

COLLECTIVE BARGAINING AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU)
Local 73, CTW/CLC

Representing Health Care Professionals

And

COUNTY OF COOK

December 1, 2020 through November 30, 2024__

Effective upon Approval by the Cook County Board of Commissioners

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

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

ARTICLE I Recognition

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all employees of the Cook County Health and Hospitals System in the job classification set forth in Appendix A of this Agreement (except those employees working less than twenty (20) hours per week); and excluding all office employees, supervisors and all other employees.

Section 1.2 Union Membership:

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

The County shall grant the Union thirty (30) minutes at the end of the orientation of new employees to present the benefits of union membership, at which time the Union may give the employees a copy of this Agreement. The County will encourage new employees to attend. With Respect to any employee from whom the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the Union and the Employer the Employer shall deduct from the wages of the employee the dues and initiation fee required a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union with thirty (30) calendar days after close of the pay period for which the deductions are made.

The County and 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.

Section 1.3 Dues Check-off:

With Respect to any employee from who the Employer receives individual written authorization, signed by the Employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from said 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) calendars days after close of the pay period for which the deductions are made.

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 pay 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 voice authorizations or electronic records and electronic signatures consistent with State and federal law.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded in a separate check thirty (30) days after the close of the pay period for which the deductions are made.

Section 1.4 "Fair Share":

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said conditions or within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names of and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount

of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5 Religion Exemption:

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

Section 1.6 Indemnification:

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

Section 1.7 Fair Representation:

The Parties agree that classifications and units of unrepresented employees shall be free to communicate with and to choose or not choose representation by the Union. If the Union seeks to represent a group of employees that are not currently represented, the Employer will maintain a neutral position. Such a choice shall be made consistent with the Illinois Public Labor Relations Act and in accordance with the procedures established by the Illinois Labor Relations Board. Nothing in this paragraph precludes the County from exercising its rights under the Illinois Public Labor Relations Act to challenge the appropriateness of the proposed bargaining unit or the inclusion of certain positions within the proposed bargaining unit.

In the event any of the provisions of this agreement are or shall become invalid, illegal, or unenforceable by reason of any federal or State Law, Local Ordinance, Decision of any Court or Ruling of any Federal or State Board, Agency, or other governmental entity such invalidity, illegality, or unenforceability shall not affect the remainder of the provisions of this agreement. If any such event occurs, at the request of either party, the Union and the Employer shall meet and negotiate in good faith for the purpose of bargaining over the effects of the invalidity, illegality, or unenforceability of the provision or provisions.

ARTICLE II

Declaration of Purpose and Authority of the County

Section 2.1 Community Interest:

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

time.

Section 2.2 County Authority:

For the purpose of assuring the maintenance of efficient and uninterrupted medical care, and recognizing that all functions of the Hospital are integrally related to such care, the parties agree that the County shall have full right and authority to manage all functions of the Hospital and to direct its employees, except as such rights are specifically limited by this Agreement. These rights include, but are not limited to, the right to manage the business of the Hospital; to determine standards of patient care; to develop and use new methods, procedures and equipment; to train employees; to decide whether to purchase or use its own personnel; to direct the working force; to determine the schedules and nature of work to be performed by employees, and the methods, procedures and equipment to be utilized by the employees in the performance of their work; to eliminate, consolidate and develop new classifications, operating units and departments; to achieve the highest level of employee performance and production consistent with safety, good health and sustained effort; to make and enforce reasonable rules of conduct and regulations; to hire, layoff, promote and transfer employees, to discipline or discharge employees for just cause; to utilize employees wherever and however necessary in cases of emergency, or in the interest of patient care or the efficient operation of the Hospital; and to maintain safety, efficiency and order in the Hospital. . The exercise or non-exercise of rights hereby retained by the County shall not be construed as waiving any such rights, or the right to exercise them in some other way in the future.

Section 2.3 County Obligation:

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

Section 2.4 Employee and Management Obligation:

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

Section 2.5 Union and County Meetings Respecting Health Care:

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

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

Section 2.6 Membership Recognition:

The County will provide the Union with such opportunities as are necessary to orient new employees to the responsibilities and benefits of the Union. Appropriate Hospital officials will cooperate with the Union in effecting these orientation sessions. Upon request, a representative of management will attend these orientation conferences to confirm and clarify management's interest in a constructive relationship with health care professional employees and the Union. Orientation conferences may be during on duty time for employee's subject to orientation and for Union stewards who are employees.

Section 2.7 Professional Authority:

In carrying out the policies of the County's management in the delivery of patient care, and in responding to other employee grievances, the County and the patient expect that no health care professional will use their professional authority to carry out Union policy that is different from that of the County.

Section 2.8 Union and County Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and County agree to meet at Stroger, Cermak, ACHN (including Care Coordination), and Provident periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The parties shall prepare a written agenda one (1) week prior to meeting if so asked by the other party. The Union and County shall each designate not more than seven (7) representative to a labor management committee for this purpose. These meetings may be conducted remotely at the request of either party. Both parties agree that prompt responses to issues raised in these meetings are of primary importance. Therefore, the time frame by which responses shall be provided to issues raised in these meetings will be determined by the designated representatives.

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week, or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2 Rest Periods:

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at their scheduled starting time. The length of uninterrupted paid lunch periods and breaks presently granted at the hospital shall remain in effect, provided that total time for lunch and break is not less than one (1) hour. The regular pay period shall consist of two (2) regular work weeks.

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

In the event an employee is required to work through their scheduled lunch and break period,

the employee shall complete a time exception form identifying the exception, the date and the time to be reviewed by management for approval and payment.

Employees currently working ten (10) or twelve (12) hour shifts shall continue to work such shifts pursuant to current practice.

If the County decides to implement ten (10) or twelve (12) hour shifts in a department or for a job title, the County will notify the Union, in writing, ninety (90) calendar days prior to implementation. The parties will agree to meet to negotiate the effects of such shifts on the terms and conditions of bargaining unit employees.

Section 3.3 Overtime Pay:

An employee shall be paid one and one half (1-1/2) times the total of the employee's regular hourly rate (including any shift differential) for all hours worked in excess of eight (8) in any regular work day, or over eighty (80) in any regular pay period. An employee's time spent on FMLA (paid benefit time) shall not count towards overtime eligibility. Daily overtime pay shall not be paid for excess hours worked on any day because of a permanent change in an employee's schedule, if the employee is free from all duty for at least eight (8) hours after completing their first eight (8) hours of work that day. Employees shall not be laid off from their regularly scheduled work to avoid the payment of overtime. The County shall not require an employee to work more than sixteen (16) hours in a twenty-four (24) hour period, except by mutual agreement).

Physician Assistants shall record their time using "one swipe" and shall be exempt from overtime payments outlined in this Collective Bargaining Agreement.

Overtime and extra hour opportunities shall be offered as follows:

- a. When there is a need for additional hours or overtime, the Employer shall seek volunteers on a rotating basis beginning with the most senior available employee in the affected job title and unit.
- b. If there are insufficient volunteers for the additional hours or overtime, the Employer may require an employee to work the additional hours or overtime for up to the maximum number of hours as set forth in Section 3.3 above. Any employee who is assigned to work overtime shall be provided with reasonable time prior to the start of the assigned shift to arrange for child or elder care. The assignment of overtime shall be on a rotating basis among bargaining unit employees in the affected job title and unit.

Section 3.4 No Duplication of Overtime Pay:

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

Section 3.5 Time Considered As Time Worked:

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

Section 3.6 Weekends:

- A. A weekend is defined as beginning at 12:01 a.m. Saturday through 12 midnight Sunday.
- B. Except for health care professionals who request weekend work, the number of weekends off work shall be scheduled to be as equal as possible among health care professionals within each scheduling unit during each scheduling period.

Section 3.7 Rotation from Permanent Assignment - Cook County Hospital:

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

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

Section 3.8 Flex Time:

Flex time schedules shall be granted for legitimate and compelling personal reasons when consistent with the operational needs of the hospital. Requests for flex time must be submitted by the employee at least two (2) weeks in advance or when the situation is first known to the employee but in no event less than one (1) week before the flex time schedule becomes effective, such requests shall not be unreasonably denied. Flex time privileges may be canceled or suspended by the employer for legitimate operational reasons or due to misuse by the employee with proper timely notification.

Section 3.9 Call-In Pay:

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

Section 3.10 Schedules:

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

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

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

Section 3.11 Employee Health Service:

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

**ARTICLE IV
Seniority**

Section 4.1 Probationary Period:

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

Section 4.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment with Cook County Health and Hospital System since their last hiring date.

Section 4.3 Promotion and Transfer Preference:

For purposes of this Section, Lateral Transfer means the voluntary movement between positions within a classification, and includes changes of shift, schedule, and work location. Lateral transfer does not include promotions, demotions, or transfer to another classification.

In cases of promotions and transfers, preference shall be given to employees as hereafter provided on the basis of:

- i. Seniority, and
- ii. For lateral transfers, the applicant must meet the minimum qualifications of the job as established by the job posting and must not have received any discipline (written warning or higher) in the last twelve (12) months. The transfer shall be awarded to the most senior qualified employee applying for the transfer.

- iii. For all other transfers to another classification or promotions, the applicant must: a) meet the minimum qualifications of the job as established by the job posting; b) have the ability and fitness to perform the job as demonstrated through employment records such as performance evaluations; c) have not received any discipline (written warning or higher) in the last twelve (12) months; and d) be interviewed. When the qualifications are substantially equal among the employees involved, seniority shall be controlling and the position shall be awarded in the following order:
 - a. to qualified employees in the SEIU Local 73 represented bargaining units in CCHHS;
 - b. and then if there are no qualified internal applicants, then to qualified external candidates.

Once the vacant position is awarded either through the lateral transfer or bidding process, then the Employer shall place the employee in their new position as soon as practicable.

Section 4.4 Shift Rotation and Floating:

1. **Rotation From Permanent Shift.** Subject to Section 4.5 ‘Temporary Transfers’, Employees will be assigned to specific shifts. In the event that the Employer needs to temporarily rotate an employee to a different existing shift, the employer shall first solicit volunteers in order of seniority. If there are not sufficient volunteers, employees shall be reassigned in reverse seniority order. Agency employees shall be rotated to another shift prior to requiring a bargaining unit employee to rotate.
2. **Floating** – The County may assign an employee to float to areas in which the County may reasonably determine that the employee possesses the knowledge, skills and abilities. If a floated employee requests orientation, it will be provided immediately and shall include the following:
 - a. Unit or work area protocols regarding duties, expectations and, if assigned to patients, expectations regarding patient care for specific patients;
 - b. A tour of the unit including location of supplies and equipment, introduction to staff with whom they will be working;
 - c. Any record-keeping that may be specific to the unit;

When floating needs to occur it shall happen in the following order:

- i. Volunteers will first be solicited. If more than one employee volunteers to float, then the most senior employee who volunteers shall be floated.
- ii. Agency employees shall be floated prior to requiring a bargaining unit employee to float.
- iii. If no one volunteers and there are no agency personnel to float, then an employee in the job classification on overtime shall be required to float prior to an employee working their regularly scheduled shift.

- iv. Lastly, employees will be floated on a rotating basis starting with the least senior.

Employees may only be required to float once per shift. Returning an employee to their assigned unit shall not be considered a float.

If a clinic employee is required to float for an entire shift to a different clinic, the County shall provide as much notice as practicable to the affected employee but no less than one (1) hour prior to the start of the shift.

Employees who are floated or temporarily transferred shall be entitled to reimbursement for actual expenses per the Cook County Business and Travel Expenses Policy.

Section 4.5 Temporary Transfers: If the County needs to transfer an employee in a job title temporarily for a period of more than one (1) shift to a different location or a different existing shift, the following shall apply if agency personnel is not available:

- a. The County shall first seek volunteers beginning with the most senior available employee;
- b. If there are no volunteers, then the temporary assignment shall be assigned to the least senior available employee in the job title;
- c. The employee to be temporarily transferred shall be provided as much notice as practicable but not less than seven (7) calendar days; and
- d. A temporary transfer shall not exceed thirty (30) calendar days.

Section 4.6 Reduction in Workforce:

Should the County determine that it is necessary to decrease the number of employees within a job classification within a department, the employees in the job classification shall be laid off in inverse order of seniority within the department provided, however, the retained employees have the ability and minimum qualifications to perform the required work. Prior to the layoff of any bargaining unit employees, the County shall first lay off all temporary, including outside agency employees performing bargaining unit work, and probationary employees in the affected classification. The County shall provide written notice by electronic mail to affected employees and the Union at least thirty (30) days prior to the effective date. During the notice period, the County shall meet with the Union to discuss alternatives to the proposed layoff of employees.

To avoid layoff, each affected employee or Union representative must notify the County within five (5) working days of receipt of written notification of the layoff that the employee wishes to exercise their seniority by bumping in accordance with the following steps in sequential order:

- a. Employees identified for layoff will be listed in order of seniority and such list shall be provided to the Union. Employees then will be allowed to exercise their rights under this

section in the order of seniority with the most senior employee acting first.

- b. Employees subject to layoff shall be offered a vacant position as deemed available by the Office of Budget and Management Services in a job classification within SEIU bargaining units in the Offices under the President and Cook County Health and Hospital System provided they have the present ability and minimum qualifications to perform the required work. The County shall provide the list of vacant positions to the Union prior to the meeting with affected employees.
- c. If no vacancy exists at the same grade as the affected employee, the affected employee will be allowed to bump a less senior employee within their current job classification throughout the Cook County Health and Hospital System.
- d. In the event there is no employee with less seniority within the same job classification as the employee being laid off, that employee may bump the employee with the least seniority in the same or next lower pay grade down within CCHHS first provided the employee being laid off has more seniority than the employee being bumped and is minimally qualified to perform the job functions immediately. Employees shall be provided a reasonable orientation in the new job classification. Employees who accept jobs in lower job classifications to avoid layoff shall be paid in accordance with Article V Section 5.3 C - Demotions of this collective bargaining agreement.
- e. If there are no bumping opportunities in the same or next lower pay grade down for the employee identified for lay off, the employee then will continue to the following lower pay grade sequentially in the Cook County Health and Hospital System until a placement opportunity arises. If there is an available position in the next lower pay grade down from the employee who is exercising bumping rights, he/she must either accept the position or be laid off. No employee may forego a bumping opportunity to take a position in a lower pay grade. The bumping process for any employee will end when the first position is available for which the employee is qualified. The employee must accept that position or accept layoff.

All employees affected by the layoff must be present at the meetings. Employees may participate in the layoff meeting remotely. SEIU Local 73 is authorized to and will make a selection on behalf of any absent employee or any employee who otherwise is unable to attend the meeting.

An employee who is laid off as a result of this procedure shall be subject to recall in order of seniority before a new employee is hired in the job classification previously held by him or her at the time of the reduction in force. Employees shall have their salary restored to the applicable grade and step.

For the purposes of layoff, ties in seniority shall be broken by using the lower of the employees' Cook County Identification numbers.

With the exception of layoffs for five (5) days or less, and except in a bona fide emergency, each collective bargaining agreement shall provide for notice via email to the Union of the layoff thirty (30) days prior to the effective date of the layoff.

Section 4.8 Return to Former Job:

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

Section 4.9 Return to Represented Unit:

An employee who has been promoted or transferred out of a represented unit, and who is later transferred back to the unit by the County, shall upon return to the unit be granted the seniority they would have had the employee continued to work in the classification from which promoted or transferred out of the unit; provided that such an employee may retain and exercise such rights under this Section on only one (1) occasion.

Section 4.10 Seniority List:

The County will furnish the Union a list showing the name, social security number, address, personal email address (if available), cell phone number (if available), Business Unit/department, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The County shall allow the Union to post a list that contains the name and last date of hire for each employee in a mutually agreed upon location within the department. The County will furnish the Union monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. At any time, an employee may challenge any error in their relative position on the list or seniority date as it appears on the list. A simple challenge form will be provided by the County. Challenges will be resolved and corrections made as soon as possible.

Section 4.11 Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or designee during such period of the reason for the absence, unless the employee has a reasonable explanation for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has a reasonable explanation for such failure to report for work;

- (e) Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) twenty four (24) months in the case of all other an employee with one (1) or more years of service, or thirty six (36) months in case of an employee with seven 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;
- (f) Failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within sixteen (16) calendar days, after notice to report for work is sent by registered or certified mail, or by telegram, to the employee's last address. on file with the Personnel Office where the employee works. The Employer shall send a copy of the letter of recall to the Union; or
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the County in writing.

Section 4.12 Transfer of Stewards:

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

Section 4.13 Discipline:

Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure. The Union and the County agree that discipline should be timely, progressive and accompanied by counseling. It is understood that all disciplines below suspension shall be discarded after one (1) calendar year if the employee has not received additional discipline for the same or similar offense. Suspensions, other than for offenses that constitute a criminal or civil violation of federal, State, or municipal law, will no longer be considered in determining future disciplinary actions be discarded from an employee's personnel file twenty-four (24) months from the date the suspension was issued, provided the employee has not received discipline for the same or similar offense during that twenty-four (24) month period. Suspensions for time and attendance shall be discarded from an employee's personnel file after twelve (12) months from the date of suspension, provided that no other discipline has been issued for time and attendance during the twelve (12) month period. For offenses that constitute a criminal or civil violation of federal, State or municipal law suspensions may be considered in determining future disciplinary actions regardless of how long ago the suspension was issued. Offenses constituting a criminal or civil violation of federal, State or municipal law include, but are not limited to, laws prohibiting discrimination and harassment on the basis of another person's membership in a protected class.

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

regardless of the provisions of this Section.

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

A pre-disciplinary meeting for suspensions and discharges shall be held. Departments should convene a pre-disciplinary hearing and impose disciplinary action promptly. Generally, the pre-disciplinary hearing shall be convened within thirty (30) days of the time the alleged infraction occurred or became known to the Department. This time frame shall not be strictly applied and may be extended if the Employee or the Employee's representative is granted a delay of the pre-disciplinary hearing or if the pre-disciplinary hearing or its completion is delayed for reasonable cause. The County shall notify the Union and the employee of a pre-disciplinary meeting and set forth a brief statement of the facts surrounding the incident including dates if known and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting the employee and/or the Union representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled in a timely manner. In the event, the Union's representative or designee does not respond to scheduling of such hearing, the employee may be disciplined accordingly. The County shall make every reasonable effort to assign a manager from a different department than the department in which the act that gave rise to the pre-disciplinary meeting occurred.

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

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

Section 4.14 Temporary Employees:

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

Section 4.15 Seniority of the Technician, Technologist and Healthcare Professional:

Prior to an unfilled vacant position being posted in Taleo, the hiring department will post an internal bid posting within the operating unit to allow for the bidding of the shift associated with the vacant position. Bid postings shall be posted for seven (7) calendar days.

Only employees who are assigned to the operating unit (i.e., Unit/division) where the vacancy occurs will be eligible to bid for the shift indicated on the vacant position. The vacant shift(s) will awarded based on seniority preferences.

The shift that becomes vacant as a result of the shift bidding process will be attached to the unfilled vacant position and posted on Taleo. No concurrent or recurring shift bid movement will occur.

**ARTICLE V
Rate of Pay**

Section 5.1 Job Classifications/Rates of Pay:

Employees in the job classifications set forth in Appendix A¹ to this Agreement shall receive the hourly rate provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

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

- 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
 - 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. **CRNA Scale:** CRNAs shall be placed on the scale based on length of service as a CRNA employed by Cook County Health and progress each year on their anniversary date. Employee anniversary dates shall remain unchanged:

	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>
Hourly	\$86.11	\$88.69	\$91.35	\$94.09	\$96.91	\$99.82
Bi-Weekly	\$6,888.43	\$7,095.12	\$7,308.01	\$7,527.27	\$7,753.06	\$7,985.65
Annual	\$179,099.11	\$184,473.12	\$190,008.37	\$195,709.11	\$201,579.58	\$207,626.97

¹ The value of the steps in the OT/PT/ST and CCH wage scales is the subject of interest arbitration and the arbitrator’s award shall be incorporated in the Agreement.

E. Dieticians: The Union shall provide a list of Dietician IIs who it reasonably believes are performing duties outside of their job classification. The County agrees to conduct a review (expedited desk audit) of those positions within thirty (30) days of receiving the list with the purpose of determining whether the positions should be reclassified. In the event that they are reclassified it will be effective June 1, 2021.

F. Hazard Pay at Cermak/JTDC: Effective upon ratification, Mental Health Specialist IIIs shall receive one dollar and twenty-five cents (\$1.25) for all hours paid in addition to their regular rate of pay.

Section 5.2 New, Changed or Misclassifications:

- A. During the term of this Agreement, the County may establish new and changed job classifications and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. 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 County 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 rates of pay the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the County may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that 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 promote the employee if possible, or include this reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.

Section 5.3 Classification and Grade Changes:

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

A. Promotions:

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

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

If the new classification represents a promotion from a classification outside the represented unit to

a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification.

In all cases of promotion, the effective date will set a new anniversary date.

B. Reclassifications:

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

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

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

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

C. Demotions:

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

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

D. Transfers:

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

Section 5.4 Shift/Weekend Differential:

- A. All employees will be paid a premium of eighty cents (80¢) per hour for all hours worked between the hours of 3:00 p.m. and 7:00 a.m. In all cases, shifts will not be changed to avoid the payment of the shift differential.

- B. Employees working on a weekend, as defined above, will be paid a premium of eighty-five cents (85¢) per hour for all weekend hours worked.
- C. Effective the first full pay period after December 1, 2002, employees in the following job classifications working on a weekend will be paid a premium of fifty cents (50¢) per hour for all weekend work: Certified Nursing Assistant, Attendant Patient Care. A weekend is defined as beginning at 12:01 a.m. Saturday.

Section 5.5 Part-Time Employees:

Regular part-time employees shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Part-time employees regularly employed for twenty (20) or more hours per week shall be entitled to vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay and bereavement pay on a pro rata basis.

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

Part-time responsibilities shall be defined per each classification.

Section 5.6 On Call Pay - Call In Pay Extracorporeal Specialist II (Perfusionist), and Nurse Anesthetist - Cook County Hospital:

~~Notwithstanding any other provision to the contrary contained herein Extracorporeal Specialist II (Perfusionist) and Nurse Anesthetist shall be paid five dollars (\$5.00) an hour for all hours they are required to be on-call. In the event they are called in to work, they shall be paid at the rate of one and one half (1½) times their classified rate of pay for all hours worked, or holiday pay as stated in the contract.~~

Section 5.7 Job Sharing:

A committee composed of an equal number of representatives of both the Employer and the Union shall be created to study "Job sharing for Health Care Professionals". The study shall begin within ninety (90) days after the execution of the Collective Bargaining Agreement and shall be completed ninety (90) days thereafter.

Section 5.8 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.

Section 5.9 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.

NEW ARTICLE – On Call

Section .1 Scheduling On-Call

On-Call schedules shall not be used to replace normally scheduled hours of work or to cover short staffing or 'holes' in the schedule.

The monthly On-Call schedule shall be completed and posted at least two (2) weeks prior to the effective date of the schedule. On-Call shifts shall be scheduled first by seeking volunteers beginning with the most senior employee in the job **classification amongst those that normally perform the work** and then assigning remaining shifts on a rotating basis beginning with the least senior employee within each affected job classification **who normally performs the work**. The intent is that, except for employees who volunteer for additional on-call shifts, on call shifts shall be equitably scheduled and rotated among **in the job classification and who normally perform the work**. Employees shall be allowed to switch scheduled on-call assignments provided the supervisor is notified of the switch.

Except for those units that have already established a different response time, an on-call employee who is called in to work is expected to arrive within one (1) hour of the call.

If an employee who is scheduled for an on-call shift immediately following their regular shift has completed their regular shift and left their facility is required to return to work and clock back in, then the hours shall be treated and paid pursuant to this Article.

Section .2 On-Call Parking

On-call employees who are called in shall be provided free parking **for the duration of their on-call shift. At Stroger, parking shall be provided on the Central Campus. in the Central Garage.**

Section .3 On Call Pay. Effective upon ratification, employees shall be paid five dollars (\$5.00) per hour for all hours assigned to be On-Call. Should the County require additional positions to work on-call, it shall first give notice to the Union, not less than thirty (30) days prior to the implementation of the schedule and comply with any obligations under the Illinois Labor Relations Act.

An employee who is scheduled to be on call **and** is called in to perform duties **and performs such duties** will be ensured four (4) hours pay or the actual hours worked (whichever is greater) at one and one-half (1½) times the employee's regular rate of pay or holiday pay as stated in the Agreement.

NEW ARTICLE – CRNAs

Section .1 Step Placement:

In hiring of CRNA's, credit shall be given on a uniform basis for prior experience, with placement up to and including Step _____. Upon hiring, a CRNA shall be notified in writing of the designated step placement.

Section .2 CRNA Critical Care Differential:

CRNA's who work in a critical care unit or in an operating room will receive an additional thirty-five cents (\$.35) per hour for all hours worked.

All CRNA's will be paid a shift premium of \$2.75 per hour for all evening shift work (3:00 p.m. - 11:00 p.m.) and \$2.75 per hour for all night shift work (11:00 p.m. - 7:00 a.m.).

Shift differential shall be paid to any CRNA working a full or partial evening or night shift at any time, except when a CRNA works less than one hour of an evening or night shift immediately before or after working full or partial day shift.

CRNA's regularly assigned to p.m. or night shifts who work temporarily on the day shift at the request of the hospital will retain shift differential pay.

CRNA's working on a weekend will be paid a premium of \$2.75 per hour for all weekend hours worked.

Section .3 CRNA Vacation Accrual

Upon hire, a CRNA shall be credited with five (5) weeks of vacation. The rate of accrual shall be calculated at the rate of 7.70 hours per pay period.

Section .4 CRNA Educational Sessions

CRNAs shall be entitled to attend at least four (4) one-day-educational sessions in each calendar year, with necessary expenses reimbursed by the County in accordance with County Expense Regulations. Such attendance must be approved by the Department Head and the County.

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

The following are regular holidays for all health care professionals:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day (Columbus Day)
- Veteran's Day
- Thanksgiving Day
- Christmas Day

Section 6.2 Eligibility:

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

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

Section 6.3 Working Holidays:

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

- a. Post on the same date as the approved vacation schedule effective October 1st each year for holidays that fall in the following twelve (12) months;
- b. Make every reasonable effort to equitably schedule holidays among employees in the same department and job classification;
- c. Make good faith efforts to accommodate requests of employees regarding holidays to either work or have off. Employee requests shall be submitted at the same time as vacation requests;
- d. Allow employees to switch scheduled holidays provided the supervisor is notified and approves in advance. Such approval shall not be unreasonably denied.

Section 6.4 Holidays in Vacation:

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

Section 6.5 Failure to Report:

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

Section 6.6 Holiday Pay:

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

Section 6.7 Floating Holiday:

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating

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

ARTICLE VII Vacations

Section 7.1 Eligibility:

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

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

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

Section 7.2 Eligibility Year:

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

Section 7.3 Vacation Accrual:

During the employee's first four (4) years of service vacation credit will accrue at the rate of 1 2/13 days each two (2) pay periods; during the next five (5) years at the rate of 1 7/13 days each two (2) pay periods; and thereafter at the rate of 1 12/13 days each two (2) pay periods. Upon hire, a CRNA shall be credited with (5) weeks of vacation. The rate of accrual shall be calculated at the rate of 7.70 hours per pay period.

Section 7.4 Vacation Pay:

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

Section 7.5 Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of the employees, and seniority will control in conflicts in scheduling vacation periods. However, to insure the orderly operation of the Hospital and in the interest of patient care, the right to limit the number of employees who will be permitted to be on vacation at any one (1) time is reserved to the County. On February 1 of each year, the County will notify the employees of their accrued vacation as of the previous January 1, on February 1 and August 1 of each year, the County also will post a schedule in each department or unit indicating the number of employees who will be permitted to be on vacation at any one (1) time in any one (1) department or unit during the six (6) month periods commencing respectively on April 1 and October 1. By March 1 and September 1, respectively, employees shall indicate their preferred vacation periods, with second and third choices. The County thereafter will schedule vacations based on the employee's seniority as defined herein, and a schedule thereof will be posted no later than ten (10) days prior to April 1 and October 1, respectively. When two (2) weeks' notice is given, employees thereafter may exchange or change vacation periods when time is available on the posted schedule. An employee may request to begin and end a vacation on any day of the week and management, as a matter of routine shall not arbitrarily deny this request.

Emergency vacation requests for employees will continue to be granted whenever possible. It is understood that while requests for emergency vacation cannot be automatically granted in every instance, such requests should not be automatically denied as a matter of routine Hospital function. Other vacation requests will be granted, consistent with the number of employees who will be permitted to be on vacation at any one (1) time. The County shall make a good faith effort to respond to such vacation requests in writing within seven (7) calendar days of the date the request is submitted. The County may change an employee's scheduled vacation when emergencies occur, after due consideration for inconvenience and cost to the employee. Requests for emergency vacation are not to be unreasonably denied or denied solely in order to place the employee in "O" status as a punitive measure.

Section 7.6 Accrued Benefits at Separation:

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

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance, Employee Contributions:

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.²
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against

² The tentative agreement includes increases in employee contributions as a percentage of pay effective 12/1/2022 and 12/1/2023. The agreement also includes an increase in the annual maximum out-of-pocket for the PPO plan.

wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for Health Insurance shall be made on a pre-tax basis. Cook County will reimburse for the cost of health insurance coverage paid by employees who convert following their termination subsequently reinstated pursuant to the grievance procedure.

C. The Employer will provide a mail order prescription program as set forth in Appendix C.

Section 8.2 Sick Pay:

An employee shall accumulate sick pay credits at the rate of one (1) day for each month of service in which the employee works or is paid for at least ten (10) working days. Employees may accumulate and carry over to the next fiscal year a maximum of one hundred seventy-five (175) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness or injury (other than an occupational illness or injury), or illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time. The County shall keep the Union informed of employees suspected of abusing sick pay and the Union will cooperate with the County in counseling individuals in an effort to minimize such abuse.

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof for no more than five (5) consecutive work days, may be allowed to use accrued sick leave for their days off; however, they shall not be permitted to apply for such sick leave until they have returned to work. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing their duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date their salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, provided they are in no pay status at that date. If an employee receives accrued salary beyond the 31st day then disability payment will not begin until the 1st day the employee is in no-pay status after the thirty (30) days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to disability due to occupational illness or injury, the County may monitor the medical services provided for an employee disabled due to occupational illness or injury. Disability benefits

paid by the Annuity and Benefit Fund are subject to statutory limits.

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Section 8.6 Dental Plan:

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

Section 8.7 Vision Plan:

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

Section 8.8 Hospitalization - New Hires:

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

Section 8.9 Flexible Benefits Plan:

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

Section 8.10 Insurance Coverage:

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

Section 8.11 Insurance 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 should not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

Section 8.12 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 employer 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.

ARTICLE IX Additional Benefits

Section 9.1 Bereavement Pay:

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

Where death of a covered family member occurs and the funeral is to be held one hundred fifty (150) miles or more from the County Building located at 118 N. Clark St., Chicago IL, the employee shall be entitled to a maximum of five (5) normal day's pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. 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. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation. For purposes of this section, "household" is defined as persons living in the household for at least one (1) year prior to date of-death, with appropriate documentation.

Section 9.2 Jury Make-Up Pay:

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

Section 9.3 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular work day so that 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 two (2) working days prior to the election.

Section 9.4 Education and Seminars:

The Employer agrees to allocate funds for education 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 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. An employee may request funds up to an amount no greater than five hundred fifty (\$550.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 9.5 School Conference and Activity Leave:

The Employer agrees to comply with the provisions of the School Visitation Rights Act, which at the time of the execution of this agreement includes the following allowances for school conference and activity leave. The employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child. In the event of a conflict between the terms of this section and any subsequent amendment by the Act, the subsequently amended Act shall prevail.

**ARTICLE X
Leaves of Absence**

Section 10.1 Regular Leave:

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

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

Section 10.2 Sick Leave:

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

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in 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"), i.e. up to twelve (12) weeks and meeting FMLA standards.

Section 10.3 Seniority on Leave:

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

Section 10.4 Retention of Benefits:

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

Section 10.5 Union Leave:

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

Section 10.6 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws. An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for 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 10.7 Maternity Leave:

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

The following rules shall apply:

1. An employee who will require a maternity leave shall inform her supervisor in writing of her request no later than three (3) months prior to her expected date of delivery and shall present a signed statement by her physician stating the expected date of delivery.
2. A pregnant employee may continue in her assignment as long as her attendant physician deems her to be able to perform her normal work routines. Her physician shall specify in writing the latest date maternity leave shall commence.
3. An employee who has been absent due to maternity leave shall be eligible for reinstatement as soon as her physician deems her to be able to assume her regular duties. The employee shall report to work with a written statement from her physician advising that the employee is physically capable of returning to her duties.
4. Upon return from maternity leave the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave.

Section 10.9 Paternity Leave:

Employees shall be granted paternity leaves of absence to cover periods of postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be reviewed by the Department Head.

Section 10.10 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.

CRNA's shall be entitled to attend at least four (4) one-day-educational sessions in each calendar year, with necessary expenses reimbursed by the County; in accordance with County Expense Regulations. Such attendance must be approved by the department Head and the County.

Section 10.11 Use of Benefit Time:

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

Section 10.12 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 XI
Grievance Procedure**

Section 11.1 Policy:

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

Section 11.2 Definition:

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

Section 11.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through steps 1 to 3 either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. Where a pre-disciplinary meeting has been held or when a grievance relates to all or a substantial number of employees or to the Union's own interests or rights with the County the grievance may be initiated at Step 3 by a Union representative. At any step of the grievance procedure, the Union representative and the grievant(s) may participate remotely.

Section 11.4 Grievance Procedure Steps:

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

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

Section 11.5 Time Limits:

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

1. Discharges
2. Suspensions
3. Other Issues

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

Section 11.6 Stewards:

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

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

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.

Section 11.7 Union Representatives:

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

Section 11.8 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County notice that the grievance is to enter impartial arbitration. The County proposes a permanent list of arbitrators to be mutually agreed upon. The Union and the County will make arrangements with the Arbitrator to hear and

decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives 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 County and the Union. Their decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

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

Section 11.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet 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 11.10 Right to Union Representation:

An employee shall be entitled to the presence of a Union representative at an investigatory interview if they request one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against them.

Section 11.11 Expedited Arbitration:

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

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

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

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

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

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

Section 12.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the

Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the County may not be disturbed. In the taking of such disciplinary action, the County will not discriminate among employees on the basis of race, color or creed.

Section 12.4 No Lock Out:

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

Section 12.5 Reservation of Rights:

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

**ARTICLE XIII
Miscellaneous**

Section 13.1 No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, 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 and other classifications protected under local, state and federal law. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

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

Section 13.2 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. One (1) employee from the represented unit, mutually agreed upon by the Hospital and the Union, shall serve on the Safety Committee at each Hospital. The parties understand that in certain instances an additional steward may need to attend committee meetings. On these occasions, the Union will give prior notification.

Section 13.3 Doctor's Statement:

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

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

Section 13.4 Voluntary Workers:

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

Section 13.5 Bulletin Boards:

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

Section 13.6 Partial Invalidity:

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

Section 13.7 Uniforms:

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

Section 13.8 Representation at Security Investigations:

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

Section 13.9 Training in New Techniques:

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

Section 13.10 Professional Conventions, Meetings or Workshops:

Whenever the County elects to send health care professionals as representatives to professional meetings, workshops or conventions, special time off without loss of pay will be granted, and the County will pay their expenses in accordance with its rules and regulations governing such expenses for all employees. Subject to approval of County, health care professionals will be allowed time off each year, without loss of salary, for attendance at professional conventions and meetings.

Section 13.11 Personnel Files:

Upon written request to the Department of Personnel, an employee may inspect their personnel file at any time mutually acceptable to the employee and employer. The parties agree that there shall be only one (1) official personnel file which is in the Department of Personnel.

Section 13.12 Personnel Rules 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.

Section 13.13 Continuing Education:

The County will agree to explore, during the first year of this Agreement, having continuing education courses at the Hospital provided at no cost to the employee.

Section 13.14 Education Reimbursement:

Based on the availability of funds, the County will reimburse the employee for seventy-five percent (75%) of the cost of mandatory fees and tuition for one (1) approved educational course per academic session and one (1) continuing education course per year. Courses must relate to the employee's present job duties or license. Current department practice on continuing education reimbursement will be continued. In interpreting the term "cost of courses" in Article IX, Section 4 of this Agreement; the parties agree, for this health care professional bargaining only, that the cost of books is an allowable expense.

After the budget is passed, the Union will be advised on the availability of funds allocated for education reimbursement.

Section 13.15 Parking:

JSH

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

Cermak

Parking will be granted to Cermak upon completion of a new parking facility. The safety on midnights will be addressed by providing escorts.

Section 13.16 Evaluations:

A health care professional's job performance will be evaluated by the immediate supervisor on at least an annual basis. A health care professional will be shown all final written evaluations and will have the right to respond to the evaluation. Both the evaluation and response will be placed in the health care professional's official personnel folder and a copy of the evaluation will be furnished to the health care professional. The health care professional will have the right to review their personnel folder upon written request to the Department of Human Resources.

Section 13.17 Direct Deposit:

Upon the County's ability, through their payroll system, when it is capable, direct deposit will be implemented.

Section 13.18 Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the manager of

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

Section 13.19 Distribution of Workloads:

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

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

The County shall provide the Union with copies of studies, internal reviews and/or metrics used to establish or modify staffing levels.

If a job title or operating unit consistently is scheduled and works below appropriate staffing levels, the staffing concerns shall be an appropriate subject for labor-management meetings.

Section 13.20 Job Quality:

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

Section 13.21 Sub-Contracting:

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. The County may, however, subcontract where circumstances warrant. The County will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The County will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 13.22 Job Advancement and Training:

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

Section 13.23 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.

Section 13.24 Collective Bargaining Agreement 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 13.25 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.

**ARTICLE XIV
Duration**

Section 14.1 Term:

This Agreement shall become effective on December 1, 2020 and shall remain in effect through 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) consecutive days written notice of cancellation thereafter.

Section 14.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; notify the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Bureau Chief of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 300 S. Ashland, Suite 300, Chicago, Illinois 60607. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this ___

COUNTY OF COOK:

BY:

Day of ___, 2018.

**TONI PRECKWINKLE, President
Cook County Board of Commissioners**

Cook County Clerk

UNION: Service Employees International Union, Local 73

BY:

DRAFT



APPENDIX A
 Local 73 - Health Care Professionals
 Need to add Certified Hand Therapist,
 Acupuncturist and Behavioral Health
 Triage Social Workers

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1522	14	Medical Social Worker I (JSH, CHS, OFH)
1609		Mental Health Specialist II (JSH, CHS)
1546..		Substance Abuse Counselor I (JSH)
2158	15	Medical Social Worker (JSH, ACHN, OFH)
1678		Mental Health Specialist Senior (CHS)
1547		Substance Abuse Counselor II (JSH)
1605		Clinical Psychologist (CHS)
1513	16	Caseworker III (CHS)
2137		Dietician II (JSH, OFH, CCDPH)
1523		Medical Social Worker II (JSH, OFH)
2038		Physical Therapist I (JSH, OFH)
1629		Public Health Educator I (CCH)
2022		Public Health Educator I (JSH, CHS)
2112		WIC Nutritionist I
2057		17
1906	Audiologist I (JSH)	
1524	Medical Social Worker III (JSH/Fantus)	
2041	Occupational Therapist I (JSH)	
2023	Public Health Educator II (CHS)	
1939	Speech Language Pathologist I (JSH, OFH)	
2138	18	Dietician III (JSH), OFH)
1525		Medical Social Worker IV (JSH, CHS)
2039		Occupational Therapist II (JSH, OFH)
2035		Physical Therapist II (JSH, OFH)
1850		Research Associate (JSH)
1907	19	Audiologist II (JSH)
1928		Physical Therapist III (OFH)
1940		Speech Language Pathologist (II JSH, OFH)
1526		Medical Social Worker V (CHS.)
1816		Physician Assistant I (JSH)
1610		Mental Health Specialist III
6873	Care Coordinator (Social Work Therapist.)	

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**APPENDIX.A ·
Local 73 - Health Care Professionals
(continued)**

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
6702	20	Care Coordinator (Disability)
5604		Care Coordinator (Elderly)
6701		Care Coordinator (HIV/AIDS)
		Care Coordinator (Community Based Social Worker)
2139		Dietician IV
2070		Extra Corporeal Specialist H* (JSH) (upgrade to Grade 22)
6598		Pediatric Cardiac Sonographer
6738		Psychiatric Social Worker
1607	21	Clinical Psychologist III (CHS)
2070 \1816.	22	Extra Corporeal Specialist II (JSH) Physician Assistant!*"" (upgrade to PAI)
1937	NS4	Nurse Anesthetist
3993		APN-Certified Registered Nurse Anesthetist
1816	PAI	Physician Assistant I

EFFECTIVE 5/1/18**

**EFF
6/1/2021**

Step	1	2	3	4	5	6	7	8	9	10
<i>Year</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>7</i>	<i>10</i>	<i>12</i>	<i>15</i>	<i>20</i>
9	\$ 16.17	\$ 16.54	\$ 17.34	\$ 18.18	\$ 19.02	\$ 20.37	\$ 20.83	\$ 21.03	\$ 21.30	\$ 22.26
10	\$ 17.32	\$ 18.13	\$ 18.99	\$ 19.91	\$ 20.86	\$ 21.84	\$ 22.33	\$ 22.87	\$ 22.83	\$ 23.87
11	\$ 18.59	\$ 19.44	\$ 20.37	\$ 21.32	\$ 22.37	\$ 23.51	\$ 24.04	\$ 24.28	\$ 24.58	\$ 25.69
12	\$ 19.91	\$ 20.86	\$ 21.84	\$ 22.89	\$ 24.07	\$ 25.18	\$ 25.75	\$ 26.00	\$ 26.33	\$ 27.52
13	\$ 21.32	\$ 22.37	\$ 23.51	\$ 24.64	\$ 25.76	\$ 27.05	\$ 27.66	\$ 27.93	\$ 28.28	\$ 29.56
14	\$ 22.89	\$ 24.07	\$ 25.18	\$ 26.45	\$ 27.71	\$ 29.02	\$ 29.67	\$ 29.97	\$ 30.34	\$ 31.72
15	\$ 24.64	\$ 25.76	\$ 27.05	\$ 28.39	\$ 29.81	\$ 31.22	\$ 31.92	\$ 32.24	\$ 32.64	\$ 34.11
16	\$ 26.45	\$ 27.71	\$ 29.02	\$ 30.41	\$ 31.87	\$ 33.35	\$ 34.10	\$ 34.44	\$ 34.87	\$ 36.45
17	\$ 28.39	\$ 29.81	\$ 31.22	\$ 32.67	\$ 34.28	\$ 35.98	\$ 36.79	\$ 37.16	\$ 37.61	\$ 39.32
18	\$ 30.41	\$ 31.87	\$ 33.35	\$ 35.01	\$ 36.60	\$ 38.43	\$ 39.30	\$ 39.69	\$ 40.18	\$ 42.00
19	\$ 33.30	\$ 35.01	\$ 36.62	\$ 37.38	\$ 40.25	\$ 42.18	\$ 43.13	\$ 43.56	\$ 44.10	\$ 46.10
20	\$ 36.62	\$ 38.43	\$ 40.25	\$ 42.18	\$ 44.17	\$ 46.33	\$ 47.37	\$ 47.84	\$ 48.43	\$ 50.63
21	\$ 40.25	\$ 42.18	\$ 44.17	\$ 46.33	\$ 48.52	\$ 50.89	\$ 52.03	\$ 52.55	\$ 53.20	\$ 55.61
22	\$ 44.17	\$ 46.33	\$ 48.52	\$ 50.88	\$ 53.25	\$ 55.82	\$ 57.07	\$ 57.64	\$ 58.38	\$ 61.00

**OT/PT/ST
EFF 6/1/2021**

Step	1	2	3	4	5	6	7	8	9	10
<i>Year</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>7</i>	<i>10</i>	<i>12</i>	<i>15</i>	<i>20</i>
19	\$36.63	\$38.43	\$40.25	\$42.18	\$43.13	\$43.56	\$44.10	\$46.10	\$46.33	\$47.02
20	\$ 40.25	\$42.18	\$44.17	\$46.33	\$47.37	\$47.84	\$48.43	\$50.63	\$50.88	\$51.34

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 Benefits Overview

DRRAFT

SEIU73HEALTHCAREPROF2017-2020 F

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

Cook County Benefit Overview Cont.

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

DRAFT

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

Cook County Benefit Overview (Cont.)

SEIU73HEALTHCAREPROF2017-2020 F

DRAFT

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

SE!U73HEALIBC:AIIBPROF2017-2020F

DRAFT

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

**Cook County Benefit Overview (Cont.)
Employee Contributions as a Percentage of Salary (Pre-Tax)**

SEIU73HEALTHCAREPROF 2017-2020 F

DRAFT

APPENDIX D

SIDE LETTER

Between

SEIU LOCAL 73 and COOK COUNTY

Health Care Professionals

In interpreting the term "cost of courses" in Article IX, Section 4 of this Agreement; the parties agree, for this health care professional bargaining only, that the cost of books is an allowable expense.

SEIU73HBALTHCAREPROF2017-2020 F

APPENDIX D

SIDE LETTER

Between

SEIU LOCAL 73 and COOK COUNTY

If an employee who works at Stroger Hospital can establish that he entered the JTDC parking lot at least one half ($\frac{1}{2}$) hour before the start of his shift, and management determines that there was a shuttle problem, and the employee has no pattern of tardiness, the employee will neither be disciplined nor docked so long as they reports on duty within thirty (30) minutes of the start of his shift.

DRAFT

SEITJ 73Healthcare Professionals 2017M2020F

DRAFT

APPENDIX D

SIDE LETTER

Between

SEIU LOCAL 73 and COOK COUNTY

1. The parties, SEIU Local 73 and the CCH agree to continue bargaining regarding sexual harassment/violence in the workplace for those employees who work at JTDC and Cermak. Both sides are committed to ensuring a safe and healthy workplace environment.
2. To that end, the parties commit to coming to an agreement regarding electronic notification by employees, and in person training regarding proper procedures and education of staff.
3. When the parties come to an agreement it shall be incorporated into the collective bargaining agreement.

The following Memorandum of Agreement is incorporated by reference into the collective bargaining agreement:

DRAFT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Cook ("County" or "Employer") and SEIU Local 73 ("Union") (collectively the "Parties").

WHEREAS, the Parties are signatories to a collective bargaining agreement covering employees of the Employer.

WHEREAS, the Cook County Health and Hospitals System has identified an operational need to utilize ten (10) hour shifts for titles which provide mental health services at the Juvenile Temporary Detention Center (JTDC) to ensure clinical continuity.

WHEREAS, the County has a need to fill positions in the title of Mental Health Specialist (MHS) on an emergency basis pursuant to the CCHHS Employment Plan.

WHEREAS, the parties agree that adequate clinical healthcare is an operational priority at the JTDC.

The parties agree to the following:

- I. In exchange for the promises of the Union as detailed in this agreement the County shall:
 - a. Fill MHS positions as needed on an emergency basis. These hires shall work no more than 120 work days counting from the date of hire.
 - b. The County shall simultaneously post these positions on a permanent basis and the normal posting and hiring process shall control.
 - c. Schedule employees working at JTDC for a shift of ten (10) consecutive hours of work on each of eight (8) work days in a fourteen (14) day period. The County shall not regularly schedule employees to work more than four (4) consecutive days, but may do so to address acute staffing needs.
 - d. Immediately implement the ten (10) hour shift for temporary MHS hires. On or before August 27, 2018, the County shall implement the ten (10) hour shift for regular fulltime employees working in the classifications of: (1) Mental Health Specialist III; (2) Psychiatric Social Worker; (3) Medical Social Worker V.
 - e. Pay employees working the ten (10) hour shift for ten hours of pay for all holidays.
 - f. Allow employees working the ten (10) hour shift to take vacation in ten (10) hour increments.
 - g. Notwithstanding Section 3.3 of the collective bargaining agreement, pay employees working the ten (10) hour shift overtime at the rate of 1.5 times their regular rate of pay for all hours worked in excess of ten (10) hours in one day or forty (40) hours in one week.

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