

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 20, CTW/CLC**

**AND**

**COUNTY OF COOK  
MEDICAL EXAMINERS  
(REPRESENTING ASSISTANT MEDICAL EXAMINERS)**

**December 1, 2008 through November 30, 2012**

**Effective October 16, 2012**

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## COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Doctors Council SEIU, hereinafter referred to as the "Union" and the County of Cook, Office of the Medical Examiner, hereinafter referred to as the "County", the "Employer", or "CCME".

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### ARTICLE I

#### RECOGNITION

##### **Section 1.1 Representation:**

The County employs licensed physicians that have completed at least twelve months of forensic pathology training approved by the American Board of Pathology (referred to hereinafter as Assistant Medical Examiners ("AMEs")). The County recognizes the Union as the sole and exclusive representative for all AMEs and all physicians employed by CCME, but excluding: the Chief Medical Examiner ("CME"), all other employees of the CCME; all confidential, managerial, and supervisory employees as defined by the Act; all consultants; and all fellows participating in a fellowship.

##### **Section 1.2 Dues and Committee on Political Education ("COPE") Check-off:**

With respect to any employee in the bargaining unit 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 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 retain a service charge of five (\$.05) cents for making such deductions. The County shall provide a voluntary payroll deduction to the Union's COPE upon receipt of a written authorization from employees. Such deduction shall be remitted in a separate check on a monthly basis to the Union or COPE, as specified in writing by the Union.

##### **Section 1.3 Fair Share:**

The County shall grant "Fair Share" to the Union in accordance with Section 6(e)-(g) of the Illinois 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, within thirty (30) days of the Union meeting said conditions or within thirty days of their employment by the County all employees covered by this Agreement will either (1) become members of the Union and pay the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

1. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

2. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations.

3. Upon the Union's receipt of notice of 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 verifications 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 earning 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.

4. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

#### **Section 1.4 Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of union dues, as Described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Labor Relations Act.

#### **Section 1.5 Indemnification:**

The Union shall indemnify and hold 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 provision of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

## ARTICLE II

### DECLARATION OF RIGHTS

#### Section 2.1 County Authority and Rights:

The union recognizes that the County has the full authority and responsibility for directing its operation and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all reasonable rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. The County's rights shall be limited only by the specific and express terms of this Agreement. The County's rights include, but are not limited to:

- A. The exclusive right to determine its policies, standards of services and to operate and manage its affairs; and to direct its work force in accordance with its responsibilities. The County has all the customary and usual rights, power and functions of management.
- B. The exclusive right to hire, transfer, and promote; and the exclusive right to discipline, suspend or discharge employees for just cause.
- C. The right to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the County's responsibilities and duties; as well as the right to determine reasonable productivity, performance and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- E. The right to make, publish, enforce reasonable rules and regulations, and to revise same; and, the County has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.
- F. The right to establish standards for forensic pathology services.

## ARTICLE III

### HOURS OF WORK

#### Section 3.1 Normal Workweek:

The normal workweek will consist of five (5) consecutive work days and up to fifty (50) Hours per week (excluding all time spent in on-call activities as described in Art. III, Sec. 2 below), but as professionals in the health care industry, AMEs will work such hours as are necessary to ensure the orderly disposition of cases, as well as being on-call as needed, by

rotation within their department. When an AME works a shift in addition to the AME's normal work week or works due to being called in when on-call, the AME shall receive compensatory time for the additional time worked.

**Section 3.2 On-Call:**

The on-call period shall run for twenty-four (24) hours – starting at 4:00 p.m. the day prior to the assigned on-call period and ending at 4:00 p.m. the assigned on-call day. No AME will be required to work consecutive on-call periods or to work more than one on-call period within any given twenty-four (24) hour period.

Call shall be assigned equally among the available AMEs subject to the needs of the CCME and the orderly disposition of cases. When on-call for CCME, AMEs may not be assigned or committed to other employers either in-person or on-call. When on call, AMEs shall not schedule court appearances or depositions if avoidable.

When an AME is on-call, the AME shall respond within 15 minutes or less of being called: Discipline for failure to respond within 15 minutes will not be automatic, but will be based on all the facts including, but not limited to, how late the AME is in responding, the reason for the delay, and whether a pattern exists, and shall be subject to the disciplinary and grievance procedures.

**Section 3.3 Breaks:**

The work day normally will include a thirty (30) minute meal period and necessary breaks which AMEs may take at their discretion, consistent with their professional judgment and responsibility provided that such breaks will not interfere with the orderly disposition of cases.

**Section 3.4 Schedules:**

AME schedules shall be posted for the upcoming month at least two weeks in advance of the beginning of the month, including the schedule for holidays. Once posted, schedules shall not be changed unless two (2) weeks' notice is provided to the affected AME, except when the change is necessitated by the immediate need of the CCME or when AMEs voluntarily exchange days or agree to cover other hours in which case the agreement to the schedule change shall be placed in writing by the affected AMEs and a copy provided to CME, Deputy CME Investigations Department and Autopsy Technicians' Lead Worker and photography.

**ARTICLE IV**

**GRIEVANCE PROCEDURE**

**Section 4.1 Definition:**

A grievance is a difference between the Union and the County regarding the interpretation or application of provisions of this Agreement. The Union will send copies of grievances appealed to or submitted at Steps Three or Four to the CCME Designee.

**Section 4.2 Grievance Procedure Steps:**

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

Step	Submission Time Limit This step (Calendar Days)	Submitted	Time-Limit Meeting	Response
1	30 days from the date the Grievant knew or should have known of the event(s) giving rise to the grievance	Immediate Supervision	5 days	5 days
2	5 days	CCME or designee	5 days	10 days
3	10 days	Chief, Bureau of Human Resources or designee	30 days (Status report to Union if exceeded)	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party		30 days

When a grievance relates to all or a substantial number of employees, or the Union's own interests, the grievance may be initiated by the Union at Step 2.

All grievances and associated responses must be submitted to Administrative Staff Services for date and time stamp, and log in procedures. The grievance and subsequent responses shall be distributed to the appropriate parties by Administrative Staff Services.

**Section 4.3 Time Limits:**

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Neither the Union nor the County shall waive the established time limits unless by written, mutual agreement.

**Section 4.4 Stewards:**

The union will advise the County in writing of the name of the steward and an alternate steward and shall notify the County promptly of any change. Only the steward will be permitted to handle and process grievances during work hours provided that the timely and orderly disposition of cases, teaching and court and deposition responsibilities of the AMEs will not be adversely affected. One steward will be released pursuant to this Section to handle any particular grievance. If there is a desire to train stewards or a grievance is of any unusual nature, the Union may request the release of one additional steward, and the Union's request will not be unreasonably denied.

The steward shall be allowed to attend authorized meetings with Union representatives during normal hours, without loss of pay, provided that at least 14 days, advance notice of such

meetings is given and that timely and orderly disposition of cases, teaching and court and deposition responsibilities of the AMEs are not disrupted. Such meetings shall be limited to a maximum of four per year per steward.

**Section 4.5 Union Representatives:**

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with AMEs or CCME representatives. These representatives will be identified to the CME or Designee in a manner suitable to the County, and on each occasion will first secure the approval of the CME or Designee to enter the facilities through the main public entrance and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall at all time be subject to general CCME rules that are applicable to non-employees.

**Section 4.6 Impartial Arbitration:**

If the Union is not satisfied with the Step 3 answer, within thirty (30) days after receipt of the Step 3 answer, it may submit in writing to the County notice that the Union is submitting the grievance to impartial arbitration. The Union and County will make arrangements with the arbitrator to hear and decide the grievance with-out unreasonable delay.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

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

The arbitrator shall be selected on a rotating basis from the permanent panel agreed to by the parties regarding all of their mutual bargaining units. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

**Section 4.7 Right to Union Representation:**

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the information obtained in the interview may be used to support disciplinary action against him/her.

## ARTICLE V

### SENIORITY

#### **Section 5.1 Probationary Period:**

An AME's probationary period shall be six (6) months from his/her most recent date of hire as an AME with the CCME. The CME may extend this probationary period for up to an additional six (6) months by written notice to the AME and to the Union. The CME shall meet with the AME to provide the reason for the extension, and the AME shall have the right to have a Union steward or representative present for that meeting. During the probationary period, an AME shall have no seniority, may be discharged for any lawful reason, and shall have no recall rights or recourse to the grievance procedure regarding any layoff, discipline or discharge. Upon completion of the probationary period, an AME's seniority shall be computed as the most recent date of hire.

#### **Section 5.2 Definition of Seniority:**

Seniority is an employee's total time in title as an Assistant Medical Examiner at CCME since his/her last date of hire.

#### **Section 5.3 Discipline:**

AMEs may only be disciplined for just cause and are entitled to Union representation in any disciplinary proceeding. A pre-disciplinary meeting for suspensions and discharges shall be held and the County shall make reasonable effort to accommodate the Union when scheduling such meetings. The County shall notify the Union and the employees of its intent to conduct a pre-disciplinary meeting, the reason for the meeting and the nature of the charge(s). During the pre-disciplinary meeting, the employee and/or the Union representative shall be given an opportunity to respond to the applicable charge(s). If the employee and/or the Union representative do not appear at the meeting, the County may proceed with the discipline, which shall be subject to the grievance procedure. Any verbal or written discipline less severe than a suspension shall not be used as the basis for the next step in progressive discipline if more than a year passes without the employee receiving additional discipline.

#### **Section 5.4 Seniority List:**

Immediately after the effective date of this Agreement, and annually thereafter upon request, the County will furnish the Union a list showing the name, department, address, salary, classification, and last hiring date of each employee. The County will furnish the Union with reports of new hires and terminations within thirty (30) days of the event.

#### **Section 5.5 Termination of Seniority:**

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

- A. Resignation or retirement;

B. Discharge for just cause;

C. Absence for three consecutive work days without the employee notifying either his/her immediate supervisor or the CME, unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;

D. Failure to report to work upon the termination of a leave of absence or vacation unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;

~~E. Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, 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 layoff, or failure to report for work within fourteen (14) calendar days after notice to report for work is sent by certified mail to the employee's last address on file with County;

G. Engaging in gainful employment while on an authorized leave of absence, unless written permission to engage in such employment was granted in advance by the County.

## ARTICLE VI

### HOLIDAYS

#### Section 6.1 Regular Holidays:

All AMEs shall be paid at their regular rate for the holidays listed below. These holidays are not to be counted as part of an employee's vacation time. The following listed below are paid holidays for AMES.

New Year's Day	Columbus Day
Martin Luther King's Birthday	Labor Day
Lincoln Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day (Fourth of July)	Christmas Day
President's Day	Pulaski Day

When a holiday falls on an AME's regularly-scheduled day off, the AME shall receive a paid day off within sixty (60) days thereafter.

**Section 6.2 Working on Holidays:**

AMEs who work on any of the holidays identified in Section 1 of Article VI shall receive a paid day off within sixty (60) days thereafter.

**Section 6.3 Floating Holiday:**

In addition to the paid holidays in Section 1, AMEs also shall accrue one (1) floating Holiday on December 1 of each year. The AME may request to use the floating holiday at any time and requests shall not be unreasonably denied. Any floating holiday that an AME has not used during the fiscal year shall be lost and not carried over. An AME required to work on a previously scheduled floating holiday shall receive another day off as described in Section 2.

**Section 6.4 Personal Days:**

AMEs will accrue personal days at the rate of 1.24 hours per pay period (biweekly). AMEs may carry over 12 hours of accrued personal time that an AME has not used during the fiscal year and all other personal time shall be lost and will not be carried over.

Personal days may be used consecutively if approved by the CME. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the AME, subject to CME approval.

**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 eighty (80) hours. The amount of annual paid vacation is based upon the following schedule:

<u>Service</u>	<u>Vacation</u>	<u>Maximum Accrual</u>
1 year	10 Days / 80 hours	20 Days / 160 hours
7 Years	15 Days / 120 hours	30 Days / 240 hours
10 Years	20 Days / 160 hours	40 Days / 320 hours

AMEs may use only such vacation leave as has been earned and accrued.

**Section 7.2 Maximum Accrual:**

AMEs may accumulate up to the maximum accrual amounts set forth in Section 1 based upon the AME's years of service.

**Section 7.3 Vacation Preference and Scheduling:**

In order to ensure the orderly operation of the CCME facilities and in the interests of the orderly and timely disposition of cases, the County reserves the right to limit the number of AMEs within a department or team who will be permitted to be on vacation at any one time. The County, through CME, further reserves the right to limit the number of consecutive vacation days, if it determines that the orderly and timely disposition of cases will be adversely affected by the AME's continued absence despite any alternative coverage which has been arranged. The County will consider the AME's personal circumstances when considering vacation requests. AMEs are to request routine vacation or conference time off at least 60 days in advance.

If more AMEs wish to be off at one time than may be allowed, the AMEs within the department or team first will be given an opportunity to resolve the issue. If they cannot do so, the CME shall consult with the AMEs within the department or team to attempt to obtain a resolution. If they cannot resolve the matter, the CME shall decide the issue based upon seniority and the fair distribution of prime vacation times among the AMEs. Emergency vacation requests will be granted if the County determines that the orderly and timely disposition of cases will not be adversely affected.

The County agrees that its determinations under the above two paragraphs will not be arbitrary or capricious.

**Section 7.4 Accrued Benefits at Separation:**

Upon termination of employment, the AME shall be paid for all accrued but unused vacation days through the last day worked and for any compensating day that the employee has not taken for having worked a holiday that occurred before the termination of the employee's employment.

**ARTICLE VIII**

**REDUCTION IN WORKFORCE, LAYOFF, AND RECALL**

Should the County find it necessary to decrease the number of AMEs at CCME, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of the layoff of the employees. During that interim period, the County will be willing to meet with the Union to discuss any alternatives to the layoff of any employee(s) but shall have no duty to bargain regarding its decision to lay off AMEs nor the impact of that decision on the bargaining unit or members of the bargaining unit. In determining the identity of AMEs who shall be laid off or recalled, the County shall consider the AME's education, training, experience, knowledge, skill, ability, qualifications, credentials, productivity, and seniority. When all of these factors are equal, the least senior AME shall be laid off. Non-probationary employees who are laid off shall

be subject to recall for twelve months. No vacancy should be filled by an external hire if there is an AME with recall rights who is qualified to fill that position.

## ARTICLE IX

### RETENTION

All AMEs who are hired or rehired after this Agreement is approved by the County Board who do not have forensic pathology board certification will be given a period of two years from the hire date to obtain board certification. If an AME does not obtain board certification during that timeframe, the AME will be terminated without recourse to the grievance and arbitration provisions of this Agreement.

## ARTICLE X

### CONTINUITY OF OPERATION

#### Section 10.1 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 County, or other curtailment, restriction or interference with any of the County's functions or operations; and no AME will participate in any such activities during the term of this Agreement or any extension thereof.

#### Section 10.2 Union Responsibility:

Should any activity prescribed in Section 10.1 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 AMEs stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

#### Section 10.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all AMEs who violate any of the provisions of this Article. In such event, the AME(s), or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an AME participated in the action prohibited by this Article If it is

determined that an AME 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 AMEs on the basis of race, color or creed.

**Section 10.4 No Lock Out:**

The County agrees that it will not lock out the AMEs during the term of this Agreement of any extension thereof.

**Section 10.5 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 XI**

**COMPENSATION**

**Section 11.1 Pay Increase:**

See Salary Schedules attached as Appendix A-1, A-2, as well as Side Letter on Compensation.

**Section 11.2 New Classification:**

If the County establishes new classifications, it will notify the Union and offer the Union an opportunity to discuss the new classification and pay rate. After the County has provided this opportunity, it may assign a pay rate. If the Union believes that the rate is unreasonable, it may grieve the reasonableness of the rate.

**ARTICLE XII**

**WELFARE BENEFITS**

**Section 12.1 See Compensation Side Letter.**

**Section 12.2 Sick Pay:**

AMEs shall accumulate sick pay credits at the rate of 3.69 hours per pay period in which the AME is in pay status for at least 40 hours. Sick leave may be accumulated up to a maximum of one hundred seventy five (175) days. Sick leave may be used for illness, disability, incidents of pregnancy or non-job related injury to the employee; appointments with physicians, dentists or other recognized practitioners; or for serious illnesses, disability or injury in the AME's immediate family as defined in Article XIII Section 3(c). Sick pay shall be at the AME's regular pay rate for each day of absence.

**Section 12.3 Disability Benefits:**

AMEs incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Duty disability and ordinary disability benefits also will be paid to AMEs who are participants in the County Employee Pension Plan in accordance with that plan. Duty disability benefits are paid to the AME by the Retirement Board when the AME is disabled while performing his/her work duties. Benefits amount to seventy-five percent (75%) of the AME's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Worker's Compensation paid the County. Ordinary disability occurs when an AME becomes disabled due to any cause, other than injury on the job. ~~An eligible AME who has applied for such disability compensation will be entitled to receive, on the~~ thirty-first (31) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. If an AME receives accrued salary beyond the 31st day, disability payment will not begin until the 1st day the AME 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 AME and the County otherwise agree. The AME will not be required to use sick time and for vacation time for any day of duty disability. All provisions of this section are subject to change to the extent required by State law.

**Section 12.4 Life Insurance:**

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

**Section 12.5 Pension Plan:**

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

**Section 12.6 Dental Plan:**

All AMEs shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 12.7 Vision Plan:**

All AMEs shall be eligible to participate, at no cost to them in the vision plan as set forth in Appendix C. No vision coverage shall be offered through the County's HMO plans except as negotiated in County-wide Bargaining.

**Section 12.8 Flexible Benefits Plan:**

All AMEs 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 12.9 Insurance Claims:**

A dispute between an AME (or his/her covered dependent) and the processor of claims regarding the appropriateness of a claim or coverage shall not be subject to the grievance procedure provided for in this Agreement. ~~AMEs shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, provided it is not an AME who is on duty if the proceeding occurs outside of the CCME facilities.~~

**ARTICLE XIII**

**LEAVES OF ABSENCE**

**Section 13.1 Personal Leave:**

An AME may be granted a leave of absence without pay by the appropriate management designee, with the written approval of the CME. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year or continuous employment by the County and /or any of the Cook County Health Facilities, not to exceed one (1) year, except for military service. 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.

**Section 13.2 Duty to Inform:**

AMEs must inform their Employer of their intention to take a leave of absence in accordance with the notice provisions contained herein. Before their departure, they must provide the Department with a current address and telephone number and maintain current contact information while on leave. In addition, the Department may require AMEs to report in on a reasonable periodic basis. AMEs who wish to extend a leave must apply to their Department at least two (2) weeks before they are scheduled to return, unless medical circumstances preclude such notice. AMEs on a leave of at least thirty (30) days must contact their Department at least two (2) weeks before returning from leave and complete all processing, including medical examinations, before they can return.

**Section 13.3 Family and Medical Leave:**

An AME is entitled to a leave of absence under Family and Medical Leave if s/he has been employed at least twelve (12) months by the County and has worked at least 1,250 hours during the previous twelve (12) month period. Under Family and Medical Leave, eligible AMEs are entitled to take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month time period for:

- A. The birth of a child;
- B. Placement of a child with the AME for adoption or foster care;
- C. The care of an AME's spouse, son, daughter, or parent, who has a serious health condition; and
- D. A serious health condition that makes an AME unable to perform the functions of his/her position.

~~While an AME is on Family and Medical Leave, the County shall continue to pay its share of the employee's health insurance premium, and the employee is responsible for paying his/her applicable contribution. All terms in this section are used in accordance with the County's Family and Medical Leave Act ("FMLA") policy. Any employee granted a family and medical leave must use available benefit time such as sick, vacation and personal and compensatory time when invoking FMLA. Employee may not opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical leave. To the extent that the employee is using vacation or sick leave, the Family and Medical Leave is paid; otherwise, it is not.~~

**Section 13.4 Maternity/Paternity Leave:**

AMEs shall be granted unpaid maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. AMEs need not exhaust all accrued vacation or sick time before going on maternity/paternity leave, but may apply such accrued time to the leave. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the CME. Upon returning from such leave, the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave. Leave granted under this section counts toward an employee's twelve (12) weeks of Family Medical Leave.

**Section 13.5 Disability Leave:**

An AME who is receiving County disability benefits shall be granted a leave of absence without pay for the duration of the period for which disability benefits are received. If at any time while the employee is eligible for the disability leave, the employee becomes able to perform their job, they will be granted the same or comparable position, at the same salary, to the extent that one is available for which they are qualified.

**Section 13.6 Military Leave:**

Employees who enter the armed services of the United States, either voluntarily or by reason of conscription, shall be granted a leave of absence without pay and shall be entitled to be restored to the position they held prior to going on leave with the same anniversary and seniority dates. The employee must present a copy of military orders when requesting a leave, and must file a written request for reinstatement to a former position within sixty (60) days after termination of military service, along with a copy of military discharge papers.

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

**Section 13.7 Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority accrued prior to the leave, but shall not accrue seniority, pension, vacation or other benefit service credit during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees who return from leave shall have their pay rates adjusted by any general increases that occurred while they were on leave.

**Section 13.8 Retention of Benefits:**

An employee on any unpaid leave of absence other than FMLA will be required to pay the cost of the insurance benefits in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs must be made with the Employer's payroll office prior to departure on the leave. If AME fails to make such arrangements, the County may cancel insurance benefits which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**ARTICLE XIV**

**ADDITIONAL BENEFITS**

**Section 14.1 Bereavement Pay:**

In the event of death in the immediate family, an AME will be granted up to three (3) paid, excused days off. For purposes of this section, an employee's immediate family includes parents, spouse, children (including stepchildren and foster children) siblings and domestic partners. The three (3) days of bereavement leave shall not include the employee's unpaid scheduled days off. Any additional time needed for bereavement for these relationships, or for bereavement regarding spouse's parents, grandparents, grandchildren or other members of the AME's household may be taken as emergency vacation.

**Section 14.2 Jury Make-Up Pay:**

AMEs shall be granted leave with pay for any jury duty, including required reporting for jury when summoned, whether or not the employee is used as a juror. The AME shall turn over to the County any compensation which is received for responding to the jury summons or serving on the jury.

**Section 14.3 Election Day:**

If the work schedule of an AME who is a registered voter would prevent him/her from voting, he or she will be granted up to two hours off so that he or she may vote.

**ARTICLE XV**

**COUNTY AND UNION RELATIONS**

**Section 15.1 Labor Management Meetings:**

For the purpose of conferring on matters of mutual interest, the Union and the County agree to meet at least once each quarter, but more frequently if mutually agreed. Within five (5) days of either party making a request to meet, the parties shall schedule a mutually convenient time and location for the Labor Management Meeting. At least five (5) days prior to the scheduled meeting, the Union and the County shall each notify the other of the items that it wishes to have placed on the agenda. The Union and the County shall each designate not more than one (1) representative to a labor-management committee for this purpose, although the representatives designated by either party may be alternated or rotated if desired.

**Section 15.2 Union Representatives:**

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with physicians or facility representatives. These union representatives will be identified to the CME/designee in a manner suitable to the County and on each occasion will first secure the approval of the facility Director/designee to enter the facility and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general CCME rules that are applicable to non-employees. Entrance to the facility shall be through the main public entrance/lobby.

**Section 15.3 Member Orientation:**

Within fourteen (14) days of the date on which the New AME begins employment, the County shall notify the Steward designated by the Union of the name and department of the newly-hired AME so that the Steward may meet with the newly-hired AME at the discretion of the Steward and AME consistent with their judgment and responsibility so as not to disrupt the orderly and timely disposition of cases.

**Section 15.4 Meeting Space:**

Upon at least ten (10) days advance notice, the CCME will provide the Union with space for a membership meeting each quarter. The CCME will make every reasonable effort to accommodate requests for more frequent membership meetings, provided there is available space.

The CCME provides each AME with a private office which may be used for Stewards' Meetings.

Nothing in this section requires the CCME to provide release time for AMEs to attend membership or Stewards meetings.

Provision of space may be restricted based on the normal educational functions of the CCMEO, including in house as well as outside organization educational programs.

**Section 15.5 Bulletin Boards:**

The County will make two (2) bulletin boards available for the non-exclusive use by the Union at the CCME facilities in the main doctor's hallway. Upon approval by the CCME, which shall not be unreasonable delayed or withheld, the Union shall be permitted to post notices on these bulletin boards regarding Union meetings and Union business. There shall be no other postings by the Union or its members of materials other than as herein provided. No AMEs shall make any distributions so as to interfere with the performance of his/her duties.

**ARTICLE XVI**

**MISCELLANEOUS**

**Section 16.1 No Discrimination:**

No employee shall be discriminated against by the County or the Union on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, military discharge status, political affiliation and/or belief, or activity or non-activity on behalf of the Union.

**Section 16.2 Safety:**

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment.

**Section 16.3 Partial Invalidity:**

If any provision of this Agreement is or becomes 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 16.4 Evaluations:**

AMEs shall be provided with a copy of any evaluation pertaining to them. At the AME's request, the CME shall meet with the AME to discuss the evaluation. If the County implements any evaluation process other than that which currently exists, the County will notify the Union and, at the Union's request, shall meet with the Union to discuss the process prior to implementation.

**Section 16.5 Personnel File:**

Upon written request to the CME or designee, an employee may inspect his/her personnel file at a time mutually acceptable to the CCME and the employee. Discipline, counseling, complaints evaluations, memoranda or correspondence regarding performance or other work-related issues that are maintained by the CCME shall be made available to the employee, upon request, at a mutually agreeable time.

Each employee will receive a copy of any formal performance evaluation, written warning, documentation of a verbal warning, or any other materials of disciplinary and/or adverse nature, before such material is placed in his/her personnel file. The employee shall have the right to respond in writing within ten (10) working days from the date such material was presented to the employee and to have such response placed in the file.

**Section 16.6 Physician's Statement:**

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a physician's statement as proof of illness, and may be required to undergo examination by the County's physician before returning to work.

For health-related absences of less than five (5) consecutive days, a physician's statement or proof of illness will not be required except when the County has a reasonable basis to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

**Section 16.7 Credit Union:**

The County will 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 16.8 Distribution of Work Load:**

The County agrees that operational needs are paramount in making work assignments, and workloads should be distributed equitably among the AMEs when practical. The on-call AME will make every effort to equally distribute the daily case load to the staff. The on-call AME shall be in the Office of the Medical Examiner to distribute cases in such a fashion as to allow timely case work so as not to adversely affect the timely and orderly disposition of the daily cases.

**Section 16.9 Printing Collective Bargaining Agreements:**

Any and all costs related to the printing of collective bargaining agreements in booklet form shall be divided equally between the County and the Union provided the booklets are printed by the Cook County Digital Graphics department.

The Union may opt to print collective bargaining agreements for their members at a facility other than the Cook County Digital Graphics Department. However, the Union will be solely responsible for the cost of printing the agreements.

## ARTICLE XVII

### EDUCATION AND SEMINARS

AMEs shall receive up to five (5) days of paid Educational leave to attend pre-approved professional medical education conferences or programs provided that they are job related and attendance does not impair the orderly and timely disposition of cases. If pre-approved by the CME and supported by receipts and documentation and confirmation of attendance, an Employee may be reimbursed for some or all of the costs related to his/her attendance at professional medical education conferences or programs at the discretion of the CME.

## ARTICLE XVIII

### DURATION

#### Section 18.1 Term:

This Agreement shall become effective in the first full pay period following Union ratification and approval by the Cook County Board of Commissioners, 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) days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

If 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 18.2 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, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, such notice shall be addressed to the Doctors Council SEIU representative at 300 S. Ashland, Suite 400, 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 16<sup>th</sup> day of October, 2012.

COUNTY OF COOK

By:

*Toni Preckwinkle*

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest:

*David Orr*

DAVID D. ORR  
Cook County Clerk

Union, SERVICE EMPLOYEES

INTERNATIONAL UNION,  
DOCTORS COUNCIL, SEIU

By:

*Emilie N. Junge*

EMILIE JUNGE, Regional Coordinator

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

**APPENDIX A-1**

Effective upon First Pay Period Following Ratification and County Board Approval

**SCHEDULE XXXIV**

**BUREAU OF HUMAN RESOURCES  
ASSISTANT MEDICAL EXAMINER**

	<u>Entry STEP</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>6TH STEP</u>	<u>7TH STEP</u>	<u>8TH STEP</u>	<u>9TH STEP</u>	<u>10TH STEP</u>
<b>AME</b>											
Hourly	64.521	66.457	68.451	70.505	72.620	74.799	77.043	79.356	81.737	84.189	86.715
Bi-Weekly	5,161.68	5,316.56	5,476.08	5,640.40	5,809.60	5,983.92	6,163.44	6,348.48	6,538.96	6,735.12	6,937.20
Annual	134,204	138,231	142,378	146,650	151,050	155,582	160,249	165,060	170,013	175,113	180,367

Employees move one step on their anniversary date until they reach Step 10.

**APPENDIX A-2**

Effective June 1, 2012

**SCHEDULE XXXIV**

**BUREAU OF HUMAN RESOURCES  
ASSISTANT MEDICAL EXAMINER**

	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>6TH STEP</u>	<u>7TH STEP</u>	<u>8TH STEP</u>	<u>9TH STEP</u>	<u>10TH STEP</u>
AME										
Hourly	66,941	68,949	73,149	75,343	77,604	79,932	82,332	84,802	87,346	89,967
Bi-Weekly	5,355.28	5,681.44	5,851.92	6,027.44	6,208.32	6,394.56	6,586.56	6,784.16	6,987.68	7,197.36
Annual	139,237	143,414	152,150	156,713	161,416	166,259	171,251	176,388	181,680	187,131

Employees move one step on their anniversary date until they reach Step 10.

**SIDE LETTER ON COMPENSATION**

1. Contract term:

From Date of Union Membership Ratification and County Board Approval through November 30, 2012.

2. Wages:

The salaries and steps applicable to the above listed bargaining unit shall be increased as follows during the term of this agreement.

Effective with the first full pay period, on or after January 1, 2011, all salaries will be increased by:

2.25%  
(has been paid since December, 2011)

Effective with the first full pay period, on or after June 1, 2012, all salaries and steps will be increased by:

3.75%

3. Health Insurance:

The employee contribution rates and plan design will remain the same as that which is in effect as of the date of execution of this tentative agreement.

4. A side letter that will read as follows:

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in paragraph 2 above, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

5. Effective with the first pay period following ratification and County Board approval, the salary schedule contained in Appendix A-1 shall go into effect with the AMEs being placed as follows:

Perez – Step 1

McElligott – Step 2

Moser Woertz – Step 3

Goldschmidt – Step 3\*

Filkins – Step 7\*\*

Arunkumar – Step 10

Segovia – Step 10

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\* Dr. Goldschmidt will be grandfathered at his current salary until the June, 2012, 3.75% increase.

\*\*Dr. Filkins will be grandfathered at his current salary until the June, 2012, 3.75% increase, at which time he shall be placed on Step 8.

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**

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

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>	
	<b>Current Benefits (through 11/30/07)</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
<b>PLAN LIMITS AND MAXIMUMS:</b>				
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% *

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

**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	\$0
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.			
			2 x Retail Co-pay

**Employee Contributions  
Effective June 1, 2008**

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

**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 *
<b>Benefit Period Maximum</b>	\$1,500 per person; per year	
<b>Deductible</b>	\$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)
<b>Preventive (No Deductible)</b>	100% of Maximum Allowance	80% of Maximum Allowance *
<b>Primary Services (x-rays, space maintainers)</b>	80 % of Maximum Allowance	60% of Maximum Allowance *
<b>Restorative Services:</b>		
Routine Fillings	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
<b>Emergency Services (Palliative Emergency Treatment)</b>	80 % of Maximum Allowance	80 % of Maximum Allowance *
<b>Endodontics</b>	80 % of Maximum Allowance	60 % of Maximum Allowance *
<b>Periodontics</b>	80 % of Maximum Allowance	60 % of Maximum Allowance *
<b>Oral Surgery</b>		
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
<b>Prosthetics</b>	50 % of Maximum Allowance	50 % of Maximum Allowance *
<b>Orthodontics</b>	50 % up to lifetime maximum	50 % up to lifetime maximum*
<b>Lifetime Maximum</b>	\$1250	\$1250

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