

COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)

Local No. 73, CTW/CLC

**Representing Service and Maintenance
(Oak Forest Health Center)**

And

COUNTY OF COOK

December 1, 2008 November 30, 2012

Effective upon County Board Approval

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between Local 73 Service Employees International Union, CTW/CLC, hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "Employer" or "County."

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all employees of the County at Oak Forest Hospital in the job classifications set forth in Appendix A of this Agreement (except those employees working less than twenty (20) hours per week), and excluding all office employees, professionals, supervisors and all other employees.

Section 1.2 Union Membership:

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

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership, at which time the Union may give the employees a copy of this Agreement.

The County and Union agree to communicate monthly regarding the time and place of the orientation. A steward designated by the Union shall be given reasonable notice of the orientation and he/she shall also be released with pay for such purpose.

Section 1.3 Dues Checkoff:

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 wages of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded in a separate check thirty (30) days after the 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 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the

County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.7 Integrity of the 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 to perform required work other than with normal absenteeism and vacation, or where circumstances exist which are out of the ordinary and beyond the control of the Employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

Section 1.8 Fair Representation:

The parties agree that classifications and units of unrepresented employees shall be free to communicate with and to choose or not choose representation by the Union. Such a choice shall be made consistent with the Illinois Labor Relations Act and in accordance with the procedures established by the Illinois Labor Relations Board.

ARTICLE II

Employer and Union Rights and Obligations

Section 2.1 Community Interest:

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

Section 2.2 County Authority:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments;

to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, lay off, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in case of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such rights, or the right to exercise them in some other way in the future.

Section 2.3 County Obligation:

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

Section 2.4 Employee and Management Obligation:

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

Section 2.5 Union and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The party requesting the meeting shall prepare a written agenda one (1) week prior to meeting if so asked by the other party. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose. Both parties agree that prompt responses to issues raised in these meetings are of primary importance. Therefore, the time frame by which responses shall be provided to issues raised in these meetings will be determined by the designated representatives.

Section 2.6 Union and County Meetings Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

The subjects of consolidations and/or closures of positions and the possible effects of staffing levels on patient care shall be appropriate topics at such meetings. This shall not preclude the Union from utilizing remedies otherwise available, if any.

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 a full-time employee shall consist of eight (8) consecutive hours of work, including a thirty (30) minute paid lunch period, within the twenty-four (24) hour period beginning at his/her scheduled starting time. The regular work day for some attendants and ward clerks may be scheduled by the Hospital as eight and one-quarter (8-1/4) consecutive hours, including a forty-five (45) minute lunch period, thirty (30) minutes of which will be paid. Building and grounds employees will be given breaks during severely cold weather. The regular pay period shall consist of two (2) regular work weeks.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half (1½) times the total of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing his/her first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one (1) provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. When two (2) or more provisions requiring the payment of overtime or other premium pay are applicable, the one most favorable to the employee shall apply.

Section 3.5 Time Considered as Time Worked:

Paid vacation time and holiday time, including a compensating day off, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime. Time spent on jury duty shall also be considered as time worked for overtime purposes.

Section 3.6 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in the cases of emergency the County may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the Hospital will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The Hospital shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

Section 3.7 Rest Periods:

The number and length of rest periods presently granted at each institution shall remain in effect, except that if a lunch period is forty-five (45) minutes or less, employees will be given a break period if a break period is not already granted. Where two (2) break periods are allowed, it is generally understood that one (1) shall be granted in the first four (4) hours of work but no earlier than the first two (2) hours worked, and the remaining break period shall be in the second four (4) hours of the shift, provided that when due to operational needs, it is not possible to provide the employees with their breaks, the employees shall receive a lunch period of one (1) hour.

Employees assigned to work overtime for a continuous period of four (4) hours or more beyond their regular work day will be granted an additional rest period of fifteen (15) minutes. Employees assigned to work overtime for a continuous period of eight (8) hours or more beyond their regular work day shall receive two (2) rest periods of fifteen (15) minutes and a forty-five (45) minute paid lunch period.

Section 3.8 Weekends:

Except as otherwise provided in this Section, Patient Care Attendants, also known as a Certified Nurse Assistant (CNA), will be scheduled to work every other weekend. A weekend is defined as beginning with the day shift Saturday and continuing through the night shift Sunday. Except for Attendants who request weekend work, the number of weekends off shall be scheduled equally among attendants within each scheduling unit during each scheduling period.

Section 3.9 Flextime:

Flex time schedules shall be granted for legitimate and compelling personal reasons when consistent with the operational needs of the hospital. Requests for flex time must 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 flex time schedule becomes effective. Flex time privileges may be canceled or suspended by the employer for legitimate operational reasons or due to misuse by the employee with proper timely notification.

Section 3.10 Call-In Pay:

In the event an employee is called into work and their services are no longer needed, the employee shall be paid a minimum of three (3) hours of their rate of pay.

Section 3.11 Provident Hospital:

The County shall establish work schedules two (2) pay periods in advance where they are normally and customarily used, the schedules shall be posted in the employee's department. After the work schedule has been posted changes shall be made only for legitimate hospital operations. Employees whose schedules are changed shall normally be notified at least seven (7) days in advance of the change. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Employees may switch work shifts and days off either temporarily or permanently with approval from their department head or designee. The department head or designee shall respond to the requested change within seven (7) days of receiving the employee's written request.

Employees will not be required to be involved in developing policy manuals and will not be held responsible for the policy manual.

Section 3.12 Employee Health Service:

Employees incurring any occupational illness or injury shall be paid for time spent during their regular work day at the direction or request of the Hospital in obtaining medical care from Employee Health Service. Employees incurring non-occupational illness or injury during their regular work day shall be paid for time spent at the direction or request of the Hospital in obtaining emergent and urgent care from Employee Health Service, but shall not be paid for time spent thereafter in obtaining follow-up, long term or in-depth care from Employee Health Service or their private physician or health facility. Employees taking physical exams or obtaining clearances in return to work after a non-occupational illness or injury shall be paid for time so spent during the regular work day at the direction or request of the Hospital.

Section 3.13 Schedules:

The County shall establish work schedules one (1) pay period in advance where they are normally and customarily used, the schedules shall be posted in the employee's department. After the work schedule has been posted changes shall be made only for legitimate hospital operations. Employees whose schedules are changed shall normally be notified at least seven (7) days in advance of the change. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime.

Employees may switch work shifts and days off either temporarily or permanently with approval from their department head or designee. The department head or designee shall respond to the requested change within seven (7) days of receiving the employee's written request.

ARTICLE IV

Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

Section 4.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment at the Hospital since the employee's last hiring date.

Section 4.3 Promotion and Layoff Preference:

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

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

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

Section 4.4 Reduction in Work Force:

The Union and the County agree that security in employment becomes relatively more important as employees increase their service at the Hospital. Should the County find it necessary to decrease the number of employees working within a job classification, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of layoff of employees, except when a layoff of five (5) days or less is made under Section 4.3 of this Article, in which case no notice need be given before or after such period. During that interim period the County will meet with the Union to discuss any alternatives to the layoff of employees. Prior to the layoff of any bargaining unit employees the County shall first layoff all temporary and probationary County employees. Employees in the affected classifications shall be initially selected for layoff in accordance with Section 4.3 of this Article, and shall be given notice thereof at least two (2) weeks prior to the effective date, except when a layoff of five (5) days or less is made under Section 4.3 of this Article, in which case no notice need be given before or after such period. At the time notice of layoffs is given to the Union, Cook County will provide the Union with a list of employees impacted with their respective seniority. Prior to the displacement meeting, Cook County will provide a list of all SEIU bargaining unit vacancies by classification, department, and location.

An employee so selected shall be transferred to any other classification in which there is a vacancy, or which is filled by another employee who has not completed his/her probationary period, or, if neither such situation exists, the employee so selected shall be permitted to exercise bumping rights, all in accordance with Section 4.3 of this Article, as follows:

- If Non-ACHN: First within the Department, then Division, then the Hub Facility and then throughout the Region
- If ACHN: First within the Clinic, then the Region and Hub facility, then throughout the Bureau of Health

To the extent that it is consistent with the efficient operation of the Hospital and the seniority of the employees, those employees initially selected for layoff will be transferred to positions on the same shift as that worked by them immediately prior to being selected for layoff. Employees not having the right to be transferred to any job shall be laid off, and employees initially selected for layoff may accept it in lieu of any transfer as hereinabove provided. Employees laid off as a result of this procedure shall be subject to recall in accordance with the provisions of Section 4.3 before hiring new employees. Employees will be recalled to the classification held by them at the time of layoff, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification, and subsequently returned to their classification prior to the layoff, all in accordance with Section 4.3 of this Article. Employees may refuse recall to a classification other than that from which they were laid off.

Pursuant to agreement between the Cook County Health and Hospitals System and the Union dated June 30, 2011, the following terms of the June 30, 2011 order issued by Arbitrator Edwin Benn are hereby incorporated into this Agreement:

1. With respect to the Termination of Seniority provisions in any applicable collective bargaining agreement, employees laid off in January of 2010 will have two years of recall rights instead of one. During the layoff, employees will not continue to accrue seniority, but if they are recalled within two years, they will retain the seniority they had as of the date of layoff.
2. HHS began the notice process under Article IV in October of 2009. However, in order to accommodate requests of Local 73 for system-wide bumping rights which HHS and the County do not believe are required by certain of the applicable collective bargaining agreements, HHS sent additional notices to employees who may be affected by the process and who may be "bumped" as a result of the system-wide procedural steps requested by Local 73. Please note that additional employees who are "bumped" will be notified of the action during the layoff process and allowed to exercise rights under Section 4.4.
3. HHS has identified the least senior employees in each classification at each facility. In addition, the employees have been ranked in each classification in each facility by seniority.
4. For purposes of this layoff only, and not for purposes of amending the Oak Forest

Hospital Service & Maintenance Collective Bargaining Agreement, the Transporter positions in the "DC" and the "DE" classifications at Oak Forest Hospital only shall be treated as a single classification as the job requirements are substantially similar.

5. For the purposes of this layoff only, and not for purposes of amending Article IV, seniority will be determined by reference to most recent hire date with the County. In the event two employees have equal hire dates, the order of selection and seniority for this layoff will be determined on a "last name alpha basis" with A being given preference to B and so on. Just as "Adam" has precedence over "Baker", "Cane" would have preference over "Cone". Definitions of seniority in the applicable CBA's will continue to govern seniority issues for all other purposes.
6. Employees identified for layoff will be listed in order of seniority without regard to job title or classification. Employees then will be allowed to exercise their rights under Article IV in the order of seniority (with the most senior employee acting first) as defined in this email.
7. An employee first will be allowed to claim vacancies for positions in any classification for which the employee is qualified based on ability and fitness, and as set forth in the job description for the position.
8. If no vacancy exists, then the employee will be allowed to "bump" employees in probationary positions.
9. If the foregoing steps in (7) and (8) do not result in the placement of the employee, he or she will be allowed to "bump" system-wide beginning with his or her current classification. Only if the employee cannot "bump" within his or her classification, will the employee be allowed to "bump" down in pay grades sequentially.
10. For any employee "bumping down", he or she will be allowed to review and bump a less senior employee in the next pay grade down, provided the employee is qualified for the position.
11. If there is an available position in the next pay grade down from the employee exercising rights, he or she must either accept the position or accept layoff.
12. If there are no "bumping" opportunities in the next lower pay grade down for the employee identified for layoff, the employee then will continue to the following lower pay grades, sequentially, until a placement opportunity arises. If there is an available position in the next lower pay grade down from the employee exercising rights, he or she must either accept the position or accept layoff. No employee may forego a "bumping" opportunity to take a position in a lower pay grade. The bumping process for any employee will end when the first position is available for

which the employee is qualified. The employee must accept that position or accept layoff.

13. Employees must qualify themselves for placement into a position at the time of layoff. This means they must bring supporting documentation acceptable to management, certifications and/or proof of education and training to verify their qualification for a new position if they exercise rights to claim a vacancy, or bump a probationary or less-senior regular employee.
14. All employees affected by the layoff must be present at the meetings. SEIU Local 73 is authorized to and must make a selection on behalf of any absent employee or any employee who otherwise is unable to attend the meeting.

Section 4.5 Promotion and Assignment: Non-ACHN:

Vacant positions shall be posted concurrently on all posted boards in the Bureau of Health for a period of fourteen (14) days. Preferential consideration shall be given in accordance with Section 4.3 of this Article to employees in the bargaining unit in an equal or lower pay grade or classification from within the department/division, then within the Hub Facility and Region, then other Hub Facilities/ACHN and finally the Bureau of Health, before new employees are hired for the vacancy.

Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. Disciplinary action within the preceding twelve (12) months will not disqualify another qualified employee from being interviewed for a promotion. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given thirty (30) days after the application process closes. Grant positions will be posted the same as all other positions

Section 4.6 Promotion and Assignment: ACHN:

Vacant positions shall be posted concurrently on all posted boards in the Bureau of Health for a period of fourteen (14) days. Preferential consideration shall be given in accordance with Section 4.3 of this Article to employees in the bargaining unit in an equal or lower pay grades or classifications from within the clinic, then the HUB facility and region, then other HUB facilities/ACHN, and finally the Bureau of Health, before new employees are hired for the vacancy.

Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given

whenever reasonably possible to senior employees desiring specific job assignments. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given thirty (30) days after the application process closes. Grant positions will be posted the same as all other positions.

Section 4.7 Floating to ACHN Clinics:

Employees normally assigned to a HUB Hospital may be utilized to cover unanticipated staffing shortages in the ACHN Clinics. Such staffing will be accomplished in the following order:

1. Volunteers will first be solicited.
2. If no one volunteers, employees will be floated on a rotating basis starting with the least senior.
3. Staffing will occur only within the region of the HUB Hospital.
4. Any travel required of an employee will be reimbursed in accordance with the Cook County Travel and Transportation Expenses Reimbursement Policy.
5. Subject to the County's rights set forth in the subcontracting provisions of this agreement, offsite Clinics established by the County shall have bargaining unit members doing established bargaining unit work.

Section 4.8 Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit may be returned by the Hospital to the former job or status within a reasonable period, but not to exceed thirty (30) calendar days, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted, transferred or recalled. During such thirty (30) calendar days, an employee shall retain seniority in the job classification from which promoted, transferred or recalled, and only thereafter shall seniority be transferred to the new job classification. An employee who has accepted another job within the represented unit may ask to return to the former job within seven (7) calendar days after commencing work on the new job without loss of seniority in the old job.

Section 4.9 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 unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which promoted or transferred out of the unit; provided that such an employee may retain and exercise such rights under this Section on only one (1) occasion.

Section 4.10 Seniority List:

The County will furnish the Union a list showing the name, social security number, address, Business Unit/department, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall allow the Union to post a list that contains the name and last date of hire for each employee in a mutually agreed upon location within the department. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. At any time an employee may

challenge any error in his/her relative position on the list or seniority date as it appears on the list. A simple challenge form will be provided by the County. Challenges will be resolved and corrections made as soon as possible.

Section 4.11 Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) Absence from work because of 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 notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address on file with the Personnel Office where the employee works; or
- (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 4.12 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.13 Discipline:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure. The Union and the County agree that discipline should be timely, progressive and

accompanied by counseling. It is understood that all discipline below suspension shall be discarded after one (1) calendar year if the employee has no additional discipline for the same or similar offense. Suspensions will be discarded from an employee's personnel file forty-eight (48) months from the date the suspension was issued, provided the employee has not received discipline for the same or similar offense during that forty-eight (48) month period.

Once discipline is removed, it will not be considered in determining future disciplinary actions; provided, however, that neither the employee nor the Union will claim in any subsequent arbitration that the employee had a "clean" or "unblemished" record. In the event the Union or the employee makes such a claim or claims the County will be free to use any discipline issued to the employee regardless of the provisions of this Section.

If the County has reason to discipline an employee it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

A pre-disciplinary meeting for suspensions and discharges shall be held. The County shall notify the Union and the employee of a pre-disciplinary meeting and set forth a brief statement of the facts surrounding the incident including dates if known and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting, the employee and/or the Union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled in a timely manner. In the event the Union's representative or designee does not respond to scheduling of such hearing, the employee may be disciplined accordingly.

An employee's disciplinary record in accordance with the provisions of Article IV, Section 4.13 of the Healthcare Professionals, Technicians, Technologist, Oak Forest Hospital and Article XIV, Section 14.1 of the Stroger/Cermak Agreements shall not be used to determine whether or not they are promoted or laterally transferred.

Section 4.14 Temporary Employees:

Temporary jobs and temporary employees shall not exceed ninety (90) calendar days of employment, except summer replacement, employees whose jobs and employment shall not exceed one hundred twenty (120) calendar days. If a temporary employee becomes a permanent employee by virtue of being retained for a period exceeding ninety (90) calendar days or one hundred twenty (120) calendar days, as herein above referred to, the position occupied shall then be posted and filled pursuant to Article IV, Sections 4.3 and 4.5, of this Agreement. A temporary employee will be given a permanent seniority date of the date originally hired if retained past the aforesated period, and that date shall be used when the employee bids for his/her present position or any other posted position. The employee may temporarily remain in the existing position until it is filled through the posting and bidding procedures. If the employee fails to retain the position or obtain any other position through the bidding procedures, the employee shall be placed on layoff pursuant to Article IV, Section 4.4, of this Agreement; however, if laid off, the employee will not be recalled to any job until it has been posted and bid upon by active employees. The provisions of Article IV, Section 4.9(e), will apply to termination of employment in event of no recall. Permanent employees shall have preference in scheduling assignments.

ARTICLE V
Rates of Pay

Section 5.1 Job Classifications/Rates of Pay:

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

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period on or after January 1, 2011	2.25%
Effective with the first full pay period on or after June 1, 2012	3.75%

Section 5.2 New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect, after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will promote the employee if possible, or include this reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.
- C. Working Out of Classification: If the County agrees to specific compensation with any other Union to be paid when employees are performing essentially all of the functions of a supervisory or managerial position, the County will agree to the same level of compensation under the same circumstances with Local 73.

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. Promotion:
An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that:

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

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

B. Reclassifications:

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

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

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

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

C. Demotions:

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

1. An employee performing the duties of a job continuously since the beginning of Fiscal Year 1960, and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade after the beginning of Fiscal Year 1960 and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

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

Section 5.4 Shift/Weekend Differential:

All employees will be paid a premium of sixty-five cents (65¢) per hour for all time worked between the hours of 3:00 p.m. and 7:00 a.m. effective May 1, 1994. In all cases, shifts will not be changed to avoid the payment of shift differential.

Effective the first full pay period after December 1, 2002, employees in the following job classifications working on a weekend will be paid a premium of fifty cents (50¢) per hour for all weekend work. Certified Nursing Assistant, Attendant Patient Care. A weekend is defined as beginning at 12:01 a.m. Saturday.

Section 5.5 Part-Time Employees:

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

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

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

ARTICLE VI
Holidays

Section 6.1 Regular Holidays:

The following are regular holidays:

New Year's Day
Lincoln's Birthday
Independence Day
Columbus Day
Thanksgiving Day

Martin Luther King's Birthday
President's Day
Memorial Day
Labor Day
Veteran's Day
Christmas Day

Section 6.2 Eligibility:

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

- a. The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, (not the compensating day off), unless the employee has a reasonable explanation for failing to report.

- b. The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3 Working Holidays:

Because the Hospital operates every day of the year and it is not possible for all employees to be off duty on the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 6.1 of this Article. Any employee who works on a holiday shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay, including shift premium, if applicable, at the same hourly rate.

Section 6.4 Holidays in Vacations:

If a holiday falls within an employee's vacation, the employee will also be allowed a compensating day off.

Section 6.5 Failure to Report:

An employee scheduled to work on a holiday, but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report. If an employee is ill on a scheduled holiday, absence from work will be considered holiday time and not sick time.

Section 6.6 Holiday Pay: Employees eligible for holiday pay shall be paid eight (8) hours pay including shift premium, if applicable, at their hourly rate. Part-time employees regularly working twenty (20) or more hours per week shall receive holiday pay, including shift premium, on a pro rata basis.

Section 6.7 Floating Holiday:

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.5. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. A two (2) week notification will be required. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay pursuant to Section 6.6.

**ARTICLE VII
Vacations**

Section 7.1 Eligibility:

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

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

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

Section 7.2 Eligibility Year:

An employee's vacation eligibility year shall be the twelve (12) month period immediately preceding the anniversary of his/her most recent date of hire. An employee must take the vacation to which entitled as of his/her most recent anniversary date during the twelve (12) month period following the anniversary date. Vacations may not be carried over beyond such period, and an employee will not be compensated for vacation time not taken. Employees with more than twelve (12) months of service will be permitted to take accrued time off as it is earned.

Section 7.3 Vacation Accrual:

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

Section 7.4 Vacation Pay:

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

Section 7.5 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees, and seniority will control in conflicts in scheduling vacation periods. However, to insure the orderly operation of the Hospital and in the interest of patient care, the right to limit the number of employees who will be permitted to be on vacation at any one (1) time is reserved to the County. On February 1 of each year, the County will notify the employees of their accrued vacation as of the previous January 1. On February 1 and August 1 of each year, the County also will post a schedule in each department or unit indicating the number of employees who will be permitted to be on vacation at any one (1) time in any one (1) department or unit during the six (6) month periods commencing respectively on April 1 and October 1. By March 1 and September 1, respectively, employees shall indicate their preferred vacation periods, with second and third choices. The County thereafter will schedule vacations based on the employee's seniority as defined herein, and bargaining unit staffing requirements; and a schedule thereof will be posted no later than ten (10) days prior to April 1 and October 1, respectively. When two (2) weeks notice is given,

employees thereafter may exchange or change vacation periods when time is available on the posted schedule. An employee may request to begin and end a vacation on any day of the week and management, as a matter of routine shall not arbitrarily deny this request. Emergency vacation requests for employees will continue to be granted whenever possible. It is understood that while requests for emergency vacation cannot be automatically granted in every instance, such requests should not be automatically denied as a matter of routine Hospital function. Other vacation requests will be granted, consistent with the number of employees who will be permitted to be on vacation at any one time. The County may change an employee's scheduled vacation when emergencies occur, after due consideration for inconvenience and cost to the employee. Emergency vacation time is not to be denied solely in order to place the employee in "O" status as a punitive measure.

Section 7.6 Accrued Benefits at Separation:

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

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance; Employee Contributions:

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with, Local 73. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County will negotiate with the Union before any proposed changes in benefits or premium payments are implemented.

Cook County will reimburse for the cost of health insurance coverage paid by employees who convert following their termination subsequently reinstated pursuant to the grievance procedure.

Section 8.2 Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days: Employees may accumulate and carry over to the next fiscal year a maximum of one seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or

during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness or injury (other than an occupational illness or injury), or illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time. The County shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof for no more than five consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. 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 his/her 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 his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement, and all employees of the County are required to become

members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 8.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan 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, at no cost to them, 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 December 1st of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program.

Section 8.12 Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person and may have union representation at such proceedings. This Section should not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

ARTICLE IX
Additional Benefits

Section 9.1 Bereavement Pay:

In the event of death in the immediate family or household, an employee who has completed the probationary period will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step-children and foster children), brothers, sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days pay. The three (3) days of bereavement leave shall not include the employee's scheduled days off.

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.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the 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 a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

For purposes of this Section, "household" is defined as persons living in the household for at least one (1) year prior to date of death, with appropriate documentation.

Section 9.2 Jury Make-Up Pay:

In the event an employee is summoned for jury duty, which includes required reporting for jury when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service. The employee shall notify his/her supervisor promptly upon receipt of the jury summons.

Section 9.3 Election Day:

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

Section 9.4 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.

ARTICLE X

Leaves of Absence

Section 10.1 Regular Leave:

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

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

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

Section 10.2 Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves, or any extensions thereof, shall be handled in the manner specified in Section 10.1 of this Article, and shall not be denied for periods of bona fide disability.

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 10.3 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 10.1 or 10.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 10.4 Retention of Benefits:

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

Section 10.5 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such employees shall have the same returning rights as a regular leave of absence. Employees duly elected as delegates of the Union will be allowed time off without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.4 of this Article.

Section 10.6 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 10.7 Maternity Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the department head.

The following rules shall apply:

1. An employee who will require a maternity leave shall inform her supervisor in writing of her request no later than three (3) months prior to her expected date of delivery and shall present a signed statement by her physician stating the expected date of delivery.

2. A pregnant employee may continue in her assignment as long as her attendant physician deems her to be able to perform her normal work routines. Her physician shall specify in writing the latest date maternity leave shall commence.
3. An employee who has been absent due to maternity leave shall be eligible for reinstatement as soon as her physician deems her to be able to assume her regular duties. The employee shall report to work with a written statement from her physician advising that the employee is physically capable of returning to her duties.
4. Upon return from maternity leave the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave.

Section 10.8 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

Section 10.9 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

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

Section 11.2 Definition:

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at steps 3 and 4 to the County's Director of Human Resources or his/her designee.

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 1 to 3 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 Collective Bargaining Agreement and the Union representative shall have the right to be present at such resolution. Where a pre-disciplinary meeting has been held or when a grievance relates to all or a substantial

number of employees or to the Union's own interests or rights with the County the grievance may be initiated at Step 3 by a Union representative.

Section 11.4 Grievance Procedure Steps:

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

<u>Step</u>	<u>Submission Time Limited This Step</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Dept/Division Head or designee	10 days	5 days
2	7 days	Chief Operating Officer/ Designee	10 days	10 days
3	10 days	Chief, Bureau of Human Resources/Hearing Officer (with a copy to the affiliate HR Director)	30 days	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party Arbitration		

Step 3 shall consist of a meeting that is held at least once every thirty (30) days on a pre-scheduled basis. The parties shall consult with each other at least ten (10) days in advance as to which grievances will be discussed. If the volume of grievances requires additional meetings, additional dates will be agreed upon. The parties can agree upon additional meetings to continue resolution discussions as to specific grievances.

Section 11.5 Time Limits:

Initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at step 4. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Priority shall be given to grievances in the following order:

1. Discharges
2. Suspensions
3. Other Issues

Time limits shall be strictly enforced for all Discharges, with every effort made to provide answers earlier than the specified time limits, if possible. Neither the Union nor the County shall waiver from the established time limits unless by mutual agreement. This does not preclude timely answers for all other types of grievances.

Section 11.6 Stewards:

Stewards shall be allowed to attend authorized meetings with Union representatives during normal hours without loss of pay. Such meetings shall be limited to a maximum of four (4) per year per steward.

The Union will advise the County in writing of the names of the stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

Section 11.7 Union Representatives:

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

The County will grant the Union an opportunity during orientation of new employees to present benefits of Union membership, at which time the Union may give such employees a copy of this agreement.

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The County proposes a permanent list of arbitrators to be mutually agreed upon. The 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 interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected 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 currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 11.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet it accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The County representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the County representative shall respond to the Union, in writing, within the time limits provided herein.

Section 11.10 Right to Union Representation:

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

Section 11.11 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.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

ARTICLE XII
Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line at the Hospital, or other curtailment, restriction or interference with any of the County's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 12.1 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 and instructing all employees to cease such action and return to work immediately;
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

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

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

ARTICLE XIII
Miscellaneous

Section 13.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Applicants are to be recruited, selected, and hired without discrimination because of race, color, religion, national origin, political belief, sex, age, disability, or marital status.

Section 13.2 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. A safety committee shall be formed at the Hospital, and two (2) employees from the represented unit mutually agreed upon by the Hospital and the Union shall serve thereon.

Section 13.3 Doctor's Statement:

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

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

Section 13.4 Voluntary Workers:

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

Section 13.5 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Hospital property other than herein provided.

Section 13.6 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 13.7 Uniforms:

The County and the Union shall discuss the color, style, availability and other problems relating to uniforms required to be worn by employees and not furnished by the County.

Section 13.8 Representation at Security Investigations:

Employees detained by Hospital Security shall be entitled to Union representation. Before interviewing an employee, Security shall notify the Union to be present at the interview.

Section 13.9 Training in New Techniques:

It is understood by the parties to this Agreement that employees need to be trained in new methods, procedures and techniques as needs arise. Seniority will be the primary consideration in these matters.

When authorized representatives of the Employer determine training is necessary, the Employer will provide and pay for such training to current employees to teach new or different skills pertaining to the employee's job requirements. Time spent by employees in such training will be compensated as hours worked. It cannot be guaranteed that such training will be provided on hospital premises. Employees must successfully complete such training in order to remain qualified for their classification. When training is determined to be necessary, the Employer will notify the Union of such training and its effective date. If necessary, the parties will meet to discuss the implementation of such training.

Section 13.10 Credit Union:

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

Section 13.11 Personnel Files:

Upon written request to the Department of Personnel, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. The official personnel file is the file within the Department of Personnel.

Section 13.12 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 (or equivalent) who will investigate the complaint and advise the employee and the Union of any action taken which has been deemed necessary and appropriate under the circumstances.

Section 13.13 Supplies:

Employees are to bring concerns over the quality or lack of necessary supplies and equipment to the attention of their supervisor. If the supervisor is unable to take corrective action, the problem

will be promptly brought to the attention of a Divisional Director. Employees shall be kept informed of efforts to remedy any such problems. If such efforts have not resulted in corrective action, a meeting will be arranged at the Union's request with the Facility Administrator or Designee.

Section 13.14 Parking – JSH:

The Union is to be provided information regarding the allocation of parking spaces at JSH. Following receipt of the information, the Union is to be afforded an opportunity to meet with the person in charge of parking to review issues regarding allocation of parking.

Section 13.15 Distribution of Workloads:

It is the intention of the parties that workloads will be distributed equitably among the employees in the same job classification within a department or operating unit in consideration of patient care and operational needs. In the event an employee is not treated fairly the issue will be brought to the Hospital's attention or a grievance may be submitted.

The County and the Union agree that quality patient care and an appropriate working environment are important considerations and the County and the Union agree to discuss the Union's concerns regarding staffing levels and changes in working conditions.

Section 13.16 Job Quality:

Healthcare workers will not be expected to ignore the responsibilities of their profession.

Section 13.17 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 at least five (5) 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 13.18 Tuition Reimbursement:

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of twenty thousand dollars (\$20,000.00) for all SEIU Local 73 bargaining units. Employee requests for such funds shall be for reimbursement of the cost of courses offered through any certified educational institution including community colleges, continuing adult education, and other training and technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than four hundred (\$400.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

The parties shall meet within thirty (30) days of the date of this agreement to work out the details concerning the implementation of this educational benefit. It is understood that the educational benefits provided herein are intended to supplement already existing educational benefits.

Section 13.19 Job Advancement and Training:

The Human Resource Director or designee will direct bargaining unit employees having questions regarding job advancement, including questions regarding skills and training needed for specific jobs and the availability of training inside and outside the Hospital, to the appropriate hospital official.

**ARTICLE XIV
Duration**

Section 14.1 Term:

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

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

Section 14.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 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 18th day of June, 2014.

COUNTY OF COOK:

By: Toni Preckwinkle
TONI PRECKWINKLE, President
Cook County Board of Commissioners

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS
JUN 18 2014
COM 143085

UNION: Service Employees International Union, Local No. 73, S.E.I.U., CTW/CLC

Christine Boardman
CHRISTINE BOARDMAN, President
Betty Boles

**APPENDIX A
Local 73 - OFH**

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
0235	DA	Food Service Cashier
1225		Sales Clerk
1890	DB	Laboratory Aide
1251		Supply Clerk
1962	DC	Attendant Patient Care
1696		Certified Nursing Assistant
2133		Food Service Worker
2173		Laundry Worker
4776		Supply Clerk/Clerical Sterile
1694		Transporter
2071 / 1697	DE	Certified Nursing Assistant (ARNTE)
2408		Greenhouse Worker
1969		Operating Room Attendant
1900		Pathologist Assistant
1933		Physical Therapy Aide
1968 / 2000		Scheduler/Dispatcher
0909		Ward Clerk
1695		Transporter (ARNTE)
2130	DF	Groundskeeper
2148		Building Service Worker
1230		Supply Clerk Leadman
4777		Supply Clerk/Warehouse Store Room 21
0909		Ward Clerk (2008 Upgrade)
2018	DJ	Barber
2017		Beautician
2125	DK	Cook

Effective January 1, 2011

**SCHEDULE IX
BUREAU OF HUMAN RESOURCES
SERVICE EMPLOYEES - OFH: SEIU LOCAL 73 HEALTH ONLY**

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE</u>	
DA	Hourly Bi-Weekly Annual	13.665 1,093.20 28,423	13.779 1,102.32 28,660	13.874 1,109.92 28,858	14.155 1,132.40 29,442	14.452 1,156.16 30,060	14.668 1,173.44 30,509	14.998 1,199.84 31,196	15.335 1,226.80 31,897	16.031 1,282.48 33,344
DB	Hourly Bi-Weekly Annual	13.874 1,109.92 28,858	14.084 1,126.72 29,295	14.155 1,132.40 29,442	14.452 1,156.16 30,060	14.668 1,173.44 30,509	15.100 1,208.00 31,408	15.440 1,235.20 32,115	15.787 1,262.96 32,837	16.503 1,320.24 34,326
DC	Hourly Bi-Weekly Annual	14.155 1,132.40 29,442	14.296 1,143.68 29,736	14.452 1,156.16 30,060	14.668 1,173.44 30,509	14.972 1,197.76 31,142	15.360 1,228.80 31,949	15.706 1,256.48 32,668	16.059 1,284.72 33,403	16.788 1,343.04 34,919
DE	Hourly Bi-Weekly Annual	14.847 1,187.76 30,882	14.972 1,197.76 31,142	15.100 1,208.00 31,408	15.360 1,228.80 31,949	15.651 1,252.08 32,554	16.048 1,283.84 33,380	16.409 1,312.72 34,131	16.778 1,342.24 34,898	17.539 1,403.12 36,481
DF	Hourly Bi-Weekly Annual	15.100 1,208.00 31,408	15.251 1,220.08 31,722	15.360 1,228.80 31,949	15.651 1,252.08 32,554	15.879 1,270.32 33,028	16.266 1,301.28 33,833	16.632 1,330.56 34,595	17.006 1,360.48 35,372	17.777 1,422.16 36,976
DH	Hourly Bi-Weekly Annual	16.143 1,291.44 33,577	16.266 1,301.28 33,833	16.406 1,312.48 34,124	16.680 1,334.40 34,694	16.959 1,356.72 35,275	17.342 1,387.36 36,071	17.732 1,418.56 36,883	18.131 1,450.48 37,712	18.954 1,516.32 39,424
DJ	Hourly Bi-Weekly Annual	16.613 1,329.04 34,555	16.733 1,338.64 34,805	16.874 1,349.92 35,098	17.150 1,372.00 35,672	17.423 1,393.84 36,240	17.809 1,424.72 37,043	18.210 1,456.80 37,877	18.620 1,489.60 38,730	19.463 1,557.04 40,483

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE</u>
DK Hourly	17,221	17,342	17,477	17,743	18,046	18,391	18,805	19,228	20,100
Bi-Weekly	1,377.67	1,387.33	1,398.13	1,419.47	1,443.69	1,471.26	1,504.38	1,538.25	1,608.02
Annual	35,819	36,071	36,351	36,906	37,536	38,253	39,114	39,994	41,809

Effective June 1, 2012

**SCHEDULE IX
BUREAU OF HUMAN RESOURCES
SERVICE EMPLOYEES - OFH: SEIU LOCAL 73 HEALTH ONLY**

<u>GRADE</u>	ENTRY RATE	AFTER 3 MONTHS	AFTER 1ST YEAR	AFTER 2ND YEAR	AFTER 3RD YEAR	AFTER 4TH YEAR	AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE	AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE	AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE	
DA	Hourly Bi-Weekly Annual	14,177 1,134.16 29,488	14,296 1,143.68 29,736	14,394 1,151.52 29,940	14,686 1,174.88 30,547	14,994 1,199.52 31,188	15,218 1,217.44 31,653	15,560 1,244.80 32,365	15,910 1,272.80 33,093	16,632 1,330.56 34,595
DB	Hourly Bi-Weekly Annual	14,394 1,151.52 29,940	14,612 1,168.96 30,393	14,686 1,174.88 30,547	14,994 1,199.52 31,188	15,218 1,217.44 31,653	15,666 1,253.28 32,585	16,019 1,281.52 33,320	16,379 1,310.32 34,068	17,122 1,369.76 35,614
DC	Hourly Bi-Weekly Annual	14,686 1,174.88 30,547	14,832 1,186.56 30,851	14,994 1,199.52 31,188	15,218 1,217.44 31,653	15,533 1,242.64 32,309	15,936 1,274.88 33,147	16,295 1,303.60 33,894	16,661 1,332.88 34,655	17,418 1,393.44 36,229
DE	Hourly Bi-Weekly Annual	15,404 1,232.32 32,040	15,533 1,242.64 32,309	15,666 1,253.28 32,585	15,936 1,274.88 33,147	16,238 1,299.04 33,775	16,650 1,332.00 34,632	17,024 1,361.92 35,410	17,407 1,392.56 36,207	18,197 1,455.76 37,850
DF	Hourly Bi-Weekly Annual	15,666 1,253.28 32,585	15,823 1,265.84 32,912	15,936 1,274.88 33,147	16,238 1,299.04 33,775	16,474 1,317.92 34,266	16,876 1,350.08 35,102	17,256 1,380.48 35,892	17,644 1,411.52 36,700	18,444 1,475.52 38,364
DH	Hourly Bi-Weekly Annual	16,748 1,339.84 34,836	16,876 1,350.08 35,102	17,021 1,361.68 35,404	17,306 1,384.48 35,996	17,595 1,407.60 36,598	17,992 1,439.36 37,423	18,397 1,471.76 38,266	18,811 1,504.88 39,127	19,665 1,573.20 40,903
DJ	Hourly Bi-Weekly Annual	17,236 1,378.88 35,851	17,360 1,388.80 36,109	17,507 1,400.56 36,415	17,793 1,423.44 37,009	18,076 1,446.08 37,598	18,477 1,478.16 38,432	18,893 1,511.44 39,297	19,318 1,545.44 40,181	20,193 1,615.44 42,001

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 1 YR AT MAXIMUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 20 YRS. OF SERVICE</u>
DK Hourly	17.867	17,992	18,132	18,408	18,723	19,081	19,510	19,949	20,854
Bi-Weekly	1,429.34	1,439.38	1,450.59	1,472.67	1,497.82	1,526.46	1,560.82	1,595.93	1,668.30
Annual	37,163	37,424	37,715	38,289	38,943	39,688	40,581	41,494	43,376

Effective November 30, 2012

SCHEDULE IX
BUREAU OF HUMAN RESOURCES
SERVICE EMPLOYEES - OFH: SEIU LOCAL 73 HEALTH ONLY

<u>GRADE</u>	<u>ENTRY RATE</u>	<u>AFTER 3 MONTHS</u>	<u>AFTER 1ST YEAR</u>	<u>AFTER 2ND YEAR</u>	<u>AFTER 3RD YEAR</u>	<u>AFTER 4TH YEAR</u>	<u>AFTER 10 YRS. OF SERVICE</u>	<u>AFTER 12 YRS. OF SERVICE</u>	<u>AFTER 15 YRS. OF SERVICE</u>	<u>AFTER 20 YRS. OF SERVICE</u>	
											<u>AT MAXIMUM RATE</u>
DA	Hourly	14,177	14,296	14,394	14,686	14,994	15,218	15,560	15,716	15,910	16,632
	Bi-Weekly	1,134.16	1,143.68	1,151.52	1,174.88	1,199.52	1,217.44	1,244.80	1,257.28	1,272.80	1,330.56
	Annual	29,488	29,736	29,940	30,547	31,188	31,653	32,365	32,689	33,093	34,595
DB	Hourly	14,394	14,612	14,686	14,994	15,218	15,666	16,019	16,179	16,379	17,122
	Bi-Weekly	1,151.52	1,168.96	1,174.88	1,199.52	1,217.44	1,253.28	1,281.52	1,294.32	1,310.32	1,369.76
	Annual	29,940	30,393	30,547	31,188	31,653	32,585	33,320	33,652	34,068	35,614
DC	Hourly	14,686	14,832	14,994	15,218	15,533	15,936	16,295	16,458	16,661	17,418
	Bi-Weekly	1,174.88	1,186.56	1,199.52	1,217.44	1,242.64	1,274.88	1,303.60	1,316.64	1,332.88	1,393.44
	Annual	30,547	30,851	31,188	31,653	32,309	33,147	33,894	34,233	34,655	36,229
DE	Hourly	15,404	15,533	15,666	15,936	16,238	16,650	17,024	17,194	17,407	18,197
	Bi-Weekly	1,232.32	1,242.64	1,253.28	1,274.88	1,299.04	1,332.00	1,361.92	1,375.52	1,392.56	1,455.76
	Annual	32,040	32,309	32,585	33,147	33,775	34,632	35,410	35,764	36,207	37,850
DF	Hourly	15,666	15,823	15,936	16,238	16,474	16,876	17,256	17,429	17,644	18,444
	Bi-Weekly	1,253.28	1,265.84	1,274.88	1,299.04	1,317.92	1,350.08	1,380.48	1,394.32	1,411.52	1,475.52
	Annual	32,585	32,912	33,147	33,775	34,266	35,102	35,892	36,252	36,700	38,364
DH	Hourly	16,748	16,876	17,021	17,306	17,595	17,992	18,397	18,581	18,811	19,665
	Bi-Weekly	1,339.84	1,350.08	1,361.68	1,384.48	1,407.60	1,439.36	1,471.76	1,486.48	1,504.88	1,573.20
	Annual	34,836	35,102	35,404	35,996	36,598	37,423	38,266	38,648	39,127	40,903
DJ	Hourly	17,236	17,360	17,507	17,793	18,076	18,477	18,893	19,082	19,318	20,193
	Bi-Weekly	1,378.88	1,388.80	1,400.56	1,423.44	1,446.08	1,478.16	1,511.44	1,526.56	1,545.44	1,615.44
	Annual	35,851	36,109	36,415	37,009	37,598	38,432	39,297	39,691	40,181	42,001
DK	Hourly	17,867	17,992	18,132	18,408	18,723	19,081	19,510	19,705	19,949	20,854
	Bi-Weekly	1,429.34	1,439.38	1,450.59	1,472.67	1,497.82	1,526.46	1,560.82	1,576.40	1,595.93	1,668.30
	Annual	37,163	37,424	37,715	38,289	38,943	39,688	40,581	40,986	41,494	43,376

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible * Family Deductible * Ind. Out of Pocket Max * Fam. Out of Pocket Max* Lifetime Maximum * Annual Basis	None None None None Unlimited		\$0 / \$200 \$0 / \$400 \$1,000 ** / \$3,000 ** \$2,000 ** / \$6,000 ** Unlimited / \$1,000,000	\$125 / \$250 \$250 / \$500 \$1,500 ** / \$3,000 ** \$3,000 ** / \$6,000 ** Unlimited / \$1,000,000 ** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)

BENEFIT OVERVIEW

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

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW

	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

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

BENEFIT OVERVIEW

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

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

**Employee Contributions
Effective June 1, 2008**

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

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

- PREVENTIVE CARE:** Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
- BASIC BENEFITS:** Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
- MAJOR SERVICES:** Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
- ORTHODONTICS:** Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
- DEDUCTIBLE:** None
- BENEFIT PERIOD MAXIMUM:** Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

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

