

COLLECTIVE BARGAINING AGREEMENT

Between

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL/LODGE #238**

Representing

JOHN H. STROGER, JR. HOSPITAL SECURITY OFFICERS

and

COUNTY OF COOK

December 1, 2008 through November 30, 2012

Effective May 29, 2013

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement, is made by and between Illinois Fraternal Order of Police Labor Council/Lodge #238, hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "County."

ARTICLE I Recognition

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the County in the defined bargaining unit described as all full-time Police Officers in the job classification of Hospital Security Officer I, employed at the Cook County Hospital Facilities, and excluding all supervisory, confidential, technical and professional employees as determined by the Labor Board, in accordance with the State of Illinois Local Labor Relations Board Case #L-RC-91-005.

Section 1.2 Union Membership:

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

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

Section 1.3 Dues Checkoff:

- A. Deductions: The County agrees to deduct from the pay of those employees who individually sign a written authorization Union membership dues and initiation fee (if any) required as a condition of membership, or a fair share representation fee. The request shall be on the form attached as Appendix B.
- B. Remittance: The deductions shall be remitted to the union along with a list of employees and the amount deducted from each employee.
- C. Nothing in this Article shall require the County to deduct Union fines, penalties or special assessments from the salary of any employee.

- D. The County shall not be liable to the Union by reason of the requirements of this Article, for the remittance or payment of any sum other than that constituting authorized deductions from union dues or fair share from the salaries of employees who authorize such deductions and fair share.

Section 1.4 "Fair Share:"

1. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, 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 30 days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will 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, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the Fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or

by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

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 4, 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 County 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 Part-Time Employees:

The County reserves the right to hire part-time employees. In the event it decides to do so, the County will meet and negotiate with the Union regarding the effects of such hiring on the bargaining unit.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 County Rights:

For the purposes 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 the standards of patient care; to develop and use new methods, procedures and equipment; to train employees; 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 whenever 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 2.2 County Obligation:

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

Section 2.3 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, the Union and the County agree to meet quarterly through designated representatives. The Union and County shall designate not more than five (5) representatives each 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 meeting will be mutually agreed to by the parties.

**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 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. Furthermore, the County does not object to flexible starting and ending work hours, as long as they are mutually agreeable to the employee and the Hospital and are consistent with the definition found in this Section.

Employees shall select shift and/or work hours by seniority for six (6) month periods.

The County agrees to post the employee's work schedule showing the shifts, work hours and work days including days off to which the employee is assigned. Employees shall be afforded at least seventy-two (72) hours notice of any change in the work schedule and the County shall not adjust the work schedule of any employee more than one (1) time per month, except in emergencies. Adjustments to an employee's work schedule shall be done in accordance with seniority.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half (1-1/2) 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 six (6) 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:

When the occasion for overtime assignment arises as a result of a replacement of a bargaining unit member it shall be distributed in the following manner:

When the County has sixteen (16) hours or less notice, it shall be offered to the full-time bargaining unit members who are working at the time such notice becomes available on the basis of seniority, with overtime being offered by seniority on a rotating basis beginning with the most senior employee. An employee who declines the overtime shall be counted as having worked the overtime and will be placed at the bottom of the overtime rotation list. An employee who works the overtime will be placed on the bottom of the overtime rotation list. The next most senior employee will then be at the top of the overtime rotation list.

When the County has over sixteen (16) hours notice, the overtime shall be offered to the full-time bargaining unit members on the basis of departmental seniority rotation.

Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case will an employee be required to work more than twelve (12) consecutive hours, except in an emergency situation. The County shall maintain overtime records which records shall be made available for inspection by the Union.

Section 3.6 Call Back:

The term "call back" is defined as an official assignment of work which does not immediately precede or follow an officer's regularly scheduled working hours. Employees reporting back to work under the definitions of "call back" shall be compensated at a minimum of three (3) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor.

Section 3.7 Court Time:

Employees required to attend court or submit evidence to the lab on their off duty time shall be compensated at the overtime rate with a minimum of three (3) hours or actual hours worked, whichever is greater.

Section 3.8 Assignments:

Post assignments and overtime selection shall follow the following procedure when assigning posts and filling vacancies:

1. Shift post assignments shall be rotated on a daily basis among the officers normally scheduled and assigned to the shift.
2. Shift post assignments, other than special assignments, shall be filled in order of most critical to least critical.
3. Any remaining post(s) left vacant shall be filled by volunteer overtime by seniority rotation.
 - (a) Officers on overtime shall not be assigned, if possible to the same post more than once when working multiple overtime assignments.
 - (b) An officer staying over on overtime from his/her regular shift shall be given the least critical assignment that is being filled during the overtime hours, notwithstanding the language of Section 8(1) of this Article.
4. Any vacancies created after the above process (sick calls, emergencies, etc.) shall be filled by the officer normally scheduled to work or an officer who is volunteering to work overtime on their day off.

**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 one year. 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:

After the date of this Agreement, for purposes of the Article, seniority is defined as an employee's length of most recent continuous employment with the Cook County Hospital Police Department since his/her last hiring date as a full-time employee. Provided, however, that the County-wide service date for benefit accrual will not be affected by this Section.

Section 4.3 Transfer:

In cases of transfer, the employees shall have first preference in order of their seniority, as hereinafter provided in Section 6, provided that the employee has the ability and fitness to perform the required work.

Section 4.4 Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the Hospital; 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 4.5 Seniority List:

On December 1 and June 1 of each year, the County will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The County will furnish the Union monthly reports of any changes to such list.

Section 4.6 Application of Seniority:

Seniority shall govern in the selection of vacations or other time off selections, and overtime assignments subject to the specific provisions of this Agreement. Seniority shall be considered when making work and vehicle assignments.

Section 4.7 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 Chief or his 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 twelve (12) months in the case of an employee with less than one (1) year of service when the absence began,, or twenty-four (24) months in the case of all other employees 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;
- (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 4.8 Layoff/Recall:

In the event of a layoff, employees covered by this Agreement will be laid off in inverse order of seniority. All employees and the Union shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The County agrees to meet with the Union, upon request, to afford the Union an opportunity to propose alternatives to the layoffs, though such meetings shall not be used to delay the layoff. Employees who have been identified for layoff will be offered any other vacancy under the jurisdiction of the employer. Where the Employer is obligated to fill vacancies outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purpose of this paragraph.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the order of their seniority. Employees who are eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Security or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided that the recall requests are over ninety (90) days apart.

**ARTICLE V
Rates of Pay**

Section 5.1 Wages:

Employees shall receive their annual compensation in accordance with Appendix A, retroactive to the dates indicated on all compensated hours.

Effective the first full pay period on or after 06/01/09	1.00%
Effective the first full pay period on or after 06/01/10	1.00%
Effective the first full pay period on or after 12/01/10	0.50%
Effective the first full pay period on or after 06/01/11	1.50%
Effective the first full pay period on or after 12/01/11	2.00%
Effective the first full pay period on or after 06/01/12	2.50%

Section 5.2 Shift Differential:

Employees will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 3 p.m. and 7 a.m. In addition, employees working a 12 midnight to 8 a.m. shift shall receive differential for the last hour worked as long as they remain incumbents of that shift.

Section 5.3 Specialties:

Employees assigned to or certified as any of the below listed specialties shall receive an additional one dollar (\$1.00) per hour for all hours worked in such specialty:

Field Training Officer

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

The following are regular holidays:

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

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year. The employee may request to use his/her floating holiday at any time during the fiscal year. Request shall not be unreasonably withheld or denied.

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 1. Any employee who works on a holiday shall receive one and one-half 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 90 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, for each such eligible holiday.

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.

**ARTICLE VII
Vacations**

Section 7.1 Eligibility:

Vacation credit shall be earned each month that during which the employee is in an active pay status for at least eighty (80) straight-time hours, or for an employee who is off due to an on the job illness or injury. The amount of annual paid vacation will be according to the following schedule:

<u>Service</u>	<u>Vacation</u>
1-4	3 work weeks
5-9	4 work weeks
10 more years	5 work 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.

Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

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 Accrual:

Employees will accrue vacation in accordance with Section 7.1 on a monthly basis. In computing years of service for vacation leave, employees shall be credited with regular working time plus any time due to duty disability.

Section 7.4 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 7.5 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; other than listed below:

On November 1 and May 1 of each year, the 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 January 1 and July 1. By December 1 and June 1 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 January 1 and July 1 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.

Emergency requests will be granted whenever possible. Other 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 within fifteen (15) days after the request is made.

Section 7.6 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 7.7 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 current level of employee and dependent health benefits in accordance with Appendix G through fiscal year 2008.

- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1.5%) of their base salary 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, an amount equal to one-half percent (0.5%) of their base salary as a contribution towards premiums with a maximum contribution (CAP) of \$8.00 per pay period. 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 the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. Until November 30, 2007, the HMO prescription drug co-pay will be \$5.00 generic, \$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescription up to a 90-day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 generic, \$15.00 for formulary brand name, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double these amounts and there will be a \$10.00 co-pay for doctor office visits.

All new employees 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. The County may institute or continue a cost containment program (such as second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Labor Council will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes. The insurance program effective December 1, 2008 is attached as Appendix C.

Section 8.2 Sick Pay

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred fifty (150) 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. This section will be implemented as soon as practical but no later than June 1, 1994.

Section 8.3 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$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 8.4 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. Employees shall be entitled to retirement or disability benefits as provided by the fund in accordance with appropriate statutory requirements.

Section 8.5 Dental Plan:

The current dental plan paid by the County will be maintained through May 31, 1995. Thereafter, all employees shall be eligible to participate, at no cost to them in the dental plan in accordance with Chart II, found in Appendix C, and no dental coverage shall be offered through the County's HMO plans. Effective 12/01/99 PPO dental will have an expanded network both in scope of services provided and number of dentists available. Employees will be able to choose any dentist within the network. There will be no primary dentist requirement.

Section 8.6 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 8.7 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 8.8 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 8.9 Insurance Opt-Out:

The Employer agrees to pay eight hundred dollars (\$800.00) a year to eligible employees who opt-out of the Employer's health benefit program payable in one lump sum at the beginning of each fiscal year. 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 bi-weekly 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. Covered employees may not opt-out and receive the \$800 lump sum payment if their spouse or domestic partner is also a county employee and who also participates in the County Health Insurance program.

**ARTICLE IX
Additional Benefits**

Section 9.1 Bereavement Pay:

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

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. The Employer shall make available classes offered by "NEMRT" and classes shall be distributed on an equitable basis.

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 of Human Resources of the County.

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

Section 9.5 Educational Leave Time:

Employees who are covered by the terms of this Agreement and who are attending courses of continued education shall be afforded the opportunity to trade shifts, request permanent shifts or make other arrangements so that they may attend their educational courses, provided that the County will not experience any overtime costs or scheduling difficulties associated with efforts to assist the employee with the provisions of this Section. The County will not unreasonably deny such requests.

Section 9.6 Uniforms:

The County agrees to provide all newly hired employees with new uniforms and equipment to perform their job. Thereafter, the County shall pay annually to all employees, a clothing allowance of six hundred fifty dollars (\$650.00).

Payment shall be made in 2 equal installments on or before the first (1st) day of April and October of each year.

The County agrees to replace the clothing of any employee which is damaged as a result of the employee's duties. Such incident shall be documented to the employee's immediate supervisor. Prior to requiring any additional or different clothing, the County shall negotiate with the Union concerning the economic impact of any such new clothing requirement.

Should the Cook County Hospital obtain funding for bullet proof vests, members of this

bargaining unit shall have first opportunity to receive said vests. Any employee who receives said vest shall be required to wear the vest. The Employer will continue to supply employees with firearms for use in their work, and will endeavor to obtain funds to replace older firearms with newer equipment as quickly as economically feasible.

Section 9.7 Travel Reimbursement:

Employees shall be reimbursed for official business-related expenses to the extent permitted by the County's Travel Reimbursement Policies, as may be amended.

**ARTICLE X
Leaves of Absence**

Section 10.1 Regular Leave:

An employee may apply for an unpaid leave of absence in accordance with the Civil Service Rules of the Civil Service Commission of Cook County.

Section 10.2 Seniority on Leave:

An employee on an approved 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. An employee returning from a leave of absence under 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, subject to applicable Federal or State laws.

Section 10.3 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 Family Medical Leave, will be required to pay the cost of insurance benefits provided in Article 8 of this Agreement, 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 failure to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County.

Section 10.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws.

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 or extended in accordance with Cook County Policy on Military Leave.

Section 10.6 Family and Medical Leave Act of 1993:

Family medical leave shall be granted in accordance with the County's policy on the Family and Medical Leave Act of 1993.

Section 10.7 Sick Leave:

Effective the first day of the month following the completion of the first ninety (90) days of employment, an employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Sick pay may be accumulated to a maximum of one hundred fifty (150) 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. 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 except in cases of excessive absenteeism.

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 circumstances where the Facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

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 FMLA leave period 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 Agreement, and shall not be denied for periods of bona-fide disability.

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.

Section 10.8 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 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the 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 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.

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 and four

to the County's Chief of Human Resources or his/her designee and the Chief of Hospital Police.

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 to three 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 3 by a union representative. Upon written request by the employee or the Union, the Employer shall provide discovery information requested prior to Step 3 of the grievance procedure to enable a complete evaluation and determine the merits of the grievance.

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

Section 11.5 Time Limits:

The initial time limit for presenting a grievance shall be 30 days and the same limit shall apply to hearings and decisions at step four. 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.

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 in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital Director/Designee 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 Procedure:

Only the Union may request arbitration under this Agreement. If the Union is not satisfied with the Step 3 answer to a grievance involving an alleged violation of the contract or discipline, it shall within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. If the parties are unable to agree upon an arbitrator within ten (10) working days after the County receives the notice of referral, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to Submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Each of the two parties will confer within seven (7) days of receipt of the request for grievance arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains. The remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Union and the County will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay.

The Arbitrator's decision shall be submitted in writing to the parties within thirty (30) days of the close of the hearing or the submission of post hearing briefs, whichever is later. All decisions of the Arbitrator shall be final and binding on the parties.

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.

Section 11.9 Training:

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

Section 11.10 Representation:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings.

Section 11.11 Pre-disciplinary Meeting:

There shall be a pre-disciplinary meeting for suspensions and discharges within (30) days from the date of incident, unless otherwise agreed to by the parties. 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. No pre-disciplinary hearing shall be held without the presence of the charged employee, unless the employee fails to appear after one (1) continuance or without mutual agreement for further continuances. During the pre-suspension 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 XII
Continuity of Operation**

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line 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 12.2 Union Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;

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

Section 12.3 Discharge of Violators:

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

Section 12.4 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 12.5 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 XIII
Miscellaneous**

Section 13.1 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 County 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 13.2 Health and Safety:

Employees shall not be required to operate or utilize any County equipment that is unsafe, to include but not limited to vehicles, weapons or equipment, provided notification and approval has been obtained through the Supervisor.

The County will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The County also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Union to discuss same.

in addition, the County shall provide a LEADS machine and allow certified operators access to it. Therefore, the LEADS machine shall be placed in a location accessible 24 hours a day and shall certify any employee so requesting.

Section 13.3 Sub-Contracting:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant.

The County will advise the Union at least thirty (30) days in advance when such changes are contemplated and will negotiate the effects of such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act.

Section 13.4 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. Such approval shall not be unreasonably denied or withheld.

Section 13.5 Personnel Files:

Upon written request to the Hospital's Personnel Office, an employee, or his Union representative (with written authorization from the affected employee) may inspect his/her personnel file at any time mutually acceptable to the employee and County. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file. Disciplinary actions less than written reprimand shall be removed from the employee's personnel file after twelve (12) months upon written request of the Employee.

The Employer shall not release any personal information of any employee to the general public or news media (i.e. Photos, addresses, phone numbers, personal file contents, etc) without the express written permission of the employee.

Section 13.6 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 13.7 Employee Discipline Rights:

The County shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to representation consistent with the Bill of Rights, 50 ILCS 725/1, et seq., and the Illinois Public Labor Relations Act. The Union and the County agree that discipline should be timely, progressive and accompanied by counseling where appropriate. Progressive discipline shall follow the below procedures. Employees are entitled to Union representation, if requested, when at any meeting called by the employees' supervisors or the County, the employee reasonably believes that discipline can result from the meeting. It is understood that employees are subject to the general orders, rules and regulations of the County.

The County agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

- A. Verbal Reprimand (notice to be given in writing)
- B. Written Reprimand (notice to be given in writing)
- C. Suspension (notice to be given in writing)
- D. Discharge (notice to be given in writing)

However, major infractions may result in discipline beginning at any step up to an including discharge.

No employee shall be transferred or detailed for punitive reasons. Disciplinary action as set forth above may only be imposed upon an employee for just cause. Discipline shall be imposed as soon as possible after the County is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 13.8 Partial Invalidity:

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable, by reason of any federal or State law now existing or hereinafter, 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 13.9 Employee Testing:

Where the County has just cause to conduct reasonable suspicion testing of an employee who is suspected of being under the influence of alcohol or illegal drugs during the course of the work day, the County shall have the right to require the employee to submit to alcohol or drug testing in accordance with NIDA standards.

In the order requiring the submission to testing, the County shall provide a summary of the facts giving rise to its conclusion of reasonable suspicion. Refusal to comply with the order to take the test may subject the employee to discipline, but taking the test shall not waive any objection or rights that the employee may have. The County shall not

implement any other drug or alcohol testing policy without first negotiating such policy with the Union.

Section 13.10 Impasse Resolution:

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (Ch. 48, § 1614), or as may otherwise be mutually agreed.

Section 13.11 Employee Development and Training:

The County and the Union recognize the various concerns and issues that arise due to the large, diverse patient population and the work force. The County will endeavor to provide the in-house training to address the problems resulting from these factors and to help provide the employees with the skills necessary to enhance the performance of their tasks and duties.

**ARTICLE XIV
Union and Local Lodge Rights**

Section 14.1 Activity During Working Hours:

Union stewards shall, after giving appropriate notice to the County, be allowed reasonable time off, with pay, during working hours to attend labor-management meetings, with the County if their attendance is necessary.

Section 14.2 Access to Worksites by Union Representatives:

The County agrees that a representative from the Union shall have reasonable access to the premises of the County, upon appropriate notice to the County, to observe conditions under which employees are working or to aid in the administration of this Agreement. The Security Director will be advised in advance of any such visits. It is agreed that such visits shall in no way interfere with the normal work of employees covered by this Agreement.

Section 14.3 Attendance at Meetings:

The County agrees that the President, Vice President and Secretary/Treasurer of the local lodge shall be permitted reasonable time off with pay if scheduled to work, and unpaid if not scheduled to work, to attend general, executive and special meetings of the local lodge, or Union, provided that at least 48 hours advance notice is given to the County, and that meetings shall be not longer than two (2) hours in duration and shall not exceed more than four (4) per calendar year. Subject to the approval of the employee's immediate supervisor, such approval shall not be unreasonably denied or withheld.

Section 14.4 Delegates:

Based on operational needs employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or

seminars, provided that meeting duration shall not exceed one (1) week and shall not occur more than one (1) time per calendar year. Bargaining unit members serving as delegates to the Union's annual meeting shall be given two (2) days off, with pay, to attend such annual meeting not to exceed three (3) delegates.

Section 14.5 Examination of Records:

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent in accordance with applicable law.

**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 one hundred twenty (120) 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.

Section 15.2 Notice:

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

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

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

1. Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, IL 62704

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

Signed and entered into this 29th day of May, 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: Illinois Fraternal Order of Police Labor Council/Lodge #238

By: Daniel G. Mahoney
Daniel G. Mahoney

James Stinson
James Stinson

Philip Metoyer
Philip Metoyer

Rodney Hunter
Rodney Hunter

Reginald Taylor
Reginald Taylor

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 29 2013

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SCHEDULE XVII
 BUREAU OF HUMAN RESOURCES
 HOSPITAL OFFICER'S
 STROGER HOSPITAL SECURITY OFFICERS

Effective June 1, 2012

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
HS1	Hourly	18,833	19,713	20,658	21,726	22,846	23,753	24,695	24,944
FOP	Bi-Weekly	1,506.64	1,577.04	1,652.64	1,738.08	1,827.68	1,900.24	1,975.60	1,995.52
JC#2417	Annual	37,373	41,003	42,969	45,190	47,520	49,406	51,366	51,884
HSA	Hourly	16,780	18,406	19,291	20,283	21,221	21,644	21,856	22,081
FOP	Bi-Weekly	1,342.40	1,472.48	1,543.28	1,622.64	1,697.68	1,731.52	1,748.48	1,766.48
JC#2462	Annual	34,902	38,284	40,125	42,188	44,139	45,019	45,460	45,928

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<u>GRADE</u>	Hourly Bi-Weekly Annual	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1</u>			<u>AFTER 1 YR. AFTER 1 YR. AFTER 1 YR.</u>		
							<u>YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>	<u>LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>LONGEVITY RATE AND 15 YRS. OF SERVICE</u>
HS1	Hourly	17,530	18,374	19,232	20,154	21,196	22,289	23,174	24,093	24,993	24,336	24,336
FOP	Bi-Weekly	1,402.40	1,469.92	1,538.56	1,612.32	1,695.68	1,783.12	1,853.92	1,927.44	1,997.44	1,946.88	1,946.88
JC#2417	Annual	36,462	38,218	40,003	41,920	44,088	46,361	48,202	50,113	50,113	50,619	50,619
HSA	Hourly	16,371	17,157	17,957	18,820	19,788	20,703	21,116	21,323	21,323	21,542	21,542
FOP	Bi-Weekly	1,309.68	1,372.56	1,436.56	1,505.60	1,583.04	1,656.24	1,689.28	1,705.84	1,705.84	1,723.36	1,723.36
JC#2462	Annual	34,051	35,686	37,350	39,145	41,159	43,062	43,921	44,351	44,351	44,807	44,807

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HSI		17,186	18,014	18,855	19,759	20,780	21,852	22,720	23,621	23,859
FOP		1,374.88	1,441.12	1,508.40	1,580.72	1,662.40	1,748.16	1,817.60	1,889.68	1,908.72
JC#2417		35,747	37,469	39,218	41,099	43,222	45,452	47,258	49,132	49,627
HSA		16,050	16,821	17,605	18,451	19,400	20,297	20,702	20,905	21,120
FOP		1,284.00	1,345.68	1,408.40	1,476.08	1,552.00	1,623.76	1,656.16	1,672.40	1,689.60
JC#2462		33,384	34,987	36,618	38,378	40,352	42,217	43,060	43,482	43,929

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HSI	16,932	17,748	18,576	19,467	20,473	21,529	22,384	23,272	23,506
FOP	1,354.56	1,419.84	1,486.08	1,557.36	1,637.84	1,722.32	1,790.72	1,861.76	1,880.48
JC#2417	35,219	36,916	38,638	40,491	42,584	44,780	46,559	48,406	48,892
HSA	15,813	16,572	17,345	18,178	19,113	19,997	20,396	20,596	20,808
FOP	1,265.04	1,325.76	1,387.60	1,454.24	1,529.04	1,599.76	1,631.68	1,647.68	1,664.64
JC#2462	32,891	34,469	36,077	37,810	39,755	41,593	42,423	42,839	43,280

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							<u>AT 1ST LONGEVITY RATE AND 10 YRS. OF SERVICE</u>	<u>AT 2ND LONGEVITY RATE AND 15 YRS. OF SERVICE</u>	<u>AT 3RD LONGEVITY RATE AND 20 YRS. OF SERVICE</u>
HS1	16,848	17,660	18,484	19,37	20,371	21,422	22,273	23,156	23,389
FOP	1,347.84	1,412.80	1,478.72	1,549.60	1,629.68	1,713.76	1,781.84	1,852.48	1,871.12
JC#2417	35,044	36,733	38,447	40,290	42,372	44,558	46,328	48,164	48,649
HSA	15,734	16,490	17,259	18,088	19,018	19,898	20,295	20,494	20,704
FOP	1,258.72	1,319.20	1,380.72	1,447.04	1,521.44	1,591.84	1,623.60	1,639.52	1,656.32
JC#2462	32,726	34,299	35,898	37,623	39,557	41,387	42,213	42,627	43,064

SCHEDULE XVII
 BUREAU OF HUMAN RESOURCES
 HOSPITAL OFFICER'S
 STROGER HOSPITAL SECURITY OFFICERS

Effective June 1, 2009

<u>GRADE</u>	1ST <u>STEP</u>	2ND <u>STEP</u>	3RD <u>STEP</u>	4TH <u>STEP</u>	5TH <u>STEP</u>	YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE	<u>AFTER 1 YR.</u>		<u>AFTER 1 YR.</u>		<u>AFTER 1 YR.</u>	
							AT 1ST LONGEVITY RATE	AND 10 YRS. OF SERVICE	AT 2ND LONGEVITY RATE	AND 15 YRS. OF SERVICE	AT 3RD LONGEVITY RATE	AND 20 YRS. OF SERVICE
HS1	16,681	17,485	18,301	19,178	20,169	21,210	22,052	22,927	23,157	23,157	23,157	23,157
FOP	1,334.48	1,398.80	1,464.08	1,534.24	1,613.52	1,696.80	1,764.16	1,834.16	1,852.56	1,852.56	1,852.56	1,852.56
JC#2417	34,696	36,369	38,066	39,890	41,952	44,117	45,868	47,688	48,167	48,167	48,167	48,167
HSA	15,578	16,327	17,088	17,909	18,830	19,701	20,094	20,291	20,499	20,499	20,499	20,499
FOP	1,246.24	1,306.16	1,367.04	1,432.72	1,506.40	1,576.08	1,607.52	1,623.28	1,639.92	1,639.92	1,639.92	1,639.92
JC#2462	32,402	33,960	35,543	37,250	39,166	40,978	41,795	42,205	42,637	42,637	42,637	42,637

APPENDIX B

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

BENEFIT OVERVIEW PLAN LIMITS AND MAXIMUMS:	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 *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*	None		\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** 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	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)	
Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits				
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	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

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

* 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.