

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO
(Health Facilities Locals 1111, 1178 and 1276)**

And

COUNTY OF COOK

December 1, 2008 through November 30, 2012

Effective

January 16, 2013

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is made by and between AFSCME Council 31, with and on behalf of Local 1111, Local 1178 and Local 1276, hereinafter referred to as the "Union" or "AFSCME," and the COUNTY OF COOK, hereinafter referred to as the "County," or the "Employer."

ARTICLE I **Recognition**

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the John H. Stroger, Jr. Hospital of Cook County, Oak Forest Hospital, Provident Hospital, Cermak Health Services, Ambulatory and Community Health Network ("ACHN"), Ruth M. Rothstein CORE Center, Department of Public Health facilities and the Office of the Medical Examiner in the job classifications set forth in Appendix A of this Agreement, except those employees working less than twenty (20) hours per week and excluding all confidential employees, technical, professionals, supervisors and all Personnel Department Employees. It is understood by the parties that the unit may be modified subsequently under the procedures of the Illinois Public Labor Relations Act.

Section 1.2 Union Membership:

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

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

Section 1.3 Dues Check off:

- A. Deductions: The Employer agrees to deduct from the pay of those employees who individually sign a written authorization the following:
1. Union membership dues, initiation fee required as a condition of membership, or a representation fee.
 2. Union sponsored dental plan.
 3. P.E.O.P.L.E. Deduction.

The request shall be on a form agreed to by the parties. The amounts deducted shall be set by the Union.

- B. Remittance: The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

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

Section 1.4 "Fair Share"

1. The County agrees to grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will have within thirty (30) days of their employment by the County either (1) to become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.
5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

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

will, on a quarterly basis, furnish a written receipt to the Union that such payment has been made.

Section 1.6 Indemnification:

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

Section 1.7 Bargaining Unit Work:

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

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 Community Interest:

The parties acknowledge the interest of the general community in the medical care offered by the County and its employees, and declare their intent that this humanitarian service shall not be interrupted by reason of any dispute or disagreement among the Union, the Hospital or its employees. The purpose of this Agreement is to establish and maintain harmony and cooperation between the Hospital and the employees by setting forth the complete understanding between the County and Union with respect to wages, hours and other terms and conditions of employment of such employees, and to provide an orderly procedure for the prompt and fair disposition of any grievances that might arise, thereby assuring patients at the Hospital that, with the flexibility in the use of Hospital personnel provided herein, they will receive efficient and uninterrupted care at all times.

Section 2.2 County Authority - Locals 1111 and 1178:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments;

to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

Section 2.3. County Authority - Local 1276:

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 and express terms of this Agreement, to the extent permitted by law.

Section 2.4 County Obligation:

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

Section 2.5 Union and County Meetings:

For the purpose of maintaining communications between labor and management, in order to cooperatively discuss and solve problems of mutual concern, each Local Union and the County agree to meet quarterly through designated representatives. Each Local Union and County shall designate not more than five (5) representatives to the Labor/Management Committee. The party requesting such meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. A date and location for the meeting will be mutually agreed to by the parties.

Section 2.6 Union and County Meetings Respecting Health Care:

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

ARTICLE III
Hours of Work and Overtime

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Regular Work Periods:

The regular pay period for an employee shall consist of two (2) regular work weeks. The regular work day for an employee shall consist of eight (8) consecutive hours of work, including a one (1) hour paid lunch period, or a paid forty-five (45) minute lunch and a fifteen (15) minute break, whichever is applicable, all within the twenty-four (24) hour period beginning at his/her starting time.

For Local 1178 lunch and break periods currently in effect will remain in effect.

It is understood that the Employer may establish schedules for Clinic Employees which depart from their normally scheduled workday or workweek in order to meet patient needs and/or the operational needs of the Clinic. In such circumstances, the Clinic shall, where reasonably practicable, give two (2) weeks advance notice of a change to the Employee and the Union. Where possible, employees shall be allowed to select hours, taking into consideration the needs of the Clinic. The normally scheduled work week will consist of no more than forty (40) hours.

Requests by employees for flex time schedules shall be granted where practicable to do so. The scheduling of flex time shall be by mutual arrangement between the employee and his/her supervisor. If operational needs permit the granting of some, but not all such requests, priority shall be given to the employee who the Union and the Employer find has the greatest personal need.

Requests by employees for flex time schedules shall be in writing and shall state the basis for such request. Requests shall be submitted thirty (30) days in advance of the commencement of the requested flex schedule. The above thirty (30) day notice requirement may be waived by the employer in the event of an emergency, however the employee shall provide as much written notice as is reasonable under the circumstances. All denials of flex time shall be in writing within ten (10) working days to the employee. All denials shall be accompanied with the reason for the denial.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular work period. Employees shall not be laid off from their regularly scheduled hours of work to avoid payment of overtime. The County will continue its pattern of not ordinarily scheduling more than five (5) consecutive work days

without consecutive days off. Hours in a pay status, with the exception of sick time, shall count as time worked in computing overtime.

Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The number of hours for which an employee is paid, but which are not worked on a regular holiday, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.

Section 3.5 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees of the bargaining unit who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked; but the County will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The County shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

**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 ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 4.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment at the John H. Stroger, Jr. Hospital of Cook County, ACHN, Provident Hospital facilities, Oak Forest Hospital facility a Cermak, Department of Public Health, Medical Examiner, and Ruth M. Rothstein CORE Center, since his/her last hiring date as a full-time employee and as a regular part-time employee entitled

to benefits pursuant to Article 5, Section 5.5. Seniority for such regular part-time employees shall be prorated.

Section 4.3 Promotion, Transfer, Layoff and Recall:

In cases of promotion and transfer, employees shall have first preference in order of their seniority, as hereinafter provided in Sections 4.5, 4.6, and 4.7 of this Article provided that the employee has the ability and fitness to perform the required work. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority and recalled in order of seniority; provided, however, that the County may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work. For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

In cases where an employee files applications for multiple job openings and accepts an offer of promotion or transfer, all other applications filed by that employee will be considered void. Such employee cannot delay acceptance of a position while awaiting future offers and must declare his/her intent to accept an offer of promotion or transfer in writing within ten (10) days, or the offer will be considered waived.

Section 4.4 Reduction in Work Force:

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be removed from it in inverse order of seniority. The affected employees and the Local Union shall be given notice thereof at least thirty (30) days prior to the effective date. In the event there is an elimination of positions within any classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in that classification within the work location (Department - Locals 1111 and 1276 and Division - Local 1178). The least senior employee displaced in the work location shall be placed in the position of the least senior employee in the classification in the bargaining unit. An employee may, in lieu of bumping to a position outside of the employee's work site, choose to be placed in a vacant position in the next lower classification at his/her work site. In the event that no such vacancy exists said employee may choose to bump the least senior employee in the next lower classification at the work site.

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

In the event there are not enough such openings, the employee will be offered positions in any other classification within the bargaining unit in which there is a vacancy, or which is filled by an employee who has not completed the probationary period, all in accordance with the seniority provisions of this Agreement. In the event there are not vacancies within the bargaining unit,

employees will be offered any other vacancies under the jurisdiction of the Employer. Where the Employer is obligated to fill positions outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purposes of this paragraph.

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

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to recall in accordance with the recall provisions of this Agreement before hiring new employees. Employees will be recalled to the classification held by them at the time a decrease in work force is first put into effect, if a vacancy exists. Employees otherwise will be recalled 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 of the foregoing is conditioned upon the employee's ability and fitness, to perform the job.

Section 4.5 Promotion and Shift Assignment Other Than ACHN Employees - Locals 1111 and 1276:

Employees in the same job classification and in the same department or division, but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article. Jobs therefore will be posted electronically, if possible, and in the department or division for a period of five (5) calendar days. In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the department or division with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

Jobs not filled by way of shift changes from within the clinic or administrative unit shall thereafter be posted electronically, if possible, and at each facility within the Bureau of Health for a period of fourteen (14) consecutive calendar days, with preferential consideration given in accordance with Section 4.3 of this Article to employees in the Local Union in an equal or lower paying classification within the division, within the department, then within the facility and finally throughout the Bureau of Health. Employees in higher paying classifications within the Bureau of Health in the Local Union may also make application during the fourteen (14) day posting period and will be considered for placement into a lower paying classification in accordance with Section 4.3 of this Article. In the event the job remains unfilled, it will be posted as open for general application.

The Employer in its discretion may at one or more of its facilities determine that shift assignment postings and promotional postings may be done concurrently. In the event that shift assignment postings and promotional postings are done concurrently, such posting may be removed after

five (5) calendar days if the job is filled by an employee in the same job classification and in the same department or division, but on a different shift.

The posting, promotion and shift assignment procedure currently practiced at the Office of the Medical Examiner will remain in effect and, if possible, openings also will be posted electronically. All jobs will be posted for fourteen (14) consecutive calendar days.

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

Section 4.6 Promotion and Shift Assignment - Local 1178:

Vacant positions shall be posted electronically, if possible, and concurrently on all posted boards in the Bureau of Health for a total of fourteen (14) consecutive days. Employees in the same job classification and in the same Department (Clinic) or Division (Region), but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article.

Consideration will be given to Department (Clinic)/Division (Region) employees who have submitted a Transfer Application to the Personnel Department within the prescribed time limits. These employees will be given consideration in two (2) groups. The first group will consist of employees who are in the bargaining unit and belong to the Department (Clinic) in which the vacancy occurs. The second group will consist of employees who are in the bargaining unit and belong to the same Division (Region) as the Department (Clinic) in which the vacancy occurs.

If no applicant is selected from the Department (Clinic)/Division (Region) employees, Transfer Applications from other employees within the bargaining unit will be considered. A comprehensive list of Departments (Clinics) and Divisions (Regions) is contained in Appendix B of this Agreement.

In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the Department (Clinic) or Division (Region) with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

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

Section 4.7 Promotion and Shift Assignment for ACHN Employees - Locals 1111 and 1276:

Employees in the same job classification and in the same clinic or administrative unit, but on a different shift, will first be given preferential consideration for a change in shifts in accordance with Section 4.3 of this Article. Jobs therefore will be posted in the clinic or administrative unit for a period of five (5) calendar days. In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification

and in the clinic or administrative unit with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires.

Jobs not filled by way of shift changes from within the clinic or administrative unit shall thereafter be posted at each facility within the Bureau of Health for a period of fourteen (14) consecutive calendar days, with preferential consideration given to employees in Local Unions 1111 and 1276 in an equal or lower paying classification within the clinic or administrative unit, then the region, then the Hub facility, then ACHN and finally throughout the Bureau of Health by bargaining unit. Employees in higher paying classifications within the Bureau of Health in the Local Unions 1111 and 1276 may also make application during the fourteen (14) day posting period and will be considered for placement into a lower paying classification. In the event the job remains unfilled, it will be posted as open for general application.

The Employer in its discretion may at one or more of its facilities determine that shift assignment postings and promotional postings may be done concurrently. In the event that shift assignment postings and promotional postings are done concurrently, such posting may be removed after five (5) calendar days if the job is filled by an employee in the same job classification and in the same department or division, but on a different shift.

Section 4.8 Return to Former Job:

An employee who has been promoted to another job within the represented unit may be returned by the Employer to his/her former job or equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 4.9 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit, shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which promoted or transferred out of the unit.

Section 4.10 Seniority List:

On December 1st and June 1st of each year, the County will furnish each Local Union a list showing the name, number, address, classification and last hiring date of each employee. The County shall post a similar list without employee addresses. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct. The County will furnish each Local Union monthly reports of any changes to such list. After furnishing any such list an employee must notify the County of any error within ten (10) calendar

days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein, provided that no changes in the hiring dates furnished in the original list will be permitted. 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 4.11 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 designee during such period of the reason for the absence, unless the employee has a reasonable explanation 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 a reasonable explanation for such failure to report for work;
- (e) absence from work because of layoff or any other reason for twenty-four (24) months 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 notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works; or
- (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 4.12 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 11.6 of this Agreement shall not be transferred from their job classification or departments because of their activities on behalf of

the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.13 Vacancy:

A vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged or when new positions are created. However, the Employer retains the sole discretion to determine whether or not and when such vacancy, if any, will be filled.

A status report on posted positions vacant for more than ninety (90) days shall be provided as part of routine labor management meetings or upon written request from the Union to the department's Human Resources Unit.

**ARTICLE V
Rates of Pay**

Section 5.1 Job Classification/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective 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.

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

Effective with the first full pay period, on or after January 1, 2011	2.25%
Effective with the first full pay period, on or after June 1, 2012	3.75%

Section 5.2 New, Changed or Misclassification; Job Audit/Classification Review:

- A. During the term of this Agreement, the County may establish new and changed job classifications, provided that a major alteration of the classification structure shall not be made. The County 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, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include reclassification in the forth-coming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.

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

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

- D. When any classification is eliminated from the budget, the Union shall be notified and have an opportunity to discuss the reason for elimination and its effects on employees.

Section 5.3 Classification and Grade Changes:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement the following rules shall apply:

- A. Promotions: An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that: --
1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
 2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification.

In all cases of promotion, the effective date will set a new anniversary date.

- B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employees shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date.

In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 1960 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4 Shift Differential:

All employees will be paid a premium of sixty-five cents (65¢) per hour for all hours worked between 3 p.m. and 7 a.m. In addition, employees working a 12 a.m. to 8 a.m. shift as of the date of this Agreement shall receive differential for the last hour worked as long as they remain incumbents of that shift.

Section 5.5 Part-Time Employees:

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. All part-time employees shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalent of the required service (specified in Appendix A) since their last advancement of a step or placement therein. Part-time employees regularly employed for twenty (20) or more hours a week shall be entitled to some benefits on a pro rata basis. Disability and pension

benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan.

ARTICLE VI Holidays

Section 6.1 Regular Holidays:

The following are regular holidays:

New Year's Day	Lincoln's Birthday
Presidents' Day	Martin Luther King's Birthday
Fourth of July	Memorial Day
Columbus Day	Labor Day
Thanksgiving Day	Veteran's Day Christmas Day

The Office of the Medical Examiner will continue to observe Pulaski Day.

Section 6.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Working Holidays:

Because the County operates every day of the year and it is not possible for all employees to be off duty the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 6.1 of this Article. Any employee who works on a holiday shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate. It is understood that eight (8) hours of holiday time earned may be taken as compensatory time off by mutual agreement between the Department and the employee. Such time should be used within forty-five (45) days of being earned.

Section 6.4 Holidays and 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 6.5 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

Section 6.6 Holiday Pay:

Employees eligible for holiday pay shall be paid eight (8) hours pay, including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

Section 6.7 Floating Holiday:

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

**ARTICLE VII
Vacations**

Section 7.1 Eligibility:

- A. Vacation credit for employees other than those in the Cook County Department of Public Health and Medical Examiner's office shall be earned each twenty-eight (28) day period (i.e. accounting period) that an employee is in an active pay status for at least eight (80) straight-time hours. The amount of annual paid vacation will be according to the following schedule:

<u>Service</u>	<u>Vacation</u>
1 year	3 weeks
5 years	4 weeks
10 years	5 weeks

Employees employed for six (6) months shall be entitled to one (1) week vacation with pay, which shall be deducted from the three (3) weeks vacation with pay to which they are entitled after one (1) year.

During the employee's first four (4) years of service, vacation credit will accrue at the rate of one and one quarter ($1\frac{1}{4}$) days per month (1.16 days per accounting period); during the next five (5) years at the rate of one and two thirds ($1\frac{2}{3}$) days per month (1.54 days per accounting period); and thereafter at the rate of two and one half ($2\frac{1}{2}$) days per month (1.93 days per accounting period). In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

- B. For Cook County Department of Public Health employees, eligibility and accrual shall be as follows:

<u>Service</u>	<u>Vacation</u>
1 year	3 weeks
5 years	4 weeks
10 years	5 weeks

Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

During the employee's first four (4) years of service, vacation credit will accrue at the rate of 0.5770 days per pay period; during the next five (5) years at the rate of 0.7693 days per pay period and thereafter at the rate of 0.9616 days per pay period. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

- C. For employees in the Office of the Medical Examiner, eligibility and accrual shall be as follows:

<u>Service</u>	<u>Vacation</u>
1 year	2 weeks
7 years	3 weeks
15 years	4 weeks

Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.

During the employees first six (6) years of service, vacation credit will accrue at the rate of 0.3847 days per pay period; during the next eight (8) years at the rate of 0.5770 days per pay period and thereafter at the rate of 0.7693 days per pay period. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.

Section 7.2 Eligibility, Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his/her most recent date of hire. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the next twenty-four (24) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

Section 7.3 Vacation Pay:

Vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least four (4) months prior to the time the vacation is taken. Employees so assigned to evening shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

Section 7.4 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts between employees covered by this Agreement at the time of scheduling vacation periods; except that an employee may not exercise seniority preference for vacation choice more than once in a calendar year unless other employees involved have also previously used such preference.

On February 1st and August 1st of each year, each department will post a schedule on each unit or area showing the number of employees who will be permitted to be on vacation at any one time on the unit or area during the six (6) months beginning respectively on April 1st and October 1st. By March 1st and September 1st respectively, employees will indicate their first, second and third choices. The department will schedule vacations based on seniority preference and notify employees in writing of their approved vacation time no later than ten (10) calendar days prior to April 1st and October 1st respectively. When two (2) weeks' notice is given, vacation periods may be exchanged or changed by employees when time is available on the posted schedule.

Written requests will be approved or denied in writing on a first come basis consistent with numbers of employees who will be permitted to be on vacation at one time; approval or denial will be submitted as soon as possible after the request is made, but in no case will the approval or denial be delayed for more than fifteen (15) days after the request is made. Emergency requests will be granted whenever possible. Employees who begin work on a unit or area after March 1st or September 1st will be considered for that six (6) month period to have the least seniority for vacations in the new department or unit.

Section 7.5 Accrued Benefits at Separation:

Upon termination of employment, the employee shall be paid all vacation, holiday and overtime pay accrued through the last day worked, but shall not be paid for any accumulated sick time.

Section 7.6 Prior Service Credit:

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 Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, 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.

**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.
- 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.
- 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. Dependent children shall be eligible for health insurance benefits in accordance with applicable federal and state law.

Section 8.2 Sick Pay:

Employees except those in the Office of the Medical Examiner and the Cook County Department of Public Health, shall accumulate sick pay credits at the rate of 0.93 days per accounting period, in other words every other pay period. Sick pay credit shall be earned each twenty-eight (28) day period that an employee is in active pay status for at least eighty (80) hours. Employees in the Office of the Medical Examiner and the Cook County Department of Public Health 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.

Employees may accumulate and carry over to the next fiscal year a maximum of one hundred seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees, shall not be disciplined for the bona fide use of sick time.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her 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 his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. 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, provided they are in no-pay status at that date. If an employee receives accrued salary beyond the thirty-first (31st) day then disability payment will not begin until the first (1st) day the employee is in no-pay status after the thirty (30) days have expired. 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. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

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:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

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 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 8.11 Insurance Opt-Out:

Effective the first full pay period after December 1st of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account.

Eligible employees and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt-out program.

Section 8.12 Personal Support Program (PSP):

In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program. 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 Pay:

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

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 9.2 Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 9.3 Election Day:

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

Section 9.4 Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Chief Administrative Officer of the County.

Such requests shall be paid out of available funds if the course(s) is/are related to the work the employee currently performs or to career advancement in the County.

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 9.5 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 Department Head. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

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

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, 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 anniversary date.

Section 10.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves or any extensions thereof shall be handled in the manner specified in Section 10.1 of this Article, and shall not be denied for periods of bona fide disability.

Section 10.3 Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 10.4 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 10.1 or 10.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 10.5 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence

except for maternity or paternity leave, will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital'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 10.6 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. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.4 of this Article.

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

Convention delegates as per the following per local:

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

One per additional thousand or fraction thereof.

Section 10.7 Military Leave:

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

Section 10.8 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 10.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

Section 10.10 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 or alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at steps three (3) and four (4) to the County's Director of Human Resources or his/her designee.

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

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

Section 11.3 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. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step three (3) by a Union representative.

Section 11.4 Grievance Procedure Steps:

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

<u>Step</u>	<u>To Whom Limit This Step</u>	<u>Time Limits Submitted</u>	<u>Meeting</u>	<u>Response</u>
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/ Designee	5 days	10 days
3	10 days	Chief, Human Resources/ Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step four (4). Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Section 11.6 Stewards:

The Union will advise the County in writing of the names of the stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances in the appropriate steps of the grievance

procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed one day with pay and one day without pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Nothing shall prevent an employee from using accumulated benefit time to cover such absences. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

Section 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the Hospital for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Hospital's Director/Designee or County Department Head (Local 1276) in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee or County Department Head (Local 1276) to enter the Hospital and conduct their business so as not to interfere with the operation of the Hospital. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital and medical office rules applicable to non-employees.

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step three (3) answer, it may within thirty (30) days after receipt of the Step three (3) answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the Union. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

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

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

If 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 11.9 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 11.10 Advance Step Filing:

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

Section 11.11 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 day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

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

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

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

ARTICLE XII

Discipline

Section 12.1 General:

It is expressly understood and agreed that the County has the sole right to establish, implement, and modify reasonable Rules and Regulations governing employee conduct.

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the County is aware of the conduct or event giving rise to the discipline and after the County has had a reasonable period of time to investigate the matter.

Section 12.2 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. The employer shall, in circumstances of a non-emergency nature, make reasonable effort to notify a union representative prior to removing the employee from the work site.

Section 12.3 Form of Discipline:

The County and Union agree with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps and should be timely, progressive and accompanied by counseling:

Verbal reprimand

Written reprimand
Suspension
Discharge

In determining what disciplinary action is appropriate, the County will consider factors such as the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or discharge.

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 12.4 Training:

The County will train supervisors in the administration of its Disciplinary Action Policy and Procedure.

Section 12.5 Representation:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure.

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

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

Section 12.6 Representation at Security Investigations:

Employees detained by John H. Stroger, Jr. Hospital of Cook County Security, Provident Hospital Security or Oak Forest Hospital Security shall be entitled to Union representation. Before interviewing an employee, Security shall notify the Union to be present at the interview.

Section 12.7 Pre-disciplinary Meeting:

There shall be a pre-disciplinary meeting for suspensions and discharges. The Employer shall notify the union and the employee of a pre-disciplinary meeting and the reason for same and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting the employee and/or the union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting.

**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 at the Hospital, 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; and
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the 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 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 Reservation 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 procedures provided in this Agreement be first exhausted.

**ARTICLE XIV
Miscellaneous**

Section 14.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

It is the policy of the County of Cook that applicants for employment 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.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, religion, national origin, political belief, sex, age, disability, or marital status.

Section 14.2 Safety:

- A. **General:** The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in sub-section B of this Section.
- B. **Health and Safety Committee:** The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

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

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

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

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

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

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 reasonably believes that she/he has become infected with TB, HIV or Hepatitis B during the course of his/her employment. The Employer 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 or TB screening test vaccine at no cost to the employee.

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 non-privileged information and shall develop a comprehensive policy/policies to be applied to specific work places. The County 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.

Section 14.3 Doctor's Statement:

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness, and may be required to undergo examination by the Facility's or 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 valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

Where the County's or Facility's physician has a question about the employee's ability to return to work that necessitates receipt of further information from the employee's physician or referral to a third physician for evaluation of the employee's fitness to return, the County and employee must act as expeditiously as practicable so as to avoid unnecessary delay in the employee's return to work. If the employee complies with the County's requests regarding release of information from his or her treating physician or referral to a third physician, the County agrees that upon receipt of the information from the treating physician, or report from the third physician, it will promptly determine whether or not an employee is fit to return to duty and that such decision will generally be made within fourteen (14) days of receipt of the information.

Section 14.4 Voluntary Workers:

Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary contribution to the welfare of patients and to the operation of the Hospital. Also, the Hospital engages in education and research which involve persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services, and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers.

Section 14.5 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

Section 14.6 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 14.7 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.

Section 14.8 Partial Invalidity:

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable, as a matter of law, 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 14.9 Sub-Contracting:

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

Section 14.10 Upward Mobility Program:

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

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services. Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME.

- B. Needs Assessment. The Advisory Committee shall undertake a needs assessment, based upon the goals enumerated in sub-section A, and shall make a recommendation to the parties not later than June 1st of each year of this agreement. Such requests shall include a needs request for the fiscal year commencing December 1st of each calendar year, and shall include a discussion of the value of such program. If funds are allocated by the

County Board, they shall be for the purpose of establishing need training initiatives, as outlined in Section 14.1 of this Article, and are designed to supplement existing employer training and development programs.

Section 14.11 Job Opportunities/Posting - Local 1276:

The County agrees to work with a committee representing Local 1276 to develop a system of posting which would provide notice of job opportunities among the four bargaining units represented by Local 1276.

In addition, the parties would work on developing a system of preferential treatment for members of the Local, where practical.

Section 14.12 Day Care:

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

Section 14.13 Travel Reimbursement:

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

Section 14.14 Call-Back Pay:

Telephone Operators called back to work by the Hospital shall be paid a minimum of two (2) hours pay.

Section 14.15 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 be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 14.16 Americans with Disabilities Act:

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

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

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

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

Section 14.17 Bilingual Pay:

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

Section 14.18 Direct Deposit:

The County will implement a direct deposit program to the bank of the employee's choice when it is capable of doing so, however, in no event later than January 1, 1998. The receiving bank must be capable of receiving direct deposit.

Section 14.19 Contract Implementation:

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

Section 14.20 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) 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 institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

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

Section 14.21 Personnel Records:

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

Section 14.22 Mass Transit Benefit Program:

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

Section 14.23 Personnel Rule Changes:

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

**ARTICLE XV
Duration**

Section 15.1 Term:

This Agreement shall become effective on December 1, 2008, and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Section 15.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 500, with a copy to the County's Chief of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Avenue, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 16th day of January, 2013:

COUNTY OF COOK:

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

Attest: David Orr
DAVID D. ORR
Cook County Clerk

UNION: American Federation of State, County and Municipal Employees (AFSCME)
Council 31 for and on behalf of Locals 1111, 1178 and 1276:

Benjamin Woodlee, President
Adam Rodriguez
Jose Rodriguez
Chandra
Beverly Esters

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JAN 16 2013

Effective January 1, 2011

SCHEDULE I-AFSCME
BUREAU OF HUMAN RESOURCES
AFSCME MEMBERS ONLY

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC			
9	Hourly	13,271	14,423	15,037	15,676	16,343	17,037	17,505	17,855	18,748	17,037	17,505	17,855	18,748	
	Bi-Weekly Annual	1,061.68 27,603	1,153.84 29,999	1,202.96 31,276	1,254.08 32,606	1,307.44 33,993	1,362.96 35,436	1,400.40 36,410	1,428.40 37,138	1,499.84 38,995	1,400.40 36,410	1,428.40 37,138	1,499.84 38,995	1,499.84 38,995	
10	Hourly	14,216	15,450	16,106	16,790	17,504	18,249	18,751	19,126	20,082	18,249	18,751	19,126	20,082	
	Bi-Weekly Annual	1,137.28 29,569	1,236.00 32,136	1,288.48 33,500	1,343.20 34,923	1,400.32 36,408	1,459.92 37,957	1,500.08 39,002	1,530.08 39,782	1,606.56 41,770	1,500.08 39,002	1,530.08 39,782	1,606.56 41,770	1,606.56 41,770	
11	Hourly	15,251	16,575	17,279	18,013	18,779	19,578	20,117	20,519	21,544	20,117	20,519	20,519	21,544	
	Bi-Weekly Annual	1,220.08 31,722	1,326.00 34,476	1,382.32 35,940	1,441.04 37,467	1,502.32 39,060	1,566.24 40,722	1,609.36 41,843	1,641.52 42,679	1,723.52 44,811	1,609.36 41,843	1,641.52 42,679	1,723.52 44,811	1,723.52 44,811	
12	Hourly	16,333	17,752	18,506	19,293	20,113	20,967	21,544	21,975	23,074	21,544	21,975	21,975	23,074	
	Bi-Weekly Annual	1,306.64 33,972	1,420.16 36,924	1,480.48 38,492	1,543.44 40,129	1,609.04 41,835	1,677.36 43,611	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,845.92 47,993	
13	Hourly	17,493	19,011	19,819	20,662	21,540	22,455	23,073	23,534	24,711	23,073	23,534	23,534	24,711	
	Bi-Weekly Annual	1,399.44 36,385	1,520.88 39,542	1,585.52 41,223	1,652.96 42,976	1,723.20 44,803	1,796.40 46,706	1,845.84 47,991	1,882.72 48,950	1,976.88 51,398	1,845.84 47,991	1,882.72 48,950	1,976.88 51,398	1,976.88 51,398	
14	Hourly	18,781	20,412	21,279	22,183	23,126	24,109	24,771	25,267	26,531	24,771	25,267	25,267	26,531	
	Bi-Weekly Annual	1,502.48 39,064	1,632.96 42,456	1,702.32 44,260	1,774.64 46,140	1,850.08 48,102	1,928.72 50,146	1,981.68 51,523	2,021.36 52,555	2,122.48 55,184	1,981.68 51,523	2,021.36 52,555	2,122.48 55,184	2,122.48 55,184	

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
15	Hourly Bi-Weekly Annual	20,219 1,617.52 42,055	21,078 1,686.24 43,842	21,974 1,757.92 45,705	22,907 1,832.56 47,646	23,880 1,910.40 49,670	24,896 1,991.68 51,783	24,896 1,991.68 51,783	25,954 2,076.32 53,984	26,668 2,133.44 55,469	27,202 2,176.16 56,580	28,561 2,284.88 59,406	28,561 2,284.88 59,406	28,561 2,284.88 59,406	28,561 2,284.88 59,406
16	Hourly Bi-Weekly Annual	21,705 1,736.40 45,146	22,627 1,810.16 47,064	23,588 1,887.04 49,063	24,590 1,967.20 51,147	25,635 2,050.80 53,320	26,725 2,138.00 55,588	26,725 2,138.00 55,588	27,861 2,228.88 57,950	28,627 2,290.16 59,544	29,200 2,336.00 60,736	30,660 2,452.80 63,772	30,660 2,452.80 63,772	30,660 2,452.80 63,772	30,660 2,452.80 63,772
17	Hourly Bi-Weekly Annual	23,293 1,863.44 48,449	24,282 1,942.56 50,506	25,314 2,025.12 52,653	26,390 2,111.20 54,891	27,511 2,200.88 57,222	28,681 2,294.48 59,656	28,681 2,294.48 59,656	29,900 2,392.00 62,192	30,722 2,457.76 63,901	31,337 2,506.96 65,180	32,903 2,632.24 68,438	32,903 2,632.24 68,438	32,903 2,632.24 68,438	32,903 2,632.24 68,438
18	Hourly Bi-Weekly Annual	24,950 1,986.00 51,896	26,010 2,080.80 54,100	27,116 2,169.28 56,401	28,268 2,261.44 58,797	29,469 2,357.52 61,295	30,722 2,457.76 63,901	30,722 2,457.76 63,901	32,028 2,562.24 66,618	32,908 2,632.64 68,448	33,567 2,685.36 69,819	35,245 2,819.60 73,309	35,245 2,819.60 73,309	35,245 2,819.60 73,309	35,245 2,819.60 73,309
19	Hourly Bi-Weekly Annual	27,367 2,189.36 56,923	28,531 2,282.48 59,344	29,744 2,379.52 61,867	31,007 2,480.56 64,494	32,325 2,586.00 67,236	33,700 2,696.00 70,096	33,700 2,696.00 70,096	35,132 2,810.56 73,074	36,098 2,887.84 75,083	36,820 2,945.60 76,585	38,662 3,092.96 80,416	38,662 3,092.96 80,416	38,662 3,092.96 80,416	38,662 3,092.96 80,416
20	Hourly Bi-Weekly Annual	30,052 2,404.16 62,508	31,329 2,506.32 65,164	32,661 2,612.88 67,934	34,049 2,723.92 70,821	35,496 2,839.68 73,831	37,004 2,960.32 76,968	37,004 2,960.32 76,968	38,577 3,086.16 80,240	39,638 3,171.04 82,447	40,431 3,234.48 84,096	42,452 3,396.16 88,300	42,452 3,396.16 88,300	42,452 3,396.16 88,300	42,452 3,396.16 88,300
21	Hourly Bi-Weekly Annual	33,026 2,642.08 68,694	34,430 2,754.40 71,614	35,893 2,871.44 74,657	37,418 2,993.44 77,829	39,008 3,120.64 81,136	40,666 3,253.28 84,585	40,666 3,253.28 84,585	42,394 3,391.52 88,179	43,560 3,484.80 90,604	44,431 3,554.48 92,416	46,653 3,732.24 97,038	46,653 3,732.24 97,038	46,653 3,732.24 97,038	46,653 3,732.24 97,038
22	Hourly Bi-Weekly Annual	36,243 2,899.44 75,385	37,782 3,022.56 78,586	39,388 3,151.04 81,927	41,062 3,284.96 85,408	42,807 3,424.56 89,038	44,626 3,570.08 92,822	44,626 3,570.08 92,822	46,523 3,721.84 96,767	47,802 3,824.16 99,428	48,758 3,900.64 101,416	51,196 4,095.68 106,487	51,196 4,095.68 106,487	51,196 4,095.68 106,487	51,196 4,095.68 106,487

<u>GD</u>	ENTRY RATE	AFTER 1					AFTER 2 YEARS AT 5TH STEP	AFTER 1		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP		YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
23	38,013	39,629	41,313	43,069	44,899	46,807	48,797	50,138	51,141	53,699
	3,041.04	3,170.32	3,305.04	3,445.52	3,591.92	3,744.56	3,903.76	4,011.04	4,091.28	4,295.92
	79,067	82,428	85,931	89,583	93,389	97,358	101,497	104,287	106,373	111,693

Effective June 1, 2012

SCHEDULE I-AFSCME
BUREAU OF HUMAN RESOURCES
AFSCME MEMBERS ONLY

GD	ENTRY RATE	AFTER 1				AFTER 2				AFTER 1			AFTER 1			AFTER 1		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV		
9	Hourly	13,769	14,354	14,964	15,601	16,264	17,676	18,161	19,451	18,161	18,525	19,451	18,161	18,161	18,525	19,451		
	Bi-Weekly Annual	1,101.52	1,148.32	1,197.12	1,248.08	1,301.12	1,414.08	1,452.88	1,556.32	1,452.88	1,482.00	1,556.32	1,452.88	1,452.88	1,482.00	1,556.32		
10	Hourly	14,749	15,376	16,029	16,710	17,420	18,933	18,160	20,835	19,454	19,843	20,835	19,454	19,843	20,835			
	Bi-Weekly Annual	1,179.92	1,230.08	1,282.32	1,336.80	1,393.60	1,514.64	1,452.80	1,666.80	1,556.32	1,587.44	1,666.80	1,556.32	1,587.44	1,666.80			
11	Hourly	15,823	16,495	17,197	17,927	18,688	20,312	19,483	22,352	20,871	21,288	22,352	20,871	21,288	22,352			
	Bi-Weekly Annual	1,265.84	1,319.60	1,375.76	1,434.16	1,495.04	1,624.96	1,558.64	1,788.16	1,669.68	1,703.04	1,788.16	1,669.68	1,703.04	1,788.16			
12	Hourly	16,945	17,667	18,418	19,200	20,016	21,753	20,867	24,492	22,352	22,799	23,939	22,352	22,799	23,939			
	Bi-Weekly Annual	1,355.60	1,413.36	1,473.44	1,536.00	1,601.28	1,740.24	1,669.36	1,915.12	1,788.16	1,823.92	1,915.12	1,788.16	1,823.92	1,915.12			
13	Hourly	18,149	18,920	19,724	20,562	21,437	23,297	22,348	26,638	23,938	24,417	25,638	23,938	24,417	25,638			
	Bi-Weekly Annual	1,451.92	1,513.60	1,577.92	1,644.96	1,714.96	1,863.76	1,787.84	2,051.04	1,915.04	1,953.36	2,051.04	1,915.04	1,953.36	2,051.04			
14	Hourly	19,485	20,314	21,177	22,077	23,015	25,013	23,993	28,254	25,700	26,215	27,526	25,700	26,215	27,526			
	Bi-Weekly Annual	1,558.80	1,625.12	1,694.16	1,766.16	1,841.20	2,001.04	1,919.44	2,202.08	2,056.00	2,097.20	2,202.08	2,056.00	2,097.20	2,202.08			

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERV			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERV			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERV		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YRS SERV	LONGEVITY RATE	YRS SERV	LONGEVITY RATE	YRS SERV	LONGEVITY RATE	YRS SERV		
15	Hourly Bi-Weekly Annual	20,977 1,678.16 43,632	21,868 1,749.44 45,485	22,798 1,823.84 47,419	23,766 1,901.28 49,433	24,776 1,982.08 51,534	26,927 2,154.16 56,008	27,668 2,213.44 57,549	28,222 2,257.76 58,701	29,632 2,370.56 61,634					
16	Hourly Bi-Weekly Annual	22,519 1,801.52 46,839	23,476 1,878.08 48,830	24,473 1,957.84 50,903	25,512 2,040.96 53,064	26,596 2,127.68 55,319	28,906 2,312.48 60,124	29,701 2,376.08 61,778	30,295 2,423.60 63,013	31,810 2,544.80 66,164					
17	Hourly Bi-Weekly Annual	24,166 1,933.28 50,265	25,193 2,015.44 52,401	26,263 2,101.04 54,627	27,380 2,190.40 56,950	28,543 2,283.44 59,369	31,021 2,481.68 64,523	31,874 2,549.92 66,297	32,512 2,600.96 67,624	34,137 2,730.96 71,004					
18	Hourly Bi-Weekly Annual	25,886 2,070.88 53,842	26,985 2,158.80 56,128	28,133 2,250.64 58,516	29,328 2,346.24 61,002	30,574 2,445.92 63,593	33,229 2,658.32 69,116	34,142 2,731.36 71,015	34,826 2,786.08 72,438	36,567 2,925.36 76,059					
19	Hourly Bi-Weekly Annual	28,393 2,271.44 59,057	29,601 2,368.08 61,570	30,859 2,468.72 64,186	32,170 2,573.60 66,913	33,537 2,682.96 69,756	36,449 2,915.92 75,813	37,452 2,996.16 77,900	38,201 3,056.08 79,458	40,112 3,208.96 83,432					
20	Hourly Bi-Weekly Annual	31,179 2,494.32 64,852	32,504 2,600.32 67,608	33,886 2,710.88 70,482	35,326 2,826.08 73,478	36,827 2,946.16 76,600	40,024 3,201.92 83,249	41,124 3,289.92 85,537	41,947 3,355.76 87,249	44,044 3,523.52 91,611					
21	Hourly Bi-Weekly Annual	34,264 2,741.12 71,269	35,721 2,857.68 74,299	37,239 2,979.12 77,457	38,821 3,105.68 80,747	40,471 3,237.68 84,179	43,984 3,518.72 91,486	45,194 3,615.52 94,003	46,097 3,687.76 95,881	48,402 3,872.16 100,676					
22	Hourly Bi-Weekly Annual	37,602 3,008.16 78,212	39,199 3,135.92 81,533	40,865 3,269.20 84,999	42,602 3,408.16 88,612	44,412 3,552.96 92,376	48,268 3,861.44 100,397	49,595 3,967.60 103,157	50,586 4,046.88 105,218	53,116 4,249.28 110,481					

<u>GD</u>	ENTRY RATE	AFTER 2 YEARS AT					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERV			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERV			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERV			
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YRS SERV	YRS SERV	YRS SERV	YRS SERV	YRS SERV	YRS SERV	YRS SERV	YRS SERV	YRS SERV	
23	39,438	41,115	42,862	44,684	46,583	48,562	50,627	52,018	53,059	55,713	52,018	53,059	55,713	52,018	53,059	55,713
	3,155.04	3,289.20	3,428.96	3,574.72	3,726.64	3,884.96	4,050.16	4,161.44	4,244.72	4,457.04	4,161.44	4,244.72	4,457.04	4,161.44	4,244.72	4,457.04
	82,031	85,519	89,152	92,942	96,892	101,008	105,304	108,197	110,362	115,883	108,197	110,362	115,883	108,197	110,362	115,883

**APPENDIX A
AFSCME 1111**

JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY/PROVIDENT HOSPITAL

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
	9	
0171		Bookkeeper I
0172		Bookkeeper II
0910		Clerk
0904		Clerk II
0905		Clerk III
0906		Clerk IV
0939		Clerk Typist
0941		Clerk Typist Senior
0953		Data Entry Operator I
0954		Data Entry Operator II
2430		Parking Lot Attendant
2048		Physical Therapy Scheduler
1676		Reproduction Technician I
0911		Senior Clerk
0934		Stenographer III
1006		Telephone Operator
1001		Telephone Operator I
1002		Telephone Operator II
0940		Typist III
	10	
0227		Cashier II
0182		Collector
1693		Medical Transcriber
0923		Patient Account Representative
1233		Storekeeper III
1003		Telephone Operator III
2096		Health Advocate (Provident Hospital Only)
	11	
0141		Accountant I
0173		Bookkeeper III
0907		Clerk V
4640		Collector II
0955		Data Entry Operator III
4003		Health Service Representative (Customer Service Clerks)
2155		Laundry Manager I

APPENDIX A
AFSCME 1111 (cont.)

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
2010		Medical Records Technician
0271		Statistician & Information Technician I
0935		Stenographer IV
2176		Food Service Supervisor (Stroger Hospital Only)
0046	12	Administrative Assistant I
0228		Cashier III
1101		Computer Operator I
1677		Reproduction Technician III
1234		Storekeeper IV
1626		Activities Worker II (Provident Hospital Only)
2420		Building Service Supervisors
0142	13	Accountant II
0916		Credit Counselor
0273		Statistician & Information Technician II
0936		Stenographer V
2073		Medical Records Technician, Jr.
0919		Business Office Supervisor (Stroger Hospital Only and ACHN)
2135		Diet Technician (Stroger Hospital Only)
0047	14	Administrative Assistant II
1512		Caseworker II (Provident Hospital Only)
1102		Computer Operator II
1627		Activities Worker II (Provident Hospital Only)
2011		Medical Records Technician, Sr.
1050		Patient Service Coordinator
0853		Interpreter (Stroger Hospital Only)
1235		Storekeeper V (Stroger Hospital Only)

**APPENDIX A
AFSCME 1111 (cont.)**

<u>CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
0143	15	Accountant III
1513	16	Caseworker III (Provident Hospital Only)
1518		Caseworker (MANG Unit) (Provident Hospital Only)
1103		Computer Operator III
0144	17	Accountant IV (Provident Hospital Only)

CLERICAL AND RELATED GROUP (Cermak Health Services Only)

0904	9	Clerk II (Sr. Clerk)
0905		Clerk III
0906		Clerk IV
0907	11	Clerk V
0935		Stenographer IV
1234	12	Stenographer V
0046		Administrative Assistant I
0936	13	Stenographer
0047	14	Administrative Assistant II

**APPENDIX A
AFSCME 1178**

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
CLERICAL AND RELATED GROUP		
0172	9	Bookkeeper II
0910		Clerk
0904		Clerk II
0905		Clerk III
0906		Clerk IV
0939		Clerk Typist
0941		Clerk Typist Senior
0954		Data Entry Operator II
2048		Physical Therapy Scheduler
1676		Reproduction Technician I
0911		Senior Clerk
0934		Stenographer III
1002		Telephone Operator II
0940		Typist III
0227	10	Cashier II
0182		Collector
0923		Patient Account Representative
1233		Storekeeper III
1003		Telephone Operator III
0141	11	Accountant I
0173		Bookkeeper III
0907		Clerk V
0955		Data Entry Operator III
2010		Medical Records Technician
0271		Statistician & Information Technician I
0935		Stenographer IV
0046	12	Administrative Assistant I
0228		Cashier III
1101		Computer Operator I
1677		Reproduction Technician III
1234		Storekeeper IV
0142	13	Accountant II
0916		Credit Counselor
2073		Medical Records Technician Jr.

**APPENDIX A
AFSCME 1178 (cont.)**

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
0273	13	Statistician & Information Technician II
0936		Stenographer V
1693		Medical Transcriptionist
0047	14	Administrative Assistant II
2011		Medical Records Technician Sr.
ADMINISTRATIVE GROUP		
1512	14	Caseworker II
0143	15	Accountant III
2056		Activity Therapist I
1513	16	Caseworker III
0144	17	Accountant IV
2057		Activity Therapist II
PUBLIC SAFETY GROUP		
2430	9	Parking Lot Attendant
PHARMACY GROUP		
4723	10	Pharmacy Technician (non-certified)
4688	13	Pharmacy Technician

APPENDIX A
AFSCME 1276

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
CLERICAL AND RELATED GROUP (CCDPH only)		
0905	9	Clerk III
0906		Clerk IV
0940		Typist III
4080	10	Clerk IV (Public Health)
0907	11	Clerk V
0046	12	Administrative Assistant I
0936	13	Stenographer V
0919		Business Office Supervisor
0047	14	Administrative Assistant II
1965	PN1	Licensed Practical Nurse I

APPENDIX A
AFSCME 1276

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
ADMINISTRATIVE GROUP (John H. Stroger, Jr. Hospital of Cook County Only)		
1626	12	Activities Worker II
1627 1512	14	Activities Worker III Caseworker II
0143	15	Accountant III
1518 1513	16	Caseworker (MANG Unit) Caseworker III
0144	17	Accountant IV
0145	19	Accountant V

APPENDIX A
AFSCME 1276 (cont.)

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
HEALTH CARE PROFESSIONALS AND TECHNICAL GROUP (CCDPH Only)		
2096	10	Health Advocate
4082	11	Health Advocate (Public Health)
1905	12	Screening Hearing & Vision Technician
2135	13	Diet Technician
2120	14	Epidemiologist I
1522		Medical Social Worker I
1963		Dental Assistant
1510	15	Caseworker (Ryan White Grant) - @ ACHN
4084		Caseworker II (Public Health)
4110		Epidemiologist Sr.
2112	15	Nutritionist I
2022		Public Health Educator I
2022	16	Public Health Educator Sr.
1513		Caseworker III
2094	17	Dental Hygienist
1836	K2	Dentist II

**APPENDIX A
AFSCME 1276 (cont.)**

<u>JOB CODE</u>	<u>GRADE</u>	<u>JOB CLASSIFICATION</u>
HEALTH CARE PROFESSIONALS AND TECHNICAL GROUP (Medical Examiner Only)		
1841	10	Medical Laboratory Technician II
1891	11	Laboratory Assistant I
1896	12	Autopsy Technician I
1894 1842	13	Intake Attendant Medical Laboratory Technician III
1912 4070	15	X-Ray Technician I Autopsy Technician Lead Worker
1857	16	Toxicologist I
1839	18	Toxicologist II

APPENDIX B
DIVISION/DEPARTMENT
Local 1178

Administration

Hospital Director
Education & Training
Quality Management
Risk Management
Human Resource Services
Public Information

Medical Staff

Utilization Management
E.R. & Employee Health
Acute Care
Long-Term Care
Clinical Neuroservices
Pathology
Clinical Labs
Radiology
Rehabilitation
Surgery

Professional & Rehab Services

Physical Therapy
Comprehensive Rehab Unit
Psychology/Vocational Rehab
Occupational Therapy
Respiratory Therapy
Pastoral Care
Pharmacy
Patient Transportation
Dietary
Social Services
Volunteers
Speech, Language & Hearing
County Store
Therapeutic Recreation

APPENDIX B

**DIVISION/DEPARTMENT
Local 1178 (cont.)**

Finance

Accounting
Admitting
Billing/Patient Services
Payroll

Information & Support Services

Information Systems
Purchasing
Health Information & Records
Professional and Patient Libraries

Physical Plant

Environmental Services
Grounds/Motor Pool
Heating and Operating
Laundry
Materials Management
Public Safety
Skilled Trades
Central Supply

Nursing

Acute Vent/ICU
Acute Med/Surgery
Sub-Acute
Long-Term Care
Clinical Practice
Barbers & Beauticians
Nurse Epidemiologists

HUB HOSPITAL ACTIVITY

Ambulatory Services (SSASN)

The above is subject to change based upon the budget and reorganization.

It is understood that when a department name is found in more than one division the posting will identify the supervisor's name, budget unit number and department number.

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.

For Cook County

For AFSCME Council 31

Cook County Health and Hospital System

Side Letter
Retiree Health Benefits

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

For Cook County

For AFSCME Council 31

Cook County Health and Hospital System

Side Letter
Temporary Disability Benefits

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

For Cook County

For AFSCME Council 31

Cook County Health and Hospital System

Side Letter
"Me Too" Clause

For the period from the date of the execution of this tentative agreement through November 30, 2012 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.

For Cook County

For AFSCME Council 31

Cook County Health and Hospital System

Side Letter
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 initiative. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

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

For AFSCME Council 31

For The County

Cook County Health and Hospital System

Side Letter
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

For AFSCME Council 31

For the County

Side Letter
Personal Support Program

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

For AFSCME Council 31

For the County

Cook County Health and Hospital System

Side Letter
Bargaining Unit Work

The Parties agree that:

1. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Article I, Section 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
2. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Article I, Section 1.2 (Bargaining Unit Work), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees

For AFSCME Council 31

For the County

Cook County Health and Hospital System

Side Letter

The parties agree to establish a committee consisting of Local Presidents from Local 1111, Local 1178, and Local 1276, AFSCME Council 31 staff, the Special Assistant to the President, and appropriate management representatives to review all titles, rates of pay, and job codes in Appendix "A" of the new agreement.

Furthermore, the parties agree to meet within thirty (30) days of Ratification by the parties.

For AFSCME

For the County

Cook County Health and Hospital System

Side Letter

The parties agree to establish a committee to discuss an attendance policy which would apply to AFSCME Locals 1111, 1178, and 1276.

The parties agree to meet within ninety (90) days of ratification of the new agreement.

For AFSCME Council 31

For the County

Side Letter
Local 1178

The parties agree that the first payroll period after ratification of the new agreement, all pharmacy tech's in grade (P.A.) job code 2051 will be placed in the appropriate grade 10 step based on seniority also, the parties agree that the first payroll period after ratification of the new agreement, all pharmacy tech's in the grade (P.B.) job code 2099 will be placed in grade 13 step based on seniority.

For AFSCME Council 31

For the County

Cook County Health and Hospital System

Transmitting a Communication dated, December 14, 2012 from

MAUREEN O'DONNELL, Chief, Bureau of Human Resources

Transmitting herewith a Collective Bargaining Agreement for your consideration and approval.

Submitting a Proposed Resolution sponsored by:

TONI PRECKWINKLE, President, Cook County Board of Commissioners

Proposed Resolution

Approving Collective Bargaining Agreement

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, a Collective Bargaining Agreement for the period of December 1, 2008 through November 30, 2012, effective the date of approval by the Cook County Board of Commissioners, has been negotiated between the American Federation of State, County and Municipal Employees Union, Council 31, AFL-CIO (AFSCME) representing Cook County Health Facilities Employees; and

WHEREAS, general wage increases and salary adjustments have already been approved and are reflected in the Salary Schedules included in the Collective Bargaining Agreement negotiated between the County of Cook and the American Federation of State, County and Municipal Employees Union, Council 31, (AFSCME); and

NOW THEREFORE BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Collective Bargaining Agreement between the County of Cook and the American Federation of State, County and Municipal Employees Union, Council 31, (AFSCME) as provided by the Bureau of Human Resources.

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible * Family Deductible * Ind. Out of Pocket Max * Fam. Out of Pocket Max* Lifetime Maximum * Annual Basis	None None None None Unlimited		\$0 / \$200 \$0 / \$400 \$1,000 ** / \$3,000 ** \$2,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	\$125 / \$250 \$250 / \$500 \$1,500 ** / \$3,000 ** \$3,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)

BENEFIT OVERVIEW	HMO			PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07	In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*	
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *	
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay	
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *	
Home Health Care	100%	100%	90% / 60% *	90% / 60% *	
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *	
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *	

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW

	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

**PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY)
ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)**

BENEFIT OVERVIEW

	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay

* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75%	N/A	1.75%
Employee plus Spouse	.5%	1.0%	1.5%	2.0%
Employee plus Family	.5%	1.25%	1.5%	2.25%
Cap	\$8 PER PAY PERIOD	None		None

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS -- APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS – APPENDIX C

Benefit Period Maximum	In-Network	Out-Of-Network *
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$1,500 per person; per year \$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum* \$1250
Lifetime Maximum		

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.