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Duplicate

COLLECTIVE BARGAINING AGREEMENT

Between

**GENERAL SERVICE EMPLOYEES UNION
Local No. 73**

And

COUNTY OF COOK

Effective

December 1, 1995 - November 30, 1998

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TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
		PREAMBLE	
I		RECOGNITION	1
	1	Representation	1
	2	Union Membership	1
	3	Dues Checkoff	1
	4	Fair Share	1
	5	Religion Exemption	2
	6	Indemnification	3
II		DECLARATION OF PURPOSE AND AUTHORITY OF THE COUNTY	3
	1	Community Interest	3
	2	County Authority	3
	3	County Obligation	3
	4	Employee Obligation	4
	5	Union and County Meetings	4
	6	Union and County Meetings Health Care	4
III		HOURS OF WORK AND OVERTIME	4
	1	Purpose of Article	4
	2	Regular Work Periods	4
	3	Overtime Pay	5
	4	No Duplication of Overtime Pay	5
	5	Time Considered as Time Worked	5
	6	Overtime Work	5
	7	Rest Periods	5
	8	Weekends	6
	9	Flextime	6
	10	Call-In Pay	6
IV		SENIORITY	6
	1	Probationary Period	6
	2	Definition of Seniority	6
	3	Promotion and Lay-off Preference	6
	4	Reduction in Work Force	7
	5	Promotion and Assignment: Non-ACHN	7
	6	Promotion and Assignment: ACHN	8
	7	Return to Former Job	8

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	8	Return to Represented Unit	8
	9	Seniority List	9
	10	Termination of Seniority	9
	11	Transfer of Stewards	10
	12	Discipline	10
	13	Temporary Employees	10
V		RATES OF PAY	10
	1	Job Classifications/Rates of Pay	10
	2	New, Changed or Misclassifications	11
	3	Classification and Grade Changes	11
	4	Shift Differential	13
	5	Part-Time Employees	13
VI		HOLIDAYS	13
	1	Regular Holidays	13
	2	Eligibility	13
	3	Working Holidays	13
	4	Holidays in Vacations	14
	5	Failure to Report	14
	6	Holiday Pay	14
	7	Personal Day	14
VII		VACATIONS	14
	1	Eligibility	14
	2	Eligibility Year	15
	3	Vacation Accrual	15
	4	Vacation Pay	15
	5	Vacation Preference and Scheduling	15
	6	Accrued Benefits at Separation	16
VIII		WELFARE BENEFITS	16
	1	Hospitalization Insurance; Employee Contributions	16
	2	Sick Pay	16
	3	Disability Benefits	17
	4	Life Insurance	17
	5	Pension Plan	17
	6	Dental Plan	18
	7	Vision Plan	18

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	8	Hospitalization-New Hires	18
	9	Flexible Benefits Plan	18
	10	Insurance Coverage	18
	11	Insurance Opt-Out	18
IX		ADDITIONAL BENEFITS	18
	1	Bereavement Pay	18
	2	Jury Make-Up Pay	19
	3	Election Day	19
X		LEAVES OF ABSENCE	19
	1	Regular Leave	19
	2	Sick Leave	20
	3	Seniority on Leave	20
	4	Retention of Benefits	20
	5	Union Leave	21
	6	Military Leave	21
	7	Maternity Leave	21
	8	Use of Benefit Time	22
XI		GRIEVANCE PROCEDURE	22
	1	Policy	22
	2	Definition	22
	3	Representation	22
	4	Grievance Procedure Steps	22
	5	Time Limits	23
	6	Stewards	23
	7	Union Representatives	24
	8	Impartial Arbitration	24
	9	Grievance Meetings	24
XII		CONTINUITY OF OPERATION	25
	1	No Strike	25
	2	Union Responsibility	25
	3	Discharge of Violators	25
	4	No Lock-Out	25
	5	Reservation of Rights	26
XIII		MISCELLANEOUS	26
	1	No Discrimination	26
	2	Safety	26
	3	Doctor's Statement	26
	4	Voluntary Workers	26
	5	Bulletin Boards	27

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	6	Partial Invalidity	27
	7	Uniforms	27
	8	Representation at Security Investigations	27
	9	Training in New Techniques	27
	10	Credit Union	27
	11	Discipline	27
	12	Personnel Files	27
	13	Management Attitude	27
	14	Supplies	28
	15	Parking-CCH	28
	16	Distribution of Workloads	28
	17	Job Quality	28
	18	Sub-Contracting	28
	19	Tuition Reimbursement	28
XIV		DURATION	29
	1	Term	29
	2	Notice	29
		Appendix A	
		Appendix C	

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the HOSPITAL EMPLOYEES LABOR PROGRAM, Local 73, General Service Employees International Union, AFL-CIO-CLC), hereinafter referred to as the "Union," and the COUNTY OF COOK, hereinafter referred to as the "County".

ARTICLE I Recognition

Section 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 2. Union Membership:

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

The County will grant the Union an opportunity 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 3. Dues Checkoff:

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

Section 4. Fair Share:

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within 30 days of the Union meeting said condition or within 30

days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the 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, 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 judgement 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 5. Religion Exemption:

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

Section 6. Indemnification:

The Unión 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.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 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. 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 right, or the right to exercise them in some other way in the future.

Section 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 4. Employee Obligation:

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

Section 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 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 is of primary importance. Therefore, such responses shall not exceed thirty (30) days from the time of meeting as far as possible.

Section 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.

ARTICLE III

Hours of Work and Overtime

Section 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 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. Overtime Pay:

An employee shall be paid one and one-half 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 4. No Duplication of Overtime Pay:

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

Section 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 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 7. Rest Periods:

Employees working a shift of eight (8) hours will be granted a rest period or periods totaling fifteen (15) minutes. 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. "Heat breaks" will be granted to employees working in the Laundry and Central Sterile Supply when the temperature in those areas exceeds ninety-eight degrees (98°) Fahrenheit. Where two (2) break periods are allowed, it is generally understood that one shall be granted in the first four (4) hours of work and the remaining break shall be in the second four (4) hours of the shift. Part-time employees who work six (6) hours shall be entitled to one (1) break of fifteen (15) minutes.

Section 8. Weekends:

Patient Care Attendants, as far as practicable, are to have an equal and designated number of weekends off. 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 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 cancelled or suspended by the employer for legitimate operational reasons or due to misuse by the employee with proper timely notification.

Section 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.

**ARTICLE IV
Seniority**

Section 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 2. Definition of Seniority:

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

Section 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. Reduction in Work Force:

The Union and the County agree that security in employment becomes relatively more important as employees increase their service at the Hospital. Should the County find it necessary to decrease the number of employees working within a job classification, the County shall give written notice to the Union at least three (3) weeks prior to the effective date of layoff of employees, except when a layoff of five (5) days or less is made under Section 3, in which case no notice need be given before or after such period. During that interim period the County will meet with the Union to discuss any alternatives to the layoff of employees. Employees in the affected classifications shall be initially selected for layoff in accordance with Section 3, and shall be given notice thereof at least two (2) weeks prior to the effective date, except when a layoff of five (5) days or less is made under Section 3, in which case no notice need be given before or after such period. An employee so selected shall be transferred to any other classification in which there is a vacancy, or which is filled by another employee who has not completed his/her probationary period, or, if neither such situation exists, the employee so selected shall be permitted to exercise bumping rights, all in accordance with Section 3, 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 3 before hiring new employees. Employees will be recalled to the classification held by them at the time of layoff, if a vacancy exists. Employees otherwise will be recalled to a vacancy in another classification, and subsequently returned to their classification prior to the layoff, all in accordance with Section 3. Employees may refuse recall to a classification other than that from which they were laid off.

Section 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 3 to employees in the bargaining unit in an equal or lower pay grades or classifications 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 30 days after the application process closes. Grant positions will be posted the same as all other positions.

Section 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 3 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 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 30 days after the application process closes. Grant positions will be posted the same as all other positions.

Section 7. Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit may be returned by the Hospital to the former job or status within a reasonable period, but not to exceed forty-five (45) 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 forty-five (45) 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 8. 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 occasion.

Section 9. Seniority List:

As soon as possible, the County will furnish the Union a list showing the name, address, number, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the County of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union from that time forth and forever. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the County of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the County as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted.

Section 10. Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from 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 11. Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 6, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 12. 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. Verbal warnings will be expunged after 12 months as long as the employee is not guilty of the same or similar misconduct during that period.

Section 13. 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 hereinabove referred to, the position occupied shall then be posted and filled pursuant to Article IV, Sections 3 and 5, of this Agreement. A temporary employee will be given a permanent seniority date of the date originally hired if retained past the aforesated period, and that date shall be used when the employee bids for his/her present position or any other posted position. The employee may temporarily remain in the existing position until it is filled through the posting and bidding procedures. If the employee fails to retain the position or obtain any other position through the bidding procedures, the employee shall be placed on layoff pursuant to Article IV, Section 4, of this Agreement; however, if laid off, the employee will not be recalled to any job until it has been posted and bid upon by active employees. The provisions of Article IV, Section 9 (e), will apply to termination of employment in event of no recall. Permanent employees shall have preference in scheduling assignments.

**ARTICLE V
Rates of Pay**

Section 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 the first full pay period after 12/1/95	2.0%
Effective the first full pay period after 11/30/96	1.0%
Effective the first full pay period after 12/1/96	2.0%
Effective the first full pay period after 6/1/97	1.0%
Effective the first full pay period after 12/1/97	3.0%

Section 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 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 4. Shift Differential:

All employees will be paid a premium of sixty-five (\$0.65) 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.

Section 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 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 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 3. Working Holidays:

Because the Hospital operates every day of the year and it is not possible for all employees to be off duty on the same day, the County has the right at its sole discretion to require any employee to work on any of the holidays listed in Section 1. Any employee who works on a

holiday shall receive 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.

Section 4. Holidays in Vacations:

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

Section 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. 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 7. Personal Day:

In addition to the foregoing paid holidays, employees shall be credited with one (1) personal day on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 5. If an employee elects not to schedule said day as provided above, the employee may request to use his/her personal day at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled personal day by the Employer, the employee shall be entitled to holiday pay pursuant to Article VI, Section 6.

**ARTICLE VII
Vacations**

Section 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 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 3. Vacation Accrual:

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

Section 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 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 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 time in any one 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. 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.

Vacation requests will not be denied solely because of scheduled or rotating weekends off.

Section 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 1. Hospitalization Insurance; Employee Contributions:

- A. The County agrees to maintain the current 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, an amount equal to one and one-half percent (1-1/2%) of their base salary 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. All HMO's are to be paid by the County of Cook.

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.

- C. Effective December 1, 1996, PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).
- D. Effective December 1, 1997, HMO prescription co-pay will be \$3.00 per prescription.

Section 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 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 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 4. Life Insurance:

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

Section 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 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 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. 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 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 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 11. Insurance Opt-Out:

The Employer agrees to pay \$25.00 bi-weekly (\$650.00/year) to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a bi-weekly payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

**ARTICLE IX
Additional Benefits**

Section 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 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.

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 year prior to date of death, with appropriate documentation.

Section 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 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.

ARTICLE X Leaves of Absence

Section 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 2. Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence. Applications for sick leaves, or any extensions thereof, shall be handled in the manner specified in Section 1 of this Article, and shall not be denied for periods of bona fide disability.

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and 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") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

Section 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 1 or 2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Section 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 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 4 of this Article.

Section 6. Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended.

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.

Section 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 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 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 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.

**ARTICLE XI
Grievance Procedure**

Section 1. Policy:

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

Section 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 three and four to the County's Director of Human Resources or his/her designee.

Section 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 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 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</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days from occurrence or cause, or date cause should have been known	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/ Designee	5 days	10 days
3	10 days	Director of Human Resources /Hearing Officer	30 days	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party	30 days	30 days

Section 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 four. 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 waive from the established time limits unless by mutual agreement. This does not preclude timely answers for all other types of grievances.

Section 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 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 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 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 9. Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet in 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.

ARTICLE XII

Continuity of Operation

Section 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 2. Union Responsibility:

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

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

Section 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 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 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 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 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 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 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 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 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 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 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 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.

Section 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 11. Discipline:

Any records of oral discipline imposed shall be removed from an employees personnel file, and may not be used in further discipline, if more than one year passes without the employee receiving additional discipline for the same or similar offense.

Section 12. 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. Management Attitude:

Upon request of the Union, the Manager of Labor Relations or designee shall investigate any allegation of unprofessional conduct such as abusive treatment toward subordinates or co-workers and shall notify the Union of resulting action.

Section 14. 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 15. Parking - CCH:

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

Section 16. 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 will agree to discuss with the Union its concerns regarding staffing levels.

Section 17. Job Quality:

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

Section 18. 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 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 19. Tuition Reimbursement:

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all GSEU, Local 73 bargaining unit employees. The Amount allocated shall be an aggregate total of twenty thousand dollars (\$20,000) for all Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than one hundred fifty dollars (\$150.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

The parties shall meet within 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.

ARTICLE XIV
Duration

Section 1. Term:

This Agreement shall become effective on December 1, 1995, and shall remain in effect thru November 30, 1998. 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.

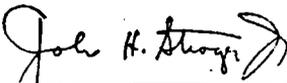
In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days written notice of cancellation thereafter.

Section 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 500, with a copy to the County's Director 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 1165 North Clark Street, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

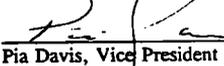
Signed and entered into this 4 day of April, 1997.

COUNTY OF COOK:

By: 
JOHN H. STROGER, JR., President
Cook County Board of Commissioners

Attest: 
DAVID D. ORR,
Cook County Clerk

UNION: General Service Employees Union, Local No. 73

By: 
Thomas Balanoff, President

Pia Davis, Vice President

APPROVED BY BOARD
COUNTY COMMISSIONERS
APR 04 1997
COM. _____

**APPENDIX A
GSEU, Local 73 - OFH**

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
0235 1225	DA	Food Service Cashier Sales Clerk
1890 1251	DB	Laboratory Aide Supply Worker
1962 2133 2173 1922	DC	Attendant Patient Care Food Service Worker Laundry Worker Occupational Therapy Aide
2071 2148 2408 1900 2000 1230 1969 0909	DE	Attendant Patient Care (ARNTE)* Building Service Worker Greenhouse Worker Pathologist Assistant Scheduler/Dispatcher Supply Clerk Leadman Urology & Operating Room Attendant Ward Clerk
2130	DF	Groundskeeper
2018 2017	DH	Barber Beautician
2125	DK	Cook

*One-time implementation only for employees in Job Code 1962 who have fifteen (15) years of service as of Board contract approval date.

SCHEDULE IX
DEPARTMENT OF HUMAN RESOURCES
HEALTH FACILITIES
G.S.E.U. - LOCAL 73 COMPENSATION PLAN

	<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 MAXI-MUM RATE & 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR AT 1ST LON-GEVITY RATE & 15 YRS. OF SERVICE</u>
DA	Hourly	9.075	9.151	9.215	9.404	9.601	9.747	9.939	10.036
	Bi-Weekly	726.00	732.08	737.20	752.32	768.08	779.76	795.12	802.88
	Annual	18,876	19,034	19,167	19,560	19,970	20,273	20,673	20,874
DB	Hourly	9.215	9.354	9.404	9.601	9.747	10.038	10.230	10.331
	Bi-Weekly	737.20	748.32	752.32	768.08	779.76	803.04	818.40	826.48
	Annual	19,167	19,456	19,560	19,970	20,273	20,879	21,278	21,488
DC	Hourly	9.404	9.499	9.601	9.747	9.950	10.210	10.421	10.523
	Bi-Weekly	752.32	759.92	768.08	779.76	796.00	816.80	833.68	841.84
	Annual	19,560	19,757	19,970	20,273	20,696	21,236	21,675	21,887
DE	Hourly	9.866	9.950	10.038	10.210	10.407	10.671	10.880	10.983
	Bi-Weekly	789.28	796.00	803.04	816.80	832.56	853.68	870.40	878.64
	Annual	20,521	20,696	20,879	21,236	21,646	22,195	22,630	22,844
DF	Hourly	10.038	10.139	10.210	10.407	10.557	10.817	11.027	11.142
	Bi-Weekly	803.04	811.12	816.80	832.56	844.56	865.36	882.16	891.36
	Annual	20,879	21,089	21,236	21,646	21,958	22,499	22,936	23,175
DH	Hourly	10.736	10.817	10.912	11.096	11.281	11.539	11.776	11.905
	Bi-Weekly	858.88	865.36	872.96	887.68	902.48	923.12	942.08	952.40
	Annual	22,330	22,499	22,696	23,079	23,464	24,001	24,494	24,762
DK	Hourly	11.458	11.539	11.629	11.807	12.009	12.244	12.494	12.628
	Bi-Weekly	916.64	923.12	930.32	944.56	960.72	979.52	999.52	1,010.24
	Annual	23,832	24,001	24,188	24,558	24,978	25,467	25,987	26,266

SCHEDULE IX
DEPARTMENT OF HUMAN RESOURCES
HEALTH FACILITIES
G.S.E.U. - LOCAL 73 COMPENSATION PLAN

	<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>
DA	Hourly	9,166	9,243	9,307	9,498	9,697	9,844	10,038	10,136
	Bi-Weekly	733.28	739.44	744.56	759.84	775.76	787.52	803.04	810.88
	Annual	19,065	19,225	19,358	19,755	20,169	20,475	20,670	21,082
DB	Hourly	9,307	9,448	9,498	9,697	9,844	10,138	10,332	10,434
	Bi-Weekly	744.56	755.84	759.84	775.76	787.52	811.04	826.56	834.72
	Annual	19,358	19,651	19,755	20,169	20,475	21,087	21,490	21,702
DC	Hourly	9,498	9,594	9,697	9,844	10,050	10,312	10,525	10,628
	Bi-Weekly	759.84	767.32	775.76	787.52	804.00	824.96	842.00	850.24
	Annual	19,755	19,955	20,169	20,475	20,904	21,448	21,892	22,106
DE	Hourly	9,965	10,050	10,138	10,312	10,511	10,778	10,989	11,093
	Bi-Weekly	797.20	804.00	811.04	824.96	840.88	862.24	879.12	887.44
	Annual	20,727	20,904	21,087	21,448	21,862	22,418	22,857	23,073
DF	Hourly	10,138	10,240	10,312	10,511	10,663	10,925	11,157	11,253
	Bi-Weekly	811.04	819.20	824.96	840.88	853.04	874.00	890.96	900.24
	Annual	21,087	21,299	21,448	21,862	22,179	22,724	23,164	23,406
DH	Hourly	10,843	10,925	11,021	11,207	11,394	11,654	11,894	12,024
	Bi-Weekly	867.44	874.00	881.68	896.56	911.52	932.32	951.52	961.92
	Annual	22,553	22,724	22,923	23,310	23,699	24,240	24,739	25,009
DK	Hourly	11,573	11,654	11,745	11,925	12,129	12,366	12,619	12,754
	Bi-Weekly	925.84	932.32	939.60	954.00	970.32	989.28	1,009.52	1,020.52
	Annual	24,071	24,240	24,429	24,804	25,228	25,721	26,247	26,528

SCHEDULE IX
DEPARTMENT OF HUMAN RESOURCES
HEALTH FACILITIES
G.S.E.U. - LOCAL 73 COMPENSATION PLAN

	<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>
DA	Hourly	9,349	9,428	9,493	9,688	9,891	10,041	10,239	10,339
	Bi-Weekly	747.92	754.24	759.44	775.04	791.28	803.28	819.12	827.12
	Annual	19,445	19,610	19,745	20,151	20,573	20,885	21,297	21,505
DB	Hourly	9,493	9,637	9,688	9,891	10,041	10,341	10,539	10,643
	Bi-Weekly	759.44	770.96	775.04	791.28	803.28	827.28	843.12	851.44
	Annual	19,745	20,044	20,151	20,573	20,885	21,509	21,921	22,137
DC	Hourly	9,688	9,786	9,891	10,041	10,251	10,518	10,736	10,841
	Bi-Weekly	775.04	782.88	791.28	803.28	820.08	841.44	858.88	867.28
	Annual	20,151	20,354	20,573	20,885	21,322	21,877	22,330	22,549
DE	Hourly	10,164	10,251	10,341	10,518	10,721	10,994	11,209	11,315
	Bi-Weekly	813.12	820.08	827.28	841.44	857.68	879.52	896.72	905.20
	Annual	21,141	21,522	21,509	21,877	22,299	22,867	23,314	23,535
DF	Hourly	10,341	10,445	10,518	10,721	10,876	11,144	11,360	11,478
	Bi-Weekly	827.28	835.60	841.44	857.68	870.08	891.32	908.80	918.24
	Annual	21,509	21,725	21,877	22,299	22,622	23,179	23,628	23,874
DH	Hourly	11,060	11,144	11,241	11,431	11,622	11,887	12,132	12,264
	Bi-Weekly	884.80	891.52	899.28	914.48	929.76	950.96	970.56	981.12
	Annual	23,004	23,179	23,381	23,776	24,173	24,724	25,234	25,509
DK	Hourly	11,804	11,887	11,980	12,164	12,372	12,613	12,871	13,009
	Bi-Weekly	944.32	950.96	958.40	973.12	989.76	1,009.04	1,029.68	1,040.72
	Annual	24,552	24,724	24,918	25,301	25,733	26,235	26,771	27,058

SCHEDULE IX
DEPARTMENT OF HUMAN RESOURCES
HEALTH FACILITIES
G.S.E.U. - LOCAL 73 COMPENSATION PLAN

		<u>ENTRY</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER</u>	<u>AFTER 1 YR</u>	<u>AFTER 1 YR</u>
	<u>GRADE</u>	<u>RATE</u>	<u>3</u>	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>AT MAXI-</u>	<u>AT 1ST LON-</u>
			<u>MONTHS</u>	<u>YEAR</u>	<u>YEAR</u>	<u>YEAR</u>	<u>YEAR</u>	<u>MUM RATE</u>	<u>GEVITY RATE</u>
								<u>& 10 YRS.</u>	<u>& 15 YRS.</u>
								<u>OF SERVICE</u>	<u>OF SERVICE</u>
DA	Hourly	9.442	9.522	9.588	9.785	9.990	10.141	10.341	10.442
	Bi-Weekly	755.36	761.76	767.04	782.80	799.20	811.28	827.28	835.36
	Annual	19,639	19,805	19,943	20,352	20,779	21,093	21,509	21,719
DB	Hourly	9.588	9.733	9.785	9.990	10.141	10.444	10.644	10.749
	Bi-Weekly	767.04	778.64	782.80	799.20	811.28	835.52	851.52	859.92
	Annual	19,943	20,244	20,352	20,779	21,093	21,723	22,159	22,357
DC	Hourly	9.785	9.884	9.990	10.141	10.354	10.623	10.843	10.949
	Bi-Weekly	782.80	790.72	799.20	811.28	828.32	849.84	867.44	875.92
	Annual	20,352	20,558	20,779	21,093	21,536	22,095	22,555	22,773
DE	Hourly	10.266	10.354	10.444	10.623	10.828	11.104	11.521	11.428
	Bi-Weekly	821.28	828.32	835.52	849.84	866.24	888.32	905.68	914.24
	Annual	21,353	21,536	21,723	22,095	22,522	23,096	23,547	23,770
DF	Hourly	10.444	10.549	10.623	10.828	10.985	11.255	11.474	11.593
	Bi-Weekly	835.52	843.92	849.84	866.24	878.80	900.40	917.92	927.44
	Annual	21,723	21,941	22,095	22,522	22,848	23,410	23,865	24,113
DH	Hourly	11.171	11.255	11.353	11.545	11.738	12.006	12.253	12.387
	Bi-Weekly	893.68	900.40	908.24	923.60	939.04	960.48	980.24	990.96
	Annual	23,235	23,410	23,614	24,013	24,415	24,972	25,486	25,764
DK	Hourly	11.922	12.006	12.100	12.286	12.496	12.739	13.000	13.139
	Bi-Weekly	953.76	960.48	968.00	982.88	999.68	1,019.12	1,040.00	1,051.12
	Annual	24,797	24,972	25,168	25,554	25,991	26,497	27,040	27,329

PREPARED BY:
DEPARTMENT OF HUMAN RESOURCES

PAYP09D

SCHEDULE IX
DEPARTMENT OF HUMAN RESOURCES
HEALTH FACILITIES
G.S.E.U. - LOCAL 73 COMPENSATION PLAN

	<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>
DA	Hourly	9.725	9.808	9.876	10.079	10.290	10.445	10.651	10.755
	Bi-Weekly	778.00	784.64	790.08	806.32	823.20	835.60	852.08	860.40
	Annual	20,228	20,400	20,542	20,964	21,403	21,725	22,154	22,570
DB	Hourly	9.876	10.025	10.079	10.290	10.445	10.757	10.963	11.071
	Bi-Weekly	790.08	802.00	806.32	823.20	835.60	860.56	877.04	885.68
	Annual	20,542	20,852	20,964	21,403	21,725	22,374	22,803	23,027
DC	Hourly	10.079	10.181	10.290	10.445	10.665	10.942	11.168	11.277
	Bi-Weekly	806.32	814.48	823.20	835.60	853.20	875.36	893.44	902.16
	Annual	20,964	21,176	21,403	21,725	22,185	22,759	23,229	23,456
DE	Hourly	10.574	10.665	10.757	10.942	11.153	11.437	11.661	11.771
	Bi-Weekly	845.92	853.20	860.56	875.36	892.24	914.96	932.88	941.68
	Annual	21,993	22,183	22,374	22,759	23,198	23,788	24,254	24,483
DF	Hourly	10.757	10.865	10.942	11.153	11.315	11.593	11.818	11.941
	Bi-Weekly	860.56	869.20	875.36	892.24	905.20	927.44	945.44	955.28
	Annual	22,374	22,599	22,759	23,198	23,535	24,113	24,581	24,837
DH	Hourly	11.506	11.593	11.694	11.891	12.090	12.366	12.621	12.759
	Bi-Weekly	920.48	927.44	935.52	951.28	967.20	989.28	1,009.68	1,020.72
	Annual	23,932	24,113	24,323	24,733	25,147	25,721	26,251	26,538
DK	Hourly	12.280	12.366	12.463	12.655	12.871	13.121	13.390	13.553
	Bi-Weekly	982.40	989.28	997.04	1,012.40	1,029.68	1,049.68	1,071.20	1,082.64
	Annual	25,542	25,721	25,923	26,322	26,771	27,291	27,851	28,148

**COOK COUNTY HEALTH PLAN DESIGN
APPENDIX C**

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-96	COOK COUNTY PPO 12-01-96
		IN-NETWORK/ OUT-OF-NETWORK
Individual Deductible Family Deductible (Annual)	None None	None / \$200 None / \$400
Individual Out-of-Pocket Maximum Coinsurance Family Out-of-Pocket Maximum Coinsurance (Excluding Out-of-Network Hospital deductibles & utilization review penalties)	None None	\$1,000 / \$3,000 \$2,000 / \$6,000
Lifetime Maximum	Unlimited	None / \$1,000,000
OUTPATIENT SERVICES (Medical & Surgical)		
Preventive care (adult) Diagnostic Services Outpatient Surgery Center	100% 100% 100%	\$20 copay / not covered \$20 copay / 60% 90% / 60%
Pediatric Care Injections & Immunizations	100% 100%	\$20 copay / 60% \$20 copay / 60%
Allergy Testing	100%	\$20 copay / 60%
Infertility treatment program	100% (subject to statutory min. of 4/2 attempts of in- vitro fertilization)	\$20 copay / 60% (subject to statutory min. of 4/2 attempts of in-vitro fertilization)
Outpatient Facilities charges	100%	90% / 60%
All Outpatient Physician services	100%	\$20 copay / 60%

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-96	COOK COUNTY PPO 12-01-96
		IN-NETWORK/ OUT-OF-NETWORK
INPATIENT SERVICES (Medical & Surgical)		
Hospital Services (semi-private room)	100%	90% / 60% after \$400 deductible
Surgery & Anesthesia (physician charge)	100%	90% / 60%
Physician Visits	100%	90% / 60%
Diagnostic Tests	100%	90% / 60%
All other services excluding personal & comfort items	100%	90% / 60%
Utilization Review Non-notification penalty	None applicable	None / \$700
EMERGENCY SERVICES		
Visits to emergency room following life-threatening injury or illness	100%	100% / 100% for emergency care as defined.
Ambulance	100%	80% / 80%

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-96	COOK COUNTY PPO 12-01-96
		IN-NETWORK/ OUT-OF-NETWORK
MATERNITY CARE		
Pre-natal & postnatal care	100%	\$20 copay / 60%
Inpatient obstetrical Services	100%	90% / 60%
EYE CARE		
Care for eye injury or disease	100%	90% / 60%
MENTAL HEALTH/ CHEMICAL DEPENDENCY/ SUBSTANCE ABUSE Combined maximum benefits for in/out patient mental health & substance abuse are:	Varies per plan.	Individual annual maximum: \$5,000 outpatient \$25,000 combined in and out patient maximum. Individual lifetime: \$100,000
Outpatient Services	100% unlimited visits	70% / 50% Subject to overall Mental Health limits
Inpatient Services	100%	90% / 60%

BENEFIT OVERVIEW	COOK COUNTY HMO 12-01-96	COOK COUNTY PPO PROPOSED 12-01-96
		IN-NETWORK/ OUT-OF-NETWORK
Prescription drugs (when filled at participating pharmacy)	100% (Effective 12-01-97, copayment for generic and brand name will be \$3.00.)	\$5 copay for generic drugs when available. \$10 copay for brand name drugs (Excludes birth control pills)
Home Health Care	100%	90% / 60%
Skilled nursing care (custodial care not covered)	100%	90% / 60%
Prosthetic devices/Durable medical equipment	100%	90% / 60%
Medical dental services (Repair accidental injury to sound natural teeth. Oral surgery when medically necessary)	100%	90% / 60%
Employee Contribution	None	1.5% of salary

APPENDIX C
COOK COUNTY
HEALTH CARE

1. **OUT-OF POCKET MAXIMUMS**
2. **PPO COINSURANCE**
3. **IN-NETWORK/OUT-OF-NETWORK CARE**
4. **PPO PRESCRIPTION DRUGS**
5. **LIFE**
6. **VISION**
7. **DENTAL**

1. OUT-OF-POCKET MAXIMUMS

MAXIMUMS

The limit on out-of-pocket expenses that may be incurred by an individual or family under a PPO plan are:

	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK</u>
INDIVIDUAL	\$1,000	\$3,000
FAMILY	\$2,000	\$6,000

EXCLUSIONS

Only covered valid plan expenses shall be counted towards the out-of-pocket maximums. Utilization review penalties, all applicable deductibles and charges that exceed the reasonable charge limit are not counted towards meeting the out-of-pocket maximums.

APPLICATION OF OUT-OF-NETWORK EXPENSES

Covered expenses incurred out-of-network may be used to satisfy the in-network out-of-pocket limits, in order to encourage medically necessary care to be rendered in-network. Covered expenses incurred in-network may not be applied to satisfying the out-of-network out-of-pocket limits.

EVIDENCE OF PAYMENT

In order to satisfy the out-of-network out-of-pocket limits, the plan will require evidence of actual payment to providers of the amounts required, including deductibles and coinsurance. The documentation may include canceled checks or credit card slips or summary bills, but the provider's name, address and the date(s) of service must be provided and conform to the Explanation(s) of Benefits (EOB) submitted.

2. PPO COINSURANCE

COINSURANCE LEVELS IN AND OUT-OF-NETWORK

Coinsurance levels for in-patient (hospital and physician) services shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The coinsurance levels for out-patient hospital and/or facility charges shall be at 90% of discounted charges for in-network services and 60% of reasonable charges for out-of-network services. The co-payment for out-patient physician encounters will be \$20 for in-network services, while the out-of-network coinsurance for out-patient physician encounters will be 60% of reasonable charges (the employee pays 40%). The only exception will be appropriate emergency services, which shall be covered at 100% of reasonable charges (except ambulance). Ambulance services will be covered at 80% of reasonable charges.

IN-NETWORK GATED SERVICES (PPO)

Services that are properly referred by the member's Primary Care Physician (PCP), also known as "gated services" because the PCP functions as a "gatekeeper", shall be reimbursed at the full in-network level of benefits.

IN NETWORK, NON-GATED SERVICES (PPO)

Services which are "non-gated" in that they are provided without the referral of the Primary Care Physician (PCP) or "gatekeeper" will be reimbursed at the out-of-network level of benefits, even if the services are provided at network facilities.

EMERGENCY SERVICES

Emergency services will be covered at 100%, even at non-network facilities when the care meets the definition of life threatening emergency. Care obtained on an emergency basis which does not meet the definition of appropriate emergency will be subject to the normal in- and out-of network plan provisions, including deductibles.

MENTAL HEALTH/CHEMICAL DEPENDENCY

Out-patient mental health, chemical dependency and substance abuse will be covered at 70% in network and 50% out-of-network, subject to the annual and lifetime overall limits for managed mental health/chemical dependency and substance abuse.

3. PPO IN-NETWORK/OUT-OF-NETWORK CARE

In-network coinsurance benefits shall be paid to eligible participants for the following out-of-network care or services:

1. Emergency is defined as the sudden and unexpected onset of a medical condition with such severe symptoms that the absence of immediate medical attention could result in serious and permanent medical consequences.
2. Care ordered by a plan primary care physician (gatekeeper) which is:
 - a. medically necessary, and
 - b. only available at a non-network hospital or the proposed treatment is performed so infrequently in-network that direction to a non-network hospital is medically appropriate, or
 - c. available at a network hospital to which the patient cannot be safely transported (only until such time as the patient can be safely transferred to the network facility, arrangements for which should be initiated once the treatment has begun), or
 - d. care rendered beyond a 50 mile radius from where the member is normally domiciled or stationed when the member is temporally relocated by Cook County.
 - e. urgent care for members covered as dependents and residing outside the normal service area.

4. PPO PRESCRIPTION DRUGS

The prescription drug program has an incentive to utilize generic over brand drugs. The retail program will be complemented with an integrated mail order program for appropriate maintenance drugs. Co-payments will be required from employees and dependents as provided below:

RETAIL PURCHASES

Generic	\$ 5.00
Brand (no available generic)	\$ 5.00
Brand (with available generic)	\$10.00

MAIL ORDER PROGRAM

Generic	\$ 5.00
Brand (no available generic)	\$10.00
Brand (with available generic)	\$10.00

The requirement that all prescriptions be limited to no more than a thirty (30) day supply will be waived to enable the use of mail order for maintenance drugs only.

Mail order may be used for the purchase of maintenance drugs which have a duration of two or three months. The Providers may enable the prescription drug vendors under contract to transfer the necessary prescription drug histories for covered employees and dependents to their contracted mail order operations.

The Providers will require the prescription drug vendors to make available the list of brand drugs for which available generics are not regarded as equivalent, and for which the brand drug will be covered as generic.

5. LIFE INSURANCE

LIFE INSURANCE

All eligible employees are entitled to term insurance in an amount equal to one times their annual salary rounded to the next multiple of \$1,000. The premium for this basic benefit is paid in full by Cook County.

Eligible employees are also given the opportunity to purchase optional term life insurance in any amount up to the amount equal to their annual salary with a maximum of \$100,000. The optional term program is paid by the employee through payroll deduction. The cost of the optional term insurance is \$.24 per thousand, per pay period.

6. VISION BENEFITS

VISION BENEFITS

Eligible employees and their dependents receive a complete eye examination, refraction and prescription each year at no cost to the member. The premium for the vision benefit is provided in full by Cook County,

The spectacle lenses benefit includes uncoated plastic lenses regardless of size or power and solid tints. Lenses can be replaced once a year at no cost to the member.

Frames are included up to the regular retail cost of \$100.00. For frames over the \$100 regular retail price, the member pays the amount over \$100 less a 10% discount. Frames are available to the members once every two years.

Any pair of contact lenses up to a regular retail cost of \$100.00 are included. Contacts lenses above the regular retail cost of \$100 are available at an additional cost. Contact lenses are available in lieu of a pair of spectacle lenses.

Premium lenses options not covered under this program together with additional pairs of glasses and accessories are available at savings from 20% to 60% at the participating providers.

7. DENTAL BENEFITS

DENTAL BENEFITS

Dental care is provided to eligible employees and their dependents through participating dentists. The premium for the dental care is paid in full by Cook County.

Preventive care which includes dental exams, x-rays, cleanings (two per year) and fluoride treatments for children under age 19 are covered at 100%.

Basic benefits will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 75%.

Major services will require a co-payment by the member for each specific service. These co-payments equal to a discount of approximately 60%.

Orthodontics are available to children under age 19 with co-payments equal to a discount of approximately 25%.