

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LOCAL 73 SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.) AFL-CIO**

AND

**COUNTY OF COOK/COOK COUNTY CLERK
(AS JOINT EMPLOYERS)**

Administrative Support Staff

December 1, 2020 through November 30, 2024

Effective upon Approval by the Cook County Board of Commissioners

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PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Cook County Clerk of Cook County, joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local 73 Service Employees International Union (SEIU), AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I Recognition

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement but excluding all confidential employees, supervisors, managers, seasonal employees, and personnel department employees.

Section 1.2 Union Membership:

The Employer 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 they timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3 Dues Check-off:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents (5¢) for making each such deduction.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full period on or after the effective date.

The parties acknowledge and agree that the phrase "written authorization" as provided in this Agreement include authorizations created and maintained by use of electronic records and electronic signatures consistent with State and federal law.

Section 1.4 S.E.I.U. COPE:

1. The Union has established a political action committee which is called S.E.I.U. COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.
2. The Employer agrees to deduct from the pay of those members who individually request it voluntary contributions to the SEIU Local 73 COPE Fund.

The Union shall notify the Employer of the per pay period amount that is to be deducted. Such amounts shall be remitted to the Union every pay period.

Section 1.5 Fair Share:

1. The Employer 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 Employer that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) 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 and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the Bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.6 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their "Fair Share" of union dues, as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set for the in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.7 Indemnification:

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

Section 1.8 Neutrality:

If the Union seeks to represent a group of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Labor Relations Act and Illinois Local/State Labor Relations Board.

**ARTICLE II
Employer Authority**

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and the ordinances of the Board of Commissioners of Cook County, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law; and further provided that where an ordinance of the Board of Commissioners of Cook County adopted after the date on which this Agreement is adopted by the Board of Commissioners is inconsistent with any specific and express term of this Agreement shall control with respect to employees covered by this Agreement, to the extent permitted by law.

Section 2.2 Employer Obligations:

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

ARTICLE III

Union and Employer Cooperation

Section 3.1 Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet at least once every other month (6 times per year) (or more frequently if agreed to by the parties) through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than six (6) representatives per meeting for this purpose, additionally Union staff representatives may attend. The Union shall be responsible for preparing and circulating an agenda for each meeting no later than six (6) days in advance of the scheduled meeting. In the event no agenda is circulated in compliance with this provision, it will be considered that there are no items to discuss and the meeting will not go forward.

Subjects for discussion by the parties include: employment training and education (including cross-training of employees to perform multiple job functions), development of career ladders and equitable employment opportunity structures, reclassifications of existing jobs and establishment of new job classifications, job safety and health issues (including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting), and employee day care.

Section 3.2 Union and Employer Meetings on Career Development:

As part of the agenda of the Labor Management Committee, meetings will be held periodically to discuss employee training and education as well as job classifications. The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish these goals through labor management meetings. This committee will meet quarterly to discuss cross training and forming career ladders for the clerk's office. The intent is to give every employee an opportunity for cross training as operational necessity

The committee shall review all training programs, their implementation and application to bargaining unit Clerk employees. The committee shall discuss cross training opportunities for every employee in each department throughout the Clerk's office. The intent herein is to give every employee an opportunity for cross training as possible. Each department will keep a record of who and when employees are cross trained in their respective departments.

The Labor Management Committee shall evaluate, discuss and recommend reclassifications and upgrades to the Clerk. The Labor Management Committee may also make recommendations to the Clerk and the County concerning courses and in-service training to enhance career opportunities for employees in the bargaining unit.

The parties shall include on the agenda of the Labor Management Committee discussion of current job titles and pay grades of bargaining unit employees. The Committee shall also meet each year to review 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 1st 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 Committee will submit its 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.

Section 3.3 Union and Employer Meetings on Health and Safety:

The Employer and Union will discuss health and safety issues as part of the agenda of the Labor Management Committee. The parties shall also establish joint subcommittees, as needed, by work location. The Cook County Clerk's office will also participate in any County-wide committee established to address health and safety issues. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as 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.

Section 3.4 Dignity and Respect:

The Employer and the Union agree to promote a professional working atmosphere. The parties agree to act at all times in such manner as to assure proper dignity and mutual respect so as to maintain and encourage the professional character and standing of all employees for the Employer.

Labor and Management agree to meet as necessary for the purpose of resolving concerns of this nature, prior to using any other dispute resolution mechanism.

**ARTICLE IV
Hours of Work and Overtime**

Section 4.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for determining employees' work schedules and as a basis for calculating overtime pay, and shall not be construed as a guarantee of work per day or days per week or pay in lieu thereof, nor as a limitation upon the maximum hours per day or per week which may be required.

Section 4.2 Regular Work Periods:

1. The regular work day for a full-time employee shall consist of eight (8) consecutive hours within the twenty four (24) hour period beginning at their scheduled starting time.

2. The length of paid lunch periods and breaks presently granted by each department shall remain in effect.
3. Employees shall be paid once every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

Section 4.3 Overtime and/or Compensatory Time:

1. Overtime will be voluntary to the extent possible. Employees may be assigned overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal working hours, or because of an abnormal peak load in the activities of a division.
2. An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate for all hours worked in excess of eight (8) hours in any regular work day, or over forty (40) hours in any regular work week. An employee's time spent on FMLA (paid benefit time) shall not count towards overtime eligibility. Hours in pay status, with the exception of sick time, shall count as time worked in computing overtime.
3. Employees shall receive payment for overtime worked within thirty (30) days following the pay-period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
4. Overtime may be compensated by compensatory time, only under the following circumstances:
 - a. Where the employee request compensatory time in lieu of salary and the Division Director agrees to payment in this fashion. All denials will be accompanied by an explanation;
 - b. Where the Division Director determines that the overtime work is necessary and there are insufficient budgeted funds to pay for the work in salary. The Union will be notified in advance of the lack of budgeted funds and the measures that the Employer is taking to supplement the overtime budget;
 - c. Use of compensatory time will be granted provided a reasonable notice has been given and provided that the grant of compensatory time will not cause an unreasonable burden on the Employer's ability to provide services to the public during the period of the request of compensatory time. Employees will be allowed to use compensatory time in no less than two (2) hour increments.
5. Where an employee is paid for overtime work by the grant of compensatory time, the following rules governing usage of compensatory time shall apply;
 - a. Employees may accumulate up to a maximum of one hundred and twenty (120) hours of compensatory time;

- b. Employees who request use of accumulated compensatory time will be allowed to use all or any part of such time provided that the request for use of such time is made within a reasonable period prior to the date on which the time is to be used.

The Employee may store up to eight (8) hours of compensatory time to use at their discretion. The provisions governing use of vacation time shall control with respect to use of accumulated compensatory time;

- c. Use of compensatory time will be granted in no less than one (1) hour increments provided a reasonable notice has been given and provided that the grant of compensatory time will not cause an unreasonable burden on the Employer's ability to provide services to the public during the period of the request for use of compensatory time;
 - d. Upon termination of employment, an employee with accumulated compensatory time will be entitled to receive payment for that time at the hourly rate they are earning at the time of termination.
 - e. During the Election cycle and other peak periods when it is not practical for employees to use their accumulated compensatory time by the specified time limits, employees will be allowed to carry over their compensatory time. The Employer shall keep accurate records for all compensatory time.
6. Each division shall record hours worked for each employee eligible for overtime payments. Division directors are responsible for the correct computation of straight time and overtime hours due an employee, but the ultimate decision regarding correct computation of time will remain with the Director of Human Resources or their designee.

Section 4.4 Request for the Use of Compensatory Time Off:

All bargaining unit members who have accrued compensatory time off and who has made an oral or written request to their department head to use all or some of their accrued compensatory time off shall be permitted to use such time off within a reasonable period after making the request.

Section 4.5 Time Limits the Use of Compensatory Time Off:

All compensatory time due will be used within a 12-month calendar year from the day it was earned or as operational needs.

Section 4.6 Cash Payments for Unused Compensatory time Off:

Cash payments for accrued compensatory time off shall be paid at the rate of time and one-half earned by the employee at the time the employee receives such payment.

Upon termination of employment, an employee shall be paid for unused compensatory time off at a rate of compensation not less than:

- a. The average regular rate received by such employee during the last three (3) years of the employee's employment; or

- b. The final regular rate received by such employee, whichever is higher

Section 4.7 Overtime Work Distribution:

The Employer will attempt to assign overtime work to the employees who are immediately available when the need for overtime arises and who normally and customarily perform the work involved, except that in cases of emergency, the Employer may assign the overtime work to any employees immediately available.

In situations where the overtime in a division is abnormal due to the workload in that division, overtime opportunities may be offered to employees outside the division and primary grade where work is available. It is the intention of the parties that the same primary grade within a department or division, and in the case of abnormal workload, equitably throughout the workforce among those employees wishing to perform overtime work.

Where overtime opportunities are available either within a division or office-wide due to planned extra work during periods of abnormal work load, the availability of such overtime opportunities will be posted at least two (2) weeks in advance. Employees who wish to work this planned overtime may sign-up for one (1) week following the posting. Overtime will then be assigned according to the provision set forth herein.

Where two (2) or more employees express an interest in working overtime during a planned extra work period, employees shall be selected for the overtime opportunity based upon their skill and ability to perform the work. Where skill and ability are equal, overtime work will be assigned first to the more senior employee. Overtime available pursuant to this provision will be offered to regular employees in the division in which the overtime is available before being offered to seasonal workers.

If the Employer is unable to recruit sufficient employees for overtime under the provisions of this Article, employees may be required to work overtime based upon skill and ability to perform the work involved efficiently and effectively. In assigning overtime under this paragraph, the least senior employee who can perform the work involved will be selected first. The Employer shall use its best efforts to only utilize mandatory overtime as a last resort if there are not enough volunteers from among regular employees in the division or seasonal employees, or, solely with respect to large scale overtime projects (e.g., records exams, data entry, kitting), qualified employees from other divisions in the Clerk's Office available to perform the work. Qualified employees from other divisions in the Clerk's Office shall be defined as employees who have either been trained to or previously performed the work where the overtime is needed. In cases where the large scale overtime projects involve work that is entry level (e.g., counting or inventorying supplies, moving boxes, or opening mail), any employee shall be considered qualified. With respect to overtime work which may be offered to qualified employees as defined and outlined in this provision, commuting time or travel expenses as a result of commuting are not compensable. Nothing in this provision will exempt or exclude qualified employees from other divisions on the Clerk's Office from any requirements to seek or obtain approval to volunteer and/or work overtime.

Whether an employee volunteers for overtime or is assigned overtime, and they fail to report for duty, they will be subject to disciplinary action unless extenuating circumstances exist that are of an emergency nature and are documented. Employees must call in according to standard office procedures.

Section 4.8 Eligibility for Voluntary Overtime:

Employees shall be eligible to volunteer for planned overtime opportunities as set forth in Section 4.4 of this Article. Abuses of sick leave effecting eligibility will be handled on a case-by-case basis.

Section 4.9 Flextime:

Requests by employees for flextime schedules will be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and their supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner. All agreements reached regarding flextime schedules will be reduced to writing and signed by the employee, their supervisor, the Division Director and the Director of Human Resources. The flextime schedule will become effective upon verbal approval by the Division Director and will remain the employee's regular scheduled hours of work unless disapproved by the Director of Human Resources or until the schedule is changed or eliminated.

Section 4.10 Call Back Pay:

Any employee who leaves work and is then called back or scheduled to work within that same twenty-four (24) hour period for other than their regularly scheduled work time will be paid time and a half (1½) for all hours worked after the first eight (8).

Section 4.11 Stand-by Pay:

Any employee who leaves work and is required to stay on call to report to work shall be paid a minimum of four (4) hours at their regular straight time hourly rate regardless of whether they work again within that twenty-four (24) hour period. If the employee is called in to work, they shall be paid only for all hours actually worked at the applicable straight time or overtime rate.

Section 4.12 Lunch and Breaks During Overtime Periods:

Employees working overtime shall receive a fifteen (15) minute break after four (4) hours of overtime work. Employees assigned to work overtime for a continuous period of six (6) hours or more beyond their regular work day shall be granted a one (1) hour lunch in addition to their fifteen (15) minute break.

ARTICLE V
Seniority

Section 5.1 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

just cause 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 their most recent hire.

Section 5.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Clerk of Cook County since their last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4. Seniority for such part-time employees shall be pro-rated. In the event employees are hired on the same day, the lowest employee number would be most senior.

Section 5.3 Promotion, Transfers:

In order to be selected for a position within the bargaining units in the Clerk's Office, applicants shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position: ability, education (or equivalent experience), other qualifications or characteristics of the candidate and work history. Seniority shall govern the selection among relatively equal bidders.

The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this Agreement.

In this regard, the Employer has an affirmative action program in effect which establishes hiring and promotional goals for classes of persons under represented in its workforce. As part of its process regarding hiring and promotional decisions the Employer is committed to ensuring that appropriate consideration is taken of factors like race, gender, age, disability status and ethnic origin to the extent permitted by law. Consistent with this goal, the parties agree that in all decisions regarding promotion, the Employer may consider factors like race, age, gender, disability status, or ethnic origin of a candidate as an element in its decisional process, provided that the above-listed factors shall not be the determinative basis for selecting employees for promotion.

In order to be selected for a position, applicant shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position, ability, education (or equivalent experience), other qualifications or characteristics of the candidate and work history. Seniority shall govern the selection among relatively equal bidders.

If there are no qualified bidders from within the bargaining units for a bargaining unit position in the County Clerk's Office, then the vacant position will be made available to bidders in other represented SEIU Local 73 bargaining units within Cook County to apply prior to offering the bargaining unit position to any external applicants. Bidders in other represented SEIU Local 73 bargaining units within Cook County that apply and meet the minimum qualifications will be given preferential consideration. Preferential consideration in this context will mean that Cook County SEIU Local 73 membership will be treated as a preferred qualification being possessed by the candidate.

Employees who are awarded the new position shall move to their new position as soon as possible thereafter.

Discipline below suspension will not be used against an employee after one (1) year where promotions and reclassifications are being considered. Suspensions will not be used after eighteen (18) months in considering promotions or reclassifications.

Section 5.4 Reduction in Work Force, Layoff and Recall:

Employees and the Union shall be given written notice of any reduction in force at least thirty (30) days prior, to the proposed effective date of the reduction in force, with the exception of layoffs for five (5) days or less, and except in a bona fide emergency. The Employer shall meet with the Union (upon request) to discuss alternatives to a potential reduction in force as soon as feasibly possible following a request to meet for this purpose.

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a division or unit of a division, the following procedure will be utilized:

1. The Employer will determine the number of positions to be reduced within each classification;
2. The Employer will examine the ability and other qualifications or characteristics of the candidate and their work history;
3. Provided that the employees are relatively equal, seniority as defined in Section 2 shall prevail in determining the employee or employees who will be laid off.
4. An employee subject to layoff will be placed in any vacant position for which they are qualified or may replace an employee who has not completed their probationary period or is a temporary employee in a position for which the employee subject to layoff is qualified. In addition, an employee in a position to be eliminated may bump any junior employee within their division in any position within the same or lower grade provided that their skill and ability to perform the job is equal to or greater than the junior employee who would be bumped.
5. The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this Agreement. In this regard, the Employer has endeavored in its hiring and promotion decisions to ensure that appropriate consideration is taken of factors like economic background, experience working with culturally diverse populations, race, gender, age, disability status and ethnic origin in all decisions affecting the workforce, to the extent permitted by law. Consistent with this goal, the parties agree that in all decisions regarding layoff and recall, the Employer may consider diversity of the remaining workforce as an element in its decisional process, provided that the above-listed factors shall not be the determinative basis for selecting employees for layoff and provided further that the Employer will not attempt in its layoff decisions to maintain a precise mathematical balance of the existing percentages of employees in the workforce prior to the layoff.

Employees will be recalled to work in inverse order of layoff under this provision before any new employees are hired within their classification. Employees placed on layoff shall be entitled to recall for a period of one (1) year following the date of layoff.

Section 5.5 Promotion and Shift Assignment:

Should the Employer begin an additional shift of work or provide services at a new or different location, employees in the affected division shall be given first choice by seniority within the same classification to accept a different shift or new or different location. In the event that there are insufficient volunteers for the additional shift or assignment at a new or different location, the Employer may assign employees within the same classification in inverse order of seniority to the newly created shift or assignment at a new or different location.

When a vacancy occurs within a division that the Office intends to fill, and that vacancy has a different shift time or location than other employees of the same division and classification, the employees within the same division and classification as the vacancy shall be given an opportunity to transfer to the different shift or work location prior to the position being posted in accordance with Section 5.10. Opportunities shall be offered to employees by seniority.

Section 5.6 Return to Former Job:

An employee who has been promoted or transferred to a different job within the bargaining unit may be returned to their former job or an equivalent position within thirty (30) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. Prior to any such return, the employee shall be given a reasonable amount of training in order to perform the job in an adequate manner, as determined by the Employer.

An employee who has accepted a different job within the bargaining unit may ask to return to their former job within fifteen (15) days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to their former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 5.7 Termination of Seniority:

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

- Resignation or retirement;
- Discharge for Just Cause, including but not limited to the following:
 1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation acceptable to the Employer for not furnishing such notification;
 2. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;

3. Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty-four (24) months in the case of an employees, with one (1) or more years of service, or thirty six (36) months in the case of an employee with seven (7) years or more of service when the absence began, 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;
4. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Department Personnel Office;
5. Engaging in gainful employment while on authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

Section 5.8 Transfer of Stewards:

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

Section 5.9 Seniority List:

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

The County shall notify Local 73 in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, check-off revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

Section 5.10 Job Posting:

When job openings or vacancies occur within the bargaining unit in a particular department, or when new positions are created, the Clerk shall post a notice on all bulletin boards where notices to employees are normally posted. The posting shall include the following information: job classification and grade, department and section where the job is located, salary range, name of immediate supervisor and division head. A copy of the job description shall be attached to the posting. These postings will be for a period of ten (10) working days.

Interview for the positions shall be held within a reasonable time of the last day of posting. Insofar as is practicable, the positions shall be filled within sixty (60) days of the last interview.

Employees within the division where the vacancy occurs will be given preferential consideration for promotion to a higher paying position in accordance with Section 5.3. Employees in equal or lower paying grades in other departments or divisions who apply for the vacancy will be given preferential consideration in accordance with Section 5.3 before new employees are hired. Employees who are awarded the new position shall move to their new position within thirty (30) days after the job has been awarded.

All awards shall be posted on bulletin boards, where notices to employees are normally posted.

Section 5.11 Return to Represented Unit:

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

Section 5.12 Newly Certified Positions:

Upon notification from the Union to the Employer and its human resources director, the Employer agrees to meet with the Union within 60 days thereafter to discuss the placement of newly certified bargaining unit positions on a wage scale.

ARTICLE VI
Rates of Pay

Section 6.1 Job Classifications:

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

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

:¹

- A. The entry step which is approximately 10% lower than the previous entry step on all scales shall be removed from each of the wage scales. Any current employee on that step shall be placed on the next step which shall be the new entry step on each scale.
- B. General Wage Increases and non-compounding lump sum payments:
 - a. 6/1/21 – 1.5% across-the-board and upon ratification, \$2000 lump sum, non-compounding

¹ The value of the steps on the wage scale are the subject of an interest arbitration. The arbitrator's award will be added to the Agreement when it is issued

- b. 6/1/22 – 2.5% across-the-board increase
 - c. 12/1/22 - \$1000 lump sum, non-compounding bonus
 - d. 6/1/23 – 2.5% across-the-board increase
 - e. 6/1/24 – 2% across-the-board increase
- C. Pandemic Pay – Upon Ratification, one thousand dollars (\$1,000.00) for all bargaining unit members who qualify pursuant to guidelines of the American Rescue Plan Act
- D.

Section 6.2 New, Changed or Misclassifications:

1. During the term of this Agreement, the Employer 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. In the event a new classification is placed in the bargaining unit for any reason, the County and the Union agree to meet and bargain the terms and conditions of employment for that new classification, including rates of pay, work rules, etc., within thirty (30) days of their inclusion in the bargaining unit. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set terms and conditions of employment, including 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 Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
2. An employee also may request that their 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 recommend to the Clerk that this reclassification request be included in the forthcoming departmental budget request. The Employer shall discuss any reclassifications with the Union prior to implementation.

Section 6.3 Classification and Grade Change:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

1. **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-

 - a. The new salary does not exceed the maximum established for the grade to which the employee is promoted.

- b. The new salary is not below the first step established for the grade to which the employee is promoted.

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

2. **Reclassification:**

- a. 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 of the lower classification, the employee shall be entitled to further step advancement.

- b. 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. **Demotions:**

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

- a. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
- b. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

4. **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 6.4 Job Descriptions:

Job descriptions for each position in the bargaining unit shall be maintained in the Employer's offices and shall be given to each current employee upon request and to each new employee when they assume the position. Where possible and available the Employer shall supplement such job description with existing internal job descriptions.

Section 6.5 Direct Deposit:

The Employer will continue to participate in the direct deposit program offered by Cook County as long as the County offers it, with direct deposit available to the bank of the employee's choice if that receiving bank is capable of receiving direct deposit. If a regular payday falls on a holiday, the Employer will make arrangements so that employees will have an opportunity to obtain their checks on the workday prior to the holiday. The parties recognize that even if such checks are distributed early they may still bear the date of the regular payday.

Section 6.6 Advanced Step Hiring:

In hiring at an advanced step, credit shall be given on a uniform basis for prior experience in the classification for which hires up to the longevity step. A newly hired employee cannot be paid more than a current employee with comparable relevant years of professional experience and/or licensure or certification.

ARTICLE VII
Holidays

Section 7.1 Designation of Holidays:

- A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit.
1. New Year's Day - January 1
 2. Martin Luther King's Birthday - Third Monday in January
 3. Lincoln's Birthday - February 12
 4. Washington's Birthday - Third Monday in February
 5. Casimir Pulaski Day - First Monday in March
 6. Memorial Day - Last Monday in May
 7. Juneteenth Day – June 19th
 8. Independence Day - July 4
 9. Labor Day - First Monday in September
 10. Indigenous Peoples' Day - Second Monday in October
 11. Veteran's Day - November 11
 12. Thanksgiving Day - Fourth Thursday in November
 13. Christmas Day - December 25

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

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year, which may be scheduled in accordance

with the procedures for vacation selection set forth in Article VIII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use their floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.

Section 7.2 Eligibility:

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

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

Section 7.3 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 time.

Section 7.4 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.

**ARTICLE VIII
Vacations**

Section 8.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section 8.1, Paragraph E, shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 6 th 15 working days	10 working days 7th thru 14 th	20 working days 30 working days
20 working days	15th thru	40 working day

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

Section 8.2 Vacation Preference and Scheduling:

Insofar as practicable vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis, except for requests made between December 1st and December 15th for the following calendar year.

Where two (2) or more employees in the same department performing the same job request vacation during the same calendar period and all employees cannot be released at the same time, then the vacation requests shall be granted in order of the employee's seniority.

Employees can request their vacation time beginning on December 1st of each year for any time off to occur between January 1st through December 31st of the following calendar year. Management will review and approve the requests on or before December 22 of each year. All requests made need to be submitted by December 15th through the time keeping or request system then in use by the County or Clerk's Office.

Employees who have not bid on a vacation period(s), who have not received their bid period, or who have additional vacation time beyond the period for which they have submitted a bid, may submit an additional request for use of vacation time. Requests for vacation time shall be made no later than one (1) week prior to the date on which the leave is to be taken. Vacation leave will not be unreasonably denied; provided, however, that an employee may be denied use of vacation time if other employees in the same department will be absent on the day or days of the requested leave and the employee requesting use of vacation time cannot be released at the same time. Employer will use best efforts to approve vacation requests within five (5) working days of receiving the request.

Insofar as practicable, once an employee's vacation has been granted, the Employer may not cancel that vacation unless the employee voluntarily agrees to forgo the vacation or the Employer determines, due to unforeseen operational needs at the time their vacation was awarded, that the employee's services are needed at the time of the scheduled vacation. In the event, that such unforeseen operational needs arise, the Employer will give the employee as much advance notice as possible under the circumstances and the employee will be given an opportunity to select the next available vacation opportunity which does not conflict with the Employer's operational needs. An employee's vacation leave will only be canceled if the Employer determines, after a discussion with the affected employee (and their union representative, if such representation is requested by the employee) that there is no feasible alternative that meets the operational needs of the Employer.

Section 8.3 Vacation Request:

All vacation requests shall be in writing on a document created by the Employer. Where vacation request conflict, (more than two employee requests on the same date) the Employer shall consider such factors such as departmental seniority, staffing requirements and previously leaves received or vacation taken.

**ARTICLE IX
Health and Welfare Benefits**

Section 9.1 Hospitalization Insurance:²

The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C	12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$15/\$30/\$50
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary aggregate increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

Section 9.2 Sick Leave:

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

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

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

² The tentative agreement includes increases in employee contributions as a percentage of pay effective 12/1/2022 and 12/1/2023 which shall be added to the final draft of this Agreement and an increase in maximum Out-of-Pocket for the PPO and an increase in ER co-pays.

Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated. Severance of employment terminates all rights for the compensation hereunder.

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

- E. If, in the opinion of the Clerk/Designee the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine their vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.
- G. Employees will not be subjected to discipline for bona fide sick absence so long as the employee has the accumulated sick time.

Section 9.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid total temporary disability benefits pursuant to the 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 the 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 use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. otherwise. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State Law.

Section 9.4 Life Insurance:

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

Section 9.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers' Annuity and Benefit Fund -- Counties Over 500,000 Inhabitants (40 ILCS 5/9-101 et seq.).

Section 9.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 9.7 Vision Plan:

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

Section 9.8 Hospitalization -- New Hires:

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

Section 9.9 Flexible Benefits Plan:

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

Section 9.10 Insurance Claims:

A dispute between an employee (or their 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 1(A), (B), (C) or (D) of this Article.

Section 9.11 Confidentiality of Wellness Program:

Health information will be kept confidential, Personal health information may only be used and disclosed as permitted by applicable law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health information may be disclosed to the screening agent, and to the employee acting as health plan sponsor for program administration purposes only as permitted by HIPAA. Program administration purposes may include offering and

determining eligibility for Program Incentives. The RFP for wellness vendors shall maximize the confidentiality of patient medical records and other privacy and confidentiality issues.

Section 9.12 Insurance Coverage:

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

**ARTICLE X
Additional Benefits**

Section 10.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, domestic partner, spouse's parents and such people who have reared the employee. Where death occurs and the funeral is to be held outside of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) normal days pay.
- B. Any additional time needed in the event of bereavement may be granted consistent with the operating needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pays as described herein shall be allowed, and such days will not be counted as vacation.
- D. To qualify for pay as provided herein an employee will provide management with proof of attendance at funeral, relationship and/or residence in household. The Employee shall have to submit one of the following as proof to the Employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, Obituary or a Certificate of Death.

Section 10.2 Jury Duty:

In the event an employee is summoned for jury duty, which includes required reporting for jury service 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.

In order to qualify for jury pay, the employee must notify their immediate supervisor of the date(s) of jury duty upon receipt of the summons. Upon return to work after completion of jury

duty, the employee will endorse their check for payment for jury duty to the County and will be paid the regular straight-time earnings for that day. If the employee fails to endorse the check to the County, they will not be entitled to pay under this section.

Section 10.3 Family Responsibility Leave:

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

Section 10.4 Election Day:

An employee who is a registered voter will receive two (2) hours' time off without pay during their regular work day so that they may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with their supervisor at least five (5) work days prior to the election.

Section 10.5 Personal Days:

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

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

If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave. Personal days may be used consecutively if approved by the supervisor.

Upon severance of employment, the employee shall be entitled to pay for all accumulated personal days.

ARTICLE XI
Leaves of Absence

Section 11.1 Regular Leave:

Regular leave shall be intended to take care of emergency and extra-ordinary situations which are not covered under Sick Leave or Family Responsibility Leave or other specified leave sections within this Agreement.

An employee desiring a leave of absence shall make written application to their immediate supervisor, who will then refer the application to the Employer. If approved by the Employer, the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires to return to the same or comparable position at the time the leave was granted.

Section 11.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 11.3 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave as covered in Article IX Section 9.3 leave will be required to pay the cost of the insurance benefits provided in Article in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan

Section 11.4 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated, or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences, conventions and Stewards training related to the Union, not to exceed ten (10) work days per calendar year. Sick pay, vacation and insurance benefits will be provided as set forth in Section 11.3 of this Article, provided that it will not seriously affect the performance of the office.

Section 11.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws.

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

Section 11.6 Veterans' Conventions:

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

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 11.7 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 11.8 School Conference and Activity Leave:

The Employer must grant an employee unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Act 820 ILCS 147/1 et seq.

Section 11.9 Use of Benefit Time:

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

Section 11.10 Parental Leave:

Upon execution of the Collective Bargaining Agreement, Employees shall be eligible for paid Parental Leave pursuant to Cook County Board Resolution 13-R-346 and the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees, except those who have applied for and been granted Parental Leave, shall be eligible for unpaid maternity or paternity leave pursuant to Cook County Personnel rule 6,03 (b).

ARTICLE XII
Grievance Procedure

Section 12.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. (See Appendix B)

Section 12.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed at Step Three to the County's Chief Administrative Officer or their designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Clerk and others by County Administration, depending on the subject of the Grievance.

Section 12.3 Representation:

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

Section 12.4 Grievance Procedure Steps:

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

<u>Step</u>	<u>Submission Time Limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Immediate Supervisor	10 days	10 days
2	5 days	Division Director	10 days	10 days
3	10 days	Clerk/Designee	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 12.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. For errors in pay, the time period shall be six (6) months.

Section 12.6 Stewards:

The Union will advise the Employer in writing of the names of the Chief Stewards and/or stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. **UPON OBTAINING APPROVAL FROM THE 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 Employer will grant the Union an opportunity to present the benefits of Union membership to newly hired employees at which time the Union may give such employees a copy of this Agreement. The Employer will introduce the newly hired employee to the steward or stewards responsible for the area in which they will be employed, and the employee and a steward will be given an opportunity to discuss union membership on work time. Such orientation will be scheduled at a time and place mutually agreeable to the Steward, Employee and the applicable Supervisor.

All employees shall be allowed time off with pay to attend meetings agreed to by the Employer required by the Employer, or mandated by this Agreement.

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

Designated stewards shall be allowed to attend one (1) stewards' meeting each month during their regular hours of work at no loss of pay. The time away from work (including travel to and from the meeting) shall not exceed four (4) hours.

Section 12.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Clerk/Designee and allowed to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all time be subject to general Clerk department rules applicable to non-employees.

Section 12.8 Impartial Arbitration:

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step Three answer submit in writing to the Clerk 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.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to the arbitration proceeding shall be responsible for compensating its own representative and witnesses.

The Arbitrator in their 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 Clerk and the Union. Their decision must be based solely upon their interpretation of the meaning or application of the express relevant language of the Agreement.

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

Section 12.9 Grievance Meetings:

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

Section 12.10 Discipline:

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 Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all discipline below suspension will be discarded after one (1) year if there has not been a like discipline problem.

Section 12.11 Letters of Notification:

Whenever possible a letter of notification shall be given to an employee twenty-four (24) hours in advance of a scheduled hearing that could lead to discipline, if such notification will not unreasonably hinder or impact operations and/or an ongoing investigation of that employee or others.

If the employee is not disciplined, the letter of notification will not be placed in the employee's personnel file. The Clerk or their designee will investigate matters specified in the above-mentioned letter within thirty (30) days of the date in which the incident occurred.

An employee shall be entitled to review the contents of their personnel file at regular intervals, upon request, during regular hours when the human resources office is normally open for business. The employee may authorize representatives of the Union to inspect the personnel folder, upon written request of the employee. No evaluation, disciplinary documents, or anonymous material shall be placed in any bargaining unit member's file without the employee being given a copy of the document. Any derogatory statements or documents placed in the employee's personnel file without the employee's knowledge cannot not be used and any forum and will be discarded. The employee will have the right to reply and any material place in the personnel file.

Section 12.12 Disciplinary Suspension:

Disciplinary suspensions issued to employees covered herein, that are eighteen (18) months or more old, will not be used for the purpose of pyramiding penalties.

Section 12.13 Expedited Arbitration:

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

The hearing shall be conducted under the following procedures:

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

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

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

ARTICLE XIII **Continuity of Operation**

Section 13.1 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 for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extensions thereof.

Section 13.2 Union Responsibility:

Should any activity prescribed in Section 13.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (1) publicly disavow such action by the employees or other persons involved;
- (2) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (3) notify the employees stating that it disapproves of such action and instruct all employees to cease such action and return to work immediately; and
- (4) 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 Employer to accomplish this end.

Section 13.3 Discharge of Violators:

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

Section 13.4 No Lock-Out:

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

Section 13.5 Personnel Rule Changes:

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such

contemplated changes with the Union , pursuant to the provisions of the Illinois Public Labor Relations Act.

ARTICLE XIV
Miscellaneous

Section 14.1 No Discrimination and Affirmative Action:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, gender identity, 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 sexual harassment ordinance which will be complied with.

The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this agreement. Furthermore, where past or present discrimination as described in Section 14.1 continues to have an adverse effect upon the composition of the workforce, affirmative action efforts will be taken to eliminate the effects by the Employer, following discussion with the Union in accordance with the provisions set forth in Article III of this agreement.

Section 14.2 Health and Safety:

- 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.
- B. 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 (“VDTs”) and their effect on the health and safety of the operators breaks away from the screen in the first and second half of their shifts.

For those employees who already receive two (2) fifteen (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 VDTs 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. The Employers agree that employees who operate VDTs will be granted fifteen (15) minute breaks.

Employee complaints about computer monitor 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.

- C. 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 their employment. The Employer shall make available to the employee who has occupational exposure during the course of their 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 14.3 Bulletin Boards:

The Employer shall provide a bulletin board for use by the union readily accessible to all bargaining unit employees. The union may post material on the bulletin board for any legitimate union purpose.

Section 14.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid, illegal 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 herein. If any such event occurs, at the request of either party, the parties agree to meet, negotiate in good faith and adopt revised provisions which would be in conformity with the law.

Section 14.5 Sub-Contracting:

It is the policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, but only where there is no way to achieve the same level of service provision as efficiently and effectively by utilizing its employees.

The Employer will advise the Union at least five (5) months in advance of any decision to subcontract work and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act.

The Employer will also discuss the rationale for its decision and provide the Union with any data reasonably necessary for the Union to access the Employer's rationale. In any discussion requested by the Union regarding the Employer's rationale, the Employer will bargain in good faith regarding the decision, but shall not be required to bargain to impasse prior to implementing its decision.

Section 14.6 Personnel Files & Evaluations:

Upon written request to the Department Personnel Office, an employee may inspect their 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 their request. The Employer shall maintain records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Employees shall be given a copy of any formal supervisory evaluation which is made of the employee. An employee will not be penalized for legitimate use of leave time under this Agreement. An employee who disagrees with Management's evaluation shall have the right to grieve such evaluation.

Section 14.7 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

Parking and tolls shall be allowed and reimbursed if items are supported by receipts.

Employees who are required to perform County business outside of their regular place of assignment in the County shall be reimbursed for their transportation expenses between home and their first and last stop for such travel.

Employees who are required to remain away from home during temporary assignments shall have their lodging paid by the Employer. Any employee remaining overnight during such a work assignment shall receive a meal allowance in accordance with the County's per diem meal reimbursement rate for employees on their primary job or shall receive meals provided by the Employer in lieu of such payment.

Section 14.8 Bargaining Unit Work:

It is the intent of the Employer that managers and supervisory personnel will not perform bargaining unit work except to the extent that such work is currently being performed by managers and supervisory personnel. There will be no reduction in the bargaining unit because of non-bargaining unit personnel performing bargaining unit work.

Section 14.9 Technological Changes:

The Employer shall notify the Union at least six (6) months in advance of any proposed technological changes in the operation of the office that will have a significant effect upon the bargaining unit. The Employer will provide the Union with sufficient information regarding the proposed changes in order to determine the potential effect on the bargaining unit. It is the policy of the Employer to provide sufficient and reasonable opportunity and training to bargaining unit employees to ensure that new job positions or new positions requiring new skills and knowledge are filled first by bargaining unit employees.

Section 14.10 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 14.11 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 14.12 Educational Fund:

The Clerk of Cook County will also provide additional educational benefits to the employees of its office, including those employees covered by this agreement. The Employer and Union will meet pursuant to Article III, Section 3.1 for the purpose of developing a plan to implement distribution of these funds for bargaining unit employees.

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all SEIU Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training and technical institutions. Such course work shall be employment related or have the potential to be used anywhere within the Bureau of Human Resources.

An employee may request funds up to an amount no greater than four hundred (\$400.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 14.13 Courses and Conferences:

The Employer shall post courses, conferences and training events, as soon as they become available, in all districts/divisions. Such posting shall include all courses, conferences, and training events generally available to County employees.

Section 14.14 Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional one hundred dollars (\$100.00) per month in salary.

Section 14.15 Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, deductions and remit payments to the Local 73 Credit Union or the County's Credit Union 1.

Section 14.16 Mass Transit Benefit Program:

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent of permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

Section 14.17 Dual Employment:

Full time employees may have secondary employment, provided however that the secondary employment does not interfere with full time employment with this employer.

The Clerk may restrict secondary employment for good cause, such as:

- a) Directly impairing the efficiency of the employer
- b) Seriously interfering with the employee's ability to satisfactorily perform their duties, including excessive absenteeism and/or tardiness;
- c) Impairs or reflects poorly upon the reputation of the County Clerk's Office using a reasonable person's standard.

Section 14.18 Orientation:

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

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

The employees' understanding of the CBA and the role of the Union in the employment setting are inherently important to the employment relationship.

As such, the employer shall include as an integral part of its mandatory employee orientation program, a 30-minute session before lunch on the first or second day of their orientation, or at such other time as the Union may designate, to receive an overview of the Union and its program. This session will be conducted by Union representatives designated by the Union, which may include employees designated by the union. Employees designated by the Union to assist with this orientation shall be allowed to do so during their regularly-scheduled hours of work with no loss of pay. The Employer shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than one (1) day before the orientation.

The Employer and the Union agree that for the life of this Agreement, any and all representatives of the Employer shall be absent from the room during the Union portion of new employee orientation.

Section 4.19 Extreme Weather/Emergency Conditions:

While it is recognized that the Cook County Clerk has an obligation to maintain regular hours to the public, it is also recognized that there are emergencies which may necessitate closing all or part of a regular working day. In the event of severe weather conditions or other emergency conditions, and timely notice is provided to management, employees will be notified via the Cook County Clerk website of closing and/or via a closure message on a designated telephone number.

Sections 14.20 CBA in Electronic Format:

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

Section 14.21 Residency:

To encourage Cook County employees to maintain a personal commitment to their domicile in Cook County and thereby assure all residents and taxpayers that employees share in the responsibility of investing in the future of the County, all employees hired on or after December 1, 2018, must maintain their actual residence in the County throughout their employment. If such employee does not live within the County at the time of hire, they shall have six (6) months from the date of hire to establish actual residency in Cook County.

Section 14.22 Access to Employee lists:

By the first work day of each month, the Employer will send the Union a list of all current bargaining unit employees, which shall include each employee's name job title, job number department, work location, home address, all telephone numbers (including personal phone numbers if available), personal and work e-mail addresses, base hourly pay rate, language preference (if available), identification number, hours worked in the prior month, gross pay, and union dues or fair share payment. The list will be provided in an agreed-upon format and transmitted electronically.

ARTICLE XV
Email and Online Communication

Section 15.1 Access to Employer-Provided Email and Online Communication Systems

The Employer agrees to provide to the Union, within thirty days of ratification of this agreement, a complete list of all email addresses for bargaining unit members who currently have email accounts provided by the Employer and to update the list on a monthly basis. The updated list shall be provided electronically to the Union by the Employer on or before the first work day of each month. The Union shall have the right to send emails to the members of the bargaining unit, with their origin as Union communications being clearly identified, regarding meeting notices and any other Union business.

In order to foster good communications among members of the bargaining unit, the Employer shall post a full and complete copy of this Agreement within ten (10) days of the signing of this Agreement on the Human Resources page of its website and on its intranet page under Labor Relations.

ARTICLE XVI
DURATION

Section 16.1 Term:

This Agreement shall become effective on December 1, 2020 and shall remain in effect thru November 30, 2024. 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 day's written notice of cancellation thereafter.

Section 16.2 Notice:

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

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602
2. Clerk of Cook County
118 North Clark Street - Room 434
Chicago, IL 60602
3. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

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

SEIU - Local 73
300 S Ashland Ave. Suite 400
Service Employees International Union
Chicago, IL 60607

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

DRAFT

Signed and entered into this _____ day of _____, 2018.

COUNTY OF COOK

By:

TONI PRECKWINKLE, President
Cook County Board of Commissioners

KAREN A. YARBROUGH
County Clerk

Attest:

KAREN A. YARBROUGH
Cook County Clerk

UNION: Local 73, Service Employees International Union – S.E.I.U.

By:

DRAFT

**APPENDIX A
LOCAL 73 – COUNTY CLERK**

JOB CODE	GRADE	TITLE
0141	11	Accountant I
0907		Clerk V
0364		Tax Examiner III
0046	12	Administrative Assistant I
0228		Cashier III
0907		*Clerk V to Administrative Asst. I
2263		Draftsman II
0221		Election Field Coordinator
0142	13	Accountant II
0936		Stenographer V
0369		Tax Examiner IV
0047	14	Administrative Assistant II
0174		Bookkeeper IV
0370		Tax Examiner IV
3144	15	Election Support Clerk V
3145		Vital Records Clerk V
0048	16	Administrative Assistant III
050	18	Administrative Assistant V

***EFFECTIVE 12/1/18**

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

Cook County Benefit Overview

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

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

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
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 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

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

DRAFT

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

Cook County Benefit Overview (Cont.)

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

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

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

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

Cook County Benefit Overview (Cont.)

Dental – HMO	Benefits Current – Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)
<i>Benefit Period Maximum</i>	None
<i>Preventive</i>	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Current - Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
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 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

	\$50 Individual / \$200 Family (Out of network)
<i>Primary Services</i>	80% of Maximum Allowance (In network)
<i>X-Rays</i>	60% of Maximum Allowance (Out of network)
<i>Space Maintainers</i>	
<i>Restorative Services</i>	80% of Maximum Allowance (In network)
<i>Routine Fillings</i>	60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C – VERSION II
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2020 AND DECEMBER 1, 2024**

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

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

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

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

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