step Two, in the order of their seniority with the Office as soon as such positions become available, but no later that one (1) year after the date of hire.

f. Members of management who were not employed as Assistant Public Defenders prior to December 1, 1987 and have never been members of the bargaining unit may not enter the bargaining unit except by bidding according to the provisions of Section 3(a) of this Article.

g. Members of management who were employed as Assistant Public Defenders prior to December 1, 1987 or who were members of the bargaining unit at any time may enter the bargaining unit at any time without bidding. If the attorney had never been classified then he/she shall be classified in the same way attorneys were classified in 1987. If the attorney had been a bargaining unit member and had been classified before, the attorney shall return to the bargaining unit in the grade and step that he/she would have had, had he/she never left the bargaining unit. Bargaining unit members who enter management ranks after December 1, 2008, shall have 36 months after leaving the bargaining unit to re-enter the bargaining unit pursuant to the terms of this paragraph. After a former bargaining unit members has been a manager for 36 months, that person may only re-enter the bargaining unit under the provisions of Section 5.3(a) of this Article.

h. The Union retains the right to waive bidding rights under this Article for the purposes of hiring applicants from outside the bargaining unit at higher than Grade One or Step One of any grade.

Section 5.4 Minimum Length of Assignment:

a. Employees who successfully bid on transfers from one work site to another shall not be eligible to transfer to another work site for one (1) year from the effective date of transfer unless in the County's sole discretion the needs of the office dictate otherwise. Transfers

will be further limited by Section 5.4(b) and Section 5.5 of this Article. An employee's right to promotion, however, will not be limited.

b. Employees assigned to the Civil Division after the effective date of this Agreement shall work a minimum of eighteen (18) months in that division before they can transfer to another worksite unless, in the County's sole discretion, the needs of the office dictate otherwise.

Section 5.5 Classification:
Employees shall be classified into the appropriate grade and classification as described in Appendix A of this Agreement.

Section 5.6 Hardships:
If an attorney has a verifiable hardship that interferes with his/her employment responsibilities, the attorney may request management assistance to resolve the hardship. In these circumstances the County has the right to fashion a remedy for the attorney's situation, all other provisions of this Agreement notwithstanding. Any such steps which will conflict with the terms of this Agreement shall be agreed to by the parties prior to implementation. The employee's medical information shall be disclosed to the Union only upon the written consent of the employee. The County and Union agree to treat all information regarding the employee's request for hardship accommodation in a confidential manner.

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

ARTICLE VI
Holidays

Section 6.1a Designation of Holidays:

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

1. New Year's Day - January 1st
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12th
4. Presidents' Day - Third Monday in February
5. Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Juneteenth – June 19th
8. Independence Day - July 4th
9. Labor Day - First Monday in September
10. Columbus Day - Second Monday in October
11. Veteran's Day - November 11th

12. Thanksgiving Day - The day approved by the Governor of the State of Illinois or by the President of the United States
13. Christmas Day - December 25th

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

In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the County and/or the court.

Day after Thanksgiving: Investigators in the Public Defender's Office may be permitted to take the day off, but will be required to utilize their own benefit time in order to be compensated for that day.

Section 6.1b Floating Holiday:
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. 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.
If an employee is required to work on an approved floating holiday, the employee shall reschedule the floating holiday.

Section 6.2 Holidays in Vacations:
If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 6.3 Work in a Holiday Court:
Work in Holiday Bond Court and Juvenile Detention Hearings, shall be performed by all employees who request that they be considered for such assignment. An employee shall submit to the Employer/Designee a Holiday Court/Juvenile Detention Hearings Request form for the assignment work site where he/she wants to be assigned. The form shall be submitted semi annually in order for the employee to be a member of the Holiday Court central pool of employees. However, the list may be amended from time to time during the year to ensure a current list of employees.

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

Employees shall receive eight (8) hours pay for each day worked in either Holiday Bond Court or Juvenile Detention Hearings. Employees shall be compensated at the rate of pay of a Grade Two, Step Six employee.

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

ARTICLE VII
Vacations

Section 7.1 Vacation Leave:

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

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

b. Computation of vacation leave shall begin at the initial day of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 per pay period. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

c. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.

d. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The County may establish the time when the vacation shall be taken.

e. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit

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

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

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

h. Any Cook County employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.

i. Holidays recognized by the County are not to be counted as part of a vacation.

j. Vacation time, once scheduled between the County and employee, shall not be revoked by the County unless operational needs reasonably require such revocation.

Section 7.2 Vacation Preference and Scheduling:
Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested-first granted basis. Where two (2) or more employees in the same department, performing the same job, request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

ARTICLE VIII
Welfare Benefits

Section 8.1 Hospitalization Insurance: Employee Contributions:

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

Item	Effective 6/1/2018
Classic Blue	Eliminate
HMO OOP Maximum	$1,600/$3,200

HMO Accident/Illness	$15
HMO Urgent Care	$15
HMO Specialists	$20
HMO ER	$75
PPO Deductible	$350/$700
PPO OOP Maximum	$1,600/$3,200
PPO Accident/Illness	90% after $25
PPO Specialist	90% after $35
PPO ER	$75
RX	$15/$30/$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary increase (.50 percent increase on 12/1/2015 and .50 percent increase on 12/1/2016)

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

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

C. The Employer will provide a mail order prescription program as set forth in Appendix C.

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

E. Children shall be eligible for health insurance benefits in accordance with applicable federal and state law.

F. Section Generic Step Therapy and Mandatory Maintenance

1. Generic Step Therapy Program:

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

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

2. Mandatory Maintenance Choice:

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

Section 8.2 Sick Leave:
All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. The amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

Sick leave may be used for illness, disability incidental to pregnancy, or non job related injury to the employee; appointments with physicians, dentists or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness.

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

An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

If, in the opinion of the County, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days. The decision of the County shall be subject to the grievance procedure.

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

Section 8.3 Disability Benefits:

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

Effective FY19, County will offer a short-term disability product.

Section 8.4 Life Insurance:
All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars ($1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:
Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/9.

Section 8.6 Dental Plan:
All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:
All employees shall be eligible to participate, at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Hospitalization - New Hires:
All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9 Flexible Benefits Plan:
All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10 Union and County Meetings Respecting Health Care:
For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, AFSCME Council 31 and each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. AFSCME Council 31 and each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 8.11 Insurance Coverage:
Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 8.12 Personal Support Program (PSP):
In addition to the County's Employee Assistance Program (EAP), coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program. Effective approval of this agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars ($34.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars ($35.00) per year, per AFSCME bargaining unit member to the AFSCME benefit Plan and Trust to fund the PSP.

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

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

ARTICLE IX
Additional Benefits

Section 9.1 Bereavement Leave:
In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days pay.

To qualify for pay as provided herein, the Employee 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 9.2 Personal Days:
All employees, except those in a per diem or hourly pay status, shall be granted thirty-two (32) hours of personal day leave with pay each fiscal year. Employees may be permitted this personal day leave 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 four (4) hours at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal day leave at the rate of 1.24 hours per pay period except that sixteen (16) hours may be used for observance of religious holidays prior to accrual, to be paid back. No more than forty (40) hours of personal day leave may be used in a fiscal year.

If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal day leave, sick leave, and vacation leave.

Personal day leave may be used consecutively or in conjunction with vacation days. Personal day leave off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to such approval.

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

Section 9.3 School Conference and Activity Leave:
The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq..

ARTICLE X
Leaves of Absence

Section 10.1 Regular Leave:
An employee may be granted a leave of absence without pay by the Public Defender or Designee. Such leave shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Public Defender. If approved by the Public Defender the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 10.2 Maternity/Paternity Leave:
Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absence to cover periods of pregnancy, post-partum child care and adoption with regard to an employee or an employee's domestic partner or civil union partner. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head.

Section 10.3 Family Responsibility Leave:
In addition to Maternity/Paternity Leave (Article 10, Section 2 and/or Parental Leave (Article 10, Section 14), an employee who has at least two (2) years of service and has a need to be absent

from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage during the leave shall be maintained in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to six (6) months and meeting FMLA standards.

Section 10.4 Retention of Benefits:
An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on disability leave, for 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 payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.5 Union Leave:
A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Employee benefits will be provided as set forth in the Retention of Benefits section of this Article.

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

Convention delegates as per the following per local:

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

One (1) per additional thousand or fraction thereof.

Section 10.6 Military Leave:
An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution.

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

Section 10.7 Veterans' Conventions:
Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.

2. They must register with the credentials committee at the convention headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.

4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.

5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.8 Approval of Leave:
No request for a leave, as defined in Section 10.1 and 10.5 of this Article will be considered unless approved by the Public Defender, and the Public Defender shall not grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

Section 10.9 Jury Duty:
An employee called for jury duty shall be extended leave with pay for the full duration of his/her duty; however, any compensation for this duty, exclusive of travel allowance received, must be turned over to the Employer by the employee.

Section 10.10 Use of Benefit Time:
Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

Effective December 1, 2018, 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.

Section 10.11 Seniority on Leave:
An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 10.12 Educational Leave:
Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.13 Anniversary Date Adjustment:
Absence from County service on leave of any kind without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, and all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.14 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 10.2, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

ARTICLE XI
Discipline

Section 11.1 Use of Discipline:
The County has the right to discipline employees. However, the degree of penalty should fit the offense and the least serious method of discipline appropriate to the offense should normally be used to correct the employee's behavior. The County agrees with the tenets of progressive and corrective discipline. The types of discipline listed in Section 11.2 of this Article may be applied progressively, but also may be applied out of sequence in order to fit the severity of the offense, the infraction involved and other relevant factors. The County may only discipline an employee for just cause.

Section 11.2 Types of Discipline:

a. The County may impose only the following types of discipline:

1. Oral Reprimand:
2. Written Reprimand:
3. Suspension: or
4. Discharge:

b. The employee shall not be demoted for disciplinary reasons. However, a demotion may occur in conjunction with disciplinary action when individual circumstances warrant.

c. The parties agree suspensions shall be capped at thirty (30) days.

Section 11.3 Timeliness of Discipline:
Discipline shall be imposed as soon as possible after the County is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter. However, the discipline shall commence within forty-five (45) calendar days after the completion of the pre-disciplinary meeting.

Section 11.4 Manner of Discipline:
If the County has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 11.5 Investigatory Meetings:
The County may, but is not required to, conduct an Investigatory Meeting. If an Investigatory Meeting is conducted, any employee who is the subject of the Investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting shall be entitled to Union Representation upon request.

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

Section 11.6 Pre-Disciplinary Meeting:
Prior to the imposition of suspension or discharge, the County shall convene a Pre-Disciplinary Meeting. The County shall meet with the employee and his/her Union representative, should the employee request such representation, about the circumstances giving rise to the contemplated discipline. The County will afford the employee an opportunity to rebut any evidence or charges made against the employee. The employee's opportunity to rebut, however, shall not occur until the County has presented all known evidence and reasons for disciplinary action. Reasonable extensions of time for rebuttal purposes may be allowed when warranted and requested. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active participant at any and all such meetings.

Section 11.7 Pre-Disciplinary Meeting Notice:
No less than five (5) work days prior to a Pre-Disciplinary Meeting, which shall be set at a date agreeable to both parties; the County will provide the employee and the Union, in writing, the following:

a. The reason(s) for the contemplated disciplinary action;

b. The contemplated measure or type of discipline to be imposed;

c. Information that the employee is entitled to Union representation upon his or her request;

d. The names of relevant witnesses and copies of relevant documents;

e. The proposed time, location and date of the meeting.

Section 11.8 Oral and Written Reprimands:
In case of oral and written reprimands, the supervisor must inform the employee that he/she is receiving an oral or written reprimand and of his/her right to Union representation, which shall only be provided if so requested. The Union shall be given notice of such discipline. The employee shall also be given reason(s) for such discipline, including the names of witnesses and copies of pertinent documents. A written notation of the oral reprimand or the written reprimand

itself shall be placed in the employee's personnel file. Removal of such notation or reprimand shall only be done in accordance with Section 11.10 of this Article.

Section 11.9 Notification of Disciplinary Action:
In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee and the Union a clear and concise written statement of the reasons for such discipline. Once discipline is imposed, it may not be increased.

Section 11.10 Removal of Discipline:
Oral reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

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

Section 11.11 Union Representation:
The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting. The Employer shall notify the Union in advance of any meetings at which an employee may be disciplined.

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

ARTICLE XII
Grievance Procedure

Section 12.1 Policy:
The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees. All employees shall have the right to file a grievance and shall be assured freedom from coercion, restraint or reprisal.

Section 12.2 Definition:
A grievance is a difference between the Union or a bargaining unit member and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two (2) and Three (3) to the County or his designee. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.
A dispute between an employee (and or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall

continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

Section 12.3 Representation:
Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One (1) to Three (3) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. Where applicable and by mutual agreement, grievances may be initiated at Step Two (2) or Three (3). A grievance relating to all or a substantial number of employees or to the Union's own interest or rights with the County, may be initiated at Step Two (2) or Three (3) by mutual agreement. If a grievance is initiated by or on behalf of a group of employees, the Union shall endeavor to name all employees involved in the grievance prior to the Step Three (3) meeting. Suspensions of seven (7) days or more and terminations shall commence at Step Two (2) of the grievance procedure.

Section 12.4 Grievance Procedure Steps:
The steps and time limits as provided in the County's Grievance Procedure are as follows:

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

Section 12.5 Time Limits:
The initial time limit for presenting a grievance shall be thirty (30) days or thirty (30) days from the time the grievant became aware of the occurrence giving rise to the grievance. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Agreement on a date to conduct the meeting shall not be unreasonably withheld by either the employee, Union or the County.

Section 12.6 Stewards:
The Union will advise the County in writing of the names of the stewards in each division and will promptly notify the County of any changes. Stewards shall notify their supervisor before leaving their work assignments or area to handle grievances. Stewards will be permitted, by their supervisor, to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal working hours without a loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not unreasonably interfere with their work performance. The Union shall not abuse this privilege. Management and

stewards agree to cooperate in scheduling all hearings so as not to unreasonably interfere with the steward's professional responsibilities.

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

Section 12.7 Union Representatives:
Duly authorized business representatives of the Union will be permitted at reasonable times, to enter the appropriate Public Defender facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Public Defender/Designee in writing. The representative will conduct his/her business so as not to interfere with the operations of the County. The Union shall not abuse this privilege, and such right of entry shall at all times be subject to the County's general rules applicable to non-employees.

Section 12.8 Impartial Arbitration:

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

b. Prior to an arbitration proceeding, either party may request of the other party any documents (or copies thereof), a list of witnesses or any other information relevant to the grievance and in control of the opposing party. Such requests shall not be unreasonably denied.

c. The parties are entitled to request the Arbitrator to require the presence of relevant witnesses and production of relevant documents. The Arbitrator, in his/her opinion, shall not amend, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County/Designee and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

d. A grievance may be withdrawn at any time. A grievance that is not timely filed or extended by mutual agreement is waived.

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

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

Section 12.9 Arbitration:
The Union and the County shall meet within thirty (30) days after the effective date of this agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 12.10 Grievance Meetings:
At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

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

Section 12.11 Advanced Step Filing:
Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

Section 12.12 Expedited Arbitration:
The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply.

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

a. the hearing shall be informal;

b. no briefs shall be filed or transcripts made;

c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;

d. the hearing shall normally be completed within one (1) day;

e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

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

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

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

Section 12.13 Grievance Procedure and Arbitration:
The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME Council 31 agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

ARTICLE XIII
Continuity of Operation

Section 13.1 No Strike:
The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the County's functions

or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 13.2 Union Responsibility:
Should any activity prescribed in Section 13.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

(a) publicly disavow such action by the employees or other persons involved;

(b) advise the County in writing that such action has not been caused or sanctioned by the Union;

(c) notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;

(d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 13.3 Discharge of Violators:
The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

Section 13.4 No Lock Out:
The County agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 13.5 Preservation of Rights:
In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

ARTICLE XIV
Miscellaneous

Section 14.1 No Discrimination:

a. No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non activity on behalf of the Union 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.

b. It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

c. Applicants are to be recruited, selected, and hired without discrimination because of race, color, creed, religion, gender, age, disability, sexual orientation, national origin, marital status.

d. The parties recognize the employer's obligation to comply with Federal and State Equal Employment Opportunity Laws.

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

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

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

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

Section 14.2 Environment:

The County recognizes that the Public Defender's Office provides a vital service and that the employees covered under this Agreement need a satisfactory work environment, including appropriate office space and location, adequate support staff, adequate supplies and adequate technology. Should the Assistant Public Defender choose to use their personal devices for work, the Public Defender shall have no access or rights to any information on the device that is not relevant or pertinent to the specific case in question, subject to the rules of discovery. The County agrees that no major relocation of offices shall take place without prior negotiation with the Union over the impact of such relocation. The Union recognizes that the County does not have to negotiate over budgetary matters not affecting bargaining unit personnel. Employees shall have facilities, equipment and software reasonably available for research, investigations and litigation presentation. The County shall make reasonable attempts to locate employees' offices in a building where the majority of the employees' cases are heard. The County shall provide all Employees with either a current print or electronic copy of the Illinois Revised Statutes, whichever the Employee chooses, which will include the following:

CHAPTER	NAME
	Government
5	General Provisions
15	Executive Officers
20	Executive Branch
45	Interstate Compacts
	Education
105	Schools
	Regulation
210	Health Facilities
230	Gaming
235	Liquor
	Human Needs
325	Children
	Health & Safety
405	Mental Health
410	Public Health
415	Environmental Safety
430	Public Safety
	Husbandry
510	Animals
515	Fish
520	Wildlife
	Transportation
605	Roads & Bridges
625	Vehicles
	Rights & Remedies
705	Courts

720	Criminal Offenses
725	Criminal Procedures
730	Corrections
735	Civil Procedures
740	Civil Liabilities
750	Families
765	Property
775	Human Rights
815	Business Transactions
	Supreme Court Rules

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

Section 14.3 Bulletin Boards:
The County will make bulletin boards available for use of the Union at all work sites. The items posted shall not be political, partisan or defamatory in nature.

Section 14.4 Partial Invalidity:
In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.5 Courses and Conferences:

a. In recognition of the Minimum Continuing Legal Education (MCLE) program adopted by the Supreme Court of Illinois that established requirements for continuing legal education (CLE) for Illinois attorneys, the County shall approve employees' requests to attend courses or conferences related to the employee's work, subject to staffing and budgetary considerations. The opportunity to attend such courses or conferences shall be offered to employees in an equitable manner. Any reasonable costs previously approved, in writing, by the County shall be paid for or reimbursed by the County.

b. All mandatory training programs sponsored by the Public Defender's Office shall be conducted Monday to Friday excluding holidays, except training for newly hired attorneys which may occur on weekends, not including holidays. All such mandatory programs shall also be conducted between 8:00 a.m. and 6:00 p.m. The County shall distribute a schedule of training events or courses. The schedule shall be provided to all employees sufficiently in advance to accommodate employees who wish to arrange their schedules in order to participate. The existence of the schedule shall not preclude the

approval of requests to attend other courses or conferences as provided in sub-section (a) of this Section.

c. The Public Defender's Office encourages its employees to become active members of local, state and national bar associations as well as national and state organizations whose goals and objectives are consistent with those of the Public Defender's Office. Employees who are officers or committee members of such organizations may seek the approval of the Public Defender/Designee to attend the meetings of those organizations when they occur during regular business hours, but such approval is subject to staffing considerations. If approval is given for the employee to attend such a meeting during regular business hours, the employee shall be paid regular salary while attending the meeting. The employee may also apply for full or partial reimbursement from the County for reasonable expenses the employee incurred that are not reimbursed by the organization in question. Reimbursement by the County for such expenses is subject to budgetary considerations.

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

Section 14.6 Union and County Meetings:
For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet quarterly, or as mutually agreed otherwise, through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The parties agree that Time and Attendance issues are appropriate for Labor/Management meetings.

Section 14.7 Travel Reimbursement:
Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

Section 14.8 Paychecks/Payday:
Employees shall be paid every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

Section 14.9 Meeting Rooms:
The County agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the County.

Section 14.10 Personnel Files:
Upon written request to the Department of Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer.

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

The Employer shall not disclose or use any Assistant Public Defender's personal information in any form of social media or in any_ other publicly accessible website without the express written consent of the specific Assistant Public Defender. . Except that the parties agree that the Employer may post an Assistant Public Defenders': Name, work email, general worksite phone, work location an3.2d year of graduation from law school, year of admission to the Illinois bar, and the year the Assistant Public Defender was hired by the Office of the Public Defender.

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 14.11 Non-Disclosure of Employee Personal Information:
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 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.

Section 14.12 ARDC Complaints:
Every attorney shall inform the Public Defender or her Designee whenever he/she receives a complaint from the Attorney Registration & Disciplinary Commission ("ARDC"). The Public Defender, recognizing that ARDC complaints are confidential, agrees to maintain this confidentiality. Should the ARDC dismiss the complaint or decide to take no action on it, the Public Defender agrees to expunge any record of its existence three (3) years after the disposition of the investigation by the ARDC, unless the ARDC determines that deferral of expunction is warranted, in which case said records shall be maintained by the Public Defender only for so long as said records are maintained by the ARDC.

Section 14.13 Information Provided to Union:
At least once per month, the Employer on behalf of all employers covered by this agreement, shall notify AFSCME Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, reclassifications, checkoff revocations, layoffs re-employments, transfers, leaves, returns from leave, suspensions, discharges, terminations, resignations, retirements, and Social Security numbers. Such information shall be provided by electronic transmission where possible, subject to any applicable protocol. The Employer will provide the local union with information regarding new hires within the bargaining unit(s) within 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.

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.

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

Section 14.14 Auto Insurance:
The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must e overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 14.15 Day Care:
A Day Care Committee composed of a mutually agreed-upon equal number of Union and County representatives shall meet to study the feasibility of establishing day care centers for the dependents of employers of the County. In addition, this Committee will study the establishment of a segregated IRS account to be used for child care expenses.

Section 14.16 Bilingual Pay:
Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional one hundred dollars ($100.00) per month.

Section 14.17 Contract Implementation:
This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

Section 14.18 Mass Transit Benefit Program:
As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

Section 14.19 Personnel Rule Changes:
When the employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act 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 14.20 Direct Deposit:
The County will continue the direct deposit program to the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving direct deposit.

Section 14.21 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 14.22 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.

Section 14.23 Contract Printing:
The Union will have this agreement printed in booklet form. Employees shall receive a copy of the printed agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

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

Section 14.24 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 od 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 XV
Health and Safety

Section 15.1 General:
The County shall endeavor to provide a safe and healthful work environment for all employees. The County agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 15.2 of this Article.

Section 15.2 Health and Safety Committee:
The County and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. This full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed. The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

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

Section 15.3 Communicable Diseases:
The Employer and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

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

2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The County shall make available to the employee who has

occupational exposure during the course of his/her employment to blood or body substances a Hepatitis B vaccine at no cost to the employee.

3. Specific concerns relating to the health and safety of employees may be referred to the applicable Health and Safety Committee or Subcommittee. Said committee(s) shall share necessary and relevant information and shall develop a comprehensive policy or policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

ARTICLE XVI
Educational Benefits

Section 16.1 Educational Fund:
The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars ($40,000.00) for all AFSCME Council 31 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such coursework shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars ($550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

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

Section 16.2 Employee Development and Training:
The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this contract. If such changes occur, the Employer shall give primary consideration to the Employer's operations. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.

ARTICLE XVII
Sub-Contracting

Section 17.1 Subcontracting:
It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency and economy. The Employer will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

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 proceeding 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.

ARTICLE XVIII
Rates of Pay Implementation

Section 18.1 Job Classification/Job Audit:
Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Upon request by the Union, and after the effective date of this Agreement, unless otherwise mutually agreed upon by the parties, the County shall conduct a job audit of those attorneys

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

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.

Section 18.2 Assistant Public Defender:
All employees of the Public Defender's Office who are full standing members of the Illinois Bar and represent clients shall be considered Assistant Public Defenders.

Section 18.3 Salary Raises:
The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective 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 XIX
Duration

Section 19.1 Term:
This Agreement shall become effective on December 1, 2020 shall remain in effect thru November 30, 2024. It shall automatically renew itself from year to year thereafter unless either

party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate 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 19.2 Notices:
Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President
   Board of Commissioners of Cook County
   118 North Clark Street - Room 537
   Chicago, IL 60602

2. Chief, Bureau of Human Resources
   118 North Clark Street - Room 840
   Chicago, IL 60602

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

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

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

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 3315:

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

SEP 23 2021

COM_____

APPENDIX A

AFSCME 3315

JOB CODE	GRADE	TITLE
0604	L1	Assistant Public Defender I
0605	L2	Assistant Public Defender II
0606	L3	Assistant Public Defender III
0607	L4	Assistant Public Defender IV

APPENDIX B

Pay Schedule

Effective June 1, 2020

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	28.945								
	Bi-Weekly	2,315.60								
	Annual	60,205								
L2	Hourly	33.678	35.340	37.473	39.336	41.315	44.902	46.018	47.634	49.055
	Bi-Weekly	2,694.24	2,827.20	2,997.84	3,146.88	3,305.20	3,592.16	3,681.44	3,810.72	3,924.40
	Annual	70,050	73,507	77,943	81,818	85,935	93,396	95,717	99,078	102,034
L3	Hourly	40.508	42.554	45.100	47.322	51.217	52.491	53.802	55.681	57.353
	Bi-Weekly	3,240.64	3,404.32	3,608.00	3,785.76	4,097.36	4,199.28	4,304.16	4,454.48	4,588.24
	Annual	84,256	88,512	93,808	98,429	106,531	109,181	111,908	115,816	119,294
L4	Hourly	46.400	48.726	51.595	54.245	58.443	59.904	61.400	63.534	65.443
	Bi-Weekly	3,712.00	3,898.08	4,127.60	4,339.60	4,675.44	4,792.32	4,912.00	5,082.72	5,235.44
	Annual	96,512	101,350	107,317	112,829	121,561	124,600	127,712	132,150	136,121

Effective June 1, 2021

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	29.379								
	Bi-Weekly	2,350.33								
	Annual	61,108								
L2	Hourly	34.183	35.870	38.035	39.926	41.935	45.576	46.708	48.349	49.791
	Bi-Weekly	2,734.65	2,869.61	3,042.81	3,194.08	3,354.78	3,646.04	3,736.66	3,867.88	3,983.27
	Annual	71,101	74,610	79,112	83,045	87,224	94,797	97,153	100,564	103,565
L3	Hourly	41.116	43.192	45.777	48.032	51.985	53.278	54.609	56.516	58.213
	Bi-Weekly	3,289.25	3,455.38	3,662.12	3,842.55	4,158.82	4,262.27	4,368.72	4,521.30	4,657.06
	Annual	85,520	89,840	95,215	99,905	108,129	110,819	113,587	117,553	121,083
L4	Hourly	47.096	49.457	52.369	55.059	59.320	60.803	62.321	64.487	66.425
	Bi-Weekly	3,767.68	3,956.55	4,189.51	4,404.69	4,745.57	4,864.20	4,985.68	5,158.96	5,313.97
	Annual	97,960	102,870	108,927	114,521	123,384	126,469	129,628	134,132	138,163

Effective December 1, 2021

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	30.554								
	Bi-Weekly	2,444.32								
	Annual	63,552								
L2	Hourly	35.870	38.035	39.926	41.935	45.576	46.708	48.349	49.791	51.782
	Bi-Weekly	2,869.61	3,042.81	3,194.08	3,354.78	3,646.04	3,736.66	3,867.88	3,983.27	4,142.60
	Annual	74,610	79,112	83,045	87,224	94,797	97,153	100,564	103,565	107,707
L3	Hourly	43.192	45.777	48.032	51.985	53.278	54.609	56.516	58.213	60.542
	Bi-Weekly	3,455.38	3,662.12	3,842.55	4,158.82	4,262.27	4,368.72	4,521.30	4,657.06	4,843.35
	Annual	89,840	95,215	99,905	108,129	110,819	113,587	117,553	121,083	125,927
L4	Hourly	49.457	52.369	55.059	59.320	60.803	62.321	64.487	66.425	69.082
	Bi-Weekly	3,956.55	4,189.51	4,404.69	4,745.57	4,864.20	4,985.68	5,158.96	5,313.97	5,526.53
	Annual	102,870	108,927	114,521	123,384	126,469	129,628	134,132	138,163	143,689

Effective June 1, 2022

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	31.318								
	Bi-Weekly	2,505.43								
	Annual	65,141								
L2	Hourly	36.767	38.986	40.924	42.983	46.715	47.876	49.557	51.036	53.077
	Bi-Weekly	2,941.35	3,118.88	3,273.94	3,438.65	3,737.19	3,830.08	3,964.58	4,082.85	4,246.16
	Annual	76,475	81,090	85,121	89,405	97,167	99,582	103,078	106,154	110,400
L3	Hourly	44.272	46.921	49.233	53.285	54.610	55.974	57.929	59.669	62.055
	Bi-Weekly	3,541.77	3,753.67	3,938.61	4,262.79	4,368.83	4,477.94	4,634.33	4,773.49	4,964.43
	Annual	92,086	97,595	102,403	110,832	113,589	116,426	120,492	124,110	129,075
L4	Hourly	50.693	53.678	56.435	60.803	62.323	63.879	66.099	68.085	70.809
	Bi-Weekly	4,055.46	4,294.25	4,514.81	4,864.21	4,985.81	5,110.32	5,287.93	5,446.82	5,664.69
	Annual	105,442	111,650	117,384	126,469	129,631	132,868	137,486	141,617	147,282

Effective June 1, 2023

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	32.101								
	Bi-Weekly	2,568.06								
	Annual	66,770								
L2	Hourly	37.686	39.961	41.947	44.058	47.883	49.073	50.796	52.311	54.404
	Bi-Weekly	3,014.88	3,196.85	3,355.78	3,524.61	3,830.62	3,925.83	4,063.69	4,184.92	4,352.32
	Annual	78,387	83,117	87,249	91,640	99,596	102,071	105,655	108,807	113,160
L3	Hourly	45.379	48.094	50.463	54.617	55.976	57.374	59.377	61.160	63.607
	Bi-Weekly	3,630.31	3,847.51	4,037.08	4,369.36	4,478.05	4,589.89	4,750.19	4,892.83	5,088.54
	Annual	94,388	100,035	104,963	113,603	116,429	119,337	123,504	127,213	132,302
L4	Hourly	51.961	55.020	57.846	62.323	63.881	65.476	67.752	69.787	72.579
	Bi-Weekly	4,156.85	4,401.61	4,627.68	4,985.82	5,110.46	5,238.08	5,420.13	5,582.99	5,806.31
	Annual	108,078	114,441	120,319	129,631	132,871	136,190	140,923	145,157	150,964

Effective December 1, 2023

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	32.422								
	Bi-Weekly	2,593.74								
	Annual	67,437								
L2	Hourly	38.063	40.360	42.367	44.498	48.362	49.564	51.304	52.835	54.948
	Bi-Weekly	3,045.03	3,228.82	3,389.34	3,559.86	3,868.93	3,965.09	4,104.33	4,226.77	4,395.84
	Annual	79,171	83,948	88,122	92,556	100,592	103,092	106,712	109,896	114,291
L3	Hourly	45.833	48.575	50.968	55.163	56.535	57.947	59.971	61.772	64.243
	Bi-Weekly	3,666.62	3,885.99	4,077.45	4,413.05	4,522.83	4,635.79	4,797.69	4,941.76	5,139.43
	Annual	95,332	101,036	106,013	114,739	117,593	120,530	124,739	128,485	133,625
L4	Hourly	52.480	55.570	58.424	62.946	64.519	66.131	68.429	70.485	73.305
	Bi-Weekly	4,198.42	4,445.62	4,673.96	5,035.67	5,161.56	5,290.46	5,474.33	5,638.82	5,864.37
	Annual	109,159	115,586	121,522	130,927	134,200	137,552	142,332	146,609	152,473

Effective June 1, 2024

SCHEDULE X
BUREAU OF HUMAN RESOURCES
ASSISTANT PUBLIC DEFENDER COMPENSATION SCHEDULE - AFSCME
LOCAL 3315

Grade		1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	After 1 Year at Step 7 & 10 Years Service 8th Step	9th Step
L1	Hourly	32.746								
	Bi-Weekly	2,619.68								
	Annual	68,111.7								
L2	Hourly	38.444	40.764	42.790	44.943	48.845	50.059	51.817	53.363	55.497
	Bi-Weekly	3,075.48	3,261.11	3,423.23	3,595.46	3,907.62	4,004.74	4,145.37	4,269.04	4,439.80
	Annual	79,962.3	84,787.9	89,003.2	93,481.7	101,597.9	104,122.7	107,778.9	110,994.5	115,434.3
L3	Hourly	46.291	49.061	51.478	55.715	57.101	58.527	60.571	62.390	64.885
	Bi-Weekly	3,703.28	3,924.85	4,118.22	4,457.18	4,568.06	4,682.15	4,845.67	4,991.17	5,190.82
	Annual	96,285.0	102,046.1	107,072.9	115,886.4	118,769.1	121,735.6	125,986.8	129,770.2	134,961.1
L4	Hourly	53.005	56.126	59.009	63.575	65.165	66.792	69.113	71.190	74.038
	Bi-Weekly	4,240.40	4,490.08	4,720.70	5,086.03	5,213.18	5,343.37	5,529.08	5,695.21	5,923.02
	Annual	110,250.4	116,741.4	122,737.5	132,236.3	135,542.2	138,927.5	143,755.2	148,075.0	153,998.0

APPENDIX C

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

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

Drug	**Current (No Changes 12/1/22 or 12/1/23)**
Prescription Drugs – Retail	• Generic: $10 copay • Brand Formulary: $25 copay • Brand Non-Formulary: $40 copay • Mail Order: 2 x retail
Generic Step Therapy	• PBM's generic step therapy program
Mandatory Maintenance Choice	• Mandatory mail-order for maintenance drugs

Vision	**Current (No Changes 12/1/22 or 12/1/23)**
Eye Examination	• $0 copay • Once per 12 months
*Eyeglass Lenses**	• $0 copay standard uncoated plastic • Once per 12 months
Frames	• $0 copay up to $100 / Amount over $100 less 10% • Once per 24 months
*Contact Lenses**	• $0 copay up to $100 • Once per 12 months

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

Cook County Benefit Overview (Cont.)

Dental – HMO	**Current (No Changes 12/1/22 or 12/1/23)**
Annual Deductible	$0 (None)
Benefit Period Maximum	None
Preventive	• Requires a Maximum Allowance • Includes 2 exams / cleanings per benefit period • Includes fluoride treatments under age 19
Basic Benefits	• Requires a copayment for each specific service • Copayments equal a discount of approximately 70%
Major Services	• Requires a copayment for each specific service • Copayments equal a discount of approximately 60%
Orthodontics	• 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)**
Annual Deductible	• $25 Individual / $100 Family (in network) • $50 Individual / $200 Family (out of network)
Preventive (2 exams/cleanings per Benefit Period)	• 100% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
Primary Services (X-Rays, Space Maintainers)	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Restorative Services (Routine Fillings)	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Emergency Services	• 80% of Maximum Allowance (in network) • 80% of Maximum Allowance (out of network)
Endodontics	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Periodontics	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (Out of network)
Oral Surgery	• 80% of Maximum Allowance (in network) • 60% of Maximum Allowance (out of network)
Prosthetics	• 50% of Maximum Allowance (in and out of network)
Orthodontics	• 50% up to a lifetime max of $1,250 (in and out of network)

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
Travel Reimbursement Policy

Cook County and AFSCME Council 31, AFSCME locals 1111, 1178, 1276, 1767, 2226, 3315, 3477, 3486, 3692, 3696, 3958, and 3969 agree that Cook County will recommend to the Cook County Board of Commissioners that the following revision of the Cook County Travel Reimbursement Policy be made.

Current Language:

The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.

Proposed Revision:

In order to be eligible for reimbursement, the employee must submit the Transportation Expense Voucher by no later than the 20th day of the month following the month in which the travel expense was incurred unless the failure to submit a voucher within the 20 day period is due to extraordinary circumstances. The Transportation Expense Voucher shall then be reviewed and approved by the Department Head or a designated representative, whose signature will represent his or her representation that he or she has reviewed the voucher and that the information contained on the voucher is complete and accurate. The Department must submit the Travel Expense Voucher to the Comptroller's Office by no later than the 60th day after the end of the month in which the travel expense was incurred. An employee who submits a voucher within the 20-day submission period, as described above, will not be denied reimbursement for failure of the Department to timely submit the voucher to the Comptroller's office. A copy of the Transportation Expense Voucher shall be retained by the department.

SIDE LETTER OF AGREEMENT BETWEEN
COOK COUNTY AND
AFSCME COUNCIL 31

RESIDENCY

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

Side Letter
Regarding Retiree Health Benefits

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

Side Letter
Regarding Temporary Disability Benefits

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

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 do not agree that by executing this agreement the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.

Side Letter
Alternative Work Schedules

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

Side Letter
Benefit Time Increments

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

Side Letter

Office of the Public Defender and the American Federation of State, County and Municipal Employees Union, Council 31, Local 3315

This Letter of Agreement is entered into by and between the American Federation of State, County and Municipal Employees, (AFSCME) Council 3 1, AFL-CIO, and its Local 3315, hereinafter referred to as "the Union", and the Cook County Public Defender, hereinafter referred to as "the Employer". The parties agree that this agreement shall be included in the 2018-2020 successor agreement as a side letter.

Whereas, Chief Judge Timothy Evans issued an order on March 14, 2017 (General Administrative Order No. 2017-01) Subject: Appointment of the Public Defender or designee for persons in police custody: "Pursuant to the court's inherent authority to assign counsel in criminal cases and effective immediately, IT IS HEREBY ORDERED that when an arrestee or other person not represented by counsel is held in police custody and requests court-appointed legal representation, and representation is available from the Law Office of the Cook County Public Defender or its designee ("Public Defender"), the Public Defender shall be deemed appointed by the court as defense counsel pending appearance before the court."

Whereas, as a result of Administrative Order No. 2017-01, the Employer has directed Assistant Public Defenders to perform additional duties resulting from the Administrative Order, and in order to protect the rights of Assistant Public Defenders while they are performing those duties, the Parties Agree As Follows:

1. The parties acknowledge and agree that the Employer is required by 55 ILCS 5/5-1003 to indemnify Assistant Public Defenders for any judgment arising out of actions taken in the performance of his or her duties except where the judgment results from the willful misconduct of the Assistant Public Defender.

2. The parties acknowledge and agree that in accordance with Section 9-102 of the Local Government And Governmental Employees Tort Immunity Act, 745 ILCS 10/9-102, the Employer is empowered and would be directed to pay any tort judgement or settlement for compensatory damages (and may be directed to pay any associated attorney's fees and costs) for which Assistant Public Defenders, while acting within the scope of their employment or while under the direction of the Employer, are liable.

3. The Employer agrees that when Assistant Public Defenders are representing a person at a police station or are traveling to a police station from their worksite or returning from a police station to their worksite, they are acting within the scope of their employment.

4. The parties acknowledge and agree that pursuant to the decision of the Illinois Supreme Court in Venture-Newberg-Perini v. Ill. Workers ' Comp. Comm 'n, 2013 IL 115728, that an employee is covered for injuries arising from three categories of acts: (l) Acts the employer instructs the employee to perform; (2) Acts which the employee has a common law or statutory duty to perform while performing duties for his employer; or (3) Acts which the employee might be reasonably expected to perform incident to his assigned duties.

5. The Employer agrees that Assistant Public Defenders have been and will be instructed by the Employer to represent individuals at police stations within Cook County.

6. The parties acknowledge and agree that in accordance with the Public and Appellate Defender Immunity Act, 745 LCS 19/5 the Employer agrees that no Assistant Public Defender, acting in accordance with directives and duties assigned by the Employer or otherwise acting within the scope of their employment is liable for any damages in tort, contract, or otherwise, in which a plaintiff seeks damages by reason of legal or professional malpractice, except for willful and wanton misconduct.

7. The parties agree to establish a labor-management committee which sole purpose shall be to study and make recommendations on increasing resources and additional Assistant Public Defenders as a result of the new police station assignments. This committee shall consist of AFSCME Council 31 staff and four representatives of AFSCME L-3315 and five representatives of the Employer. Either party may bring experts to the committee from time to time as each may deem necessary. The committee shall meet within thirty (30) days after the effective date of this MOU and shall make recommendations to the Cook County President on increased resources and the hiring of additional Assistant Public Defenders no later than ninety (90) days after the effective date of this MOU.

8. The parties agree that Grievance 17-04-A02 is withdrawn.

MEMORANDUM OF AGREEMENT
POLICE STATION REPRESENTATION UNIT

This is a Memorandum of Agreement between AFSCME Local 3315 and the Law Office of the Cook County Public Defender ("the Employer"). The parties agree that the provisions of this Agreement shall go into effect immediately upon execution by both parties. This Agreement does not affect tentative agreements already reached during current local negotiations.

The Employer will implement a working Unit of attorneys which will respond to clients who request an attorney and who have been taken to the Chicago and Suburban area police districts, villages and municipalities of Cook County, or other locations where individuals are being held in custody by law enforcement. The Public Defender is deemed appointed to these matters pre-tiral, pursuant to the Court Order entered by Chief Judge Timothy Evans on March 14, 2017.

The Unit will be staffed with Assistant Public Defenders 24 hours a day, seven days a week, including holidays. The Unit will be housed at Juvenile Court, 1100 S. Hamilton, Chicago, Illinois, 7th floor.

The attorneys in the Unit can be Grade I or II. Attorneys may bid into the Police Station Representation Unit based on seniority in accordance with Section 5.2 of the parties' existing Collective Bargaining Agreement.

Each attorney will be required to have a valid driver's license. Each attorney may use his or her own car during his or her shifts and will be entitled to mileage per the County's rules. Alternatively, attorneys will have access to a ride-share program provided by the Employer. It is understood by the parties that the ride-share program provided by the Employer may be subject to change and the parties will negotiate a solution should the issue arise. The Employer will make an effort to gain County Car access for use of the Unit. This is subject to availability and negotiations with the County.

The Unit will have access to at least two Employer-provided cell phones per shift. Laptops and any other equipment needed to complete assignments will be provided by the Employer.

There will be three shifts: 7:00 am to 3:00 pm; 3:00 pm to 11:00 pm; and 11:00 pm to 7:00 am. Attorneys assigned to be on call during a shift shall be at Juvenile Court during that shift unless they are responding to a call from a detained individual. Each attorney will be on duty for 4 days and then off duty for 2 days. Each shift will have 3 attorneys assigned to it who will work staggered days so that 2 attorneys will be scheduled to be on duty at all times during each shift.

Each shift of attorneys is responsible for responding to any calls from within the entire Cook County area which are received during the hours set forth above.

An Attorney Supervisor will be on site, or on call, at all times.

Vacation or personal time may be taken pursuant to the CBA; but attorneys in the Unit will not be entitled to County holidays. Attorneys may trade assigned days subject to approval by management. The Employer will pay for a parking pass at Juvenile Court for attorneys assigned to the Unit who use their own cars to respond to calls.

A maximum of 24 months in the Units is allowed, unless need dictates further staffing for periods of transition during the posting of bids or low staffing or the attorney requested extension of time of assignment in the unit.

The assignments will end for each attorney upon completion of a maximum of 24 months unless the attorney requests an extension of the assignment. The attorney will be required to bid out of the Unit to another assignment. If no desirable bid is available, the attorney will be returned to the Division where assigned before his or her move into the Unit.

Management reserves the right to extend the assignment to cover all transition periods pursuant to needs.

The intial assignment of shifts upon creation of the Unit shall be by seniority. Attorneys will rotate shifts every six months. Rotation will be in the order of 7:00 am to 3:00 pm; 3:00 pm to 11:00 pm; and 11:00pm to 7:00 am, subject to Unit scheduling requirements.

Management and the Union will meet after the program has been in effect every three months for the first year to evaluate the program.

Upon execution of this Agreement by the parties, management shall repost the position for at least five work days, in order to allow Grade II attorneys to apply.

SIDE LETTER ON FORENSIC SCIENCE VACANCIES

This side letter shall amend Section 5.3 (b) of the agreement as follows.

Section 5.3 Filing of Vacancies:

b. When filling a vacancy through transfer, the most senior qualified applicant will be selected. No additional application will be completed for lateral transfers except that applicants for a position with the Forensic Science Division may be required to complete an application which demonstrates that they meet the minimum qualifications for that position. Prior to changing the minimum qualifications for a position in the Forensic Science division, management will notify the union of the change and meet to discuss, if requested. The most senior applicant who meets the minimum qualifications for the Forensic Science Division position will be selected. When filling a vacancy through promotion, the most qualified applicant will be selected; in the event the qualifications are relatively equal, seniority will control.

Side Letter
Attorney ARDC Reimbursement

This side letter shall be in effect until November 30, 2021 (life of the contract)

Starting with licensure fees for 2022, Assistant Public Defenders who submit a request for reimbursement for licensure fees to the Attorney Resignation and Disciplinary Commission shall be reimbursed up to two-hundred ($200) dollars. To be eligible for reimbursement, the attorney must provide a receipt showing payment of their fees and complete a reimbursement form provided by the Office of the Public Defender.