

COLLECTIVE BARGAINING AGREEMENT

Between

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

And

COUNTY OF COOK

December 1, 2008 through November 30, 2012

Effective December 18, 2012

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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, AFL-CIO-CLC, hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "County."

The Union and the County have made this Agreement in order to promote cooperation among the County, employees of the Pharmacies and the Union to the end that the best possible patient care will be provided.

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all employees of the County at John H. Stroger, Jr. Hospital, Oak Forest Hospital, CORE, Provident Hospital, Cermak Health Services and Ambulatory Care Health Network ("ACHN") in the job classifications set forth in Appendix A of this Agreement (except those employees working less than twenty (20) hours per week), and excluding all managers, supervisors, confidential and all other employees.

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 (50¢) 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 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 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 four (4) representatives of each party at John H. Stroger, Jr. Hospital, or two (2) at Oak Forest Hospital, Provident Hospital or Cermak Health Services, or one (1) at CORE, respectively, shall attend the meetings, exclusive of Union staff or County non-Hospital administrative personnel. 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. Agenda items will be given to the Director of the Pharmacy and the President of Local 200, or to their designees.

Section 2.6 Meetings on Department Operations:

For purposes of this Agreement, "department" means ACHN, Cermak Health Services, John H. Stroger, Jr. Hospital, Oak Forest Hospital, and Provident Hospital.

For the purpose of conferring on matters as they relate to the operations of the department, the Union and the County agree that at John H. Stroger, Jr. Hospital there shall be a monthly meeting in each division of the department. This meeting shall be scheduled to allow maximum possible staff participation. It is the intent to have participation by all levels to include technicians, pharmacists, clinical pharmacists, supervisors, and management. Management reserves the right to determine the minimum staffing levels to ensure continuity of patient care. The meeting need not exceed one-half (1/2) hour in duration.

For the purposes of conferring on matters as they relate to the daily operations of the Department at Oak Forest Hospital, the Union and the County agree to have general monthly staff meetings at the request of either party at a mutually agreed upon time and location. While it is the intent to have participation by all members of the Union and Management present, Management reserves the right to determine the minimum staffing level to ensure continuity of patient care. Each party will try to ensure that representatives are present at such meetings who have direct knowledge of the issues to be discussed. It is understood that the purpose of the meeting is to identify and clarify problems/issues for future resolutions and comments. The Union and the County further agree that each party will furnish the other with a list of topics for discussion.

The meeting will not exceed one (1) hour in duration with approximately fifteen (15) minutes allotted to each topic. Additional meetings may be scheduled with representatives at these meetings limited to those who have direct knowledge of the issues to be discussed.

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. In the event that a full-time employee is inadvertently scheduled for less than eighty (80) hours in a pay period, except as noted in Article VII, section 5, paragraph C, number 7 the employee shall have their shift(s) extended in the same pay period if reasonably possible, or if not in the next pay period by up to 2 hours per shift at regular pay to make up for the short hours.

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 is not less than 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 eight (8) hours of holiday pay and, to the extent that the employee has available vacation, two (2) hours' vacation pay will be paid and charged to the employee's vacation time.
- C. For the night shift at John H. Stroger, Jr. Hospital, the County may schedule an employee to work 7 consecutive 10-hour shifts. Employees so scheduled on the night shift shall be paid for 80 hours of pay for the 70 hours worked and they will not receive the night shift differential pay. Only hours worked in excess of 10 hours in one day or 70 hours in a pay period shall be paid at a rate of time and one-half the applicable rate. The night shift shall be defined as shifts beginning at or later than 9:00 p.m. through midnight.

John H. Stroger, Jr. Hospital assignment to the night shift rotation shall be made from the following groups of employees:

1. Volunteers
 - a. Incumbents on the night shift have priority.
 - b. Seniority
2. If needs exist after #1, above, there shall be established 2 seniority lists:
 - a. Over 1 year seniority in the job classification.
 - b. Less than 1 year seniority in the job classification and not on probation.

Staff for the night shift shall be rotated among enough personnel to make up 2 regular teams of employees for the normal staffing pattern, and a third team acting as backup to cover absences. If there are not enough volunteers from 1 above, 50% of the remaining staff shall be taken from the least senior personnel from 2A, and 50% of the least senior personnel from 2B, above. The Union will be notified in advance of any changes in the size or composition of the night shift teams.

Employees who are working this 7 on 7 off schedule shall be subject to the following concerning their use of sick time, vacation time, overtime, dock time, and holiday pay:

1. Sick time, vacation time, and dock time shall be charged at 1.05 times the amount of time actually used.
 2. If an employee does not work the holiday (i.e., the holiday falls in the 7 of period), the employee will be compensated for the holiday with 8 hours of pay rather than another day off. Such buying out of the vacation day will not count towards the 80 hours of time needed in the pay period to pay overtime.
 3. If an employee does not work the holiday (i.e., the holiday falls in the 7 on period), this employee will be paid 8.0 hours of holiday time and to the extent that the employee has available vacation, 2.1 hours of vacation pay will be paid and charged to his/her vacation time.
- D. Clinical Pharmacists may not work more than eighty (80) hours per pay period without the approval of their supervisor. Those who do work more than eighty (80) hours per pay period with such approval will receive compensatory time for the hours they worked over eighty (80). Clinical Pharmacists may start within sixty (60) minutes before or after their regularly scheduled start time and they will work no less than seven nor more than nine hours per work day unless otherwise approved by their supervisor. Such compensatory hours shall be accrued at 1-1/2 times the regular hourly rate. It is understood that up to twelve (12) compensatory days can be accrued, and these may be used consecutively with the approval of the Pharmacy Director/Designee. Compensatory days will be taken within one (1) year of the date on which they are earned, unless for programmatic necessity no days off is available, in which case such period shall be extended. Compensatory days accrued in excess of twelve (12) will be paid for in cash at the overtime rate.

- E. An employee who has completed the probationary period may exchange a shift assignment with another bargaining unit member, but may not use the exchange process to avoid working required rotations or to increase their overtime. The request must be in writing, indicate the consent of the other employee by having the second employee's signature on the request, and be submitted to the Pharmacy Director/designee no later than twenty-four (24) hours before the requested change. Excessive use of shift exchanges may require a justification and may be a reason for denial. Denial may be made only for good cause, which must be specified in writing.

At Oak Forest Hospital for 10-hour positions and the 10-hour swing position to cover vacation time off, when a vacancy occurs in a 10-hour position, it will first be offered to the 10-hour swing pharmacist. Then, either the 10-hour swing position or the 10 hour position (if accepted by the 10-hour swing pharmacist) will be posted for 7 days and filled by seniority. All other shift vacancies will be based on seniority.

- F. Switches: Employees will be allowed up to seven (7) switches within four (4) pay periods, however, no more than two (2) switches shall be used in any one (1) pay period.

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 C. 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.

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. When two or more provisions requiring the payment of overtime or other premium pay are applicable, the one most favorable to the employee shall apply.

Section 3.5 Overtime in Holiday Week:

The number of hours for which an employee is paid but which are not worked on a regular holiday, including a compensating day off as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime, except as noted in Article III, Section 2, paragraph C.

Section 3.6 Overtime Work:

Probationary employees will not be allowed to work overtime unless the shift is uncovered 96 hours in advance of its start. Employees will be expected to perform any reasonable amounts of overtime work assigned to them. Except in short notice situations, notice of available overtime, other than special assignment overtime, will be posted in designated areas as far in advance as

possible. Short notice situations shall be defined as situations where the need for overtime is known less than 96 hours prior to the start of the shift. Special assignment overtime, while not posted, shall not exceed five percent (5%) of the overtime worked in each pay period.

Employees may indicate desire for overtime by signing the posted sign-up sheet. If an available overtime shift is not filled on a voluntary basis, it may be assigned to employees who are immediately available, based upon ability to perform the work. At John H. Stroger, Jr. Hospital, when overtime is assigned among the eight most junior non-probationary employees on the basis of reverse seniority among pharmacist and pharmacy technicians, respectively. Employees who are absent or an assigned overtime shift will be assigned the next overtime that is mandated. At Oak Forest Hospital, assignment will be based on a "pull list" based on night credits and reverse seniority.

Approval or assignment of overtime will be based on ability to perform the work assignment and to work the necessary hours. Satisfactory performance of the work involved within the past twelve (12) months will be considered adequate evidence of ability to perform such work, except for work requiring current certification. It is the intention of the parties that voluntary overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. When two or more employees volunteer for the same overtime shift, it shall be given to the employee with the least cumulative overtime for the current fiscal year; with the only exception being that if both a full-time as well as a part-time employee volunteer for the same overtime shift, it shall be awarded to the full-time employee.

Supervisors and managers shall not work overtime to perform bargaining unit work except in the case of emergency, or where a bargaining unit member has not volunteered for the overtime shift by 96 hours prior to the shift. Same day call-offs constitute an emergency if no bargaining unit employee is present and available to work overtime.

Both parties agree that it is not desirable for an employee to work more than forty (40) hours of overtime in any pay period, or to work overtime on a day following a double shift. However, they both understand that this may be necessary to adequately staff for the work to be done; the employee may, but except in an emergency shall not be required to work more than 40 hours of overtime in any pay period, or to work overtime on a day following a double shift. When approving overtime, management must allow the employee to have seven (7) consecutive hours off in a 24-hour day. Cook County (the Hospital Finance Department) shall provide a cumulative list of overtime to the Union at least monthly. Provided an employee has had seven (7) hours between shifts, overtime shall not be denied on the basis of insufficient rest.

Clinical pharmacists will not work overtime to perform staff pharmacist work except in case of an emergency or where a staff pharmacist has not volunteered for the overtime shift by ninety-six (96) hours prior to the shift. Same day call-offs constitute an emergency if no staff pharmacist is present and available to work overtime. If clinical pharmacists work overtime, Section 3.2.D will apply.

Section 3.7 Rest Periods:

Employees working eight (8) consecutive hours shall be entitled to a total of sixty (60) minutes of meal and/or break time. Employees working in excess of eight (8) consecutive hours in any

shift will be granted an additional fifteen (15) minutes of break/meal time for each two (2) hours worked. All such time will be taken according to existing Department meal/break schedules.

Section 3.8 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 will be paid to attend grievance and 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 one hundred 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 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, except for benefit accrual purposes, is an employee's length of continuous employment in his/her current job classification.

Section 4.3 Promotion and Lay-off Preference:

In cases of promotion, layoff for a period in excess of five (5) days, and recalls for a period in excess of five (5) days, preference shall be given to employees as hereafter provided on the basis of:

- (a) Seniority, and
- (b) Ability and fitness to perform the required work.

When the qualifications in (b) are equal among the employees involved, seniority as hereinafter provided shall be controlling.

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 Hospital. Should the County find it necessary to decrease the number of employees working within a job classification, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of layoff of employees, except when a layoff of five (5) days or less is made under Section 3, 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 any alternatives to the layoff of employees. Employees in the affected classifications shall be initially selected for layoff in accordance with Section 3, and shall be given notice thereof at least two (2) weeks prior to the effective date, except when a layoff of five (5) days or less is made under Section 3, in which case no notice need be given before or after such period. An employee so selected shall be transferred to any other classification in which there is a vacancy, or which is filled by another employee who has not completed his/her probationary period, or, if neither such situation exists, then to any classification in which employees are working with less than one (1) year of seniority, all in accordance with Section 3. To the extent that it is consistent with the efficient operation of the Hospital and the seniority of the employees, those employees initially selected for layoff will be transferred to positions on the same shift as that worked by them immediately prior to being selected for layoff. Employees not having the right to be transferred to any job shall be laid off, and employees initially selected for layoff may accept it in lieu of any transfer as herein above provided. Employees laid off as a result of this procedure shall be subject to recall in accordance with the provisions of Section 3 before hiring new employees. Employees will be recalled to the classification held by them at the time of layoff, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification, and subsequently returned to their classification prior to the layoff, all in accordance with Section 3. Employees may refuse recall to a classification other than that from which they were laid off.

Section 4.5 Promotion and Assignment:

Employees within a department will be given preferential consideration in accordance with Section 4 for filling a vacant permanent position when a vacancy occurs in a classification. All jobs will first be posted on-line in the County's electronic job posting system and in each facility in the pharmacy department for a period of seven (7) calendar days, and only jobs not filled from within the department will be posted thereafter in other departments for a period of at least seven (7) calendar days. Pharmacist openings for all facilities shall be posted in the department area. The posting shall include a description of the duties, hours of work and working conditions entailed in the job. Employees in equal or lower pay grades or classifications in other departments who make application for the vacancy will be given preferential consideration in accordance with Section 4 before new employees are hired for the vacancy. Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. Cross-training will be provided within the facility to which the employee is assigned in both in-patient and out-patient pharmacies.

Bargaining unit personnel who receive State certification for higher paid classifications shall receive first consideration for promotion to said higher classification over any new hires, unless the employer can demonstrate the outside employee is a demonstrably superior candidate. Bargaining unit preference for vacancies at other Bureau of Health institutions shall be given in accordance with Section 4.

Section 4.6 Scheduling (Stroger Hospital only and not at the CORE Center):

Management shall determine shifts and start times. Employees shall select from posted shifts and start times, and bids shall be awarded to Inpatient and Outpatient employees on the basis of seniority. Start times within groups also will be awarded on the basis of seniority. One week out of eight, outpatient employees may be required to start one hour earlier or later than regular start time in order to be exposed to new practice areas that may be developed or to the following practice areas: NRP; Narcotics; Windows; or refills. One week out of eight, inpatient employees may be required to start one hour earlier or later than their regular start time in order to be exposed to new practice areas that may be developed.

Management shall repeat the bidding process if there is a change in start times, or if there is an addition of shifts, the new shift(s) will be bid, and awarded as above.

Section 4.7 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 4.8 Return to Represented Unit:

Except for employees who had an outstanding application to return to the unit on November 30, 1998 and who may retain full seniority, employees who have been promoted or transferred out of the bargaining unit who later return to the unit, without a break in service with the County, shall have their seniority restored to what it was when they left the unit, provided that an employee may exercise this right only once.

Section 4.9 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 4.10 Termination of Seniority:

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

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) absence from work because of 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 4.11 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 4.12 Temporary Employees:

Temporary jobs and temporary employees shall not exceed ninety (90) calendar days of employment, except summer replacement employees whose jobs and employment shall not exceed one hundred twenty (120) calendar days. If a temporary employee becomes a permanent employee by virtue of being retained for a period exceeding ninety (90) calendar days or one hundred twenty (120) calendar days, as herein above referred to, the position occupied shall then be posted and filled pursuant to Article IV, Sections 3 and 5, of this Agreement. A temporary employee will be given a permanent seniority date of the date originally hired if retained past the aforesated period, and that date shall be used when the employee bids for his/her present position or any other posted position. The employee may temporarily remain in the existing position until it is filled through the posting and bidding procedures. If the employee fails to retain the position or obtain any other position through the bidding procedures, the employee shall be placed on layoff pursuant to Article IV, Section 4, of this Agreement; however, if laid off, the employee will not be recalled to any job until it has been posted and bid upon by active employees. The provisions of Article IV, Section 9 (e), will apply to termination of employment in event of no recall.

Section 4.13 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 5.1A Job Classifications/Rates of Pay:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to Pharmacy Technicians 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 January 1, 2011 | 2.25% |
| Effective the first full pay period on or after June 1, 2012 | 3.75% |

Pharmacy Technicians on the active payroll as of Union ratification and County approval of this Agreement shall receive a gross, one-time bonus of \$500.00

Effective the first full pay period on or after June 1, 2007, pharmacists; hourly rate shall be increased by 2.50%.

Section 5.1B Technician Classification:

Employees in the classification of Pharmacy Technician I shall be promoted to Pharmacy Technician II once they meet the qualifications for Pharmacy Technician II as contained in the job description. Promotions shall take place the 1st full pay period after the qualifications are met. (See attached qualifications.)

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 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 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 Shift Differential:

Pharmacists will be paid a premium of one dollar and fifty cents (\$1.50) per hour for evening shift work and two dollars (\$2.00) per hour for night shift work. Pharmacy Technicians will be paid one dollar (\$1.00) per hour for evening and night shift work. For the purpose of this Section, evening shift work is all work performed by an employee at least 3/4th of whose scheduled working hours are between 3:00 p.m. and 11:00 p.m., and night shift work is all work performed by an employee at least 3/4th of whose scheduled working hours are between

11:00 p.m. and 7:00 a.m. The shift premium will not be paid to a regular day shift employee who starts work before the employee's normal starting time and works into the employee's regular shift, or who works beyond the employee's regular quitting time.

Section 5.5 Part-Time Employees:

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

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.

Section 5.6 On-Call Pay:

Present "On-Call" policies will remain in effect until rate for shift/day, etc. can be determined and standardized.

Section 5.7 Board Certification:

All Pharmacists that become board certified by the National Board of Pharmaceutical Specialties shall receive a one-step pay increase.

Section 5.8 Weekend Differential:

All employees who work weekends will receive, effective the first full pay period after ratification, an additional \$.20 per hour for all weekend hours worked. Pharmacy technicians will receive \$1.00 and Pharmacists will receive \$1.50 per hour for all weekend hours worked. Weekends are defined as all shifts starting between 12:01 a.m. Saturday through 11:59 p.m. Sunday.

Section 5.9 Antineoplastic Preparation Differential:

All employees involved with the preparation of antineoplastic agents will receive, effective the 1st payroll period after December 1, 1994, an additional \$1.25 per hour for hours worked. This differential shall be paid for hours worked between 7 a.m. and 6 p.m. only.

Employees involved with the preparation of antineoplastic agents on the weekend shall receive both the weekend differential and the antineoplastic differential.

Section 5.10 Clinical Differential:

Employees in the classification of Pharmacist Grade PC who are assigned to a clinical rotation which required at least 50% of work time in such functions at Oak Forest Hospital and Provident Hospital shall be paid at the rate for Clinical Pharmacists for the entire shift, effective the 1st payroll period after December 1, 1994.

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 | Martin Luther King's Birthday |
| Lincoln's Birthday | Presidents' Day |
| Independence Day | Memorial Day |
| Columbus Day | Labor Day |
| Thanksgiving Day | Veteran's Day |
| | Christmas Day |

The following shall be defined as major holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving and Christmas. The designation of minor holidays shall remain that specified in the February 27, 1985 memorandum to Clinical Staff.

Section 6.2 Eligibility:

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

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

Section 6.3 Working Holidays:

Because the 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.

If a Clinical Pharmacist works on a minor holiday as defined in Section 1, they shall be paid at the regular rate of pay and shall receive a compensatory day off which must be taken within ninety (90) days.

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) week's 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. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the twelve (12) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with

more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

Section 7.3 Vacation Accrual:

During the employees first four (4) years of service vacation credit will accrue at the rate of 1-2/13 days each two pay periods; during the next five (5) years at the rate of 1-7/13 days each two pay periods; and thereafter at the rate of 1-12/13 days each two pay periods.

Section 7.4 Vacation Pay:

Except as outlined in Article III, Section 2, paragraph C, vacation pay shall include shift differential pay for employees who have been regularly assigned to evening or night shifts for a period of at least six (6) months prior to the time the vacation is taken. Employees so assigned to evening night shifts for only a portion of their regular work week shall receive pro rata inclusion of shift premium in their vacation pay. Temporary assignments of such employees to the day shift shall not affect their right to receive such shift differential as part of their vacation pay.

Section 7.5 Vacation Preference and Scheduling:

- A. **Cermak Health Services:** Vacation scheduling at Cermak Health Services will be on a "first come, first served" basis. Requests for vacation in each calendar year will be accepted starting on December 1 of the previous calendar year. The first employee requesting specific vacation time shall have first preference for that time. For requests submitted at the same time seeking the same vacation dates, the employee with the most seniority shall have preference.
- B. **Oak Forest Hospital:** Requests for vacation in the period from February 1 through January 31 of the following year will be accepted starting on December 1.

The first employee requesting specific vacation time shall have first preference for that time. For requests submitted on the same day seeking the same vacation dates, the employee with the most seniority shall have preference, except during prime time.

Seniority can only be exercised once (regardless of the length of the vacation) during prime time of June, July, August, Thanksgiving, Christmas, and Easter.

For purposes of scheduling shifts, scheduling vacation, and posting overtime, the pharmacists assigned to work in the Oak Forest Central Fill Pharmacy will be treated separately from pharmacists assigned to work in other areas of Oak Forest Hospital.

Definitions: Thanksgiving represents the week of the holiday.
Christmas represents the 7 days before and after the holiday.
Easter represents the week before and after Easter Sunday.

Vacation requests for prime time will be processed as a group with priority over all other requests and initially limited to a maximum of 2 weeks/10 working days.

Members will be allowed to submit an amended vacation request for similar vacation period when original request is denied due to seniority preference.

When any vacation time is canceled by an employee, it will be posted on a bulletin board for 7 days. A majority of the days requested of the canceled vacation time has preference over a minority of the days requested. (Majority days referring to most continuous days requested including S days holidays and weekends, not the most total days requested.) If another employee has requested the same dates at the same time, the employee with the most seniority shall have preference.

When vacation time during prime time is canceled by an employee, it shall be posted (as mentioned above), and with priority given to those employees who do not yet have any time off during the prime time vacation period.

After vacations have been scheduled, employees may exchange or change vacation periods when time is available on the posted schedule and two (2) weeks notice is given. Employees may exchange vacation time of equal value (prime time for prime time, non-prime time for non-prime time and total number of days) with another employee. Employees may not give away approved vacation time. Any approved vacation time that will not be used by an employee must be posted (as mentioned above) for all employees to bid on.

In addition to the above, employees may request to use a single vacation day with 48 hours notice. Their request will not require justification, but will be subject to the following limitations:

No more than one pharmacist and one technician per division per day may take advantage of this clause.

An employee may not use more than five (5) such days in any given fiscal year.

These days may not be "piggybacked" together.

C. **John H. Stroger, Jr. Hospital and ACHN:**

By January 2 and July 1 of each year, each division (Out-patient/Fantus, In-patient, and Acquisition) will post a schedule for the six (6) months periods commencing respectively on April 1 and October 1. By February 1, and August 1, respectively, employees shall indicate their preferred vacation periods, with second and third choices. The County thereafter will schedule vacations based on the employee's seniority as defined herein, and a schedule thereof will be posted no later than thirty (30) days prior to April 1 and October 1, respectively. The number of employees in each division and classification who will be permitted to advance schedule their vacation are as follows: Out-patient/Fantus - two (2) pharmacists and three (3) technicians; In-patient-two pharmacists and three technicians; Acquisition - one pharmacist and two technicians.

The County and the Union further agree that at facilities other than Oak Forest Hospital:

1. An employee may use seniority to bump another employee who had requested overlapping vacation dates.
2. If an employee uses seniority to bump another employee for a vacation period, the employee who did the bumping shall go to the bottom of the seniority list for future vacation requests until:
 - (a) the end of the next 6 month vacation scheduling period at John H. Stroger, Jr. Hospital.
 - (b) the end of the calendar year at other facilities.
3. If an employee does not wish to use seniority bumping rights for a particular vacation request, the employee must indicate that fact on the vacation request form.
4. If two (2) employees with the same seniority request vacation for the same or overlapping period(s), the award shall be made to the employee with the most accumulated vacation time.
5. Posted but unfilled vacation time shall be filled on a "first come, first served" basis. Management will respond to these requests within 2 weeks of their submission.
6. In addition to the above, employees may request to use a single vacation day with 48 hours notice. Their request will not require justification, but will be subject to the following limitations:
 - a. The following limitations as to the number of employees in each division and classification who may be off on short-notice single-day vacations at one time are as follows: Out-patient/Fantus and In-patient - a maximum of three employees no more than two of whom are either a pharmacist or technician (however, if two pharmacists are on advance notice vacation in Out-patient/Fantus, only one pharmacist may take short-notice vacation); Acquisition - one pharmacist and one technician, however a pharmacist cannot do so if a pharmacist already is off on advance scheduled vacation unless Management determines that circumstances warrant it.
 - b. An employee may not use more than five (5) such days in any given fiscal year.
 - c. These days may not be "piggybacked" together.
7. Once a work schedule is posted for the time period involving an approved vacation, if an employee cancels their vacation it will not be guaranteed that 80 hours of regular work will be available for the involved pay periods(s). If 80 hours are not available, the difference shall be made up with vacation time.

D. **All Facilities Except Oak Forest Hospital:**

At all facilities after vacations have been scheduled, employees may exchange or change vacation periods when time is available on the posted schedule and two (2) weeks notice is given. The County may change or cancel an employee's scheduled vacation when emergencies occur, after due consideration for inconvenience and cost to the employee.

E. **Cermak Health Services:**

Management will have posted a minimum of a four week schedule at all times and on average, six weeks of schedule will be posted. One pharmacist may be on vacation at a time, whether it be long-term or short-term vacation; however, a pharmacist cannot take short-term vacation on the weekend. Further, absent emergency, the County will allow a second pharmacist on a different shift to take a vacation day if there are at least two other pharmacists scheduled for that shift and the pharmacist has submitted a written request at least ten (10) days in advance of the desired vacation. Individual short-term vacation days must be requested at least 48 hours in advance, cannot be "piggy-backed" together, up to a maximum of five days per fiscal year per employee. Employees can request to take their vacations in up to six (6) consecutive weeks. Once the open period for vacation requests has ended, management will post the approved vacations.

Section 7.6 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

| | |
|-------|------------------------------------|
| .5% | for employee coverage |
| .75% | for employee and children coverage |
| .1% | for employee and spouse coverage |
| 1.25% | for family coverage |

PPO

| | |
|-------|------------------------------------|
| 1.5% | for employee coverage |
| 1.75% | for employee and children coverage |
| .2% | 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 Pharmacy Association. 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 12/13th day for each two (2) pay periods in which the employee works or is paid for at least eighty (80) straight time hours (forty (40) straight time hours for part-time employees regularly scheduled to work twenty (20) or more hours per week). 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 Rotation of Duty:

For those employees working in areas requiring weekend work the number of weekends off work shall be scheduled as equal as possible among all employees within each scheduling unit during each scheduling period.

Section 8.6 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 8.7 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 8.8 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 8.9 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 8.10 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 8.11 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 does not apply to County employees who are married to other County employees or who are registered domestic partners with the other County**

employees and who maintain coverage on their spouses or registered domestic partner's County 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 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, 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 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 employees shall have the same returning rights as a regular leave of absence. 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) working days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 4 of this Article.

Section 10.6 Military Leave:

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

Section 10.7 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;
 - d. when the employee is unable to perform the functions of his or her position because of a serious health condition; or
 - e. upon qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

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 recertifications 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 contributions 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.

Section 10.8 Professional Conventions, Meetings or Workshops:

In order to promote professional development, it is agreed that convention time will be made available to employees subject to staffing on the following basis:

John H. Stroger, Jr. Hospital:

Inpatient Division: One pharmacist and one technician will be released for two (2) mutually agreed to meetings.

Outpatient Division: One pharmacist and one technician will be released for two (2) mutually agreed to meetings.

Clinical Division: Attendance at meeting by members of the Clinical Division shall continue to be scheduled as they are presently.

Systems Management Division and Acquisitions Division: One pharmacist and one technician will be released to attend one (1) mutually agreed to meeting.

Other meetings may be approved by Management as well. If an employee is interested in attending a meeting, they should make a request in writing to do so. If the meeting is approved for attendance it shall be posted as described below.

All meetings for which time off will be granted shall be posted for a minimum of 72 hours to allow the employees to indicate their interest in attending. Such posting shall indicate that management is willing to grant convention time to attend the meeting. (General posting of meeting announcements shall not constitute a willingness to grant this time.) Such posting does not indicate that funds are available to offset meeting costs. If funds are available, the amount of money for each person shall be listed on the posting.

If more employees indicate an interest in attending a meeting than positions allotted, then consideration shall be given to the following in making a decision as to which employee shall be granted the time (in order listed):

1. Educational content of the meeting to the position held by the employee.
2. Number of convention days granted to the employee in the previous two years. Preference shall be shown to the employee with the fewer days.
3. If one and two above are considered to be equal, the time off shall be granted to the more senior employee.

Oak Forest Hospital:

Requests for hospital business time to attend a seminar are to be submitted for consideration on or after February 1 for the current year along with information as to the seminar content.

Provident and Cermak Hospitals:

Requests for hospital business time to attend a seminar are to be submitted for consideration for the current year, along with information as to the seminars content.

Oak Forest, Provident and Cermak Hospitals:

Seminars will be approved based on their educational value to the institution. Time off will be approved based on current staffing and approved time off. If requests for time off and staffing allow, seminar dates will be blocked off as approved. The dates and seminar information will then be posted for a period of 10 days to allow interested staff time to sign up. All expenses associated with the seminar will be that of the employee. County money available, if any, for seminars will also be posted.

If more employees indicate an interest in attending a meeting than positions allotted, then consideration shall be given to the following in making a decision as to which employee shall be granted the time (in order listed):

1. Educational content of the meeting to the position held by the employee.
2. Number of convention days granted to the employee in the previous two years. Preference shall be shown to the employee with the fewer days.
3. If one and two above are considered to be equal, the time off shall be granted to the more senior employee.

Section 10.9 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 Policy:

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees. Employees, the Union, and the County are encouraged to attempt to resolve disputes informally before invoking the grievance procedure.

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, 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 11.3 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.

The County will not consider an oral or written warning when considering future discipline if the employee does not receive discipline for the same or similar offense for at least a year from the issuance of the oral or written warning.

Section 11.4 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 11.5 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>Submitted</u> | <u>Time Limits 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 11.6 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 11.7 Stewards:

Stewards shall be allowed to attend authorized meetings with Union representatives during normal 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 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 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 11.9 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 11.10 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 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 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:

For health related absences of less than five (5) consecutive days, a doctor's statement will be required for one of the following reasons:

1. If the employee has been counseled, in writing, on an inappropriate pattern of use, or excessive use of sick time and has been told as part of that counseling that a Doctor's statement will be required for future use of sick time. For purposes of this paragraph only, to demonstrate a pattern it shall require at least three occurrences of a similar type of use of a sick day over a twelve (12) consecutive month period.
2. The use of sick time in conjunction with a holiday weekend or holiday, on a holiday that the employee was scheduled to work, in conjunction with a vacation or leave of absence.
3. The use of sick time on a day previously requested off, but the employee was scheduled to work.

For health related absences of less than five (5) consecutive days, if indicated by the nature of the absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

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.

The doctor's statement referred to in this section, must contain more information than just that the employee may return to work. It must provide the dates of the illness, and the dates that the employee was under the physician's care.

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 locked bulletin board at Stroger 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 Uniforms:

The County shall provide all new employees with 2 new uniform/jackets at the time of hire and only one new uniform yearly. Cleaning of the uniform is the responsibility of the employee.

Section 13.8 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 13.9 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.

A bargaining unit member shall be given a copy of any written records maintained by the Pharmacy of complaints by patients regarding the member. The member shall have the right to respond in writing to the complaint, and such response shall be placed in the member's file.

Section 13.10 Continuing Education:

The County will provide adequate opportunity at no cost/minimum cost to the employee to obtain approved continuing education requirements to maintain licensure. Programs to include on duty in-services, off duty after hours seminars, workbooks and release time for conferences.

Section 13.11 Employee Facilities:

The County shall make available to all bargaining unit members in each pharmacy a break area with facilities adequate for relaxation and for eating meals. In addition, the County shall provide a water cooler or drinking fountain in or in close proximity to members' work areas. It is understood that these provisions may be suspended in the event of major renovation or other emergency situations.

Section 13.12 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, and such videos may be used in support of disciplinary purposes only in situations involving physical security or "situational" conflicts.

Section 13.13 Parking:

Pharmacy employees shall receive at least as favorable parking privileges as employees represented by any other union.

Section 13.14 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. Notwithstanding any other language in this Section, the County may continue to subcontract mail order refills and non-mail order refills. Effective September 1, 2007, the County may subcontract new mail order prescriptions; however, prior to that date, the County and the Union will form a subcommittee to discuss this subject and it shall meet within 30 days of ratification of this Agreement.

Employees within an institution shall have the first opportunity to work overtime provided the employees is willing to work all overtime hours available on a shift. Notwithstanding any other language in this Section, once overtime has been so posted within an institution and not taken, the institution may go to a commercial registry which also will be established under this Agreement. After an institution has posted overtime internally, it may solicit volunteers from other Bureau institutions.

Section 13.15 Education Fund:

The Employer agrees to allocate funds for educational purposes in each year of the Agreement to be made available to all Local 200 Pharmacy Technicians who are pursuing pharmacy degrees only. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified/accredited educational institution. An employee may request funds up to an amount no greater than one hundred fifty dollars (\$150.00) per course. Payment will be made when evidence of satisfactory completion of the course(s) is submitted to the facility.

Management will work with employees regarding accommodating academic and work schedules. Pharmacy Technicians shall have first preference for Pharmacist vacancies upon graduation.

Section 13.16 Printing Collective Bargaining Agreement:

In lieu of sharing the costs of printing the Agreement in booklet form, Cook County will make an executed version of the Agreement available on the website in a printable format.

Section 13.17 Cross Training:

Cross-training will be provided within the facility to which cross-training is assigned in both inpatient and outpatient pharmacy.

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 18th day of December 2012.

COUNTY OF COOK:

By:

Toni Preckwinkle

TONI PRECKWINKLE, President
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, A, Local 200

By:

George Leonard

14 Nov 2012

GEORGE LEONARD, President, Local 200

IV

APPROVED
BY THE BOARD OF COOK
COUNTY COMMISSIONERS

DEC 18 2012

SCHEDULE XII
BUREAU OF HUMAN REOURCES
PHARMACISTS
LOCAL 200

| | | <u>1ST</u> <u>STEP</u> |
|-----------|-----------|---------------------------|
| RX1 | Hourly | 49.038 |
| 12/1/2006 | Bi-Weekly | 3,923.04 |
| | Annual | 101,999.00 |
| | | |
| RX1 | Hourly | 50.264 |
| 6/1/2007 | Bi-Weekly | 4,021.12 |
| | Annual | 104,549.00 |
| | | |
| RX1 | Hourly | 51.269 |
| 12/1/2007 | Bi-Weekly | 4,101.52 |
| | Annual | 106,639.00 |
| | | |
| RX1 | Hourly | 52.679 |
| 6/1/2008 | Bi-Weekly | 4,214.32 |
| | Annual | 109,572.00 |
| | | |
| RX1 | Hourly | 53.864 |
| 1/1/2011 | Bi-Weekly | 4,309.12 |
| | Annual | 112,037.12 |
| | | |
| RX1 | Hourly | 55.884 |
| 6/1/2012 | Bi-Weekly | 4,470.72 |
| | Annual | 116,238.72 |

P200PS/PZ

SCHEDULE XII
Bureau of Human Resources
PHARMACY TECHNICIANS
LOCAL 200

Effective June 1, 2012

| <u>GD</u> | | <u>1ST</u> <u>STEP</u> | <u>2ND</u> <u>STEP</u> | <u>3RD</u> <u>STEP</u> | <u>4TH</u> <u>STEP</u> | <u>5TH</u> <u>STEP</u> | <u>6TH</u> <u>STEP</u> | <u>7TH</u> <u>STEP</u> | <u>8TH</u> <u>STEP</u> | <u>9TH</u> <u>STEP</u> |
|-----------|-----------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| PA | Hourly | 14,749 | 15,437 | 16,162 | 16,945 | 17,760 | 18,590 | 18,871 | 19,238 | 19,626 |
| | Bi-Weekly | 1,179.92 | 1,234.96 | 1,292.96 | 1,355.60 | 1,420.80 | 1,487.20 | 1,509.68 | 1,539.04 | 1,570.08 |
| | Annual | 30,678 | 32,109 | 33,617 | 35,246 | 36,941 | 38,667 | 39,252 | 40,015 | 40,822 |
| PB | Hourly | 18,149 | 19,047 | 20,012 | 20,977 | 21,928 | 23,025 | 23,372 | 23,832 | 24,309 |
| | Bi-Weekly | 1,451.92 | 1,523.76 | 1,600.96 | 1,678.16 | 1,754.24 | 1,842.00 | 1,869.76 | 1,906.56 | 1,944.72 |
| | Annual | 37,750 | 39,618 | 41,625 | 43,632 | 45,610 | 47,892 | 48,614 | 49,571 | 50,563 |

SCHEDULE XII
Bureau of Human Resources
PHARMACY TECHNICIANS
LOCAL 200

Effective January 1, 2011

| <u>GD</u> | | <u>1ST</u> <u>STEP</u> | <u>2ND</u> <u>STEP</u> | <u>3RD</u> <u>STEP</u> | <u>4TH</u> <u>STEP</u> | <u>5TH</u> <u>STEP</u> | <u>6TH</u> <u>STEP</u> | <u>7TH</u> <u>STEP</u> | <u>8TH</u> <u>STEP</u> | <u>9TH</u> <u>STEP</u> |
|-----------|-----------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| PA | Hourly | 14,216 | 14,879 | 15,578 | 16,333 | 17,118 | 17,918 | 18,189 | 18,543 | 18,917 |
| | Bi-Weekly | 1,137.28 | 1,190.32 | 1,246.24 | 1,306.64 | 1,369.44 | 1,433.44 | 1,455.12 | 1,483.44 | 1,513.36 |
| | Annual | 29,569 | 30,948 | 32,402 | 33,973 | 35,605 | 37,269 | 37,833 | 38,569 | 39,347 |
| PB | Hourly | 17,493 | 18,359 | 19,289 | 20,219 | 21,135 | 22,193 | 22,527 | 22,971 | 23,430 |
| | Bi-Weekly | 1,399.44 | 1,468.72 | 1,543.12 | 1,617.52 | 1,690.80 | 1,775.44 | 1,802.16 | 1,837.68 | 1,874.40 |
| | Annual | 36,385 | 38,187 | 40,121 | 42,056 | 43,961 | 46,161 | 46,856 | 47,780 | 48,734 |

APPENDIX A

Cook County Pharmacy Association, Local 200

| Job | Grade | Job Classification |
|------|-------|------------------------|
| 1878 | RX | Pharmacist |
| 2051 | PA | Pharmacy Technician |
| 2099 | PB | Pharmacy Technician II |

APPENDIX A-1

It is agreed that in the Pharmacy Technician II's job description, except for employees who already are classified as Pharmacy Technician II's as of the date of this Agreement, the following shall be the minimum qualification for the positions:

1. The applicant must have or is eligible for licensure as a Pharmacy Technician in the State of Illinois and successfully pass a state or national Pharmacy Technician Certification program.
2. One of the following:
 - a. A graduate of an accredited Pharmacy Technician training program.
 - b. A graduate of a military training program of at least 6 months duration.
 - c. Three years experience as a Pharmacy Technician I at a Cook County facility.
 - d. Four years experience as a Pharmacy Technician at a non-Cook County facility where the work performed by the applicant included filling of prescriptions or physicians orders, and data entry into a computerized pharmacy information sy

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 |
| PLAN LIMITS AND MAXIMUMS: | | | | |
| 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 |
| 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 | 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 Crowns Inlays and Onlays | 80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance | 60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance * |
| Emergency Services (Palliative Emergency Treatment) | 80 % of Maximum Allowance | 80 % of Maximum Allowance * |
| Endodontics | 80 % of Maximum Allowance | 60 % of Maximum Allowance * |
| Periodontics | 80 % of Maximum Allowance | 60 % of Maximum Allowance * |
| Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony) | 80 % of Maximum Allowance 80 % of Maximum Allowance | 60 % of Maximum Allowance * 60 % of Maximum Allowance * |
| Prosthetics | 50 % of Maximum Allowance | 50 % of Maximum Allowance * |
| Orthodontics | 50 % up to lifetime maximum \$1250 | 50 % up to lifetime maximum* \$1250 |
| Lifetime Maximum | | |

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any

difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

Employee Contributions

| Percentage of Salary (Pre-Tax) | HMO | | PPO | |
|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | Contribution Through 11/30/07 | Contribution Effective 6/1/08 | Contribution Through 11/30/07 | 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 |

SIDE LETTER

The County will not assign clinical pharmacists to perform staff pharmacist assignments not normally performed by clinical pharmacists unless there is an emergency or staffing crisis. If the County determines there is such, the County will notify the Union and offer to meet to discuss the County's staffing plans. If after two months the emergency or staffing crisis still exists, the County will again offer to meet with the Union to discuss progress and intended next steps.