

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)

AND

COUNTY OF COOK

AND

COUNTY OF COOK/SHERIFF OF COOK COUNTY
(as Joint Employers)

Effective

December 1, 2006 thru November 30, 2010

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 18 2007

COM _____

**COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)
MEMBER UNIONS WITH
COUNTY OF COOK**

1. **International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge**
2. **International Union of Elevator Constructors, Local 2**
3. **Sewer & Tunnel Miners Union, Local 2, Laborers' International Union of North America**
4. **Journeyman Plasterers Protective and Benevolent Society, Local 5**
5. **Chicago and Northeast Illinois District Council of Carpenters, Local 13**
6. **Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades**
7. **International Association of Heat & Frost Insulators and Asbestos Workers, AFL-CIO, Local 17**
8. **The United Order of American Bricklayers & Stone Masons, Local 21, IL of IUBAC**
9. **Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity**
10. **Architectural & Ornamental Iron Workers' Union, Local 63**
11. **Sheet Metal Workers' International Association, Local 73**
12. **International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126**
13. **Chicago Journeyman Plumbers Union, Local 130, UA**
14. **International Brotherhood of Electrical Workers, Local 134**
15. **International Union of Operating Engineers, Local 150, AFL-CIO**
16. **Pipe Fitters Association, UA, Local 597**
17. **State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 726**
18. **Sign and Pictorial Painters Union, Local 830**

**COALITION OF UNIONIZED PUBLIC EMPLOYEES (C.O.U.P.E.)
MEMBER UNIONS WITH
COUNTY OF COOK/SHERIFF OF COOK COUNTY
(AS JOINT EMPLOYERS)**

- 1. The United Order of American Bricklayers & Stone Masons, Local 21, IL of IUBAC**
- 2. International Brotherhood of Electrical Workers, Local 134**
- 3. International Union of Operating Engineers, Local 150, AFL-CIO**

TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
		PREAMBLE	
I		RECOGNITION	1
	1	Representative Unit	1
	2	Union Membership	1
	3	Dues Checkoff	1
	4	"Fair Share"	2
	5	Religious Exemption	3
	6	Indemnification	3
II		COUNTY AUTHORITY	3
	1	County Rights	3
	2	County Obligation	3
	3	Union and County Meetings	3
III		HOURS OF WORK AND OVERTIME	3
	1	Purpose of Article	3
	2	Regular Work Periods	4
	3	Overtime Pay	4
	4	No Duplication of Overtime Pay	4
	5	Overtime Work	4
	6	Call Back Pay	4
IV		RATES OF PAY	4
	1	Hourly Wage Rates	4
	2	Acting Up Pay	5
V		SENIORITY	5
	1	Probationary Period	5
	2	Definition of Seniority	6
	3	Promotion, Transfer	6

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	4	Reduction in Work Force, Layoff and Recall	6
	5	Promotion and Shift Assignment	6
	6	Return to Former Job	7
	7	Return to Represented Unit	7
	8	Termination of Seniority	7
	9	Transfer of Stewards	7
	10	Discipline	8
VI		HOLIDAYS	8
	1	Regular Holidays	8
	2	COUPE Unions in Highway Department	8
	3	Eligibility	9
	4	Holidays in Vacation	9
	5	Failure to Report	9
VII		VACATIONS	10
	1	Eligibility	10
	2	Vacation Accrual	10
	3	Vacation Pay	10
	4	Vacation Preference and Scheduling	10
	5	Accrued Benefits at Separation	10
VIII		WELFARE BENEFITS	10
	1	Hospitalization Insurance	10
	2	Sick Pay	11
	3	Disability Benefits	11
	4	Life Insurance	12
	5	Pension Plan	12
	6	Dental Plan	12
	7	Vision Plan	12
	8	Flexible Benefits Plan	12
	9	Insurance Opt-Out	12

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
IX		LEAVES	12
	1	Bereavement Leave	12
	2	Sick Leave	13
	3	Union Leave	13
	4	Military Leave	13
	5	Regular Leave	13
	6	Maternity/Paternity Leave	14
	7	Seniority on Leave	14
	8	Retention of Benefits	14
X		ADDITIONAL BENEFITS	14
	1	Jury Make-up Pay	14
	2	Election Day	14
XI		GRIEVANCE PROCEDURE	14
	1	Policy	14
	2	Definition	15
	3	Representation	15
	4	Grievance Procedure Steps	15
	5	Time Limits	15
	6	Step 4	15
	7	Stewards	16
	8	Union Representatives	16
XII		CONTINUITY OF OPERATION	16
	1	No Strike	16
	2	Union Responsibility	16
	3	Discharge of Violators	16
	4	No Lock-Out	17
	5	Reservation of Rights	17

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
XIII		MISCELLANEOUS	17
	1	No Discrimination	17
	2	Safety	17
	3	Doctor's Statement	17
	4	Voluntary Workers	18
17	5	Bulletin Boards	18
	6	Partial Invalidity	18
	7	Sub-Contracting	18
	8	Apprenticeship Program	18
	9	Travel Reimbursement	18
XIV		DURATION	18
	1	Term	18
	2	Notice	19
	3	Health Insurance and Compensatory Day/ Holiday Re-opener	19
		Appendix A	
		Appendix C	

AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the County of Cook/Sheriff of Cook County, hereinafter referred to as the "County," and the "Employer" and the Coalition of Unionized Public Employees (C.O.U.P.E.), hereinafter referred to as "Union."

ARTICLE I Recognition

Section 1. Representative Unit:

The County recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for prevailing rate employees in the unit the Union currently represents.

The County recognizes that the Union has historically and traditionally represented County employees and the County is convinced that a substantial majority of the employees covered by this agreement desire the Union to represent them for purposes of collective bargaining and contract administration matters.

Appendix A lists the current job classifications represented by the Union and the rates of pay for each such job classification. The job classification listed in Appendix A is for descriptive purposes. Its use is neither an indication nor a guarantee that any classification or title set forth therein will continue to be utilized by the County.

Section 2. Union Membership:

The County will grant the Union an opportunity during the orientation of new employees in the classifications it currently represents to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

Each Employee who on the effective date of this Agreement is a member of the Union and each Employee who becomes a member after that date shall maintain his/her membership in good standing in the Union during the term of this Agreement.

Section 3. Dues Checkoff:

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

The amounts deducted shall be set by the Union, and the County shall continue to retain a service charge of five cents (5¢) for making each such deduction. If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

Section 4. "Fair Share:"

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

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or 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 5. Religious Exemption:

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

Section 6. Indemnification:

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

**ARTICLE II
County Authority**

Section 1. County Rights:

The Union recognizes that the County has the full authority and responsibility for directing its operations and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the County shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2. 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 3. Union and County Meetings:

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

**ARTICLE III
Hours of Work and Overtime**

Section 1. Purpose of Article:

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

Section 2. Regular Work Periods:

Forty (40) hours shall constitute the work week for all employees. The normal work week shall be five (5) consecutive days of employment, Monday through Friday, and in general the normal workday shall be (8) consecutive hours, with a daily one-half hour unpaid lunch period. Scheduled working times currently in effect will continue. Any changes will be negotiated with the Union prior to implementation.

Section 3. Overtime Pay:

All overtime work performed outside the regular assigned hours shall be paid according to the trade agreement (certified copies to be filed with the Department of Human Resources as set forth in Article IV, Section 1 below).

Section 4. No Duplication of Overtime Pay:

There shall be no pyramiding or duplicating of overtime pay. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime pay under any other provision.

Section 5. Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The County will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the County may assign the overtime work to any employees immediately available in that same classification. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit. In the event an employee for any reason does not receive a fair share of overtime, the employee shall not be entitled to payment for overtime not worked, but the County will, when the matter is called to its attention, give preference to such employee with respect to future overtime assignments for which he/she would be normally eligible until a reasonably fair balance in the overtime distribution is re-established. The County shall maintain such records as may be necessary to establish the overtime hours worked by each employee, which records shall be available for inspection by the Union.

Section 6. Call Back Pay:

An employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate. Any bargaining unit work started shall be paid a minimum of four (4) hours pay at the applicable rate.

**ARTICLE IV
Rates of Pay**

Section 1. Hourly Wage Rates:

The Union shall submit three (3) certified copies of a signed agreement between contractor(s) or other employer(s) and the Union to the Department of Human Resources which shall constitute proof of the prevailing rate of wages paid for the positions represented by the Union, minus the per hour costs of fringe benefits.

At the expiration date of each wage period set forth in the certified individual trade agreement above, the Union and the County shall meet for the purpose of determining the new rate of pay and effective date for the positions represented by the Union. Retroactivity will be established each year at that time.

The County will continue to consider the wage rate prevailing in industry. Implementation of the prevailing rate will be no later than the first full pay period of any given fiscal year. Any prevailing rate increase may be implemented in conjunction with the same effective date as in the employer/employee wage rate agreements found in the trade, provided that the adjustment shall be made the first full pay period following that effective date.

For those non-prevailing trade titles, effective the date certified in the individual trade agreements, the following rates shall be applied:

The County will continue to pay prevailing rate to those member unions of COUPE who currently receive prevailing rate. All other COUPE member unions shall receive the "pattern" increases. These increases are: 1.5% effective December 1, 2006, 2.5% effective June 1, 2007, 2% effective December 1, 2007 and 2.75% effective June 1, 2008, plus a one time \$500.00 lump sum bonus, all of which will be payable to those employees on the active payroll as of the effective date of approval of this memorandum by the County's Board of Commissioners, to the extent these increases have not already been paid.

Section 2. Acting Up Pay:

As has been done in the past, the County has the right based on ability and fitness and institutional seniority to temporarily assign employees to perform the duties of higher paying positions i.e. Acting Foreman. It is understood that seniority is not controlling. The County agrees to pay such employees temporarily assigned to such higher paying position for five (5) continuous days or more the rate of the job to which they are transferred payable back to the first day of such work.

ARTICLE V

Seniority

Section 1. Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be one hundred eighty (180) 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 notified about the institution of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 2. Definition of Seniority:

Seniority is an employee's length of most recent continuous employment with the County since his/her last hiring date as a full-time employee. It is understood that in the event a reduction in force (layoff) becomes necessary, seniority rights shall extend beyond the County department or institution within which the reduction in force (layoff) is taking place.

Section 3. Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference in order of their seniority, provided that the employee has the ability and fitness to perform the required work. In the event a permanent vacancy occurs outside the department in which a fully qualified employee in the bargaining unit is working, such permanent vacancy will be made known to all such employees and the Union prior to hiring a new employee to fill such vacancy. The most senior fully qualified employee desiring to fill such vacancy will be transferred on the basis of county-wide seniority and the vacancy so created will be filled by a new hire.

When filling the position of Foreman, preference shall be given to eligible bidders within the respective department or institution in which the position exists.

Section 4. Reduction in Work Force, Layoff and Recall:

1. Probationary employees shall be laid off first.
2. Thereafter, the least senior employee in the affected job classification shall be laid off first.
3. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title (s) County-wide.
4. A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off then possesses the ability to perform the job to the Employer's satisfaction without further training.
5. Employees shall be recalled in reverse order of seniority. Recall rights for employees with more than (1) one year of service will be extended from (1) one to (2) two years.
6. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date.

Section 5. Promotion and Shift Assignment:

Employees in the same job classification and in the same department or division, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 3. Other employees within a department or division will then be given preferential consideration in accordance with Section 3 for promotion to a higher paying classification, within the bargaining unit, when a vacancy occurs.

Section 6. Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the County to his /her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 7. Return to Represented Unit:

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

Section 8. 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 a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the County 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 an explanation acceptable to the County, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) working 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 Department at the County;
- (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 9. Transfer of Stewards:

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

Section 10. Discipline:

Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings consistent with the Cook County Disciplinary Action Policy and Procedure.

**ARTICLE VI
Holidays**

Section 1. Regular Holidays:

- A. The following are regular holidays for employees historically compensated at an hourly rate:

New Year's Day	Fourth of July
Memorial Day	Thanksgiving Day
Labor Day	Christmas Day

Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. Floating Holiday: The existing floating holiday (in lieu of Good Friday) shall be credited to employees on December 1 of each year, and must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year and must be used in full day increments. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Request shall not be unreasonably denied.

Effective upon ratification and County Board approval, one (1A) additional floating holiday shall be added as an Off-Set for the HMO contribution. This additional floating holiday will be available during FY 2001, to be used by November 30, 2001, with the same conditions as noted above.

In the Highway Department, the two (2) floating holidays shall not be scheduled during the snow and ice season (December 1, through April 1). However, in cases of emergency, management has the right to waive said scheduling restriction.

Section 2. COUPE Unions in the Highway Department:

- A. The six (6) following days shall not be considered holidays for the purpose of the Highway Department: Martin Luther King's Birthday; Pulaski Day; Columbus Day; Lincoln's Birthday; President's Day; Veteran's Day.

Employees shall have an option to elect Columbus Day and Veteran's Day as regular scheduled workdays. Elections must be made by a date to be determined at the sole discretion of management. All such elections shall be irrevocable. Employees who elected to work shall be paid at straight time for eight (8) hours worked on these days.

Employees not scheduled to work and not called in to work on any one of the above-noted six (6) days shall have the option to receive eight (8) hours of pay and those hours shall be deducted from each employee's accumulated compensatory time; if an employee has no accumulated compensatory time he or she may elect to be paid for a vacation day. If the employee has neither accumulated compensatory time nor accrued but untaken vacation time such employee shall not receive pay for that day.

Employees called in to work on any one of the four (4) non-optional days shall receive time and one-half (1 ½) for all hours worked on such day.

- B. Compensatory time off from overtime (TOOT) earned during snow and ice control season between December 1 of a preceding year and April 1 of a following year must be used within the remainder of the following year between April 1 and December 1. Employees may elect, however, to keep a maximum balance of 120 hours from the previous season going into the subsequent season. If an employee fails to schedule his/her compensatory time off within this period, the Department may schedule compensatory time off for the employee to ensure proper manpower availability during the next snow and ice season.

Effective upon ratification and County Board approval, employees shall schedule compensatory time off in advance. Additional, TOOT time shall not be used for tardiness. In cases of emergency, management has the right to waive said requirements. Requests shall not be unreasonably denied.

Effective Fiscal Year 2001, if there are available funds, the County will offer to all affected Highway Department employees the opportunity to receive cash for accrued compensatory time that is on the books, based on the amount and availability of funds.

- C. There will be no mandatory lunch required during overtime hours and therefore employees working overtime shall be paid at the appropriate overtime rate for all hours worked.

Section 3. 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 acceptable to the County.
- (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 leave during such period, unless the employee has a reasonable explanation acceptable to the County.

Section 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 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, acceptable to the County for failing to report.

**ARTICLE VII
Vacations**

Section 1. Eligibility:

Employees who have completed one year of service with Cook County shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

Section 2. Vacation Accrual:

Vacation accruals shall be in accordance with the bi-weekly payroll system. Employees must be in a pay status at least 5 days in a pay period to earn time in that period.

Section 3. Vacation Pay:

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 4. Vacation Preference and Scheduling:

Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.

Section 5. Accrued Benefits at Separation:

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

**ARTICLE VIII
Welfare Benefits**

Section 1. Hospitalization Insurance:

COUPE represented unions accept the current health coverage program through fiscal year 1998.

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C through fiscal year 1998.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution towards premiums. Effective upon ratification and County Board approval, employees who have elected to enroll in the

County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (1/2%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period.

All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Coalition (COUPE). All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. Effective December 1, 1996, PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).
- D. Effective upon approval by the Cook County Board of Commissioners, HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The Employer will provide a mail order prescription Program. There shall be a \$5.00 co-pay for generic and a \$10.00 co-pay for brand name mail order prescription drugs (\$5.00 if no generic is available). Employees will be required to pay and will be charged \$3.00 per office visit co-pay.

The agreement will contain re-opener for provisions for December 1, 2008 and December 1, 2009 for negotiation regarding health insurance and non-prevailing rate wages.

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 2. Sick Pay:

Employees compensated at an hourly rate will not accrue sick days. Any sick days which have been accrued prior to April 1, 1981 may be retained and can be used for purposes of sick pay until all such days have been exhausted. Once an employee has used all accumulated sick days, the employee will no longer be paid when off work due to illness.

Section 3. Disability Benefits:

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

Section 4. Life Insurance:

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

Section 5. Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under Chapter 40, Act 5, Section 1-101 of the 1992 Illinois Compiled Statutes.

Section 6. Dental Plan:

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

Section 7. Vision Plan:

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

Section 8. Flexible Benefits Plan:

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

Section 9. Insurance Opt-Out:

Effective the beginning of each fiscal year, the Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employers's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall not longer be entitled to any benefits of the opt-out program.

The insurance opt-out payment will be eliminated for County employees who are married to other County employees and receive the opt-out payment while maintaining coverage on their County spouse's insurance.

**ARTICLE IX
Leaves**

Section 1. Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family includes mother, father, husband, wife, son, daughter (including step children and foster children) brother, sister, grandparents, grandchildren and spouse's parents.

- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

Section 2. Sick Leave:

Employees absent or expecting to be absent from work due to their illness for any period of intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence.

Section 3. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 8 of this Article.

Section 4. Military Leave:

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

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

Section 5. Regular Leave:

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

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head. If approved by the Department Head, the application will then be forwarded to the Cook County Comptroller for consideration. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted 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.

No request for a leave will be considered unless approved by the Department Head and no Department Head shall grant such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of County business.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 6. Maternity/Paternity 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.

Section 7. 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).

Section 8. 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 County'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.

**ARTICLE X
Additional Benefits**

Section 1. Jury Make-Up Pay:

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

Section 2. Election Day:

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

**ARTICLE XI
Grievance Procedure**

Section 1. Policy:

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

Section 2. Definition:

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

Section 3. Representation:

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

Section 4. Grievance Procedure Steps:

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

<u>Step</u>	<u>Submission Time Limit This Step</u> (calendar days)	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Hospital Director/ Designee or County Dept. Head/ Designee	5 days	10 days
3	10 days	Director of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 5. Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Three. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County.

Section 6. Step 4:

Grievances which are not resolved at Step Three may be appealed by the Union to Step Four. At Step Four a neutral person acceptable to the County and the Union will hear the facts and arguments and decide the issue.

Section 7. Stewards:

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

Section 8. Union Representatives:

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

**ARTICLE XII
Continuity of Operation**

Section 1. No Strike:

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

Section 2. Union Responsibility:

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

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

Section 3. Discharge of Violators:

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

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

Section 4. No Lock-Out:

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

Section 5. Reservation of Rights:

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

**ARTICLE XIII
Miscellaneous**

Section 1. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

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

Section 2. Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. The County also appreciates suggestions from employees concerning safety matters, and will meet periodically with the Union to discuss same.

Section 3. Doctor's Statement:

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

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

Section 4. Voluntary Workers:

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

Section 5. Bulletin Boards:

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Hospital Director/Designee or County Department Head 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 or County property other than herein provided.

Section 6. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 7. Sub-Contracting:

All Bargaining Unit work that comes within the jurisdiction of the Union that is sub-contracted, shall be at the sole discretion of the County. This sub-contracting shall, at all times, be in compliance with State and Federal Statutes and not be used to undermine the Bargaining Unit.

Section 8. Apprenticeship Program:

The County and the Union agree to the principle of employing apprentices, when appropriate to do so, on an equal opportunity basis. To that end, during the term of this agreement but no later than three (3) months from ratification, the County and the Union will negotiate in good faith with the full intent of reaching an apprenticeship agreement to be appended to this agreement and to be implemented at a time when the County deems it appropriate after agreement with the affected Unions.

Section 9. Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at the rate of 31.5¢ per mile in accordance with the Cook County Travel Expense Reimbursement Policy.

**ARTICLE XIV
Duration**

Section 1. Term:

This Agreement shall become effective on December 1, 2006 and shall remain in effect thru November 30, 2010. It shall automatically renew itself from year to year thereafter unless either

party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Section 2. Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Director of Human Resources, Room 840, and both addressed to 118 N. Clark Street, Chicago, Illinois 60602 or if by the County, then such notice shall be addressed to the Coalition of Unionized Public Employees (COUPE) care of the Chicago and Cook County Building and Construction Trades Council, 150 N. Wacker Drive, Suite 1850, Chicago, IL 60606. Either party may, by like written notice, change the address to which notice to it shall be given.

Section 3. Health Insurance and Wage Reopener:

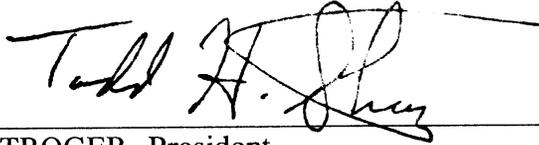
The current health insurance program is scheduled to end on November 30, 2003 and, therefore, the parties agree to a reopener (effective FY 2005) to the Collective Bargaining Agreement during which time either party may reopen the contract (upon at least sixty (60) days written notice to the other) to discuss and negotiate a new health insurance (health coverage) program.

This negotiation will cover appropriate issues relating to health care coverage including employee contributions and benefits. The County also proposes that any and all COUPE representatives be included at their request, in any union coalition negotiations or discussions regarding health coverage and/or insurance. In addition, the parties agree that wages for non-prevailing rate employees covered by this agreement will be a proper subject for a re-opener for FY 2005 and FY 2006. If the parties cannot reach agreement on the only issues subject to the reopener *i.e.*, health care coverage and wages for non-prevailing rate employees for FY 2005 and FY 2006 within ninety (90) days of the delivery of such notice, then either party may exercise any and all rights available, including but not limited to the right to engage in a strike or lockout.

Signed and entered into this 18th day of March, 2007.

COUNTY OF COOK:

BY:



TODD H. STROGER, President
Cook County Board of Commissioners

Attest:



DAVID ORR,
Cook County Clerk

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 18 2007

COM _____

APPENDIX A

**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers & Helpers, Local Lodge No. 1**

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2307	Boilermaker/Blacksmith	\$37.57/hr.	7-1-07
2310	Boilermaker/Welder	37.57/hr.	7-1-07

UNION: International Brotherhood of Boilermakers, Iron Shipbuilders,
Blacksmiths, Forgers & Helpers, Local Lodge 1

BY: 
John Skermont, Business Manager, Secretary-Treasurer

APPENDIX A

International Union of Elevator Constructors, Local No. 2

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
1411	Elevator Inspector	\$42.05/hr.	1-1-07
1413	Elevator Mechanic	42.05/hr.	1-1-07

UNION: International Union of Elevator Constructors, Local 2

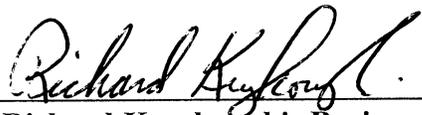
BY: 
Edward Weidner, Business Manager

APPENDIX A

Sewer and Tunnel Miners Union, Local No. 2
Laborers' International Union of North America

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2392	Laborer	\$33.15/hr.	6-1-07
2393	Laborer I	33.15/hr.	6-1-07
2394	Laborer II	33.60/hr.	6-1-07
2396	Laborer Foreman (Highway)	34.25/hr	6-1-07
2395	Laborer Foreman	34.24/hr	6-1-07
2363	Plasterer Helper	33.15/hr.	6-1-07

UNION: Sewer & Tunnel Miners Union, Local 2
Laborers' International Union of North America

BY: 
Richard Kuczkowski, Business Manager

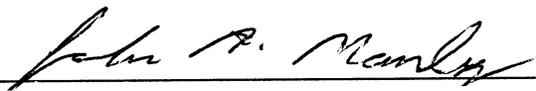
BY: 
Douglas Binder, Secretary-Treasurer

APPENDIX A

Journeyman Plasterers Protective and Benevolent Society, Local #5

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2361	Plasterer	\$40.10/hr.	7-1-07

UNION: Journeyman Plasterers Protective and Benevolent Society, Local 5

BY: 

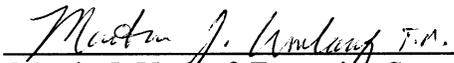
John A. Manley, Business Manager

APPENDIX A

Chicago Regional Council of Carpenters

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2317	Carpenter	\$37.77/hr.	6-01-07
2318	Carpenter Foreman	40.27/hr.	6-01-07
2321	Lather	37.77/hr.	6-01-07
2364	Upholsterer	23.22/hr.	6-01-07
2366	Maintenance Worker	23.22/hr.	6-01-07
2367	Maintenance Worker Foreman	24.36/hr.	6-01-07

UNION: Chicago Regional Council of Carpenters

BY: 
Martin J. Umlauf, Executive Secretary Treasurer

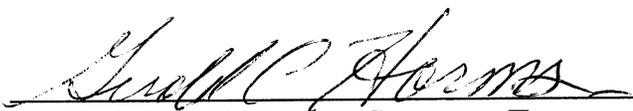
BY: 
Thomas E. Ryan, Jr., Business Representative

APPENDIX A

Painters' District Council No. 14,
International Brotherhood of Painters and Allied Trades

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2354	Painter	\$35.40/hr.	6-1-07
2356	Painter Foreman	39.83/hr.	6-1-07
4008	Painter Apprentice		

UNION: Painters' District Council No. 14, International Brotherhood of
Painters and Allied Trades

BY: 
Gerald C. Harms, Secretary-Treasurer

APPENDIX A

**The International Association of Heat and Frost Insulators
and Asbestos Workers, AFL-CIO, Local 17**

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2342	Pipecoverer	\$ 37.40/hr.	1-1-08
2368	Pipecoverer Foreman	39.40/hr.	1-1-08
2388	Pipecoverer Material Handler	26.18/hr.	1-1-08
2389	Pipecoverer Pre-Aprentice	26.18/hr.	1-1-08

UNION: International Association of Heat & Frost Insulators and Asbestos
Workers, AFL-CIO, Local 17

BY: Brian Glynn
Brian Glynn, Business Manager

APPENDIX A

The United Order of American Bricklayers & Stone Masons,
Local 21 Illinois of the IUBAC

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2311	Bricklayer	\$ 36.43/hr.	6-1-07
2312	Bricklayer Foreman	38.43/hr.	6-1-07

UNION: The United Order of American Bricklayers & Stone masons, Local 21,
IL of IUBAC

BY: 
James Allen, President

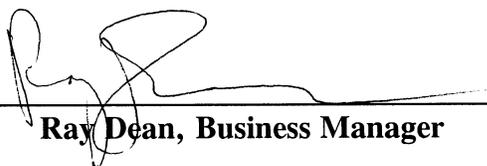
BY: 
Michael Lowery
Secretary-Treasurer

APPENDIX A

Architectural & Ornamental Iron Workers' Union, Local #63

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>EffectiveDate</u>
2336	Architectural Iron Worker	\$37.35/hr.	6-1-07
2335	Architectural Iron Worker Foreman	40.60/hr.	6-1-07
2334	Master Locksmith	37.35/hr.	6-1-07

UNION: Architectural & Ornamental Iron Workers' Union, Local 63

BY: 

Ray Dean, Business Manager

APPENDIX A

Sheet Metal Workers' International Association, Local No. 73

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>EffectiveDate</u>
2340	Tinsmith	\$37.78/hr.	6-1-07
2341	Tinsmith Foreman	40.80/hr.	6-1-07
2225	Ventilating Inspector	40.80/hr.	6-1-07

UNION: Sheet Metal Workers' International Association, Local 73

BY: Robert F. Schneider
Robert F. Schneider, Financial Secretary-Treasurer

APPENDIX A

**International Association of Machinists & Aerospace Workers,
AFL-CIO, Local 126**

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2331	Machinist	\$38.39/hr.	7-1-07
2339	Machinist Foreman	40.39/hr.	7-1-07

**UNION: International Association of Machinists & Aerospace Workers,
AFL-CIO, Local 126**

BY: Joseph M. Pijanowski
Joseph M. Pijanowski, Directing Business Representative

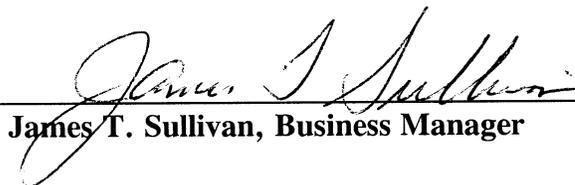
APPENDIX A

Chicago Journeyman Plumbers Union, Local 130, U.A.

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2348	Chief Plumbing Inspector	\$45.32/hr.	6-1-07
2350	Plumber	41.00/hr.	6-1-07
2352	Plumber Foreman	43.00/hr.	6-1-07
2353	Plumbing Inspector/Foreman	43.00/hr.	6-1-07
2349	Plumbing Plan Examiner	43.00/hr.	6-1-07

UNION: Chicago Journeyman Plumbers Union, Local 130, UA

BY:

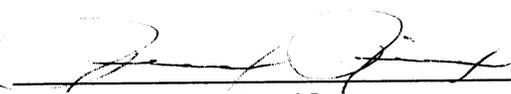

James T. Sullivan, Business Manager

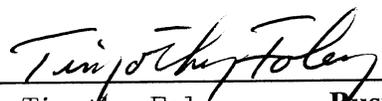
APPENDIX A

International Brotherhood of Electrical Workers, Local 134 (IBEW)

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2390	Biomedical Electrical Technician	\$37.80/hr.	6-4-07
2391	Biomedical Electrical Technician Foreman	40.40/hr.	6-4-07
2327	Chief Electrical Inspector	43.00/hr.	6-4-07
2328	Electrical Equipment Technician	37.80/hr.	6-4-07
2346	Electrical Equipment Technician Foreman	40.40/hr.	6-4-07
2330	Electrical Inspector	40.40/hr.	6-4-07
2329	Electrical Mechanic	37.80/hr.	6-4-07
2323	Electrical Plan Examiner	40.40/hr.	6-4-07
2324	Electrician	37.80/hr.	6-4-07
2326	Electrician Foreman	40.40/hr.	6-4-07
2379	Telecommunications Electrician	37.80/hr.	6-4-07
2378	Telecommunications Electrician Foreman	40.40/hr.	6-4-07

UNION: International Brotherhood of Electrical Workers, Local 134

BY: 
Richard Rioux, **President**

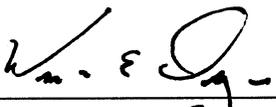
BY: 
Timothy Foley, **Business Manager/Financial Secretary**

APPENDIX A

International Union of Operating Engineers, Local 150, AFL-CIO

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2372	Road Equipment Operator	\$40.20/hr.	6-1-07
2373	R.E.O. (Master Mechanic)	\$43.75/hr.	6-1-07
2376	R.E.O. (Master Mechanic) Foreman	\$44.75/hr.	6-1-07

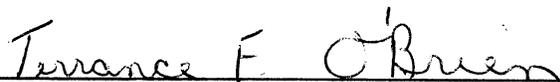
UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY: 

William Dugan, President and Business Manager

BY: 

Steven Cisco, Recording Corresponding Secretary



APPENDIX A

Pipe Fitters Association, U.A., Local 597

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2344	Steamfitter	\$40.00/hr.	6-1-07
2345	Steamfitter Foreman	42.00/hr.	6-1-07
2343	Refrigerator Man	40.00/hr.	6-1-07

UNION: Pipe Fitters Association, UA, Local 597

BY: *James Buchanan*
James Buchanan, Business Manager

Harrison Mailey
BY: Harrison Mailey, Business Representative

APPENDIX A

State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 726

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2381	Motor Vehicle Driver I	\$29.95/hr.	6-1-07
2382	Motor Vehicle Driver II	30.60/hr.	6-1-07
2371	M.V.D. (Road Repairman)	29.95/hr.	6-1-07

UNION: State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 726

BY: 
Thomas P. Clair, Secretary - TREASURER

APPENDIX A

Sign and Pictorial Painters Union, Local 830

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2359	Sign Painter (Shopman)	\$30.72	6-1-06

UNION: Sign and Pictorial Painters Union, Local 830

BY: 

Mark F. O'Donnell, Business Manager

APPENDIX A

**The United Order of American Bricklayers & Stone Masons,
Local 21 Illinois of the IUBAC
(Cook County Sheriff)**

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2431	Marble Polisher	\$27.68/hr.	6-1-07

UNION: The United Order of American Bricklayers & Stone masons, Local 21,
IL of IUBAC

BY: 

James Allen, President

BY: 

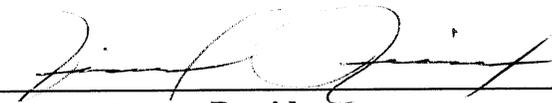
Michael Lowery
Secretary-Treasurer

**APPENDIX A
(Cook County Sheriff)**

International Brotherhood of Electrical Workers, Local 134 (IBEW)

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2239	Electrical Mechanic	\$37.80/hr	6-4-07

UNION: International Brotherhood of Electrical Workers, Local 134

BY: 
Richard Rioux, **President**

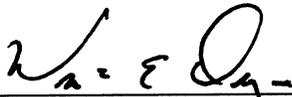
BY: 
Timothy Foley, **Business Manager/Financial Secretary**

**APPENDIX A
(Cook County Sheriff)**

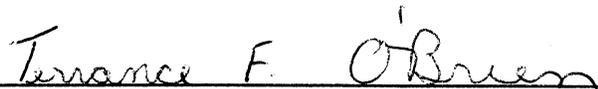
International Union of Operating Engineers, Local 150, AFL-CIO

<u>Job Code</u>	<u>Title Represented</u>	<u>Wage Rate</u>	<u>Effective Date</u>
2372	Road Equipment Operator	\$40.20/hr	6-1-07

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY: 
William Dugan, President and Business Manager

BY: 
Steven Cisco, Recording Corresponding Secretary



COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None		\$0 / \$200	\$125 / \$250
Family Deductible *	None		\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,000 **/ \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*	None		\$2,000 **/ \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)			
BENEFIT OVERVIEW	HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*
Ambulance Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

**PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY)
ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)**

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay

* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75%	N/A	1.75%
Employee plus Spouse	.5%	1.0%	1.5%	2.0%
Employee plus Family	.5%	1.25%	1.5%	2.25%
Cap	\$8 PER PAY PERIOD	None	None	None

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics Lifetime Maximum	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum* \$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

Side Letter

BETWEEN

C.O.U.P.E. AND

THE COUNTY OF COOK

regarding:

GRIEVANCE PROCEDURE [Cook County Highway Department]

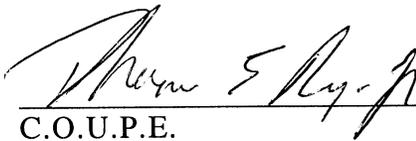
The parties agree to the following:

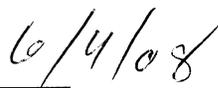
Employees who receive any form of discipline that does not involve loss of pay shall not be entitled to pre-disciplinary notice or an opportunity to respond before the discipline is given. It is the County's intent that discipline not involving loss of pay shall be determined at the District level, and will be communicated to the employee, who will then have the right to grieve the discipline in accordance with Article XI of the agreement.

Employees who receive discipline that involves a loss of pay, up to and including discharge from employment, shall be told the reasons for discipline and be given a pre-disciplinary opportunity to respond to the reasons for the discipline, before a representative or representatives of the Department designated by the Department. An employee receiving any form of discipline involving loss of pay may grieve that discipline in accordance with Article XI of the agreement, except that the grievance may be initiated at step 2 of the grievance procedure. The union may request that someone other than a person who participated in predisciplinary hearing decision be designated to hear and respond to a 2nd step grievance.

County of Cook

Date


C.O.U.P.E.


Date

Side Letter
BETWEEN
C.O.U.P.E. AND
THE COUNTY OF COOK

regarding:

Lay off Procedure

The parties agree to the following:

In the event of a layoff, the parties do not intend for bumping to occur across bargaining units (e.g., laborers bumping motor vehicle drivers, etc.) in lay off situations.

County of Cook

Date


C.O.U.P.E.

6/4/08

Date