

ILLINOIS FOP LABOR COUNCIL

and

COOK COUNTY/ COOK COUNTY HEALTH & HOSPITAL SYSTEM Police Officers

December 1, 2017 – November 30, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

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COLLECTIVE BARGAINING AGREEMENT

Between

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL/LODGE #238**

representing

**COOK COUNTY HEALTH & HOSPITAL SERVICES POLICE OFFICERS (located at
John H. Stroger, Jr. Hospital)**

and

COUNTY OF COOK/ COOK COUNTY HEALTH & HOSPITAL SYSTEMS

December 1, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement, is made by and between Illinois Fraternal Order of Police Labor Council/Lodge #238, hereinafter referred to as the "Union," and the COUNTY OF COOK/JOHN H. STROGER, JR. HOPITAL, hereinafter referred to as the "County."

ARTICLE I Recognition

Section 1.1 Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all full-time employees of the John H. Stroger Jr. Hospital in the classification of Police Officer employed at the Cook County Health and Hospital Systems, and excluding all other employees as determined by the Labor Board, in accordance with the State of Illinois Local Labor Relations Board Case No. L-AC-15-017.

Section 1.2 Union Membership:

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

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

Section 1.3 Dues Checkoff:

- A. **Deductions:** The County agrees to deduct from the pay of those employees who individually sign a written authorization Union membership dues and initiation fee (if any) required as a condition of membership, or a fair share representation fee. The request shall be on the form attached as Appendix B.
- B. **Remittance:** The deductions shall be remitted to the union along with a list of employees and the amount deducted from each employee.
- C. Nothing in this Article shall require the County to deduct Union fines, penalties or special assessments from the salary of any employee.
- D. The County shall not be liable to the Union by reason of the requirements of this Article, for the remittance or payment of any sum other than that constituting

authorized deductions from union dues or fair share from the salaries of employees who authorize such deductions and fair share.

Section 1.4 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 1.5 Part-Time Employees:

The County reserves the right to hire part-time employees. In the event it decides to do so, the County will meet and negotiate with the Union regarding the effects of such hiring on the bargaining unit.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 County Rights:

For the purposes 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 the standards of patient care; to develop and use new methods, procedures and equipment; to train employees; 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 whenever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

Section 2.2 County Obligation:

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

Section 2.3 Union and County Meetings:

For the purpose of maintaining communications between labor and management, in order to cooperatively discuss and solve problems of mutual concern, the Union and the County agree to meet quarterly through designated representatives. The Union and County shall designate not more than five (5) representatives each to the Labor/Management Committee. The party requesting such meeting shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. A date and location for meeting will be mutually agreed to by the parties.

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 pay period for an employee shall consist of two (2) regular work weeks. The regular work day for an employee shall consist of eight (8) consecutive hours of work, including one (1) hour paid lunch period, or a paid forty-five (45) minute lunch and a fifteen (15) minute break, whichever is applicable, all within the twenty-four (24) hour period beginning at his/her starting time. Furthermore, the County does not object to flexible starting and ending work hours, as long as they are mutually agreeable to the employee and the Hospital and are consistent with the definition found in this Section.

Employees shall select shift and/or work hours by seniority for six (6) month periods.

The County agrees to post the employee's work schedule showing the shifts, work hours and work days including days off to which the employee is assigned. Employees shall be afforded at least seventy-two (72) hours notice of any change in the work schedule and the County shall not adjust the work schedule of any employee more than one (1) time per month, except in emergencies. Adjustments to an employee's work schedule shall be done in accordance with seniority.

Section 3.3 Overtime Pay:

An employee shall be paid one and one-half (1-1/2) times the average 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 work period. Employees shall not be laid off from their regularly scheduled hours of work to avoid payment of overtime. The County will continue its pattern of not ordinarily scheduling more than six (6) consecutive work days without consecutive days off. In determining whether an employee is entitled to overtime pay, hours in which the employee is in pay status because of benefit (PTO) time (including sick pay and FMLA

time) shall not count toward the applicable threshold of hours worked, nor shall time spent on an approved leave of absence, whether paid or unpaid, count toward the applicable threshold.

Section 3.4 No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision. The number of hours for which an employee is paid, but which are not worked on a regular holiday, as defined in this Agreement, shall be considered as hours worked for the purpose of computing overtime.

Section 3.5 Overtime Work:

When the occasion for overtime assignment arises as a result of a replacement of a bargaining unit member it shall be distributed in the following manner:

When the County has sixteen (16) hours or less notice, it shall be offered to the full-time bargaining unit members who are working at the time such notice becomes available on the basis of seniority, with overtime being offered by seniority on a rotating basis beginning with the most senior employee. An employee who declines the overtime shall be counted as having worked the overtime and will be placed at the bottom of the overtime rotation list. An employee who works the overtime will be placed on the bottom of the overtime rotation list. The next most senior employee will then be at the top of the overtime rotation list.

When the County has over sixteen (16) hours notice, the overtime shall be offered to the full-time bargaining unit members on the basis of departmental seniority rotation.

Employees will be expected to perform any reasonable amounts of overtime work assigned to them but in no case will an employee be required to work more than sixteen (16) consecutive hours (eight (8) hours of straight time and eight (8) hours of overtime), except in an emergency situation. The County shall maintain overtime records which records shall be made available for inspection by the Union.

Section 3.6 Call Back:

The term "call back" is defined as an official assignment of work which does not immediately precede or follow an officer's regularly scheduled working hours. Employees reporting back to work under the definitions of "call back" shall be compensated at a minimum of three (3) hours at the appropriate overtime rate or for the actual hours worked, whichever is greater. No call back shall be compensated unless such call back has been approved by a supervisor.

Section 3.7 Court Time:

Employees required to attend court or submit evidence to the lab on their off duty time shall be compensated at the overtime rate with a minimum of three (3) hours or actual hours worked, whichever is greater.

Section 3.8 Assignments:

Post assignments and overtime selection shall follow the following procedure when assigning posts and filling vacancies:

1. Shift post assignments shall be rotated on a daily basis among the officers normally scheduled and assigned to the shift.
2. Shift post assignments, other than special assignments, shall be filled in order of most critical to least critical.
3. Any remaining post(s) left vacant shall be filled by volunteer overtime by seniority rotation.
 - (a) Officers on overtime shall not be assigned, if possible to the same post more than once when working multiple overtime assignments.
 - (b) An officer staying over on overtime from his/her regular shift shall be given the least critical assignment that is being filled during the overtime hours, notwithstanding the language of Section 8(1) of this Article.
4. Any vacancies created after the above process (sick calls, emergencies, etc.) shall be filled by the officer normally scheduled to work or an officer who is volunteering to work overtime on their day off.

Section 3.9 Payback Structure:

The parties agree that if at any time any member of this Collective Bargaining Agreement is overcompensated for any reason, the member shall be entitled to structure a payment plan in writing with the Employer, to payback what owed compensation. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

ARTICLE IV Seniority

Section 4.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one year. 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:

After the date of this Agreement, for purposes of the Article, seniority is defined as an employee's length of most recent continuous employment with the Cook County Hospital Police Department since his/her last hiring date as a full-time employee. Provided, however, that the County-wide service date for benefit accrual will not be affected by this Section.

Section 4.3 Transfer:

In cases of transfer, the employees shall have first preference in order of their seniority, as hereinafter provided in Section 6, provided that the employee has the ability and fitness to perform the required work.

Section 4.4 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 Hospital; shall upon return to the represented unit be granted the seniority he/she would have had had the employee continued to work in the classification from which promoted or transferred out of the unit.

Section 4.5 Seniority List:

On December 1 and June 1 of each year, the County will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The County will furnish the Union monthly reports of any changes to such list.

Section 4.6 Application of Seniority:

Seniority shall govern in the selection of vacations or other time off selections, and overtime assignments subject to the specific provisions of this Agreement. Seniority shall be considered when making work and vehicle assignments.

Section 4.7 Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the Chief or his 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;
- (g) engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.8 Layoff/Recall:

In the event of a layoff, employees covered by this Agreement will be laid off in inverse order of seniority. All employees and the Union shall receive notice in writing of the layoffs at least fifteen (15) days in advance of the effective date of the layoff. The County agrees to meet with the Union, upon request, to afford the Union an opportunity to propose alternatives to the layoffs, though such meetings shall not be used to delay the layoff. Employees who have been identified for layoff will be offered any other vacancy under the jurisdiction of the employer. Where the Employer is obligated to fill vacancies outside the laid off employee's bargaining unit pursuant to applicable collective bargaining agreements, such positions shall not be considered vacancies for the purpose of this paragraph.

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the order of their seniority. Employees who are eligible for recall shall be given fifteen (15) days calendar notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Safety & Security (Chief of Police) or his designee of his intention to return to work within seven (7) days after receiving a notice of recall. If an employee fails to timely respond to the recall notice, his name shall be placed at the bottom of the recall list for the first failure, and shall be eliminated for any subsequent failure to respond, provided that the recall requests are over ninety (90) days apart.

ARTICLE V Rates of Pay

Section 5.1 Wages:

Employees shall receive their annual compensation in accordance with Appendix D retroactive to the dates indicated on all compensated hours.

Effective the first full pay period on or after June 1, 2018 the pay rates for all classifications shall be increased 0%

Effective the first full pay period on or after June 1, 2019 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after June 1, 2020 the pay rates for all classifications shall be increased 2.00%

No step increases in FY 2019: no change in employee's anniversary date: Step increases will resume in FY20

Effective upon ratification of this agreement by both parties all active employees will receive a lump sum payment of \$1200.00

Effective the first full pay period on or after December 1, 2018 of this agreement, an entry level step 10% below current first step will be created. The wage rates set forth in the salary schedules in Appendix D have been adjusted to reflect the creation of the new entry level step ten percent (10%) below the current first step.

Section 5.2 Shift Differential:

Employees will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 3 p.m. and 7 a.m. In addition, employees working a 12 midnight to 8 a.m. shift shall receive differential for the last hour worked as long as they remain incumbents of that shift.

Section 5.3 Specialties:

Employees assigned to or certified as any of the below listed specialties shall receive an additional two dollars (\$2.00) per hour for all hours worked in such specialty:

Certified Field Training Officer and Range Officer

CCHHS SHALL determine how many specialist positions are necessary. The Chief of Police shall have full authority and discretion in selecting specialty positions who meet the following pre-requisites:

- a. Minimum of five (5) years of experience as a Police Officer;
- b. No disciplinary action within one (1) calendar year; and

- c. No violations of CCHHS' attendance policy within one (1) calendar year.

ARTICLE VI Holidays

Section 6.1 Regular Holidays:

The following are regular holidays:

New Year's Day
Washington's Birthday
Martin Luther King's Birthday
Labor Day
Memorial Day
Fourth of July

Lincoln's Birthday
Veteran's Day
Christmas Day
Columbus Day
Thanksgiving Day
Floating Holiday

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year. The employee may request to use his/her floating holiday at any time during the fiscal year. Request shall not be unreasonably withheld or denied.

Section 6.2 Eligibility:

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

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

Section 6.3 Working Holidays:

Because the County operates every day of the year and it is not possible for all employees to be off duty the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 1. Any employee who works on a holiday shall receive one and one-half 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. It is understood that eight (8) hours of holiday time earned may be taken as compensatory time off by mutual agreement between the department and the employee. Such time should be used within 90 days of being earned.

Section 6.4 Holidays and Vacations:

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

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.

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.

ARTICLE VII Vacations

Section 7.1 Eligibility:

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

<u>Service</u>	<u>Vacation</u>
1-4	3 work weeks
5-9	4 work weeks
10 more years	5 work 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.

Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.

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 next twenty-four (24) 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:

Employees will accrue vacation in accordance with Section 7.1 on a monthly basis. In computing years of service for vacation leave, employees shall be credited with regular working time plus any time due to duty disability.

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 four (4) months prior to the time the vacation is taken. Employees so assigned to evening 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 between employees covered by this Agreement at the time of scheduling vacation periods; other than listed below:

On November 1 and May 1 of each year, the department will post a schedule on each unit or area showing the number of employees who will be permitted to be on vacation at any one time on the unit or area during the six (6) months beginning respectively on January 1 and July 1. By December 1 and June 1 respectively, employees will indicate their first, second and third choices. The department will schedule vacations based on seniority preference and notify employees in writing of their approved vacation time no later than ten (10) calendar days prior to January 1 and July 1 respectively. When two (2) weeks notice is given, vacation periods may be exchanged or changed by employees when time is available on the posted schedule.

Emergency requests will be granted whenever possible. Other written requests will be approved or denied in writing on a first come basis consistent with numbers of employees who will be permitted to be on vacation at one time; approval or denial will be submitted within fifteen (15) days after the request is made.

Section 7.6 Accrued Benefits at Separation:

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

Section 7.7 Prior Service Credit:

Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education, or other County Agency, shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by

reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

ARTICLE VIII Welfare Benefits

Section 8.1 Hospitalization Insurance: Employee Contributions

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C through fiscal year 2017.
- B. Employees who have elected to enroll in the County's PPO health benefits plan and the County's HMO health benefits plan shall contribute those amounts as set out in Appendix C. 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 the Union. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- C. The Cook County Health Benefits plan effective December 1, 2015 is listed in Appendix C of this Agreement..

All new employees shall be required to enroll in the County HMO or PPO 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. The County may institute or continue a cost containment program (such as second opinion on elective surgery, outpatient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Labor Council will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

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 hundred 100 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 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. This section will be implemented as soon as practical but no later than June 1, 1994.

Section 8.3 Life Insurance:

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

Section 8.4 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. Employees shall be entitled to retirement or disability benefits as provided by the fund in accordance with appropriate statutory requirements.

Section 8.5 Dental Plan:

The current dental plans paid by the County will be maintained through November 30, 2015. Thereafter, all employees shall be eligible to participate in the dental plans in accordance with those listed in the Cook County Health Benefit plans found in Appendix C. Effective 12/01/15 the employee's will have a choice of PPO dental or HMO dental listed in Appendix C at no cost to them.

Section 8.6 Vision Plan:

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

Section 8.7 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 8.8 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 8.9 Union and County Meetings Respecting 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.

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.

**ARTICLE IX
Additional Benefits**

Section 9.1 Bereavement Pay:

In the event of death in the immediate family or household, an employee 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 the 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.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral by presenting one of the following as proof of the Employer for the leave to be paid: Letter form the Funeral Home Director, Obituary, or a Certificate of Death. 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.

Section 9.2 Jury Make-Up Pay:

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

Section 9.3 Election Day:

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

Section 9.4 Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority. The Employer shall make available classes offered by "NEMRT" and classes shall be distributed on an equitable basis. Classes offered shall include cardiopulmonary resuscitation (CPR) training, active shooter training and De-Escalation training for all employees which shall be offered on an annual basis.

Employees who desire to take a course or courses of instruction not offered by a city or suburban junior college shall submit their request through the Union to the Chief of Human Resources of the County.

Such requests shall be paid out of available funds if the course(s) is related to the work the employee currently performs or to career advancement in the County.

Section 9.5 Educational Leave Time:

Employees who are covered by the terms of this Agreement and who are attending courses of continued education shall be afforded the opportunity to trade shifts, request permanent shifts or make other arrangements so that they may attend their educational courses, provided that the County will not experience any overtime costs or scheduling difficulties associated with efforts to assist the employee with the provisions of this Section. The County will not unreasonably deny such requests.

Section 9.6 Uniforms:

The Parties have agreed that the Uniform Allowance will be as follows during the term of this Agreement:

Effective December 1, 2018 - \$800

The County agrees to provide all newly hired employees with new uniforms and equipment to perform their job. Thereafter, the County shall pay annually to all employees, a clothing allowance of eight hundred dollars (\$800.00).

Payment shall be made in 2 equal installments on or before the first (1st) day of April and October of each year.

The County agrees to replace the clothing of any employee which is damaged as a result of the employee's duties. Such incident shall be documented to the employee's immediate supervisor. Prior to requiring any additional or different clothing, the County

shall negotiate with the Union concerning the economic impact of any such new clothing requirement.

The employer shall furnish and maintain according to manufacturer's standards a Level ballistic vest for all employees. Any employee who receives said vest shall be required to wear the vest. The Employer will continue to supply employees with firearms for use in their work, and will endeavor to obtain funds to replace older firearms with newer equipment as quickly as economically feasible.

Section 9.7 Travel Reimbursement:

Employees shall be reimbursed for official business-related expenses to the extent permitted by the County's Travel Reimbursement Policies, as may be amended.

**ARTICLE X
Leaves of Absence**

Section 10.1 Regular Leave:

An employee may apply for an unpaid leave of absence in accordance with the Civil Service Rules of the Civil Service Commission of Cook County.

Section 10.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. An employee returning from a leave of absence under 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, subject to applicable Federal or State laws.

Section 10.3 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for Family Medical Leave, maternity or paternity leave will be required to pay the cost of insurance benefits provided in Article 8 of this Agreement, in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the entity designated for the purpose by the Employer prior to departure on the leave. For 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 10.4 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. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County.

Section 10.5 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 extended in accordance with Cook County Policy on Military Leave.

Section 10.6 Family and Medical Leave Act of 1993:

Family medical leave shall be granted in accordance with the County's policy on the Family and Medical Leave Act of 1993.

Section 10.7 Sick Leave:

Effective the first day of the month following the completion of the first ninety (90) days of employment, 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 may accumulate and carry over to the next fiscal year a maximum of one hundred (100) days. Employees who have accumulated more than one hundred (100) sick days as of the ratification of this Agreement, shall not accrue any additional sick days until the accumulated total is under one hundred (100) sick 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 employees accumulated sick pay credit, an employee prevented from working because of an 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.

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 circumstances where the Facility has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence,

examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.

Employees 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 FMLA leave period 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 Agreement, 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.

Section 10.8 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 (5) 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 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 10.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall be required to use accumulated paid time off ("PTO"), including sick, vacation, compensatory, personal and floating holidays prior to going on any unpaid leave, including leave pursuant to the Family and Medical Leave Act ("FMLA").

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. Except where expressly incorporated into this Agreement, the provisions or requirements of any State or Federal law, statute or regulation shall not be enforceable through the Grievance Procedure, and the Arbitrator appointed pursuant to this Article shall have no authority to overturn or vacate any Employer action or decision on the basis that the action or decision, in the view of the Arbitrator, violates or is otherwise inconsistent with any State or Federal law, statute or regulation. The Union will send copies of grievances appealed or submitted at steps three and four 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 one to three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step 3 by a union representative. Upon written request by the employee or the Union, the Employer shall provide discovery information requested prior to Step 3 of the grievance procedure to enable a complete evaluation and determine the merits of the grievance.

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 Limit This Step Response (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director / Designee	5 days	10 days
3	10 days	Director, Human Resources/ Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

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

Section 11.6 Stewards:

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 in 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.

Section 11.8 Impartial Arbitration Procedure:

Only the Union may request arbitration under this Agreement. If the Union is not satisfied with the Step 3 answer to a grievance involving an alleged violation of the contract or discipline, it shall 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. If the parties are unable to agree upon an arbitrator within ten (10) working days after

the County receives the notice of referral, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to Submit a panel of five (5) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois, Indiana, Michigan, Wisconsin or Iowa. Each of the two parties will confer within seven (7) days of receipt of the request for grievance arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains. The remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Union and the County will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay.

The Arbitrator's decision shall be submitted in writing to the parties within thirty (30) days of the close of the hearing or the submission of post hearing briefs, whichever is later. All decisions of the Arbitrator shall be final and binding on the parties.

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.

Section 11.9 Training:

The County will train supervisors in the administration of its Disciplinary Action Policy and Procedure.

Section 11.10 Representation:

Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings.

Section 11.11 Pre-disciplinary Meeting:

There shall be a pre-disciplinary meeting for suspensions and discharges within (30) days from the date of incident, unless otherwise agreed to by the parties. The Employer shall notify the union and the employee of a pre-disciplinary meeting and the reason for same and identify any witnesses whose testimony will be relied upon. No pre-disciplinary hearing shall be held without the presence of the charged employee, unless the employee fails to appear after one (1) continuance or without mutual agreement for further continuances. During the pre-suspension 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.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

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

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the County in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action 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.

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 procedures 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.

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

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 Health and Safety:

Employees shall not be required to operate or utilize any County equipment that is unsafe, to include but not limited to vehicles, weapons or equipment, provided notification and approval has been obtained through the Supervisor.

The County will continue to make reasonable provisions for the health and safety of its employees during their hours of employment. The County also appreciates suggestions from employees concerning health and safety matters, and will meet periodically with the Union to discuss same.

in addition, the County shall provide a LEADS machine and allow certified operators access to it. Therefore, the LEADS machine shall be placed in a location accessible 24 hours a day and shall certify any employee so requesting.

Section 13.3 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 thirty (30) days in advance when such changes are contemplated and will negotiate the effects of such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act.

Section 13.4 Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee for approval and posting. Such approval shall not be unreasonably denied or withheld.

Section 13.5 Personnel Files:

Upon written request to the Hospital's Personnel Office, an employee, or his Union representative (with written authorization from the affected employee) may inspect his/her personnel file at any time mutually acceptable to the employee and County. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file. Disciplinary actions less than written reprimand shall be removed from the employee's personnel file after twelve (12) months upon written request of the Employee.

The Employer shall not release any personal information of any employee to the general public or news media (i.e. Photos, addresses, phone numbers, personal file contents, etc) without the express written permission of the employee.

Section 13.6 Meeting Rooms:

The County agrees to make available conference and meeting rooms for Union meetings upon notification by a Union representative, unless to do so would interfere with the operating needs of the County.

Section 13.7 Employee Discipline Rights:

The County shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to representation consistent with the Bill of Rights, 50 ILCS 725/1, et seq., and the Illinois Public Labor Relations Act. The Union and the County agree that discipline should be timely, progressive and accompanied by counseling where appropriate. Progressive discipline shall follow the below procedures. Employees are entitled to Union representation, if requested, when at any meeting called by the employees' supervisors or the County, the employee reasonably believes that discipline can result from the meeting. It is understood that employees are subject to the general orders, rules and regulations of the County.

The County agrees with the tenets of progressive and corrective discipline. Disciplinary action shall include the following:

- A. Verbal Reprimand (notice to be given in writing)
- B. Written Reprimand (notice to be given in writing)
- C. Suspension (notice to be given in writing)
- D. Discharge (notice to be given in writing)

However, major infractions may result in discipline beginning at any step up to an including discharge.

No employee shall be transferred or detailed for punitive reasons. Disciplinary action as set forth above may only be imposed upon an employee for just cause. Discipline shall be imposed as soon as possible after the County is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 13.8 Partial Invalidity:

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

Section 13.9 Employee Testing:

Where the County has just cause to conduct reasonable suspicion testing of an employee who is suspected of being under the influence of alcohol or illegal drugs during the course of the work day, the County shall have the right to require the employee to submit to alcohol or drug testing in accordance with NIDA standards.

In the order requiring the submission to testing, the County shall provide a summary of the facts giving rise to its conclusion of reasonable suspicion. Refusal to comply with the order to take the test may subject the employee to discipline, but taking the test shall not waive any objection or rights that the employee may have. The County shall not implement any other drug or alcohol testing policy without first negotiating such policy with the Union.

Section 13.10 Impasse Resolution:

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (Ch. 48, § 1614), or as may otherwise be mutually agreed.

Section 13.11 Employee Development and Training:

The County and the Union recognize the various concerns and issues that arise due to the large, diverse patient population and the work force. The County will endeavor to provide the in-house training to address the problems resulting from these factors and to help provide the employees with the skills necessary to enhance the performance of their tasks and duties.

Section 13.12 AVL/GPS/ Recording Devices:

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole

purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline. The use of the recording medium, GPS, and/or AVL shall be in compliance with all applicable laws. The recording medium, GPS and/or AVL shall not be used in a discriminatory or harassing manner.

Section 13.13 Residency Requirement:

The purpose of the residency requirement encourage each Cook County employee to maintain a personal commitment to his or her domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County.

Residency requirement for all Cook County employees: The County shall only employ persons who maintain their actual residence in the County throughout their employment. Wages, salary and employee benefits may only be paid to persons residing in the County. Any new employee shall have six (6) months from the date of hire to establish actual residency in Cook County.

Exemption: Grandfather clause. All County employees hired on or before December 1, 2018, are exempt from the provisions of the residency requirements of this section.

Section 13.14 CBA in Electronic Format:

The parties shall agree upon an electronic format for the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to make, distribute or pay for paper copies of the Agreement.

**ARTICLE XIV
Union and Local Lodge Rights**

Section 14.1 Activity During Working Hours:

Union stewards shall, after giving appropriate notice to the County, be allowed reasonable time off, with pay, during working hours to attend labor-management meetings, with the County if their attendance is necessary.

Section 14.2 Access to Worksites by Union Representatives:

The County agrees that a representative from the Union shall have reasonable access to the premises of the County, upon appropriate notice to the County, to observe conditions under which employees are working or to aid in the administration of this Agreement. The Director of Public Safety & Security (Chief of Police) will be advised in advance of any such visits. It is agreed that such visits shall in no way interfere with the normal work of employees covered by this Agreement.

Section 14.3 Attendance at Meetings:

The County agrees that the President, Vice President and Secretary/Treasurer of the local lodge shall be permitted reasonable time off with pay if scheduled to work, and unpaid if not scheduled to work, to attend general, executive and special meetings of

the local lodge, or Union, provided that at least 48 hours advance notice is given to the County, and that meetings shall be no longer than two (2) hours in duration and shall not exceed more than four (4) per calendar year. Subject to the approval of the employee's immediate supervisor, such approval shall not be unreasonably denied or withheld.

Section 14.4 Delegates:

Based on operational needs employee(s) chosen as delegates to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting shall be allowed use of available time off options to attend any such meetings or seminars, provided that meeting duration shall not exceed one (1) week and shall not occur more than one (1) time per calendar year. Bargaining unit members serving as delegates to the Union's annual meeting shall be given two (2) days off, with pay, to attend such annual meeting not to exceed three (3) delegates.

Section 14.5 Examination of Records:

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent in accordance with applicable law.

**ARTICLE XV
Duration**

Section 15.1 Term:

This Agreement shall become effective on December 1, 2017 and shall remain in effect through November 30, 2020. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than one hundred twenty (120) 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.

Section 15.2 Notice:

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

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

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

1. Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, IL 62704

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this _____ day of _____, 2016.

COUNTY OF COOK:

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

Attest: David D. Orr
David D. Orr.
Cook County Clerk

UNION: Illinois Fraternal Order of Police Labor Council/Lodge #238

By: Roy Carlson
Roy Carlson
Rodney A. Hunter
Rodney Hunter
Aaron Barnes
Aaron Barnes
Philip J. Meyer
Philip Meyer
Salvador Isaacs
~~Ronald Lewis~~
SALVADOR ISAACS

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2018



(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

odge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

odge/Unit No. / Year / Grievance No.

STEP FOUR

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



**APPENDIX B
DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview

HMO(s)	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Out of Pocket Maximum</i>	All Copays accumulate to OOP Max	All Copays accumulate to OOP Max
<i>Out of Pocket Maximum</i>	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
<i>Inpatient Facility</i>	\$100 copay per admit	\$100 copay per admit
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)
<i>Other PCP / Urgent Care</i>	\$15 copay	\$15 copay
<i>Specialists</i>	\$20 copay	\$20 copay
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	\$0 copay	\$0 copay
<i>Accident / illness</i>	\$15 copay	\$15 copay
<i>Emergency Room</i>	\$75 copay	\$75 copay

PPO	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Deductible and Out of Pocket Maximum</i>	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
<i>Annual Deductible</i>	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
<i>Out of Pocket Maximum</i>	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
<i>Inpatient Facility</i>	90% In network / 60% Out of network	90% In network / 60% Out of network
<i>Preventive</i>	\$0 copay (100% Covered)	\$0 copay (100% Covered)

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% in network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$75 copay	\$75 copay

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020Cook County Benefit Overview (Cont.)**

Drug	Current - Benefits Effective 12/1/2015	Benefits Effective 6/1/2018
<i>Prescription Drugs – Retail</i>	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	PBM's generic step therapy program	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

Vision	Current - Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

Dental – HMO	Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview (Cont.)

<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Current - Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
DECEMBER 1, 2017 AND DECEMBER 1, 2020**

Cook County Benefit Overview (Cont.)

<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Current Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Current Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental	Current Effective 12/1/2016
HMO	\$0
PPO	\$0

Vision	Current Effective 12/1/2016
Vision Plan	\$0

APPENDIX D
Pay Schedules

**SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
FOP - STROGER HOSPITAL POLICE OFFICERS**

								After 1 Year at Maximum Rate & 5 Years Service	Year at 1st Longevity Rate & 10 Years Service	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
HS1	Hourly	17.988	19.987	20.949	21.928	22.981	24.166	25.412	26.423	27.470	27.747
	Bi-Weekly	1,439.04	1,598.96	1,675.92	1,754.24	1,838.48	1,933.28	2,032.96	2,113.84	2,197.60	2,219.76
	Annual	37,415	41,572	43,573	45,610	47,800	50,265	52,856	54,959	57,137	57,713
HSA	Hourly	16.799	18.666	19.563	20.474	21.459	22.562	23.605	24.076	24.312	24.564
	Bi-Weekly	1,343.92	1,493.28	1,565.04	1,637.92	1,716.72	1,804.96	1,888.40	1,926.08	1,944.96	1,965.12
	Annual	34,941	38,825	40,691	42,585	44,634	46,928	49,098	50,078	50,568	51,093

**SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
FOP-STROGER HOSPITAL POLICE OFFICERS**

						After 1 Year at Maximum Rate & 5 Years Service				Year at 1st Longevity Rate & 10 Years Service		Year at 2nd Longevity Rate & 15 Years Service		Year at 3rd Longevity Rate & 20 Years Service	
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>				
HS1	Hourly	18.348	20.387	21.368	22.367	23.441	24.649	25.920	26.951	28.019	28.302				
	Bi-Weekly	1,467.84	1,630.96	1,709.44	1,789.36	1,875.28	1,971.92	2,073.60	2,156.08	2,241.52	2,264.16				
	Annual	38,163	42,404	44,445	46,523	48,757	51,269	53,913	56,058	58,279	58,868				
HSA	Hourly	17.135	19.039	19.954	20.883	21.888	23.013	24.077	24.558	24.798	25.055				
	Bi-Weekly	1,370.80	1,523.12	1,596.32	1,670.64	1,751.04	1,841.04	1,926.16	1,964.64	1,983.84	2,004.40				
	Annual	35,640	39,601	41,504	43,436	45,527	47,867	50,080	51,080	51,579	52,114				

**SCHEDULE XVII
BUREAU OF HUMAN RESOURCES
FOP - STROGER HOSPITAL POLICE OFFICERS**

								After 1 Year at Maximum Rate & 5 Years Service	Year at 1st Longevity Rate & 10 Years Service	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
HS1	Hourly	18.715	20.795	21.795	22.814	23.910	25.142	26.438	27.490	28.579	28.868
	Bi-Weekly	1,497.20	1,663.60	1,743.60	1,825.12	1,912.80	2,011.36	2,115.04	2,199.20	2,286.32	2,309.44
	Annual	38,927	43,253	45,333	47,453	49,732	52,295	54,991	57,179	59,444	60,045
HSA	Hourly	17.478	19.420	20.353	21.301	22.326	23.473	24.559	25.049	25.294	25.556
	Bi-Weekly	1,398.24	1,553.60	1,628.24	1,704.08	1,786.08	1,877.84	1,964.72	2,003.92	2,023.52	2,044.48
	Annual	36,354	40,393	42,334	44,306	46,438	48,823	51,082	52,101	52,611	53,156