

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)  
(LOCAL 73)**

**(Representing Animal Control)**

**And**

**COUNTY OF COOK**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**MAY 21 2014**

**142298**

**COM. \_\_\_\_\_**

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

**Effective upon approval by the Cook County Board of Commissioners**

## TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE I Recognition</b> .....	1
Section 1.1 Representative Unit.....	1
Section 1.2 Union Membership .....	1
Section 1.3 Checkoff.....	1
Section 1.4 Fair Share .....	1
Section 1.5 Religion Exemption .....	2
Section 1.6 Indemnification .....	2
<b>ARTICLE II Employer and Union Rights and Obligations</b> .....	3
Section 2.1 County Rights .....	3
Section 2.2 Union and County Meetings .....	3
Section 2.3 Integrity of Bargaining Unit.....	3
Section 2.4 Labor Management Meeting on Career Development .....	3
<b>ARTICLE III Hours of Work and Overtime</b> .....	4
Section 3.1 Purpose of Article.....	4
Section 3.2 Regular Work Periods .....	4
Section 3.3 Compensatory Time and/or Overtime Compensation.....	4
Section 3.4 Flextime .....	4
<b>ARTICLE IV Seniority</b> .....	5
Section 4.1 Probationary Period .....	5
Section 4.2 Definition of Seniority .....	5
Section 4.3 Promotion, Transfer .....	5
Section 4.4 Reduction in Work Force, Layoff and Recall .....	5
Section 4.5 Promotion and Shift Assignment .....	5
Section 4.6 Return to Former Job .....	5
Section 4.7 Return to Represented Unit.....	6
Section 4.8 Termination of Seniority .....	6
Section 4.9 Transfer of Stewards .....	6
Section 4.10 Seniority List.....	7
Section 4.11 Job Posting.....	7
<b>ARTICLE V Rates of Pay</b> .....	7

Section 5.1 Job Classification/Rates of Pay .....	7
Section 5.2 New, Changed or Misclassification.....	7
Section 5.3 Classification and Grade Changes .....	8
Promotions.....	8
Reclassification.....	8
Demotions.....	9
Transfers.....	9
<b>ARTICLE VI Holidays.....</b>	<b>9</b>
Section 6.1 Designation of Holidays.....	9
Section 6.2 Eligibility .....	10
Section 6.3 Holidays in Vacation.....	10
<b>ARTICLE VII Vacations.....</b>	<b>10</b>
Section 7.1 Vacation Leave .....	10
<b>ARTICLE VIII Welfare Benefits .....</b>	<b>12</b>
Section 8.1 Hospitalization Insurance; Employee Contributions .....	12
Section 8.2 Sick Leave .....	12
Section 8.3 Disability Benefits .....	13
Section 8.4 Life Insurance.....	14
Section 8.5 Pension Plan .....	14
Section 8.6 Dental Plan .....	14
Section 8.7 Vision Plan .....	14
Section 8.8 Hospitalization – New Hires .....	14
Section 8.9 Flexible Benefits Plan .....	14
Section 8.10 Insurance Coverage.....	14
Section 8.11 Insurance Opt-Out .....	14
<b>ARTICLE IX Additional Benefits.....</b>	<b>15</b>
Section 9.1 Bereavement Leave.....	15
Section 9.2 Jury Duty.....	15
Section 9.3 Maternity/Paternity Leave .....	15
Section 9.4 Election Day .....	15
Section 9.5 Personal Days .....	15
Section 9.6 School Conference and Activity Leave .....	16
Section 9.7 Transfer for Medical Reasons .....	16

<b>ARTICLE X</b>	<b>Leaves of Absence</b> .....	16
Section 10.1	Regular Leave .....	16
Section 10.2	Seniority on Leave.....	17
Section 10.3	Union Leave.....	17
Section 10.4	Military Leave.....	17
Section 10.5	Veteran's Conventions.....	17
Section 10.6	Approval of Leave .....	18
Section 10.7	Retention of Benefits.....	18
<b>ARTICLE XI</b>	<b>Grievance Procedure</b> .....	18
Section 11.1	Policy.....	18
Section 11.2	Definition.....	18
Section 11.3	Representation.....	18
Section 11.4	Grievance Procedure .....	19
Section 11.5	Time Limits .....	19
Section 11.6	Stewards .....	19
Section 11.7	Union Representatives.....	19
Section 11.8	Impartial Arbitration .....	19
Section 11.9	Expedited Arbitration.....	20
<b>ARTICLE XII</b>	<b>Continuity of Operation</b> .....	20
Section 12.1	No Strike .....	20
Section 12.2	Union Responsibility.....	21
Section 12.3	Discharge of Violators.....	21
Section 12.4	No Lock-Out.....	21
Section 12.5	Reservation of Rights .....	21
<b>ARTICLE XIII</b>	<b>Miscellaneous</b> .....	21
Section 13.1	No Discrimination .....	21
Section 13.2	Safety, Work Environment and Health .....	22
Section 13.3	Voluntary and Community Service Workers.....	22
Section 13.4	Bulletin Boards.....	22
Section 13.5	Partial Invalidity .....	23
Section 13.6	Sub-Contracting.....	23
Section 13.7	Tuition Reimbursement .....	23
Section 13.8	Personnel Files .....	23

Section 13.9 Post Accident Drug and Alcohol Testing.....	23
Section 13.10 Dignity and Respect.....	23
Section 13.11 COPE.....	23
Section 13.12 Mileage.....	24
<b>ARTICLE XIV Discipline.....</b>	<b>24</b>
Section 14.1 General.....	24
Section 14.2 Form of Discipline.....	24
Section 14.3 Training.....	25
<b>ARTICLE XV Duration.....</b>	<b>25</b>
Section 15.1 Term.....	25
Section 15.2 Notice.....	25
<b>SIDE LETTER.....</b>	<b>27</b>
<b>APPENDIX A.....</b>	<b>28</b>
<b>APPENDIX C.....</b>	<b>35</b>

# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This Collective Bargaining Agreement is entered into between the COUNTY of COOK (hereinafter referred to as the "Employer" or "County") and the Service Employees International Union 73 (hereinafter referred to as the "Union").

## ARTICLE I Recognition

### Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the County in the job classifications set forth in Appendix A of this Agreement as certified by the ILLRB Case # L-RC-06-014.

### Section 1.2 Union Membership:

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

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement. For this purpose, the County shall notify the designated Union business representative of the starting dates of new employees within thirty (30) calendar days of their start.

### Section 1.3 Checkoff:

With respect to any employee from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made.

### 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 fifty percent (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 thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees, or (2) will pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours,

and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

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

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

**Section 1.5 Religion Exemption:**

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

**Section 1.6 Indemnification:**

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**ARTICLE II**  
**Employer and Union Rights and Obligations**

**Section 2.1 County Rights:**

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

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

**Section 2.2 Union and County Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet at least once per quarter through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and County shall each designate not more than three (3) representatives per department to a labor-management committee for this purpose.

**Section 2.3 Integrity of Bargaining Unit:**

Non-Bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer. This provision does not limit the employer's right to hire seasonal employees and to assign work to them. Seasonal employees shall be defined as employees who work forty (40) hours or less per week for a maximum of six (6) months per year. Such exceptions shall not be used to avoid hiring bargaining unit employees.

**Section 2.4 Labor Management Meeting on Career Development:**

Labor Management meetings will be held quarterly by each department to discuss employee training and education. Department Labor Management Committees shall also make recommendations to the County concerning courses and in-service training to enhance career opportunities for employees in their departments' respective bargaining units. The County will appoint a specific management representative to this department Committee within thirty (30) calendar days of the effective date of the Agreement.

**ARTICLE III**  
**Hours of Work and Overtime**

**Section 3.1 Purpose of Article:**

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

**Section 3.2 Regular Work Periods:**

The regular work day for full-time employees shall remain according to prior practice and procedure. If any work periods need to be changed the employer shall first meet with the Union to negotiate such changes. The length of paid lunch periods and breaks granted by each department shall remain in effect. The regular work day shall consist of eight (8) consecutive hours of work, including a one (1) hour paid lunch period.

**Section 3.3 Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be compensated at time and one half of compensatory time in accordance with the Fair Labor Standards Act.
- C. When overtime work is required, and the corresponding compensatory time would work an undue hardship on efficient department operations, the Chief Administrative Officer or the Chief Financial Officer of Cook County, each for their respective departments, may authorize the payment of cash overtime if sufficient budgeted funds are available. The department head must give prior written notification to the Chief Administrative Officer or the Chief Financial Officer of Cook County, as appropriate, of the reasons requiring paid overtime, the positions affected, and the probable period of time the overtime work will be required. All such overtime will be compensated at time and one-half.
- D. Each department shall record hours worked for each employee eligible for overtime payments. Department Heads are responsible for the correct computation of straight time and overtime hours due an employee.
- E. Compensatory time shall be reclaimed in a minimum of one-hour increments.

**Section 3.4 Flexitime:**

Flexitime schedules may be granted if practicable to do so for legitimate and compelling personal reasons. A request for flexitime schedules shall be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flexitime schedule becomes effective. Such a request for flexitime shall not be denied in a discriminatory or arbitrary manner.

## 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 six (6) months. 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 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 his/her most recent hire.

### **Section 4.2 Definition of Seniority:**

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with Cook County since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V. Seniority for such regular part-time employees shall be prorated.

### **Section 4.3 Promotion, Transfer:**

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work.

### **Section 4.4 Reduction in Work Force, Layoff and Recall:**

Should the County determine that it is necessary to decrease the number of employees within a department, the employees to be laid off shall be removed from it in inverse order of seniority provided, however, the retained employees have the ability and qualifications to perform the required work. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force.

### **Section 4.5 Promotion and Shift Assignment:**

Employees in the same job classification and in the same department, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3.

### **Section 4.6 Return to Former Job:**

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his/her former job or in an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not

demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

**Section 4.7 Return to Represented Unit:**

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

**Section 4.8 Termination of Seniority:**

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

- (a) resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the County for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the County for such failure to report to work;
- (e) absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) work 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 Department of the County;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

**Section 4.9 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 at least five (5) days in advance of any such transfers.

**Section 4.10 Seniority List:**

As soon as possible, the County will furnish the Union a list showing the name, number, address, classification, department 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 a revised list to the designated Union business representative upon request. 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.

**Section 4.11 Job Posting:**

When job openings or vacancies, including transfers, occur within the bargaining unit in a particular department, or when new classifications are created and ready to be filled, the County will post a notice on all bulletin boards in the affected department where notices to employees are normally posted. These job postings will be for a period of no less than ten (10) working days.

Employees in the affected department desiring to bid on such vacancies may do so, and the job will be awarded in accordance with the provisions of section 3 above. Employees shall not lose compensation for work time expended to interview within their respective departments.

**ARTICLE V  
Rates of Pay**

**Section 5.1 Job Classification/Rates of Pay:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary 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 this bargaining unit shall be increased as follows during the term of this agreement:

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

**Section 5.2 New, Changed or Misclassification:**

- 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 who believes that he/she is working out of classification may request that his/her position be reclassified. If the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the County that this reclassification be included in the forthcoming departmental budget. The County will discuss any reclassification with the Union prior to implementation. No later than thirty (30) days after the Board of Commissioners approves the County budget, each respective department head shall inform each applicant for reclassification whether his/her reclassification has been approved or denied. The Union shall be given a copy of the County Budget recommendations within a reasonable time of its submission to the County Board.

**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. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassification:

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 had been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

## ARTICLE VI Holidays

### Section 6.1 Designation of Holidays:

- A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:
1. New Year's Day - January 1st
  2. Martin Luther King's Birthday - Third Monday in January
  3. Lincoln's Birthday - February 12th
  4. Presidents' Day - Third Monday in February
  5. Casimir Pulaski Day\* - First Monday in March
  6. Memorial Day - Last Monday in May
  7. Independence Day - July 4th
  8. Labor Day - First Monday in September
  9. Columbus Day - Second Monday in October
  10. Veteran's Day - November 11<sup>th</sup>
  11. Thanksgiving Day - The day approved by the Governor of the State of Illinois or by the President of the United States
  12. Christmas Day - December 25th

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a

certain holiday fall on a Sunday, the following Monday shall be set as the holiday. However, a weekend holiday shall remain the recognized holiday for those employees regularly scheduled to work on weekends.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the foregoing paid holidays, Employees shall be credited with one (1) floating holiday on December 1st of each year. The Employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably withheld or denied. Management shall apply the same standard for prior notification as currently applies for personal days.

**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 an explanation acceptable to the County for such failure to report to work.
- (b) The employee must have worked at least one half the scheduled hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

**Section 6.3 Holidays in Vacation:**

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

**ARTICLE VII  
Vacations**

**Section 7.1 Vacation Leave:**

- A. All bargaining unit employees who have completed one year of service with Cook County, including service mentioned in paragraph E, shall be granted vacation leave with pay for periods as follows:

All bargaining unit employees except those at Cook County Department of Public Health:

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

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, department, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period as such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account will not receive any fringe benefits.

**ARTICLE VIII  
Welfare Benefits**

**Section 8.1 Hospitalization Insurance; Employee Contributions:**

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C.
- B. Effective June 1, 2008, employee contributions for health insurance shall be the following percentages of his/her base salary depending on the plan and coverage selected:

HMO

- 0.50% for employee coverage
- 0.75% for employee and children coverage
- 1.00% for employee and spouse coverage
- 1.25% for family coverage

PPO

- 1.50% for employee coverage
- 1.75% for employee and children coverage
- 2.00% for employee and spouse coverage
- 2.25% for family coverage

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

**Section 8.2 Sick Leave:**

- A. All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system at the rate of 3.70 hours. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation

hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full and additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason 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 doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a facility physician may be required to make sure that the employee is physically fit for return to work.

Employees may take sick leave in one half (½) or full day increments.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

### **Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act.

Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary. The County will also contribute the 8.5% of salary normally contributed for pension purposes. Other

amounts normally deducted for annuity purposes shall continue to be deducted. 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 Employer otherwise agree.

The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this section are subject to change in conjunction with changes in State laws.

**Section 8.4 Life Insurance:**

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

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under 40 ILCS 5/1 - 101 et seq.

**Section 8.6 Dental Plan:**

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 8.7 Vision Plan:**

All employees shall be eligible to participate in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 8.8 Hospitalization - New Hires:**

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

**Section 8.9 Flexible Benefits Plan:**

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

**Section 8.10 Insurance Coverage:**

Employees on layoff status shall retain health and dental insurance coverage for a period of two (2) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

**Section 8.11 Insurance Opt-Out:**

Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health benefit program.

Provided, that prior to opting-out of any 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 who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

## **ARTICLE IX Additional Benefits**

### **Section 9.1. Bereavement Leave:**

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. Where death of a covered family member occurs and the funeral is to be held one hundred fifty (150) miles or more from the County Building located at 118 N. Clark St., Chicago IL, the employee shall be entitled to a maximum of five (5) normal days pay.
- D. To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by 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 Duty:**

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

### **Section 9.3 Maternity/Paternity Leave:**

Maternity/paternity benefits for employees covered by this Agreement shall be as per the County policy.

### **Section 9.4 Election Day:**

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

### **Section 9.5 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off

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

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than five (5) personal days may be used in a fiscal year.

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

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

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

**Section 9.6 School Conference and Activity Leave:**

The Employer agrees to comply with the provisions of the School Visitation Rights Act ("Act"), which at the time of the execution of this Agreement includes the following allowances for school conference and activity leave. The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child. In the event of a conflict between the terms of this section and any subsequent amendment by the Act, the subsequently amended Act shall prevail.

**Section 9.7 Transfer for Medical Reasons:**

Employees may submit a request for a temporary transfer for bona fide medical reasons, for a period not to exceed six (6) months. The Employer and the Union may consider an extension request. Transfers for medical reasons shall not be arbitrarily or capriciously denied by the Employer.

**ARTICLE X  
Leaves of Absence**

**Section 10.1 Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head, with the written approval of the 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, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate

supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

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

**Section 10.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

**Section 10.3 Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend state and national conferences and conventions of the Union, not to exceed ten (10) work days for all employees.

**Section 10.4 Military Leave:**

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

**Section 10.5 Veteran's Conventions:**

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.

4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 10.6 Approval of Leave:**

No request for a leave, as defined in Sections 1 and 4 of this Article, will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County business.

**Section 10.7 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's payroll office prior to departure on the leave. For the failure to make such arrangements, the Employer 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 XI  
Grievance Procedure**

**Section 11.1 Policy:**

The provisions of this Article supplement and modify the provisions of the County's Grievance Procedure applicable to all employees.

**Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Bureau of Human Resources.

**Section 11.3 Representation:**

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step Two by a Union representative.

**Section 11.4 Grievance Procedure:**

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

<b>Step</b>	<b>Submission Time Limit This Step (calendar days)</b>	<b>To Whom Submitted</b>	<b>Time Limits Meeting</b>	<b>Response</b>
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Department Head	10 days	10 days
3	10 days	Chief, Bureau of Human Resources	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

**Section 11.5 Time Limits:**

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Should the County fail to respond to a grievance in the time limits listed above, the Union shall have the right to advance the grievance to the next step.

**Section 11.6 Stewards:**

The Union will advise the County in writing of the names of the stewards in each department with the County and shall notify the County promptly of any changes. Upon notification to 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. It is understood that the assignment of individual stewards to represent employees shall be at the discretion of the Union.

**Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County Department for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the County Department Head/Designee in a manner suitable to the County on each occasion, will first secure the approval of the County Department Head/Designee to enter and conduct their business so as not to interfere with the operation of the County. Such permission will not be unreasonably withheld. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general County department rules applicable to non-employees.

**Section 11.8 Impartial Arbitration:**

The Union 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 Union and the County shall select an arbitrator from a permanent panel of twelve (12) arbitrators. Arbitrators will be selected to hear and decide grievances arising under this agreement on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases then-currently assigned, but will not receive any new 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. The Union 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 Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the County and the union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

#### **Section 11.9 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. The hearing shall be informal;
- b. No briefs shall be filed or transcripts made;
- c. There shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. The hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

## **ARTICLE XII Continuity of Operation**

#### **Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any

work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 12.2 Union Responsibility:**

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

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

**Section 12.3 Discharge of Violators:**

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

**Section 12.4 No Lock-Out:**

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

**Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the County, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII  
Miscellaneous**

**Section 13.1 No Discrimination:**

The County and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, ancestry, political belief or activity, age, sex, sexual orientation, military discharge, marital status, disability, parental status or activity on behalf of the Union.

It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

**Section 13.2 Safety, Work Environment and Health:**

The County will maintain safe working conditions and health protection for all bargaining unit employees. The Union will cooperate toward this end and will encourage all bargaining unit employees to work in a safe manner.

- A. It will be the responsibility of both bargaining unit employees and supervisors to report unsafe and unhealthy work conditions. Bargaining unit employees are expected to, when they observe, or are involved in, unsafe working conditions and/or accidents, report them to their supervisor as expeditiously as possible. Supervisors shall assist bargaining unit employees in seeking medical attention and inform them of the proper method of reporting accidents.
- B. Supervisors and bargaining unit employees, at all levels, have a mutual obligation to consider health, safety and well-being of all concerned in practices and procedures regarding all aspects of their work. Supervisors will also consider these factors when recommending the purchase of tools, equipment or machinery.
- C. The County and the Union are committed to taking reasonable, necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. The County shall make available to any employee who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine, TB screening test or other appropriate vaccination at no cost to the employee. The County will also make professional counseling available to any employee who reasonably believes that she/he has become infected with TB, HIV, Hepatitis B or other communicable diseases during the course of his/her employment.

**Section 13.3 Voluntary and Community Service Workers:**

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

**Section 13.4 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a noncontroversial nature, but only after submitting them to the County Department Head for approval and posting. Permission to post shall not be unreasonably denied.

There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the County's property other than herein provided.

**Section 13.5 Partial Invalidity:**

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

**Section 13.6 Sub-Contracting:**

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

The County will advise the Union in writing at least three (3) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 13.7 Tuition Reimbursement:**

The County encourages employees to continue their education and acquire new skills through a program sponsored in conjunction with the City Colleges of Chicago and the Suburban Community Colleges. Employees making application for specific courses shall follow the Cook County tuition reimbursement policy provided sufficient funds are available.

Based on available funds, an employee may request reimbursement up to an amount no greater than \$300.00 in a fiscal year for employment related course-work. Applications should be made through the Cook County Bureau of Human Resources.

**Section 13.8 Personnel Files:**

Upon written request to the 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 in accordance with applicable law.

**Section 13.9 Post Accident Drug and Alcohol Testing:**

Employees shall submit to post-accident alcohol and drug testing if they are involved in a motor vehicle accident (1) at any time where the employee is operating a County-owned, rented, or leased vehicle; or (2) where the employee is operating any vehicle while conducting County business during the hours of their employment including overtime. Such testing will reinforce the Employer's and the Union's commitment to the safety of the employee and the public.

**Section 13.10 Dignity and Respect:**

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the manager of Labor Relations who will investigate the complaint and advise the employee of any action taken which has been deemed necessary and appropriate under the circumstance.

**Section 13.11 COPE:**

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which deductions are made.

**Section 13.12 Mileage:**

Employees covered by this Agreement shall be reimbursed at the current allowable IRS rate. Employees shall be reimbursed for all work related traveled miles. Mileage reimbursement reports shall be submitted by the 1<sup>st</sup> day of every month and reimbursement shall occur within 45 days of submittal to the department. All other matters related to mileage are subject to Cook County ordinance.

**ARTICLE XIV  
Discipline**

**Section 14.1 General:**

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter. Prior to any meeting which could lead to discipline, an employee will be advised of his/her right to Union representation at that meeting.

While the parties agree that the discipline should be timely, the parties also acknowledge that a determination of whether discipline is timely depends on the facts and circumstances of each case. While it is the County's policy to endeavor to issue discipline within thirty days of the County's knowledge of the incident giving rise to that discipline, the failure of the County to do so within thirty days, in and of itself, shall not be the sole basis for granting a grievance and overturning a discipline decision.

**Section 14.2 Form of Discipline:**

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct.

**Section 14.3 Training:**

The Employer will train supervisors in the fair and consistent administration of this policy.

**ARTICLE XV  
Duration**

**Section 15.1 Term:**

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

**Section 15.2 Notice:**

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

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

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

President/Business Manager  
SEIU Local 73  
Service Employees International Union  
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 21<sup>st</sup> day of May, 2014.

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, Local 73

BY:

Christine Boardman

CHRISTINE BOARDMAN, President  
Service Employees International Union, Local 73

Betty Boles, Vice President # 73

Betty Boles

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 21 2014

142298

COM \_\_\_\_\_

**SIDE LETTER OF AGREEMENT BETWEEN  
SEIU LOCAL 73 AND COOK COUNTY**

**Job Postings**

1. When a bargaining unit job vacancy occurs, or when a new bargaining unit classification is created and ready to be filled, for a period of ten (10) working days, the County will post a notice on bulletin boards in the affected department where notices to employees are normally posted.
2. Effective six (6) months after approval of the CBA by the Cook County Board of Commissioners, the posting referred to in Number 1 above will cease. Therefore, employees desiring to bid on vacancies must do so pursuant to a computer-based system.
3. During the three (3) month period after implementation of the computer-based posting procedure, the County will provide training to employees as reasonably required on the use of the system.

**APPENDIX A**  
**SEIU Local 73 (Animal Control)**

<b>JOB CODE</b>	<b>GRADE</b>	<b>TITLE</b>
0906	09	Clerk IV
0907	11	Clerk V
0046	12	Administrative Assistant I
0047	14	Administrative Assistant II
0048	16	Administrative Assistant III
0251	18	Business Manager I
0252	20	Business Manager II
0253	22	Business Manager III



GD		AFTER 1					AFTER 2					AFTER 1			AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
13	Hourly	18,149	19,047	20,012	20,977	21,928	23,025	20,977	21,437	22,519	23,585	24,704	23,484	23,710	24,427	23,484	23,710	24,427		
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,678.16	1,714.96	1,801.52	1,886.80	1,976.32	1,878.72	1,896.80	1,954.16	1,878.72	1,896.80	1,954.16		
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	43,632	44,589	46,840	49,057	48,847	48,847	49,317	50,808	48,847	49,317	50,808		
14	Hourly	19,485	20,488	21,437	22,519	23,585	24,704	22,519	21,437	22,519	23,585	24,704	25,215	25,465	26,234	25,215	25,465	26,234		
	Bi-Weekly	1,558.80	1,639.04	1,714.96	1,801.52	1,886.80	1,976.32	1,801.52	1,714.96	1,801.52	1,886.80	1,976.32	2,017.20	2,037.20	2,098.72	2,017.20	2,037.20	2,098.72		
	Annual	40,529	42,615	44,589	46,840	49,057	51,384	46,840	44,589	46,840	49,057	52,447	52,447	52,967	54,567	52,447	52,967	54,567		
15	Hourly	20,977	21,928	23,025	24,166	25,379	26,573	24,166	23,025	24,166	25,379	26,573	27,110	27,387	28,204	27,110	27,387	28,204		
	Bi-Weekly	1,678.16	1,754.24	1,842.00	1,933.28	2,030.32	2,125.84	1,933.28	1,842.00	1,933.28	2,030.32	2,125.84	2,168.80	2,190.96	2,256.32	2,168.80	2,190.96	2,256.32		
	Annual	43,632	45,610	47,892	50,265	52,788	55,272	50,265	47,892	50,265	52,788	56,389	56,389	56,965	58,664	56,389	56,965	58,664		
16	Hourly	22,519	23,585	24,704	25,886	27,136	28,393	25,886	24,704	25,886	27,136	28,393	28,978	29,259	30,141	28,978	29,259	30,141		
	Bi-Weekly	1,801.52	1,886.80	1,976.32	2,070.88	2,170.88	2,271.44	2,070.88	1,976.32	2,070.88	2,170.88	2,271.44	2,318.24	2,340.72	2,273.04	2,318.24	2,340.72	2,273.04		
	Annual	46,840	49,057	51,384	53,843	56,443	59,057	53,843	51,384	53,843	56,443	60,274	60,274	60,859	59,099	60,274	60,859	59,099		
17	Hourly	24,166	25,379	26,573	27,811	29,186	30,629	27,811	26,573	27,811	29,186	30,629	31,228	31,527	32,480	31,228	31,527	32,480		
	Bi-Weekly	1,933.28	2,030.32	2,125.84	2,224.88	2,334.88	2,450.32	2,224.88	2,125.84	2,224.88	2,334.88	2,450.32	2,498.24	2,522.16	2,598.40	2,498.24	2,522.16	2,598.40		
	Annual	50,265	52,788	55,272	57,847	60,707	63,708	57,847	55,272	57,847	60,707	64,954	64,954	65,576	67,558	64,954	65,576	67,558		
18	Hourly	25,886	27,136	28,393	29,805	31,179	32,718	29,805	28,393	29,805	31,179	32,718	33,387	33,703	34,747	33,387	33,703	34,747		
	Bi-Weekly	2,070.88	2,170.88	2,271.44	2,384.40	2,494.32	2,617.44	2,384.40	2,271.44	2,384.40	2,494.32	2,617.44	2,670.96	2,696.24	2,779.76	2,670.96	2,696.24	2,779.76		
	Annual	53,843	56,443	59,057	61,994	64,852	68,053	61,994	59,057	61,994	64,852	69,445	69,445	70,102	72,274	69,445	70,102	72,274		

GD		AFTER 2					AFTER 1			AFTER 1			AFTER 1		
		YEARS AT 5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	5TH STEP	4TH STEP	3RD STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
19	Hourly	35.907	32.718	31.179	29.805	28.393	34.264	31.179	29.805	36.453	36.808	37.923	36.453	36.808	37.923
	Bi-Weekly	2,872.56	2,617.44	2,494.32	2,384.40	2,271.44	2,741.12	2,494.32	2,384.40	2,916.24	2,944.64	3,033.84	2,916.24	2,944.64	3,033.84
	Annual	74,687	68,053	64,852	61,994	59,057	71,269	64,852	61,994	75,822	76,561	78,880	75,822	76,561	78,880
20	Hourly	39.438	35.907	34.264	32.718	31.179	37.602	34.264	32.718	40.017	40.404	41.623	40.017	40.404	41.623
	Bi-Weekly	3,155.04	2,872.56	2,741.12	2,617.44	2,494.32	3,008.16	2,741.12	2,617.44	3,201.36	3,232.32	3,329.84	3,201.36	3,232.32	3,329.84
	Annual	82,031	74,687	71,269	68,053	64,852	82,031	74,687	71,269	83,235	84,040	86,576	83,235	84,040	86,576
21	Hourly	43.319	39.438	37.602	35.907	34.264	41.309	37.602	35.907	43.961	44.399	45.746	43.961	44.399	45.746
	Bi-Weekly	3,465.52	3,155.04	3,008.16	2,872.56	2,741.12	3,304.72	3,008.16	2,872.56	3,516.88	3,551.92	3,659.68	3,516.88	3,551.92	3,659.68
	Annual	90,104	82,031	78,212	74,687	71,269	90,104	78,212	74,687	91,439	92,350	95,152	91,439	92,350	95,152
22	Hourly	47.516	43.319	41.309	39.438	37.602	45.331	41.309	39.438	48.214	48.693	50.152	48.214	48.693	50.152
	Bi-Weekly	3,801.28	3,465.52	3,304.72	3,155.04	3,008.16	3,626.48	3,304.72	3,155.04	3,857.12	3,895.44	4,012.16	3,857.12	3,895.44	4,012.16
	Annual	98,833	90,104	85,923	82,031	78,212	98,833	85,923	82,031	100,285	101,281	104,316	100,285	101,281	104,316
23	Hourly	49.880	45.331	43.319	41.309	39.438	47.516	43.319	41.309	50.619	51.124	52.669	50.619	51.124	52.669
	Bi-Weekly	3,990.40	3,626.48	3,465.52	3,304.72	3,155.04	3,801.28	3,465.52	3,304.72	4,049.52	4,089.92	4,213.52	4,049.52	4,089.92	4,213.52
	Annual	103,750	94,288	90,104	85,923	82,031	103,750	90,104	85,923	105,288	106,338	109,552	105,288	106,338	109,552

**SCHEDULE I - GENERAL**

**BUREAU OF HUMAN RESOURCES  
SEIU LOCAL 73  
CORPORATE ONLY**

<u>GD</u>		<u>AFTER 2</u>					<u>AFTER 1</u>			<u>AFTER 1</u>									
		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>YRS AT 1ST</u>	<u>LONGEVITY</u>	<u>RATE &amp; 10</u>	<u>YRS SERV</u>	<u>YR AT 2ND</u>	<u>LONGEVITY</u>	<u>RATE &amp; 15</u>	<u>YRS SERV</u>	<u>YR AT 3RD</u>	<u>LONGEVITY</u>	<u>RATE &amp; 20</u>	<u>YRS SERV</u>	
9	Hourly	13,271	13,874	14,548	15,251	15,954	16.713	17.188	17.188	17.188	17.361	17.361	17.361	17.361	17.873	17.873	17.873	17.873	17.873
	Bi-Weekly	1,061.68	1,109.92	1,163.84	1,220.08	1,276.32	1,337.04	1,375.04	1,375.04	1,388.88	1,388.88	1,388.88	1,388.88	1,388.88	1,429.84	1,429.84	1,429.84	1,429.84	1,429.84
	Annual	27,604	28,858	30,260	31,722	33,184	34,763	35,751	35,751	36,111	36,111	36,111	36,111	36,111	37,176	37,176	37,176	37,176	37,176
10	Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,260	18,260	18,453	18,453	18,453	18,453	18,453	18,999	18,999	18,999	18,999	18,999
	Bi-Weekly	1,137.28	1,190.32	1,246.24	1,306.64	1,369.44	1,433.44	1,460.80	1,460.80	1,476.24	1,476.24	1,476.24	1,476.24	1,476.24	1,519.92	1,519.92	1,519.92	1,519.92	1,519.92
	Annual	29,569	30,948	32,402	33,973	35,605	37,269	37,981	37,981	38,382	38,382	38,382	38,382	38,382	39,518	39,518	39,518	39,518	39,518
11	Hourly	15,251	15,954	16,713	17,493	18,359	19,289	19,675	19,675	19,857	19,857	19,857	19,857	19,857	20,466	20,466	20,466	20,466	20,466
	Bi-Weekly	1,220.08	1,276.32	1,337.04	1,399.44	1,468.72	1,543.12	1,574.00	1,574.00	1,588.56	1,588.56	1,588.56	1,588.56	1,588.56	1,637.28	1,637.28	1,637.28	1,637.28	1,637.28
	Annual	31,722	33,184	34,763	36,385	38,187	40,121	40,924	40,924	41,303	41,303	41,303	41,303	41,303	42,569	42,569	42,569	42,569	42,569
12	Hourly	16,333	17,118	17,918	18,781	19,747	20,662	21,066	21,066	21,276	21,276	21,276	21,276	21,276	21,923	21,923	21,923	21,923	21,923
	Bi-Weekly	1,306.64	1,369.44	1,433.44	1,502.48	1,579.76	1,652.96	1,685.28	1,685.28	1,702.08	1,702.08	1,702.08	1,702.08	1,702.08	1,753.84	1,753.84	1,753.84	1,753.84	1,753.84
	Annual	33,973	35,605	37,269	39,064	41,074	42,977	43,817	43,817	44,254	44,254	44,254	44,254	44,254	45,600	45,600	45,600	45,600	45,600

GD		AFTER 1					AFTER 2					AFTER 1			AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV							
13	Hourly	17,493	18,359	19,289	20,219	21,135	22,193	22,193	22,193	22,193	22,635	22,853	23,544	22,635	22,853	23,544				
	Bi-Weekly	1,399.44	1,468.72	1,543.12	1,617.52	1,690.80	1,775.44	1,775.44	1,775.44	1,810.80	1,828.24	1,883.52	1,810.80	1,828.24	1,883.52					
	Annual	36,385	38,187	40,121	42,056	43,961	46,161	46,161	46,161	47,081	47,534	48,972	47,081	47,534	48,972					
14	Hourly	18,781	19,747	20,662	21,705	22,733	23,811	23,811	23,811	24,304	24,545	25,286	24,304	24,545	25,286					
	Bi-Weekly	1,502.48	1,579.76	1,652.96	1,736.40	1,818.64	1,904.88	1,904.88	1,904.88	1,944.32	1,963.60	2,022.88	1,944.32	1,963.60	2,022.88					
	Annual	39,064	41,074	42,977	45,146	47,285	49,527	49,527	49,527	50,552	51,054	52,595	50,552	51,054	52,595					
15	Hourly	20,219	21,135	22,193	23,293	24,462	25,613	25,613	25,613	26,130	26,397	27,185	26,130	26,397	27,185					
	Bi-Weekly	1,617.52	1,690.80	1,775.44	1,863.44	1,956.96	2,049.04	2,049.04	2,049.04	2,090.40	2,111.76	2,174.80	2,090.40	2,111.76	2,174.80					
	Annual	42,056	43,961	46,161	48,449	50,881	53,275	53,275	53,275	54,350	54,906	56,545	54,350	54,906	56,545					
16	Hourly	21,705	22,733	23,811	24,950	26,155	27,367	27,367	27,367	27,931	28,201	29,052	27,931	28,201	29,052					
	Bi-Weekly	1,736.40	1,818.64	1,904.88	1,996.00	2,092.40	2,189.36	2,189.36	2,189.36	2,234.48	2,256.08	2,324.16	2,234.48	2,256.08	2,324.16					
	Annual	45,146	47,285	49,527	51,896	54,402	56,923	56,923	56,923	58,096	58,658	60,428	58,096	58,658	60,428					
17	Hourly	23,293	24,462	25,613	26,806	28,131	29,522	29,522	29,522	30,099	30,387	31,306	30,099	30,387	31,306					
	Bi-Weekly	1,863.44	1,956.96	2,049.04	2,144.48	2,250.48	2,361.76	2,361.76	2,361.76	2,407.92	2,430.96	2,504.48	2,407.92	2,430.96	2,504.48					
	Annual	48,449	50,881	53,275	55,756	58,512	61,406	61,406	61,406	62,606	63,205	65,116	62,606	63,205	65,116					
18	Hourly	24,950	26,155	27,367	28,728	30,052	31,535	31,535	31,535	32,180	32,485	33,491	32,180	32,485	33,491					
	Bi-Weekly	1,996.00	2,092.40	2,189.36	2,298.24	2,404.16	2,522.80	2,522.80	2,522.80	2,574.40	2,598.80	2,679.28	2,574.40	2,598.80	2,679.28					
	Annual	51,896	54,402	56,923	59,754	62,508	65,593	65,593	65,593	66,934	67,569	69,661	66,934	67,569	69,661					

		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
19	GD									
	Hourly	27,367	28,728	30,052	31,535	33,026	34,609	35,135	35,478	36,552
	Bi-Weekly	2,189.36	2,298.24	2,404.16	2,522.80	2,642.08	2,768.72	2,810.80	2,838.24	2,924.16
	Annual	56,923	59,754	62,508	65,593	68,694	71,987	73,081	73,794	76,028
20	Hourly	30,052	31,535	33,026	34,609	36,243	38,013	38,571	38,944	40,119
	Bi-Weekly	2,404.16	2,522.80	2,642.08	2,768.72	2,899.44	3,041.04	3,085.68	3,115.52	3,209.52
	Annual	62,508	65,593	68,694	71,987	75,385	79,067	80,228	81,004	83,448
21	Hourly	33,026	34,609	36,243	38,013	39,816	41,753	42,372	42,794	44,093
	Bi-Weekly	2,642.08	2,768.72	2,899.44	3,041.04	3,185.28	3,340.24	3,389.76	3,423.52	3,527.44
	Annual	68,694	71,987	75,385	79,067	82,817	86,846	88,134	89,012	91,713
22	Hourly	36,243	38,013	39,816	41,753	43,693	45,799	46,471	46,933	48,339
	Bi-Weekly	2,899.44	3,041.04	3,185.28	3,340.24	3,495.44	3,663.92	3,717.68	3,754.64	3,867.12
	Annual	75,385	79,067	82,817	86,846	90,881	95,262	96,660	97,621	100,545
23	Hourly	38,013	39,816	41,753	43,693	45,799	48,077	48,789	49,276	50,765
	Bi-Weekly	3,041.04	3,185.28	3,340.24	3,495.44	3,663.92	3,846.16	3,903.12	3,942.08	4,061.20
	Annual	79,067	82,817	86,846	90,881	95,262	100,000	101,481	102,494	105,591

**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>
Individual Deductible * Family Deductible * Ind. Out of Pocket Max * Fam. Out of Pocket Max* Lifetime Maximum  * Annual Basis	None None None None Unlimited		\$0 / \$200 \$0 / \$400 \$1,000 ** / \$3,000 ** \$2,000 ** / \$6,000 ** Unlimited / \$1,000,000  ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	\$125 / \$250 \$250 / \$500 \$1,500 ** / \$3,000 ** \$3,000 ** / \$6,000 ** Unlimited / \$1,000,000  ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

**OUTPATIENT SERVICES (MEDICAL & SURGICAL)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

**OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)**

**BENEFIT OVERVIEW**

	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	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% *
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% *

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

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

**BENEFIT OVERVIEW**

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

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

**Employee Contributions  
Effective June 1, 2008**

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

## 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.