

COLLECTIVE BARGAINING AGREEMENT

Between

**COOK COUNTY PHARMACY ASSOCIATION, CHICAGO JOINT BOARD,
RETAIL, WHOLESALE & DEPARTMENT STORE UNION**

LOCAL 200

**HEALTH AND HOSPITAL SYSTEM
ADMINISTRATIVE ASSISTANTS III'S & IV'S
TALENT MANAGEMENT ASSISTANT
TALENT MANAGEMENT SPECIALIST
HUMAN RESOURCE SPECIALIST**

And

COUNTY OF COOK

November 1, 2008 through November 30, 2012

**Effective
October 16, 2012**

TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
		PREAMBLE	1
I		RECOGNITION	1
	1.1	Representation	1
	1.2	Union Membership	1
	1.3	Dues Check off	1
	1.4	"Fair Share"	2
	1.5	Religious Exemption	2
	1.6	Indemnification	3
II		DECLARATION OF PURPOSE AND AUTHORITY OF THE COUNTY	3
	2.1	Community Interest	3
	2.2	County Authority	3
	2.3	County Obligation	3
	2.4	Employee Obligation	4
	2.5	Union and County Meetings	4
III		HOURS OF WORK AND OVERTIME	4
	3.1	Purpose of Article	4
	3.2	Regular Work Periods	4
	3.3	Overtime Pay	5
	3.4	Release Time	5
IV		SENIORITY	5
	4.1	Probationary Period	5
	4.2	Definition of Seniority	6
	4.3	Promotion and Assignments/Lay Off Preference	6

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	4.4	Reduction in Work Force	6
	4.5	Return to Former Job	7
	4.6	Return to Represented Unit	7
	4.7	Seniority List	7
	4.8	Termination of Seniority	8
	4.9	Transfer of Stewards	8
	4.10	Evaluations	8
V		RATES OF PAY	8
	5.1	Job Classifications/Rates of Pay	8
	5.2	New, Changed or Misclassifications	8
	5.3	Classification and Grade Changes	9
	5.4	Part-Time Employees	10
VI		HOLIDAYS	10
	6.1	Regular Holidays	10
	6.2	Eligibility	11
	6.3	Working Holidays	11
	6.4	Holidays in Vacations	11
	6.5	Failure to Report	11
	6.6	Holiday Pay	11
	6.7	Floating Day	11
VII		VACATIONS	12
	7.1	Eligibility	12
	7.2	Eligibility Year	12
	7.3	Vacation Accrual	12
	7.4	Vacation Preference and Scheduling	12
	7.5	Accrued Benefits at Separation	12

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
VIII		WELFARE BENEFITS	13
	8.1	Hospitalization Insurance - Employee Contributions	13
	8.2	Sick Pay	13
	8.3	Disability Benefits	14
	8.4	Life Insurance	14
	8.5	Pension Plan	14
	8.6	Dental Plan	14
	8.7	Vision Plan	14
	8.8	Hospitalization - New Hires	14
	8.9	Flexible Benefits Plan	15
	8.10	Insurance Opt-Out	15
IX		ADDITIONAL BENEFITS	15
	9.1	Bereavement Pay	15
	9.2	Jury Make-Up Pay	15
	9.3	Election Day	16
X		LEAVES OF ABSENCE	16
	10.1	Regular Leave	16
	10.2	Sick Leave	16
	10.3	Seniority on Leave	16
	10.4	Retention of Benefits	17
	10.5	Military Leave	17
	10.6	Family Medical Leave Act (FMLA)	17
	10.7	Educational Leave	19
XI		GRIEVANCE PROCEDURE	19
	11.1	Definition	19
	11.2	Discipline	19
	11.3	Representation	19
	11.4	Grievance Procedure Steps	19

TABLE OF CONTENTS

(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	11.5	Time Limits	20
	11.6	Stewards	20
	11.7	Union Representatives	20
	11.8	Impartial Arbitration	20
	11.9	Availability of Information	21
XII		CONTINUITY OF OPERATION	21
	12.1	No Strike	21
	12.2	Union Responsibility	22
	12.3	Discharge of Violators	22
	12.4	No Lock-Out	
21	12.5	Reservation of Rights	22
XIII		MISCELLANEOUS	22
	13.1	No Discrimination	22
	13.2	Safety	22
	13.3	Doctor's Statement	22
	13.4	Voluntary Workers	23
	13.5	Bulletin Boards	23
	13.6	Partial Invalidation	23
	13.7	Credit Union	23
	13.8	Personnel Files	23
	13.9	Security Cameras	23
	13.10	Sub-Contracting	23
	13.11	Residency Requirements	24
XIV		DURATION	24
	14.1	Term	24
	14.2	Notice	24
		Appendix A	
		Appendix C	

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the COOK COUNTY PHARMACY ASSOCIATION, LOCAL 200, CHICAGO JOINT BOARD, RETAIL, WHOLESALE & DEPARTMENT STORE UNION, hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "County."

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all full-time and regular part-time employees in position of **Administrative Assistant III and IV, Talent Management Assistant and Talent Management Specialist employed by the County of Cook Health and Hospital System at Provident Hospital, Stroger Hospital Cermak Health Services and their respective "tied" Ambulatory Care Health Network Facilities bargaining units to be under one collective bargaining agreement** (except those employees working less than twenty (20) hours per week), and excluding other employees of the County of Cook and Provident Hospital. **Stroger Hospital Cermak Health Services and their respective "tied" Ambulatory Care Health Network Facilities.**

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 as a condition of membership.

The County will grant the Union an opportunity for up to one hour 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. It is understood that the length (one hour maximum) and type of presentation are the Union's concern.

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, 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 may continue to retain a service charge of five cents (5¢) for making such deductions.

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 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 his 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 the state of 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 Religious 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) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Association 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 Association shall refund any such amount directly to the involved employee.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 Community Interest:

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

Section 2.2 County Authority:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

Section 2.3 County Obligation:

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

Section 2.4 Employee Obligation:

The parties recognize that there may be reasonable differences of opinion as to whether a particular work assignment to an employee is within a specific limitation of this Agreement. It is agreed that in such instance the employee shall comply with the assignment and shall then utilize the grievance procedure, if necessary, to settle the difference.

Section 2.5 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 the County agree to meet quarterly through designated representatives at the request of either party and at mutually agreed-upon times and locations.

Each party will try to ensure that representatives are present at such meetings who have direct knowledge of the issues to be discussed. In any event, no more than two (2) bargaining unit employees as representatives shall attend the meetings exclusive of Union staff. It is understood that the meetings will not exceed one (1) hour in duration, except by mutual agreement. Additional meetings may be scheduled at the request of either party. Representatives at these additional meetings shall be limited to those who have direct knowledge of the issues to be discussed.

The Union and the County further agree that each party will furnish the other with a list of agenda items for each such meeting at least one (1) week prior to the meeting.

For the purpose of this Agreement, "department" means Provident Hospital.

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

The provisions of this Article are not intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours or 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. It is intended that a full-time employee will be scheduled for eighty (80) hours per pay period, unless the employee is on leave without pay or suspension without pay.

Section 3.2 Regular Work Periods:

- A. The regular workday for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods and breaks presently granted at the Hospital shall remain in effect, provided that total time for lunch and break shall not exceed one (1) hour. The regular pay period shall consist of two (2) regular work weeks.
- B. The County may also schedule employees in particular areas for ten (10) consecutive hours of work on eight days in a fourteen (14) day pay period, and not ordinarily schedule such

work for individuals on more than four (4) consecutive work days. Hours worked in excess of ten (10) in one (1) day or eighty (80) in a pay period shall be paid for at the rate of time and one-half the applicable rate. 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.

If an employee working these 10 hour shifts does not work a holiday, this employee will be paid ten (10) hours of holiday pay.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half times the total of the employees' regular hourly rate (including any differentials) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period, except as noted in Article III, Section 2 paragraph B. For purposes of this section, days on vacation, jury duty or bereavement leave shall be considered as days worked. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing his/her first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

The County shall refuse overtime that would result in more than 40 hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity.

Section 3.4 Release Time:

Elected Union officers working either a regular shift or an overtime shift shall be paid to attend the following meetings:

- 1) Negotiation sessions
- 2) Grievance Hearings
- 3) Disciplinary Hearings

The officer shall notify his/her supervisor promptly upon the scheduling of the meeting.

If the officer is not scheduled to work, he/she will not be paid. Officers scheduled on overtime shifts shall be paid at a straight time rate. Only one officer or steward will be paid to attend any particular grievance or disciplinary hearings.

**ARTICLE IV
Seniority**

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee

shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 4.2 Definition of Seniority:

Seniority is an employee's length of continuous employment in his/her position. "Position" in this Agreement means the call of "Administrative Assistant III or Administrative Assistant IV".

Section 4.3 Promotion and Lay-off Preference:

- A. Bargaining unit employees shall receive preference over other applicants in filling vacant positions. Among bargaining unit employee applicants, the following shall be considered.
- (1) Seniority, and
 - (2) Ability and fitness to perform the required work.
- B. When the qualifications in (2) are substantially equal seniority shall be the controlling factor.

Vacant positions shall be posted at **all bargaining unit locations and or electronically** for at least seven (7) working days and may be simultaneously posted and advertised at the same time.

Section 4.4 Reduction in Work Force:

The Union and the County agree that security in employment becomes relatively more important as employees increase their service at the **Cook County Health and Hospital System and its predecessor**. Should the County find it necessary to decrease the number of employees working within a position, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of layoff of employees, except for a layoff of five (5) days or less in which case no notice need be given before or after such period. During that interim period the County will meet with the Union to discuss the impact of that layoff on the affected employees. Employees in the affected position(s) shall be initially selected for layoff in accordance with Section 4.3, and shall be given notice thereof at least two (2) weeks prior to the effective date, except for a layoff of five (5) days or less, in which case no be given before or after such period. Employees laid off as a result of the procedure shall be subject to recall in accordance with the provisions of Section 4.2, 4.3 before hiring new employees.

"Position" in this Agreement means the class of "Administrative Assistant III or Administrative IV."

Employees laid off as a result of this procedure shall be subject to recall in accordance with the provisions of Section 4.3 before hiring new employees for a period of two years after the layoff and the Employer shall notify laid off employees during period of such availability.

Section 4.5 Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit may be returned by the Hospital to the former job or status within a reasonable period, but not to exceed ninety (90) calendar days, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted, transferred or recalled. During such ninety (90) calendar days, an employee shall retain seniority in the job classification from which promoted, transferred or recalled, and only thereafter shall seniority be transferred to the new job classification. An employee who has accepted another job within the represented unit may ask to return to the former job within seven (7) calendar days after commencing work on the new job without loss of seniority in the old job.

Section 4.6 Seniority List:

As soon as possible, 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 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 from that time forth and forever. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted.

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 department head or designee during such period of the reason for the absence, unless the employee's explanation demonstrates that it would be unjust to mandate such sanction;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee's explanation demonstrates that it would be unjust to mandate such sanction;
- (e) absence from work because of lay-off 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 notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from lay-off, 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 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 6, 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 4.9 Evaluations:

Each employee will be evaluated according to the County's established evaluation procedure. Each employee shall be shown his or her evaluation, which shall be placed in the employee's file. A copy of the final evaluation will be provided to the employee. Employees shall have the right to respond in writing to their evaluation, and such response shall be placed in the employee's file.

**ARTICLE V
Rates of Pay**

Section 5.1 Job Classifications/Rates of Pay:

The salary grades and steps applicable to Administrative Assistants III's and IV's shall be increased as follows during the term of this Agreement for employees on the active payroll as of Union ratification and County approval of this Agreement:

Effective the first full pay period on or after 1/01/11	2.25%
Effective the first full pay period on or after 06/01/12	3.75%

Section 5.2 New, Changed or Misclassifications:

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

- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include this reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.

Section 5.3 Classification and Grade Changes:

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

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

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

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

B. **Reclassifications:**

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

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

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

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

C. Demotions:

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

1. An employee performing the duties of a job continuously since the beginning of Fiscal Year 2005, and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 2005 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

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

- E. Personnel promoted shall be paid upon promotion and employees transferred and promoted shall assume their new duties as soon as practical.

Section 5.4 Part-Time Employees:

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement.

Part-time employees regularly employed for twenty (20) or more hours per week shall be entitled to vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay and bereavement pay on a pro rata basis.

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

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

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

New Year's Day
Lincoln's Birthday

Martin Luther King's Birthday
Presidents' Day

Independence Day
Columbus Day
Thanksgiving Day

Memorial Day
Labor Day
Veteran's Day
Christmas Day

Section 6.2 Eligibility:

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

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee's explanation for failing to report demonstrates that it would be unjust to mandate such sanction.
- (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 hospital operates every day of the year, and it is not possible for all employees to be off duty on 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 two and one-half (2-1/2) times the employee's regular hourly rate for the hours actually worked (including shift premium if applicable), but shall forfeit their right to have a day off for the holiday. It is agreed that if more than one employee volunteers to work the holiday, the assignment shall go to the employee with the most seniority as defined herein.

Section 6.4 Holidays in Vacations:

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

Section 6.5 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday. Such an employee who fails to report because of sickness can receive sick pay if eligible.

Section 6.6 Holiday Pay:

Except as outlined in Article III, Section 2, paragraphs B and C, employees eligible for holiday pay shall be paid eight (8) hours pay including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

Section 6.7 Floating Day:

In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which 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 by the employee. The floating holiday will be scheduled upon at least forty-eight (48) hours' notice and in accordance with the procedure for vacation selection as set forth in this Agreement. Use of the

floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If an employee is required to work on an approved, scheduled floating day, the employee shall be entitled to holiday pay pursuant to Article VI, Section 6.

ARTICLE VII Vacations

Section 7.1 Eligibility:

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

<u>Service</u>	<u>Vacation</u>
1 Year	3 Weeks
5 Years	4 Weeks
10 Years	5 Weeks

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

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.

Section 7.3. Vacation Accrual:

During the employees first four (4) years of service, vacation credit will accrue at the rate of 4.62 hours per pay period; during the next five (5) years at the rate of 6.16 hours per pay period and thereafter at the rate of 7.7 hours per pay period.

Section 7.4 Vacation Preference and Scheduling:

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

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

- 0.05% for employee coverage
- 0.75% for employee and children coverage
- 1.00% for employee and spouse coverage
- 1.25% for family coverage

PPO

- 1.50% 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, after consultation with Local 200. All employee contributions for Health Insurance shall be made on a pre-tax basis.

Section 8.2 Sick Pay:

An employee shall accumulate sick pay credits at the rate of 3.7 hours for each pay period in which the employee works or is paid for at least eighty (80) straight time hours. Sick pay may be accumulated to a maximum of one hundred seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period of absence from work due to occupational illness or injury.

An employee prevented from working due to illness or injury (other than occupational illness or injury) shall be entitled to receive sick pay for each day he/she would have worked and is hospitalized; for illness to the employee's spouse or dependent children or any non-hospitalized absence of the employee.

Sick pay 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 pay except in cases of excessive absenteeism. The County shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse.

Except as outlined in Article III, Section 2, paragraph C, for purposes of this Section, a day shall be defined as the number of regularly scheduled work hours as it relates to both sick leave accrual and the sick leaves deductible.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof 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; 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. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

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

Section 8.6 Dental Plan:

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

Section 8.7 Vision Plan:

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

Section 8.8 Hospitalization - New Hires:

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

Section 8.9 Flexible Benefits Plan:

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

Section 8.10 Insurance Opt-Out:

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. The insurance opt-out payment will be eliminated for County employees who are married to other County employees or registered domestic partners and receive the opt-out payment while maintaining coverage on their County spouse's or registered domestic partner's insurance.

**ARTICLE IX
Additional Benefits**

Section 9.1 Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between date of death and date of burial (both inclusive), plus 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 and relationship to the deceased. Any additional time needed in the event of bereavement may be taken as 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.

**ARTICLE X
Leaves of Absence**

Section 10.1 Regular Leave:

An employee may be granted a leave of absence without pay by the Department Head, with the written approval of the Chief Operating officer of Provident Hospital. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Chief Operating Officer of Provident Hospital or his or her designee 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 subject to the benefits and burdens of Article IV, Section 3.

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

Section 10.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves or any extensions thereof shall be handled in the manner specified in Section 1 of this Article, 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 postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. Employees shall, upon request, receive maternity/paternity leave for adoptions as well as biological childbirth.

Section 10.3 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 Sections 1 or 2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 10.4 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on 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 Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.5 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 **Uniformed Services Employment Rights Act, 38.U.S.C. 4301, et seq.**

An employee who has at least six (6) months or more of continuous actual services 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 fifteen (15) calendar days in each year or as amended pursuant to **Cook County Policy**

Section 10.6 Family Medical Leave Act (FMLA):

Employees will be granted family medical leaves in accordance with the Family Medical Leave Act (FMLA).

Family and Medical Leave as described in this Section does not diminish other leaves contained in this contract.

An eligible employee may take approved unpaid family and medical leave of up to twelve (12) weeks per rolling twelve (12) month period as set forth below.

1. An eligible employee is one who has been employed by the County for the past 12 months and who has worked at least 1250 hours during the twelve month period preceding leave commencement.
2. The circumstances under which an approved leave may be taken are as follows:
 - a. upon the birth of the employee's child;
 - b. upon the placement of a child with the employee for adoption or foster care;
 - c. when the employee is needed to care for a child, spouse, parent, or parent-in-law

who has a serious health condition; or

- d. when the employee is unable to perform the functions of his or her position because of a serious health condition.

A serious health condition is any illness, injury, impairment or physical or mental condition that requires inpatient care or continuing treatment by a physician.

3. If an employee has accrued sick, personal, paternity, or maternity leave which applies to the reason for the desired leave, such leave must be exhausted before the County will grant unpaid leave under this provision. Any such use of that leave also shall be considered family and medical leave and will be deducted from the twelve (12)-week total available under this section and the Family and Medical Leave Act.
4. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide notice in writing at least thirty (30) days prior to the start of the leave or, if these events require leave to begin in less than thirty (30) days, or if the need for the leave is not foreseeable, as soon as practicable.
5. The County may require medical certification to support a claim for leave for the employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, such certification must include a statement that the employee is unable to perform one or more essential functions of his or her position. For leave to care for a seriously ill child, spouse or parent, such certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the County may require a second medical opinion and periodic re-certifications at its own expense. If the first and second opinions differ, the County, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the County and the employee.
6. If certified medically necessary for a serious health condition, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on such a basis, however, the County may require the employee to transfer temporarily to an alternative position at the same rate of pay.
7. Any employee who is granted an approved leave of absence under this provision may maintain group health insurance coverage by paying to the County before the end of the preceding month his/her contribution to the cost of that insurance. If the employee maintains such coverage, the County will continue during the leave period to make a contribution it would otherwise make pursuant to other provisions of this Agreement. If the employee elects not to return to work upon completion of an unpaid leave, the County may recover from the employee the cost of such payments made by the County, unless the employee's failure to return is for reasons beyond his or her control.
8. **An employee granted a family and medical leave must use available benefit time such as sick, vacation, personal and compensatory time. Employee may not opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical Leave.**

Section 10.7 Educational Leave:

While it is understood there is no formal leave policy for educational purposes, the County will attempt to accommodate scheduling of employees attending work related classes.

**ARTICLE XI
Grievance Procedure**

Section 11.1 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, this Agreement, the County's rules and regulations, or disciplinary action which does not include insurance disputes between employees and their dependents and the claims processor (which disputes are covered by a separate appeals process).

The grievance must be in writing and must contain a statement of the facts sufficient to apprise the County of the matter(s) complained of, the contract provision(s) alleged to be violated, and the remedy requested. If the grievance is defective, it may be returned to the grievant/Union, (depending on who filed the grievance) who shall have seven working days to correct the defects. The Union will send copies of grievances appealed or submitted to steps three or four to the County's Director of Human Resources or his/her designee. Grievances related to suspension or discharge may be filed at Step 3 in the grievance procedure.

Section 11.2 Discipline:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any proceeding consistent with the Cook County Disciplinary Action Policy and Procedure. The Union and County agree that discipline should be timely, progressive and accompanied by counseling. Disciplinary charges must be brought within 30 days of knowledge of the event giving rise to the discipline, provided however, that if the County reasonably requires additional time to investigate beyond the 30-day period it will so notify the Union, within said 30 days.

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Limited attendance of additional Union stewards for training purposes will be allowed with prior notification. 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.

Section 11.4 Grievance Procedure Steps:

Before a grievance is filed at Step 1, the written grievance must be presented to the affiliate's Human Resources Department, where it will be assigned a number. A copy of an appeal to Step 3 shall be sent by the Union to the applicable affiliate's Director of Human Resources.

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</u> (calendar days)	<u>Time Limits Submitted</u>	<u>Meeting</u>	<u>Response</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	10 days	Hospital Director/ Designee	10 days	10 days
3	10 days	Human Resources Director/ Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

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

Section 11.6 Stewards

Depending upon operational needs of the department, stewards shall be allowed to attend authorized meetings with Union Representatives during normal working hours without loss of pay. Such meetings shall be limited to a maximum of four per year per steward.

The Union will advise the County in writing of the names of the two (2) stewards in the department 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 11.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable time 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:

If the Association is not satisfied with the Step 3 answer, it may 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. The County proposes a permanent list of arbitrators to be mutually agreed upon. The remaining name shall be the Arbitrator. The Association and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Association. 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 Association. 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 Availability of Information:

Appropriate information, required by the Union to process a grievance, shall be provided by the County in a timely manner. To obtain this information, the Union must request it in writing. Such requests shall state the reason for the request, be specific as to the information requested--to include specific employee names when appropriate, state the grievance number, and shall be submitted in a timely manner to the department head/designee.

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 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 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. In the taking of such disciplinary action, the County will not discriminate among employees on the basis of race, color or creed.

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 is 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 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; to the extent it is not inconsistent with this contract.

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 appreciates suggestions from employees concerning safety matters and will meet periodically with the Union to discuss these. No bargaining unit member shall be required to lift weights of more than sixty (60) pounds unassisted.

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 and/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 reason to suspect that the individual did not have valid health reasons for the absence. If indicated by the nature of a health absence, examination by a facility or county physician may be required to make sure that Employee is physically fit for return to work.

Section 13.4 Voluntary Workers:

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

Section 13.5 Bulletin Boards:

The County will provide a bulletin board at Provident Hospital for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards

Notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

Section 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.

Section 13.7 Credit Union:

The County will continue to deduct from the wages of employees duly authorized deductions for the Union's Credit Union, and shall forward such amounts to the Credit Union. To the extent practicable, the County also will permit use of its premises by the Credit Union.

Section 13.8 Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request.

Section 13.9 Security Cameras:

No security cameras shall be posted in areas where employees have a reasonable expectation of off-duty privacy, such as washrooms and lunch areas. The cameras/videos are primarily to be used for security of staff and property.

Section 13.10 Sub-Contracting:

It is the general policy of the County 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 sixty (60) days in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 13.11 Residency Requirement:

The County shall only employ persons who maintain residence in the County of Cook throughout their employment. Wages, salary and employee benefits may only be paid to persons residing in the County of Cook. Any new employee shall have six months from the date of hire to establish actual residency within Cook County. All present employees who reside outside of the County as of December 5, 2000, are exempt from provisions of the Residency requirement of this section.

**ARTICLE XIV
Duration**

Section 14.1 Term:

This Agreement shall become effective on **December 1, 2008** and shall remain in effect through **November 30, 2012**. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement. In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days 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 Chief of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 37 South Ashland Avenue, Chicago, Illinois 60607. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 16th day of October day of 2012.

COUNTY OF COOK:

By: Toni Preckwinkle
TONI PRECKWINKLE
Cook County Board of Commissioners

Attest:

By: David Orr
DAVID D. ORR,
Cook County Clerk

UNION:
Cook County Pharmacy Association, Chicago Joint Board, Retail, Wholesale & Department Store Union, Local 200

By: George Leonard 18 Sep 2012
GEORGE LEONARD, President, Local 200

A.A.V.

Amelia Tucker
AMELIA TUCKER, PRESIDENT
Chicago Joint Board, Retail, Wholesale & Department Store Union

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 16 2012

COM _____

APPENDIX A

**Cook County Pharmacy Association, Local 200
Health & Hospital System**

Job Code	Grade	Job Classification
0048	16	Administrative Assistant III
0050	18	Administrative Assistant IV
5377	18	Human Resources Specialist
5421	19	Talent Management Assistant
5420	21	Talent Management Specialist

	AFTER 1					AFTER 2					AFTER 1				
	1ST	2ND	3RD	4TH	5TH	YEARS AT	LONGEVITY RATE & 10	LONGEVITY RATE & 15	LONGEVITY RATE & 20	YR AT 1ST	YR AT 2ND	YR AT 3RD	YR AT 1ST	YR AT 2ND	YR AT 3RD
13	Hourly	18,149	19,047	20,012	20,977	21,928	23,025	23,484	23,710	23,484	23,710	24,427	23,484	23,710	24,427
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,878.72	1,896.80	1,878.72	1,896.80	1,954.16	1,878.72	1,896.80	1,954.16
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	48,847	49,317	48,847	49,317	50,808	48,847	49,317	50,808
14	Hourly	19,420	20,488	21,437	22,519	23,585	24,704	25,215	25,465	25,215	25,465	26,234	25,215	25,465	26,234
	Bi-Weekly	1,553.60	1,639.04	1,714.96	1,801.52	1,886.80	1,976.32	2,017.20	2,037.20	2,017.20	2,037.20	2,098.72	2,017.20	2,037.20	2,098.72
	Annual	40,394	42,615	44,589	46,840	49,057	51,384	52,447	52,967	52,447	52,967	54,567	52,447	52,967	54,567
15	Hourly	20,977	21,928	23,025	24,166	25,379	26,573	27,110	27,387	27,110	27,387	28,204	27,110	27,387	28,204
	Bi-Weekly	1,678.16	1,754.24	1,842.00	1,933.28	2,030.32	2,125.84	2,168.80	2,190.96	2,168.80	2,190.96	2,256.32	2,168.80	2,190.96	2,256.32
	Annual	43,632	45,610	47,892	50,265	52,788	55,272	56,389	56,965	56,389	56,965	58,664	56,389	56,965	58,664
16	Hourly	22,519	23,586	24,704	25,886	27,135	28,393	28,978	29,258	28,978	29,258	30,142	28,978	29,258	30,142
	Bi-Weekly	1,801.52	1,886.88	1,976.32	2,070.88	2,170.80	2,271.44	2,318.24	2,340.64	2,318.24	2,340.64	2,411.36	2,318.24	2,340.64	2,411.36
	Annual	46,840	49,059	51,384	53,843	56,441	59,057	60,274	60,857	60,274	60,857	62,695	60,274	60,857	62,695
17	Hourly	24,166	25,380	26,573	27,811	29,186	30,629	31,228	31,526	31,228	31,526	32,480	31,228	31,526	32,480
	Bi-Weekly	1,933.28	2,030.40	2,125.84	2,224.88	2,334.88	2,450.32	2,498.24	2,522.08	2,498.24	2,522.08	2,598.40	2,498.24	2,522.08	2,598.40
	Annual	50,265	52,790	55,272	57,847	60,707	63,708	64,954	65,574	64,954	65,574	67,558	64,954	65,574	67,558
18	Hourly	25,886	27,136	28,393	29,805	31,179	32,718	33,387	33,703	33,387	33,703	34,747	33,387	33,703	34,747
	Bi-Weekly	2,070.88	2,170.88	2,271.44	2,384.40	2,494.32	2,617.44	2,670.96	2,696.24	2,670.96	2,696.24	2,779.76	2,670.96	2,696.24	2,779.76
	Annual	53,843	56,443	59,057	61,994	64,852	68,053	69,445	70,102	69,445	70,102	72,274	69,445	70,102	72,274

Side Letter of Agreement

Between

**COOK COUNTY PHARMACY ASSOCIATION, CHICAGO JOINT BOARD,
RETAIL, WHOLESALE & DEPARTMENT STORE UNION
LOCAL 200**

**ADMINISTRATIVE ASSISTANTS III'S & IV'S
TALENT MANAGEMENT ASSISTANT
TALENT MANAGEMENT SPECIALIST
HUMAN RESOURCE SPECIALIST**

And

**COUNTY OF COOK
HEALTH AND HOSPITAL SYSTEM**

From this date through November 30, 2012, if the County enters into a collective bargaining agreement (for any non-law enforcement/non interest arbitration eligible bargaining unit) that provides (to be effective during the life of the 2008-2012 collective bargaining agreement) for a greater across-the-board wage increase or lower employee contribution rate than those negotiated above for the Local 200 bargaining unit employees, then any such wage increase or health insurance change will be applied as well to the members of this bargaining unit.

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

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

BENEFIT OVERVIEW

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

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

**Employee Contributions
Effective June 1, 2008**

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