



Safety Officer unit contains approximately fourteen members, and all members are required to perform police and firefighting duties and responsibilities. Oak Forest Health Center has recently changed from an in-patient hospital with 50 occupied buildings, to now an out-patient facility with an urgent care center with only four (4) buildings for patient services in use by the County.

### **Issues**

Initially the parties had the following issues in dispute:

For the Employer: Section 6.2 Overtime (economic); Section 9.1 Sick Pay (economic); Section 10.5 Family Responsibility Leave (economic); Section 13.1 Wage Schedule (economic); Section 17.6 Contracting and Subcontracting of Work (economic); New Section- Printing Collective Bargaining Agreements (economic); New Section- Residency Requirement (economic).<sup>1</sup>

For the Union: Section 11.2 Disability Benefits (economic); Section 13.1 Wage Schedule (economic); Section 14.2 Discipline Procedure (non-economic); Section 21.1 Termination (non-economic)

There was an additional issue raised by the Employer at the hearing regarding an alleged tentative agreement over personal days.

The positions of each of the parties are as follows:

#### **Section 6.2: Overtime**

##### **Employer:**

An Employee shall be paid at one and one-half (1 ½) times their regular hourly rate of pay for hours worked beyond eight (8) hours in a work day or eighty (80) hours in any regular work period. When the occasion for overtime assignment arises as a result of replacement of a bargaining unit member or because of a special detail, it shall be distributed in the following manner.

When the County has sixteen (16) hours or less notice, it shall be offered to the full time bargaining unit members who are working at the time such notice becomes available on the basis of seniority, with overtime being offered by seniority on a rotating

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<sup>1</sup> During the course of the hearing, the Employer and Union agreed to withdraw all of the proposals except Sections 13.1, Wage Schedule; Section 11.2, Disability Benefits; Section 14.2, Discipline Procedure, Section 21.1, Termination and the Personal Days issue.

basis beginning with the most senior employee. An employee who declines the overtime shall be counted as having worked the overtime and will be placed at the bottom of the rotation list. An employee who works the overtime will be placed on the bottom of the rotating list. The next most senior employee will then be at the top of the overtime rotation list.

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

Employees will be expected to perform any reasonable amount of overtime work assigned to them but in no case will any employee be required to work more than twelve (12) consecutive hours except in an emergency situation. The County shall maintain overtime records which shall be made available for inspection by the Union.

For purposes of this Article, hours worked shall mean hours actually worked and all authorized paid leave, except sick leave. Pay for overtime hours worked during the regular work period shall not be duplicated or pyramided.

**The County shall refuse overtime that would result in more than 40-hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity as determined by the County.**

**Union:** Status Quo

**Section 9.1: Sick Pay**  
**Employer**

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 fifty (150) days. An employee will not earn sick pay credit while on leave of absence without pay, or during any period the employee is absent from work because of an occupational illness or injury. Employees using sick leave benefit will be paid at the straight time hourly rate, plus shift differential when applicable. Up to the employee's accumulated sick pay credits, an employee prevented from working because of the employee's illness in the employee's immediate family, shall be entitled to receive sick pay for each day the employee otherwise would have worked. Sick time is not to be used by employees as vacations or simply to take time off with pay, but employees shall not be disciplined for the bona fide use of sick time.

**An employee who has been off duty for three (3) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness to the County's physician, and may be required to undergo examination by the facility's and/or County's physician before returning to work.**

Union: Status Quo

**Section 10.5: Family Responsibility Leave**

**Employer**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained in accordance with the Family Medical Leave Act (FMLA) leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

**Any employee granted a family and medical leave must use available benefit time such as sick, vacation, personal and compensatory time when invoking FMLA. Employees may not opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical Leave.**

Union: Status Quo

**Article XI Insurance**

**Employer:** Mercer Proposal

Union: Status quo, except for Section 11.2, see below.

**Section 11.2 Disability Benefits**

**Employer:** Status Quo

**Union:**

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 a 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 will also be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of the injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any

cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive on the thirty-first (31<sup>st</sup>) 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 31<sup>st</sup> day then disability payment will not begin until the 1<sup>st</sup> day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of an accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. **However, the employee, at his option, may use any such paid leave time while awaiting determination of the position regarding the nature of the injury leave, which time shall be returned to the employee if the determination of the County is that the nature of the injury or illness is duty disability.**

A disabled employee is not required to be hospitalized at any institution operated by the County except as so ordered by the Industrial Commission. Since the County is responsible for the benefits payable in respect to duty 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 13.1 Wage Schedule**

#### **Employer:**

Effective June 1, 2009	1.00%
Effective June 1, 2010	1.00%
Effective December 1, 2010	0.50%
Effective June 1, 2011	1.50%
Effective December 1, 2011	2.00%
Effective June 1, 2012	2.50%

#### **Union:**

Effective December 1, 2008	2%
Effective December 1, 2009	1.5%
Effective December 1, 2010	2%
Effective December 1, 2011	2%
Effective June 1, 2012	1%

Plus a 2% Economic Adjustment for all member with a Firefighter II Certificate

### **Section 14.2 Discipline Procedure**

**Employer:** Status Quo

#### **Union:**

After the issuance of a verbal or written reprimand, the Employer shall meet with the employee and Union representative, if requested, for the purpose of advising the employee of the charges and reasons for the disciplinary action.

~~Employees who are to be or may be discharged or suspended for a period of more than thirty (10) days shall be subject to the procedures set forth in the Rules of Cook County. Said employees are entitled to Union representation in any disciplinary proceeding consistent with the said procedures. Suspensions of thirty (30) days or less, written reprimands and verbal reprimands.~~ **Any form of discipline shall be appealable pursuant to Article V of this Agreement (Grievance Procedure). The Chief shall have the sole authority to discipline.**

**Section 17.6: Contracting and Subcontracting of Work:**

**Employer**

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 ~~three (3) months~~ **thirty (30) days** 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 ~~law enforcement/security positions within the Cook County Health Bureau~~ **bargaining unit positions.**

Union: Status Quo

**New Section: Printing Collective Bargaining Agreements:**

**Any and all costs related to the printing of collective bargaining agreements in booklet form shall be divided equally between the County and the Union provided the booklets are printed by the Cook County Digital Graphics department.**

**The Union may opt to print collective bargaining agreements for their members at a facility other than the Cook County Digital Graphics Department. However, the Union will be solely responsible for the cost of printing the Agreements.**

Union: Reject addition

**NEW SECTION: Residency Requirement**

**New hires working for the County of Cook must be in compliance with the Cook County Residency Ordinance.**

**Please note: Current employees who reside outside of the County on December 5, 2000, are exempt from provisions of the Residency Requirement in accordance with the Cook County Residency Ordinance.**

Union: Reject Addition

**Employer Proposes to Delete Prior Proposal for Personal Days:**

**This Section was mistakenly put on the table as County clean-up language; the personal days were never part of the CBA and the intent of the proposal was**

**County's clean-up language for the personal day sections that were in some of the other County CBAs. It was not the County's intent to give this group of employees personal days, as was the Union's understanding of the Section. Therefore, there was no meeting of the minds at the time the proposal was T.A.'d.**

**Union:** Reject County's argument. The proposal was T.A.'d; therefore, the Arbitrator should incorporate it into the CBA.

### **Section 21.1 Termination**

**Employer:** No proposal

**Union:**

~~This Agreement shall be effective as of the date of its execution, and remain in force and effect until November 30, 2008.~~ **This Agreement shall be effective the 1<sup>st</sup> day of December, 2008, and shall remain in full force and effect until midnight on the 30<sup>th</sup> day of November, 2011.** It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by certified mail, or hand delivery, at least one hundred twenty (120) days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the post mark, or the date of hand delivery in which case a written, dated receipt shall be made. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date.

### **Analysis**

Section 14(h) of the IPLRA lists the following factors for consideration in interest arbitration:

- (h) Where there is no agreement between the parties,... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:
- (1) The lawful authority of the employer.
  - (2) Stipulations of the parties.
  - (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
  - (4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration

proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

- (A) In public employment in comparable communities.
  - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
  - (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
  - (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
  - (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment.

Each of these factors are to be considered by the arbitrator when determining what the appropriate award will be. However, depending on the facts and circumstances of the case, certain factors may be given more weight than others. The two primary factors at issue in this case are the interests and welfare of the public and the financial ability of the government to meet those costs as well as the internal comparison of wages, hours and conditions of employment of employees performing similar duties within the County. As has already been discussed at length by other arbitrators and economists, the economy is in bad condition and is having a very difficult time recovering from the recession. The economy has impacted public employers especially hard and has resulted in thousands of layoffs and other reductions in order for the public employers to meet their budgets. The County has not been immune from the impact of the recession and is currently facing a significant budget deficit for the

upcoming year. Therefore, the County's ability to pay these wages is a significant factor for this Arbitrator.

As far as internal comparables are concerned, as has been discussed by prior arbitrators, Cook County is a unique animal in terms of its size, income, staff, and structure and there are no other counties in the state quite like it.<sup>2</sup> Therefore, historically, arbitrators have generally compared the wage patterns between the different sworn County units. In this case, there are two competing wage patterns established by two different interest arbitrators that have been issued for the Employer's sworn units recently.

The patterns established by each arbitrator are as follows:

<b><u>Benn Award</u></b>		<b><u>Nathan Award</u></b>	
Effective December 1, 2008	2.00%	Effective June 1, 2009	1.00%
Effective December 1, 2009	1.50%	Effective June 1, 2010	1.00%
Effective December 1, 2010	2.00%	Effective December 1, 2010	0.50%
Effective December 1, 2011	2.00%	Effective June 1, 2011	1.50%
Effective June 1, 2012	1.00%	Effective December 1, 2011	2.00%
Total	8.50%	Effective June 1, 2012	2.50%
		Total	8.50%

The Union requests that I follow the Benn pattern and the County requests that I follow the Nathan pattern. Both patterns result in a net wage increase of 8.5% over the term of the contract; the difference is that the Nathan award is back-loaded to reduce the amount of back-pay. In light of the current economic crisis and the County's assertions that it cannot afford the extensive amounts of back-pay awarded by Benn, I select the Employer's (Nathan) wage pattern.

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<sup>2</sup> There have been arguments made and relied upon recently that compare Will County to Cook County, but such a comparison is not necessary here.

The Union has also requested an additional 2% economic adjustment for members that are required to have the Firefighter II certificate,<sup>3</sup> which the Union contends is unique to this group of employees. The Union contends that because the officers at Oak Forest Health Center are unlike any other County employees in that they perform both security and firefighting duties, they therefore deserve a 2% wage adjustment. The Employer maintains that all members of this bargaining unit are required to maintain a Firefighter II certificate because firefighting is one of the essential duties and responsibilities of the position. The Employer maintains that a Firefighter II certificate is a prerequisite for the employees in this Unit and all members possess the required certificate; therefore, these members are not entitled to an additional 2% economic adjustment. Without addressing the merits of both parties' arguments, I am going to reject the 2% wage adjustment due to the current economic climate.<sup>4</sup>

Finally, as far as the non-economic proposals are concerned, based on the parties' discussions regarding Section 14.2, I am modifying the Union's proposal for Section 14.2 by deleting the language of Sections 14.1 and 14.2 of the last CBA and ordering the parties to adopt the Employee Discipline Rights Section that is currently contained in the CBA for the Stroger Hospital Security Officers. Therefore, the language for Section 14.1 will now read as follows:<sup>5</sup>

**Section 14.1 Employee Discipline Rights**

**The County shall not take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to representation consistent with the Bill of Rights, 50 ILCS 725/1, et seq., and the Illinois Public Labor Relations Act. The Union and the County agree that**

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<sup>3</sup> The members of this Unit are responsible for performing both security and firefighting duties and responsibilities.

<sup>4</sup> My holding does not preclude the Union from again making an argument for a wage adjustment in future negotiations. My award should not be read to have any bearing on either party's arguments on the merits of the request for the wage adjustment in the future.

<sup>5</sup> Section 14.2 is being deleted and condensed into Section 14.1.

discipline should be timely, progressive and accompanied by counseling where appropriate. Progressive discipline shall follow the below procedures. Employees are entitled to Union representation, if requested, when at any meeting called by the employees' supervisors or the County, the employee reasonably believes that discipline can result from the meeting. It is understood that employees are subject to the general orders, rules and regulations of the County.

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

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

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

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

Furthermore, I accept the Employer's proposal for Section 11.2 to maintain the status quo, with the following addition: if an employee is injured on duty and there is no determination made regarding his disability benefits within twenty-one (21) days after the injury, the Union may request a labor-management meeting to discuss the status of the disability benefits review. Therefore, Section 11.2 will now read as follows.

### **Section 11.2 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 a 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 will also be paid to employees who are participants in the County Employee Pension Plan. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing his/her duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of the injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Workers' Compensation paid by the County. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such

disability compensation will be entitled to receive on the thirty-first (31<sup>st</sup>) 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 31<sup>st</sup> day then disability payment will not begin until the 1<sup>st</sup> day the employee is in no-pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of an accumulated sick pay and/or vacation pay credits unless the employee and the County otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. **However, if, after twenty-one (21) days of the injury, the County has not yet made a determination as to the employee's duty disability application, the Union may request a labor-management meeting to discuss the status of the County's review.**

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 duty 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.

Finally, I accept the Employer's argument that the parties did not have an actual meeting of the minds on the Personal Days provision in that the Employer mistakenly put forward language that it believed was clean-up language and it did not put the language forward with the intent of giving the bargaining unit personal days that they had previously not had. Therefore, I find that since there was not a meeting of the minds on the Personal Days issue, there was no tentative agreement and the Employer's request to withdraw the proposal is granted.

The parties have also requested that all of their tentative agreements be incorporated with this award. Therefore, I have attached all such agreements to this award as Appendix A, B and C.

### **Award**

1. The Joint Employer's proposal for wages is selected.

2. The Union and Employer's proposals for Sections 14.2 and 11.2 are modified by the above language.
3. The Employer's request to withdraw the Personal Days proposal is accepted.

Respectfully submitted,

/s/ *Barry E. Simon*

Barry E. Simon  
Neutral Arbitrator

Date January 13, 2012

**MEMORANDUM OF AGREEMENT**

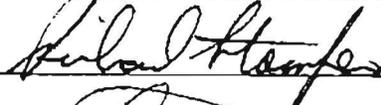
This Memorandum of Agreement ("MOA") is entered into by and between the Oak Forest Hospital of Cook County ("Employer") and the Illinois FOP Labor Council ("Union"), parties to a Collective Bargaining Agreement ("Agreement") covering the Employer's Sworn Peace Officers, effective December 1, 2004 through November 30, 2008, and currently in negotiation for a successor Agreement.

**THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The parties agree that the attached document entitled "Watch Selection Bid" will be implemented upon execution and will also be incorporated as an Appendix to a successor Agreement and as an attachment to the current Agreement until a successor Agreement is in effect.
2. The implementation of this MOA along with the "Watch Selection Bid" will not interfere with nor be used to cancel any currently approved vacation.
3. The membership of the bargaining unit will have a right to ratify this MOA prior to execution and implementation.

**IN WITNESS WHEREOF,** The parties hereto have executed this Memorandum of Agreement on the dates shown below.

**ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL**

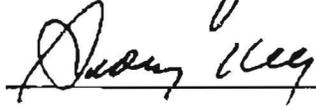
  
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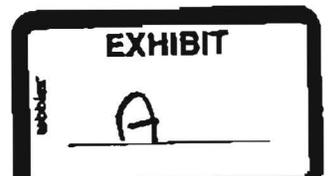
DATE: 9/23/09

**OAK FOREST HOSPITAL**

  
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DATE: 9/23/09



Oak Forest Hospital of Cook County  
DEPARTMENT OF PUBLIC SAFETY

<b>Subject: WATCH BID SELECTION</b>		<b>Procedure:</b>
<b>Originated by: Director of Public Safety</b>		<b>2 Pages, 3 Attachments</b>
<b>Approved: Sidney Kelly, Director</b>		<b>Distribution:</b>
<b>Effective Date:                      Orig.:</b>		<b>Department                      (X)</b> <b>Division                              ( )</b>

**I. STATEMENT**

- A. This policy introduces the initiation of the department watch bid system.
- B. Beginning 1 November 2009, members with the employment position title of Public Safety Officer I will be assigned to a watch for one year.
- C. This policy introduces the Watch Bid Selection Form (811XX) and the Watch Bid Issuance Log (811XX).

**II. PROCEDURES**

- A. Department members holding the rank of Public Safety Officer I will be assigned to a watch for a period of one year (1 January until 31 December). The start and completion dates for the year will be adjusted to coincide with County Pay Periods. The time frame will be adjusted to start on the beginning of the first pay period on or immediately after 1 January each year.

- ADD* B. The Director of Public Safety will identify the number of positions for Public Safety Officers on each shift. The shift staffing will be separated by training. Officers certified as Fire Fighters will select first followed by the members without certification. *FOR FF II POSITIONS, NON-PSO'S WILL HAVE FIRST CHOICE BY SENIORITY*

- C. Available positions by watch will be posted no later than 15 October each year. This posting will be used by selecting members to identify what is available prior to preparing their Watch Bid Selection Form.

- D. The bidding member will prepare the Watch Bid Selection Form as follows:

1. Member (print name)
2. Enter Star Number
3. Enter Posted Seniority number
4. Members Certified as a Fire Fighter II (FFII) place an "X" in that section, if not, place an "X" in the Public Safety Officer (PSO) section.
5. Enter Watch Selections Choices. The choice wanted most should be your first choice; your second choice should be the watch wanted next, if the first choice was not available, Etc.
6. Sign and date the Watch Bid Selection form before presenting it to the On-duty Supervisor.

II. PROCEDURES (Cont'd)

Note: A choice of "No Bid" allows management to select the shift placement. If a member makes fewer selections than needed to identify a watch based on their seniority, management has the right to identify a watch for those members. The selection of "No Bid" as the 2<sup>nd</sup> or 3<sup>rd</sup> choice indicates if the first or second choice is not successful, management has the right to make the watch assignment. If the member chooses "No Bid" as their only choice, management will make the selection for that member.

E. The On-Duty Supervisor will indicate the date and time the form was issued and received on the Form Issuance and Receipt Log. The form will be forwarded to the Public Safety Department's Administrative Office immediately. The log will be forwarded when all forms are issued and collected. If a member is absent or going to be absent for a period of time, forward the log and any form(s) that were not distributed. All forms must be returned by 1 November and the selection results will be posted by 15 November.

ADD - THE OFFICER SHALL RECEIVE A COPY OF THE FORMS WITH THE TIME AND DATE STAMPED.

F. Watch Adjustments

Adjustments to watch staffing will be made due to retirement, separation, extended absence due to illness, etc. Volunteers will be sought based on seniority. If there are no volunteers, reverse seniority will be used to identify members needed to adjust staffing. Adjustments for successful bidders will only be made if and when staffing was to decrease on a watch that impacted officer safety.

ADD - VACATIONS & HOLIDAY REQUESTS SHALL NOT BE AFFECTED  
STRIKE-OUT

G. Management Positions

Management reserves the right to identify personnel for 20% (minimum of two officers, 1 Certified Fire Fighter and 1 Non-Certified Fire Fighter) of the staffing allocated for each watch.

ADD - THE UNION (F.O.P. LOCAL 758) SHALL RECEIVE A COPY OF THE BID LIST AND BE ALLOWED TO CHALLENGE ANY DISCREPANCIES TO THAT BID LIST, BASED ON SENIORITY.

REFERENCE

STRIKE-OUT DUE TO THE CONTRACT UNDER THE (GRIEVANCE PROCEDURES)

**OAK FOREST HOSPITAL  
PUBLIC SAFETY DEPARTMENT**

**WATCH BID POSITIONS**

**1<sup>ST</sup> Watch (7)**

FFII :	<u>L. Rice</u>	Seniority #	<u>8</u>	Sat/Sun
FFII :	<u>R. Causey</u>	Seniority #	<u>11</u>	Sun/Mon
FFII :	<u>K. Gorss</u>	Seniority #	<u>14</u>	Mon/Tue
FFII :	<u>A. Henderson</u>	Seniority #	<u>16</u>	Tue/Wed (Relief)
PSO :	<u>G. Henderson</u>	Seniority #	<u>3</u>	Wed/Thu
PSO :	<u>W. Stewart</u>	Seniority #	<u>13</u>	Thu/Fri
PSO :	<u>J. Johnson</u>	Seniority #	<u>20</u>	Fri/Sat (Relief)

**2<sup>nd</sup> Watch (9)**

FFII :	<u>V. Napolez</u>	Seniority #	<u>1</u>	Sat/Sun (Emergency Room)
FFII :	<u>M. McClain</u>	Seniority #	<u>4</u>	Sun/Mon
FFII :	<u>L. Esqueda</u>	Seniority #	<u>6</u>	Mon/Tue
FFII :	<u>S. Isais</u>	Seniority #	<u>9</u>	Tue/Wed
FFII :	<u>G. Cartwright</u>	Seniority #	<u>17</u>	Wed/Thu (Relief)
PSO :	<u>D. Johnson</u>	Seniority #	<u>5</u>	Thu/Fri
PSO :	<u>W. Sewell</u>	Seniority #	<u>7</u>	Fri/Sat
PSO :	<u>J. Carrillo</u>	Seniority #	<u>21</u>	Sat/Sun
PSO :		Seniority #		Sun/Mon (Relief)

**3<sup>rd</sup> Watch (9)**

PSO :	<u>E. Evans</u>	Seniority #	<u>19</u>	Sat/Sun (Emergency Room)
FFII :	<u>G. Mangialardi</u>	Seniority #	<u>2</u>	Sun/Mon
FFII :	<u>H. Palmer</u>	Seniority #	<u>12</u>	Mon/Tue
FFII :	<u>H. Torres</u>	Seniority #	<u>15</u>	Tue/Wed (Relief)
FFII :	<u>C. Jamriska</u>	Seniority #	<u>18</u>	Wed/Thu
PSO :	<u>M. Matutis</u>	Seniority #	<u>22</u>	Thu/Fri
PSO :	<u>C. Pauls</u>	Seniority #	<u>10</u>	Fri/Sat
PSO :		Seniority #		Sat/Sun
PSO :		Seniority #		Sun/Mon (Relief)

(EFFECTIVE: JANUARY 03, 2010)

**OAK FOREST HOSPITAL  
PUBLIC SAFETY DEPARTMENT**

**WATCH BID POSITIONS**

**1<sup>st</sup> Watch (7)**

4 Fire Fighter IIs  
3 Public Safety Officers

**2<sup>nd</sup> Watch (9)**

5 Fire Fighter IIs  
4 Public Safety Officers

**3<sup>rd</sup> Watch (9)**

4 Fire Fighter IIs  
5 Public Safety Officers

## SIDE LETTER AGREEMENT

This Side Letter of Agreement ("Agreement") is entered into by and between Oak Forest Hospital of the County of Cook ("Employer") and the Illinois FOP Labor Council ("Union"), parties to a Collective Bargaining Agreement ("CBA") covering the Employer's Sworn Peace Officers and Firefighter II's (FFII's), effective December 1, 2004 through November 30, 2008., and continuing through the pendency of negotiations of a successor CBA.

**WHEREAS**, the Employer, in its discretion has decided to require FFII certification as a requirement for eligibility to promotion of sergeant; and

**WHEREAS**, members of the bargaining union have not been allowed access to FFII training for a considerable period of time and therefore have not been allowed to obtain certification; and

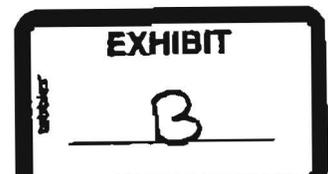
**WHEREAS**, the Employer has recently promoted to the position of sergeant, a promotion to which a number of applicants were ineligible as a result of their not having obtained FFII certification, and

**WHEREAS**, the Union grieved the lack of access to FFII training; and

**WHEREAS**, the parties have met and discussed and have reached certain understandings, regarding all of the foregoing and now desire to set said this side letter of agreement into writing.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

1. The Employer agrees that no further promotions to the position of sergeant will take place until such time as all members of the bargaining unit, not currently



certified as FFII have had the opportunity, at least once, to take FFII training and obtain certification.

2. The Employer will offer all members of the bargaining unit, who are not currently qualified as FFII, to volunteer for the training.
3. The volunteers for FFII training will be sent at the Employer's expense to such training. The agency performing such training will be chosen by the employer as long as the training is considered sufficient to allow an employee to qualify for certification.
4. The dates for the training will be determined by the Employer, except that if all employees who have volunteered for the training, at the Employer's discretion, are not sent to training at the same time, then those employees with the greatest seniority will be sent first.
5. Upon successful completion of the training, employees will be sent to take the Office of the Illinois State Fire Marshall certification exam for FFII at the earliest opportunity.
6. Upon the completion of training an employee will be returned to the shift from which he came.
7. While an employee is in FFII training the shift vacancy will be filled in accordance with prior procedures.
8. The Union agrees to withdraw the aforementioned grievance with prejudice
9. Both parties shall consider this settlement agreement to be a final and complete resolution of all issues arising out of the grievance.

10. Both parties recognize that neither admits to any wrongdoing and both parties retain their previous positions as to whether the employer has the right to compel an employee to take FFII training.

11. All disputes arising under this Side Letter of Agreement shall be subject to the grievance/arbitration procedures of the CBA.

12. This side letter of agreement shall expire upon the volunteers for FFII training having had the opportunity to take the training and, if successfully completed, the Illinois State Fire Marshall Certification exam.

**IN WITNESS WHEREOF**, The parties hereto have executed this Side Letter of Agreement on the dates shown below.

**ILLINOIS FRATERNAL ORDER  
OF POLICE LABOR COUNCIL**

*Richard Hoffman*

DATE: 2/2/09

*Larry Egan 02/02/09*

**OAK FOREST HOSPITAL**

*Thomas G. Brown*  
*Dir. Lisa Keltner*

DATE: 02-02-09

them to more time under current County policy) without pay. Insurance coverage shall be maintained in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

**Section 10.6. Seniority on Leave:**

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

**Section 10.7. Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on leave of absence, except when absent from work because of an occupational illness or injury. An employee on leave of absence except for injured on duty (IOD) leave, maternity leave, or paternity leave or other leave as authorized by FMLA, will be required to pay the cost of the insurance benefits provided in Article XI in order to keep these benefits in full force and effect during the period of leave. An employee on maternity leave, paternity leave, or other leave as authorized by the FMLA, will be required to only pay that portion of insurance he/she paid prior to going on such leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Hospital's Payroll Office prior to departure on the leave. For the failure to make such arrangements the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 10.8. Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Upon application within such year, such leave may be extended by mutual agreement of the Union and the County. 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 this Article.

**Section 10.9. Military Leave:**

~~An e~~Employees who ~~enter~~ serves in the ~~armed services~~ Armed Forces of the United States, or who is a member of the National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to all the re-employment rights provided for in the Universal Military Service and Training Act of 1951, as amended rights and privileges conferred by all applicable federal and state laws.

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

TA  
3/15/10  
R.S.  
[Signature]

