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COLLECTIVE BARGAINING AGREEMENT

Between

**LOCAL73, HC
SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.), AFL-CIO**

And

**COUNTY OF COOK
(John H. Stroger, Jr. Hospital/Cermak Health Services)
(Service Employees)**

Effective

December 1, 2001 through November 30, 2004

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement hereinafter referred to as "Agreement," is made and entered into between LOCAL 73 HC, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union", and the COUNTY OF COOK, hereinafter referred to as the "County."

ARTICLE I Recognition

Section 1. Representative Unit:

The County recognizes the Union as the sole and exclusive representative for all employees of the County at Cook County Hospital and Cermak Health Services 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, technicals, 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 required as a condition of membership.

Section 3. Dues Checkoff:

1. With respect to any employee on whose behalf 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, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions were made. The amounts deducted shall be set by the Union, and the County may continue to retain a service charge of five cents (5¢) for making such deductions.
2. The County agrees to establish an S.E.I.U. Cope. The County agrees to deduct the established amount, per pay period, from the wages of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded within thirty (30) days after close of the pay period for which the deductions are made.

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

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 times.

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 cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such right, or the right to exercise them in some other way in the future.

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

Section 3. Integrity of the Bargaining Unit:

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the employer.

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

Section 4. Union and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet at least once per quarter through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and County shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 5. Union and County Meetings Respecting Health Care:

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

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 all employees except Certified Nursing Assistant, Patient Care Attendant and Ward Clerk shall consist of eight (8) hours, including a paid 45-minute lunch break and one paid (1) fifteen (15) minute break. 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 average of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. Daily overtime pay shall not be paid for excess hours worked on any day because of a 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. The County will continue its present pattern of not ordinarily scheduling more than five (5) consecutive work days with consecutive days off.

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

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.

Section 5. 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 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 6. Rest Periods:

Employees working a shift of eight (8) or eight and one-quarter (8-1/4) hours will be granted two (2) rest periods of ten (10) minutes each. 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 ten (10) minutes, and employees assigned to work overtime for a continuous period of eight (8) hours or more beyond their regular work day will be granted two (2) additional rest periods of ten (10) minutes each. "Heat breaks" will be granted to elevator operators, transporters, environmental service workers and food service workers who are passing trays when, in the opinion of the Department Director, the temperature in these employee's work areas requires an additional break or breaks. The Department Director shall schedule the break or breaks in accordance with operational needs. Part-time employees who work six (6) hours shall be entitled to two (2) breaks of fifteen (15) minutes.

Section 7. Rotation of Duty:

Except for employees who request weekend work, the number of weekends off work shall be scheduled to be as equal as possible among employees within each scheduling period. A weekend is defined as beginning with the night shift Friday and continuing through the evening shift Sunday.

The parties agree to study the issue of rotation from permanent assignment in the Professional Committee within 60 days of ratification of the agreement.

Health Care Professionals may have areas of specialization and expertise to which they are assigned. Whenever possible, professional career interests should be taken into account by management.

Section 8. Employee Health Service:

Employees incurring any occupational illness or injury shall be paid for time spent during their regular work day at the direction or request of the Hospital in obtaining medical care from Employee Health Service. Employees incurring non-occupational illness or injury during their

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

Section 9. Flex Time:

Requests by employees for flextime schedules may be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner.

**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 as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5. Seniority for such regular part-time employees shall be prorated.

Section 3. Promotion, Transfer, Layoff and Recall:

In cases of promotion and transfer, employees shall have first preference in order of their seniority, as hereinafter provided in Section 5, provided that the employee has the ability and fitness to perform the required work. When ability and fitness to perform the work are relatively equal, then seniority shall govern on promotions, transfers, recalls and layoffs (for all but layoffs of five (5) days or less. In cases of layoff or recall for a period in excess of five (5) calendar days, employees shall be laid off in inverse order of seniority and recalled in order of seniority; provided, however, that the Hospital may retain a less senior employee if there is no employee with greater seniority who has the ability and fitness to perform the required work.

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 of a general nature to the Union at least four (4) weeks prior to the effective date of layoff of

employees. 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 notice is preferable but not required.

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 situation exists, then to any classification in which employees are working with less than one (1) year of seniority, all in accordance with Section 3, except when a layoff of five (5) days or less is made under Section 3, in which case notice is preferable but not required. The employee so selected shall be permitted to exercise bumping rights, all in accordance with Section 3, as follows:

- In Non-ACHN: First within the Department/Division, then Division/Department, then the Facility and then throughout the Bureau of Health
- 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 herein above 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 the 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, and shall retain their right to recall only to their original position.

Section 5. Promotion and Shift 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. In assigning employees to a different regular shift, where no employee applies for the vacant shift assignment, the qualified employee in the classification and in the department or division with the least seniority shall be so assigned. In assigning employees to a different shift on a temporary basis, consideration shall be given to seniority and the employee's desires. Management agrees to interview all applicants from the bargaining unit who possess minimum qualifications to be considered for the open position. Any bargaining unit employee who submits a job bid but who does not, in the opinion of management, possess the minimum qualifications to perform the job shall receive a written notice that they shall

not be interviewed for this position.

Section 6. Promotion and Assignment: ACHN:

A. ACHN - Fantus

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 region and CCH (Hub facility), then the other Hub Facilities and ACHN, and finally the Bureau of Health before new employees are hired for the vacancy.

Employees in higher paying classifications may make application and will be considered by the Hospital for transfer to a lower paying classification. When an employee requests in writing a different regular assignment within his/her department and current job classification, a notation or record shall be kept by the department head. While these assignments within a department and classification are strictly the decision of management, consideration should be given whenever reasonably possible to senior employees desiring specific job assignments. The Hospital agrees to interview all qualified applicants from the bargaining unit and a response to an application shall be given 30 days after the application process closes. Grant positions will be posted the same as all other positions.

B. ACHN - Other than Fantus:

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 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 or transferred to another job within the represented unit may be returned by the County to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job.

An employees who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (6) six months thereafter.

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 Hospital, shall upon return to the represented unit be granted the seniority he/she would have had the employee continued to work in the classification from which promoted or transferred out of the unit. Upon such an employee's return to the represented unit, membership shall be in accordance with the provisions of Article I, Section 2, of this Agreement. An employee who is transferred into the represented unit, but who has not previously worked in the unit, shall be granted seniority equal to the length of most recent continuous employment at the Hospital, after ninety (90) calendar days and completion of any formal training period on the new job.

Section 9. Seniority List:

As soon as possible, the County will furnish the Union a list of showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall post 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. At least quarterly, the County on behalf of all Local Unions covered by this Agreement, shall notify LOCAL 73 HC in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. LOCAL 73 HC shall, upon request, receive such information on computer tapes, where available.

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 classification or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union at least 5 days in advance of any such transfers.

Section 12. Temporary Employees:

Bargaining unit positions shall not be filled by temporary employees for more than ninety (90) calendar days (120 days in the case of summer replacements) without being posted for bid under the applicable provisions of this agreement. Employees, including the employee temporarily filling the position, may submit a bid for the position. If the temporary employee is awarded the

job, his/her seniority shall be calculated from their original hire date. Nothing herein is intended to apply to the circumstances when a temporary employee is assigned to temporarily assume the position of a permanent employee who is off work for any reason.

Section 13. Job Posting:

The names of Employees awarded positions pursuant to this Article shall be posted on all bulletin boards where notices to employees are normally posted for a period of ten (10) working days from the effective date of the awarding of the position

**ARTICLE V
Rates of Pay**

Section 1. Job Classification:

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:

Non-compounded 2% bonus on wages earned from 12/01/01 through 05/31/02 for all employees in pay status on the date the County Board approves the agreement per past practice.

Effective with the first full pay period, on or after June 1, 2002	2.5%
Effective with the first full pay period, on or after December 1, 2002	2%
Effective with the first full pay period, on or after June 1, 2003	1%
Effective with the first full pay period, on or after December 1, 2003	3%

Section 2. New, Changed or Misclassification:

- A. During the term of this Agreement, the County may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The County may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee 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 forth coming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days after the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.
- The committee shall begin meeting each year to review Local Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be complete no later than June 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.
- D. Job descriptions will be provided to the Union upon request. The employer agrees to meet with the Union at the Union's request to discuss changes in job descriptions.

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. Promotions: An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that --
1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
 2. The new salary is not below the first step established for the grade to which the employee is promoted.

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 employees 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.

3. Reclassifications and upgrades for FY 1994 shall be implemented as specifically agreed and identified for LOCAL 73 HC during negotiations. Reclassifications and upgrades for FY 1995 shall be considered according to Sect. 2 par. c.

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. Weekend Differentials:

In addition, all Building Service Workers who act as "Floor Technicians" (stripping, waxing and buffing) shall be paid an additional twenty-five cents (\$.25) an hour for performing such duties. This provision will be extended to those Building Service Workers at Cermak, effective FPPA December 1, 1999.

Effective the first full pay period after 12/02/02, employees in the following job classifications working on a weekend will be paid a premium of \$.50 per hour for all weekend work: Certified Nursing Assistant, Attendant Patient Care. A weekend is defined as beginning at 12:01 a.m. Saturday.

Section 5. 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. All part-time employees shall be advanced one (1) step in grade as of the first pay period commencing after completion of the equivalent of the required service (specified in Appendix A) since their last advancement of a step or placement therein. Part-time employees regularly employed for less than twenty (20) hours a week shall not receive any shift differential, vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay and bereavement pay, whether provided for in this Agreement or any prior agreement or understanding. Part-time employees regularly employed for twenty (20) or more hours a week shall be entitled to such benefits 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
Presidents' Birthday	Fourth of July
Memorial Day	Columbus Day
Labor Day	Thanksgiving Day
Veteran's Day	Christmas Day
Martin Luther King's Birthday	

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, 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.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

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 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 on a rotated basis. 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 scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

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. An employee scheduled to work on a holiday that calls in sick shall be eligible for the paid holiday providing he or she brings in a doctor's statement.

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday unless the employee has a reasonable explanation for failing to report.

Section 6. 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. Floating Holiday:

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 5. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. A two (2) week notification will be required. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to holiday pay pursuant to Article VI, Section 6.

**ARTICLE VII
Vacations**

Section 1. Eligibility:

Vacation credit shall be earned each month that during which the employee is in an active pay status for at least eighty (80) straight-time hours. The amount of annual paid vacation will be according 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 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 four (4) months prior to the time the vacation is taken. Employees so assigned to evening or 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 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 by 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 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 a schedule thereof will be posted no later than (10) days prior to April 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. Requests for emergency vacation are not to be denied solely in order to place employees in "O" status as a punitive measure.

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 toward premiums. Effective 12/01/2000, employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one-half

percent (½%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. 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 HC. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- 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. HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription program. Effective 12/01/02, there will be mail order prescription drug co-pays of \$5.00 for generic drugs and \$10.00 for brand name drugs.
- E. Effective 12/01/02, employees enrolled in the County's HMO health benefits plan will have a \$3.00 (three dollar) office visit co-pay.

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) work days. Sick pay may be accumulated to a maximum of one hundred 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 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.

Section 3. Attendance:

Cook County Hospital has drafted an attendance policy which will apply to all hospital employees. It is understood and agreed that County Hospital representatives will meet with representatives of the Union within thirty (30) days after ratification of the new collective bargaining agreement to bargain its impact on the Union membership.

Effective upon ratification of the Collective Bargaining agreement, the twenty-four hour notice requirement is eliminated. An employee prevented from working because of the employee's illness or in the employee's immediate family shall be entitled to receive sick pay.

In no event shall employees be disciplined for the bona fide use of sick time. In conformance with Article XII of the collective bargaining agreement, discipline shall only be imposed for just cause and shall be timely and progressive.

Section 4. 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 shall be paid Total Temporary Disability Benefits pursuant to the Workers Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees

who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 5. 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 6. 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 7. Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8. 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 9. 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 10. 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 11. Insurance Opt-Out:

Effective 12/01/99, the Employer agrees to pay \$800.00/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 health care coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of

a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative health care coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 12. Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This section shall not be construed to diminish the provisions of Section 1A, B, C or D of this Article.

**ARTICLE IX
Additional Benefits**

Section 1. Bereavement Pay:

In the event of death in the immediate family (as defined below), an employee who has completed the probationary period shall be granted an excused absence in the following manner:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father, husband/wife, significant other, child (including step children and foster children), brothers/sisters, grandchildren, grandparents, spouse's parents and such people who have reared the employee.
- B. Any of the days between the date of death and the 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. Any additional time needed in the event of bereavement may be taken as emergency vacation.
- C. 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.
- D. To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased, proof of residence in the employee's household or attendance at the funeral.

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) work days prior to the election.

Section 4. Education and Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

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

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 HC bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000.00) for all SEIU Local 73 HC bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than two hundred (\$200.00) dollars in a fiscal year.

**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 of 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 the anniversary date.

Section 2. Sick Leave and Family Responsibility 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 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 a leave of absence. An employee on a leave of absence except for maternity, paternity leave or "FMLA" 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 payment 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. Educational Leave:

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

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 designee. All grievances shall be in writing and contain a statement of the facts, the provision(s) of this Agreement which the Employer is alleged to have violated, and the relief requested.

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 four either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the County may be initiated at Step 3 by a Union representative.

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	Immediate Supervisor	10 days	10 days
2	10 days	Hospital Director/ Designee	10 days	10 days
3	10 days	Director, Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 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. If the Employer fails to respond within the time limits, the grievant and/or the Union shall have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

There shall be strict adherence to time limits described within the grievance procedure by both employer and employee and/or Union. Time extensions may be granted upon mutual agreement and shall be in writing.

Section 6. Stewards:

The Union will advise the County in writing of the names of the Chief Stewards and/or 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, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward 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.

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.

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

The Union will provide the County, in writing, with the names of the stewards in each department of or area agreed upon with the County and shall notify the County promptly of any changes. Upon

permitted to handle grievances referred by employees at the appropriate steps of the Grievance Procedure during normal working 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 parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. 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. If the two parties fail to reach agreement on an Arbitrator within ten (10) days, the County and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation service to provide a panel of arbitrators. Each of the two parties will confer within 7 days of receipt of the panel to alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. 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.

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.

Section 10. Grievance Training Program:

The County agrees to develop and implement a training program for supervisors, managers and hearing officers in the handling and processing of grievances. The Chief of Cook County Bureau of Health Services will issue a memorandum to supervisors, managers and hearing officers regarding fair and equitable treatment in the processing of grievances.

Section 11. Right to Representation:

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

**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 participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed.

Section 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 procedures 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.

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

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

Section 2. Safety, Work Environment and Health:

- A. **General:** The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 2 below.
- B. **Health and Safety Committee:** The Employers and LOCAL 73 HC shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and

needed to assure that issues are adequately addressed.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting. The County will agree to jointly request with LOCAL 73 HC that the Sheriff of Cook County provide additional surveillance at Cook County Hospital.

Within a reasonable period of time after the effective date of this agreement, the parties agree to meet to establish the composition and operation of the committee(s).

- C. **Video Display Terminals:** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

The Employers agree that employees who operate VDT's will be granted 15 minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two 15 minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDT's may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Employee complaints about CRT/VDT screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the employer will provide glare screens.

- D. **Communicable Diseases:** The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

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. Permission to post shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the 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. Personnel Files:

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. When management utilizes a supervisor's departmental files for consideration in discipline, promotion, transfer, or layoff, the Union shall be notified of this matter and the Union and/or employee shall have the right of access, inspection and to copy any Departmental/Supervisor file which is utilized in the above mentioned considerations.

Section 9. 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 an interview.

Section 10. 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 four (4) 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 11. Dignity and Respect:

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

Section 12. Day Care:

A Day Care Committee composed of a mutually agreed upon equal number of Union and County representatives shall meet to study the feasibility of establishing day care centers for the dependents of employees of the County. This Committee will meet at the request of the Union, within sixty days after ratification of the Collective Bargaining Agreement.

Section 13. Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the rate of .31 cents per mile in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by County Policy.

Section 14. Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 15. Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights

of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this section shall require the employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 16. Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional \$50 per month.

Section 17. Welfare Recipients/Participants in Welfare to Work Initiatives:

- A. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten Building Service Workers and five welfare recipients and participants in welfare to work initiatives, and two Building Service Workers retire, the Employer will not replace the two regular vacant positions with two additional welfare recipients and participants in welfare to work initiatives raising their number to seven. This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.
- B. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
- C. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
- D. The Union will be notified when the County determines to use welfare recipients and participants in welfare to work initiatives.

Section 18. Parking at Cook County Hospital:

The Employer and the Union agree to participate in a committee to study the issue of parking spots at Cook County Hospital. The Director of Human Resources will serve as one of the representatives for the hospital.

Section 19. Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, deductions for the LOCAL 73 HC Credit Union or the County's Pay Saver Credit Union.

Section 20. Distribution of Workload:

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 unit in consideration 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 21. Core Health Center:

Employees assigned to Cook County Hospital who are required to work at the Core Center shall be paid an additional \$.50 an hour up to a maximum of three (3) hours while working at the Core Center.

**ARTICLE XIV
Discipline**

Section 1. General:

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. It is understood that all disciplines below suspension shall be discarded after one (1) calendar year if the employee has not received additional discipline for the same or similar offense.

A pre-disciplinary meeting for suspensions and discharges shall be held. The Employer shall notify the Union and the employee of a pre-disciplinary meeting and the reason for same and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting the employee and/or the union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled in a timely manner. In the event, the Union's representative or designee does not respond to scheduling of such hearing, the employee may be disciplined accordingly.

Section 2. Form of Discipline:

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

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

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

Section 3. Training:

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

**ARTICLE XV
Duration**

Section 1. Term:

This Agreement shall become effective on December 1, 2001, and shall remain in effect through November 30, 2004. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Section 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 Chief, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 309 West Washington, Suite 250, Chicago, Illinois 60606. Either party may, by like written notice, change the address to which notice to it shall be given.

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 500
Chicago, IL 60602
2. Sheriff
Daley Center - Room 704
Chicago, IL 60602
3. Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

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

LOCAL 73 HC - SEIU
Service Employees International Union
309 West Washington, Suite 250
Chicago, IL 60602

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

Signed and entered into this 19th day of November 2002.

COUNTY OF COOK:

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

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

UNION: LOCAL 73 HC, Service Employee International Union, S.E.I.U., AFL-CIO-CLC

By: Pia Davis
PIA DAVIS, President

APPROVED BY BOARD
COUNTY COMMISSIONERS
NOV 19 2002

APPENDIX A
LOCAL 73- Health/Services

<u>Job Code</u>	<u>Grade</u>	<u>Title</u>
2437	CB	Elevator Operator
1889		Laboratory Aide
1030		Messenger
1242		Storekeeper/Supply Clerk
0912	CC	Administrative Aide
1895		Animal Caretaker
2132		Food Service Worker
1892		Laboratory Assistant
2172		Laundry Worker
1880		Morgue Keeper
1921		Occupational Therapy Aide
1967		Transporter
1961	CD	Attendant Patient Care
0927	CE	Administrative Aide (CCU)
0990		Darkroom Assistant
1899		Pathologist Assistant
1934		Physical Therapy Aide
2160		Power Machine Operator
1968		Scheduler/Dispatcher
1240		Storekeeper Leadman
0908		Ward Clerk
1915		X-Ray Technician Aide
2147	CF	Building Service Worker
2146	CG	Building Service Leader
2441		Storekeeper Leader (CCU)
2126	CK	Baker
2127		Butcher
2123		Cook