

COLLECTIVE BARGAINING AGREEMENT

Between

**LOCAL 458-M
GRAPHIC COMMUNICATIONS CONFERENCE,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

And

COUNTY OF COOK

December 1, 2010 thru November 30, 2012

September 11, 2013

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook, hereinafter referred to as the "County," and Local 458-M Graphic Communications Conference, International Brotherhood of Teamsters Union, hereinafter referred to as "Union."

ARTICLE I **Recognition**

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for prevailing rate employees in the unit the Union currently represents.

The County recognizes that the Union has historically and traditionally represented County employees and the County is convinced that a substantial majority of the employees covered by this agreement desire the Union to represent them for purposes of collective bargaining and contract administration matters.

Appendix A lists the current job classifications represented by the Union and the rates of pay for each such job classification. The job classification listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the County.

Section 1.2 Union Membership:

The County will grant the Union an opportunity during the orientation of new employees in the classifications it currently represents 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:

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the County shall continue to retain a service charge of five cents (5¢) for making each such deduction.

If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

Section 1.4 "Fair Share:"

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or 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.

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.

**ARTICLE II
County Authority**

Section 2.1 County Rights:

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

Section 2.2 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 2.3 Union and County Meetings:

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

**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:

Forty (40) hours shall constitute the work week for all employees. The normal work week shall be five (5) consecutive days of employment, Monday through Friday, and in general the normal workday shall be eight (8) consecutive hours, with a daily one-half hour unpaid lunch period. Scheduled working times currently in effect will continue. Any changes will be negotiated with the Union prior to implementation.

Section 3.3 Overtime Pay:

Employees who are required to work overtime will be compensated in accordance with the Fair Labor Standards Act.

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.

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 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 in that same classification. 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.

Section 3.6 Call Back Pay:

An employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Any bargaining unit work started shall be paid a minimum of four (4) hours pay at the applicable rate.

**ARTICLE IV
Rates of Pay**

Section 4.1 Hourly Wage Rates:

The Union shall submit three (3) certified copies of a signed agreement between contractor(s) or other employer(s) and the Union to the Director of Human Resources which shall constitute proof of the prevailing rate of wages paid for the positions represented by the Union, minus the per hour costs of fringe benefits.

At the expiration date of each wage period set forth in the certified individual trade agreement above, the Union and the County shall meet for the purpose of determining the new rate of pay and effective date for the positions represented by the Union. Retroactivity will be established each year at that time.

The County will continue to consider the wage rate prevailing in industry. Implementation of the prevailing rate will be no later than November 30th of any given fiscal year. Any prevailing rate increase may be implemented in conjunction with the same effective date as in the employer/employee wage rate agreements found in the trade, subject to the following conditions:

1. Any across the board increase given to County employees on Salary Schedule I, will be used as the unit for determining the actual implementation date in the County for any prevailing wage rate increases granted in the trade prior to November 30th of a given fiscal year.
2. Use of this formula will result in one of the following:

- That the general increase, when applied to the existing wage rate, would provide sufficient funds for implementing an increase on the same date as in the trade.
- That the general increase, when applied to the existing wage rate, would only provide funds for implementing an increase later than the date of implementation of the increase in the trade.
- That should no general increase be granted in a given fiscal year, any prevailing rate increase given in the trade during that year would be implemented on November 30th as the base rate for the following year.

ARTICLE V

Seniority

Section 5.1 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 hundred and eighty (180) 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 notified about the institution 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 just cause and shall have no recall rights or recourse to the grievance procedure with respect to any discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 5.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment with the County since his/her last hiring date as a full-time employee. It is understood that in the event a reduction in force (layoff) becomes necessary, seniority rights shall not extend beyond the County department or institution within which the reduction in force (layoff) is taking place.

Section 5.3 Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference in order of their seniority, as hereinafter provided in Section 5, provided that the employee has the ability and fitness to perform the required work.

Section 5.4 Reduction in Work Force, Layoff and Recall:

1. Probationary employees shall be laid off first.
2. Thereafter, the least senior employee in the affected job classification shall be laid off first.
3. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title (s) County-wide.

4. A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off then possesses the ability to perform the job to the Employer's satisfaction without further training.
5. Employees shall be recalled in reverse order of seniority.
6. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date.

Section 5.5 Promotion and Shift Assignment:

Employees in the same job classification and in the same department or division, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3. Other employees within a department or division will then be given preferential consideration in accordance with Section 3 for promotion to a higher paying classification, within the bargaining unit, when a vacancy occurs.

Section 5.6 Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his /her former job or an 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 or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, 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 5.7 Return to Represented Unit:

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

Section 5.8 Termination of Seniority:

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

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

- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) 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 report for work upon recall from layoff within ten (10) working 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 Department of Human Resources at the County;
- (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 5.9 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 7, of this Agreement shall not be transferred from their job classifications 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 5.10 Discipline:

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

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

The following are regular holidays for employees compensated at an hourly rate:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

The following are regular holidays for employees compensated at a monthly rate:

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

Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

Floating Holiday: The existing floating holiday (in lieu of Good Friday) shall be credited to employees on December 1 of each years, and must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year and must be used in full day increments. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Requests shall not be unreasonably 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 acceptable to the County.
- (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 leave during such period, unless the employee has a reasonable explanation acceptable to the County.

Section 6.3 Holidays in Vacation:

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

Section 6.4 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, acceptable to the County for failing to report.

**ARTICLE VII
Vacations**

Section 7.1 Eligibility:

Employees who have completed one year of service with Cook County shall be granted vacation leave with pay for periods as follows:

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

Section 7.2 Vacation Accrual:

Vacation accruals shall be in accordance with the bi-weekly payroll system. Employees must be in a pay status at least 5 days in a pay period to earn time in that period.

Section 7.3 Vacation Pay:

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 7.4 Vacation Preference and Scheduling:

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

Section 7.5 Accrued Benefits at Separation:

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

**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 C.
- B. Effective June 1, 2008, employee contributions for health insurance shall be the following percentages of his/her base salary depending on the plan and coverage selected:

HMO

- .05% for employee coverage
- 0.75% for employee and children coverage
- 1.00% for employee and spouse coverage
- 1.25% for family coverage

PPO

- 1.5% for employee coverage
- 1.75% for employee and children coverage
- 2.00% for employee and spouse coverage
- 2.25% for family coverage

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management. All employee contributions for Health Insurance shall be made on a pre-tax basis.

Section 8.2 Sick Pay:

Hourly Employees

Employees compensated at an hourly rate will not accrue sick days. Any sick days which have been accrued prior to April 1, 1981 may be retained and can be used for purposes of

sick pay until all such days have been exhausted. Once an employee has used all accumulated sick days, the employee will no longer be paid when off work due to illness.

Employees Historically Compensated at a Monthly Rate

- A. Employees compensated at a monthly rate, other than seasonal employees, will accrue sick leave in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue sick time in that period.

Sick leave is granted by Cook County because an employee is unable to perform his assigned duties, or because his presence at his place of work would jeopardize the health of his co-workers. Accordingly, sick leave shall not be used as additional vacation leave.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive sick days, employees shall submit to their department head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- D. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary

disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1,000), at no cost to the employee, and (ii) no life insurance shall be offered through the County's HMO plans.

Section 8.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 40, Act 5, Section 1-101 of the 1992 Illinois Compiled Statutes.

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:

The Union accepts the current vision plan paid by the County. No vision coverage shall be offered through the County's HMO plans.

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:

Effective the beginning of each fiscal year, the Employer agrees to pay \$800.00/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.

**ARTICLE IX
Leaves**

Section 9.1 Bereavement Leave:

Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband, wife, son, daughter (including step children and foster children) brother, sister, grandparents, grandchildren and spouse's parents.

Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

Section 9.2 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.

Section 9.3 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Sections 7 and 8 of this Article.

Section 9.4 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

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

Section 9.5 Regular Leave:

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. 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. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

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, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 9.6 Maternity/Paternity 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.

Section 9.7 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).

Section 9.8 Retention of Benefits:

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

**ARTICLE X
Additional Benefits**

Section 10.1 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 10.2 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 10.3 Personal Days

- A. All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

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

- B. No request for a leave will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County business.

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 the Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Director of Human Resources.

Section 11.3 Representation:

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 Two 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:

Step	Submission Time Limit this step (calendar days)	To Whom Submitted	Time Limits Meeting	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Department Head	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 thirty (30) days and the same limit shall apply to hearings and decisions at Step Three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Section 11.6 Step 4:

Grievances which are not resolved at Step Three may be appealed by the Union to Step Four. At Step Four a neutral person acceptable to the County and the Union will hear the facts and arguments and decide the issue.

Section 11.7 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 referred by employees at 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 11.8 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the County Department Head/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the County Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County. The Union will not abuse this privilege,

and such right of entry shall at all times be subject to general County department rules applicable to non-employees.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the 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 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 procedure 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.

Section 13.2 Safety:

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

Section 13.3 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 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.

Section 13.4 Voluntary Workers:

Voluntary organizations and workers perform services for the County that are a valuable and necessary contribution to the operation of the County. Also, the County engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Bargaining Unit. The County 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 13.5 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 County Department Head 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 County property other than herein provided.

Section 13.6 Partial Invalidity:

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

Section 13.7 Sub-Contracting:

All Bargaining Unit work that comes within the jurisdiction of the Union that is sub-contracted, shall be at the sole discretion of the County. This sub-contracting shall, at all times, be in compliance with State and Federal Statutes and not be used to undermine the Bargaining Unit.

Section 13.8 Apprenticeship Program:

The County and the Union agree to the principle of employing apprentices, when appropriate to do so, on an equal opportunity basis. To that end, during the term of this agreement but no later than three (3) months from ratification, the County and the Union will negotiate in good faith with the full intent of reaching an apprenticeship agreement to be appended to this agreement and to be implemented at a time when the County deems it appropriate after agreement with the affected Unions.

**ARTICLE XIV
Duration**

Section 14.1 Term:

This Agreement shall become effective on December 1, 2010 and shall remain in effect thru 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 day's written notice of cancellation thereafter.

Section 14.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Director of Human Resources, Room 840, and both addressed to 118 N. Clark Street, Chicago, Illinois 60602 or if by the County, then such notice shall be addressed to the Vice President, Local 458-M Graphic Communications Conference/International Brotherhood of Teamsters, 455 Kehoe Blvd., Suite 102, Carol Stream, IL 60188. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 11th day of September, 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: Local 458-M Graphic Communications Conference, International
Brotherhood of Teamsters Union

BY:

Paul A. Mancillas, Jr.

PAUL A. MANCILLAS, Vice President

Vice President

7/26/13

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 11 2013

COM _____

APPENDIX A

Job Code	Title Represented	Wage Rate	Effective Date
2362	Book Binder	\$27.50	1/1/12

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% ***	*** 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.

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*
Ambulance Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	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
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *
Facility Charges	100%	100%	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
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0
* 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.			
			Benefit Level Effective 12/1/07
			\$7
			N/A
			\$15 *
			\$25 *
			2 x Retail Co-pay

**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	\$1,500 per person; per year	
Deductible	\$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)	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	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	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	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$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.