

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

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

Effective  
December 1, 2020 through November 30, 2024

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JAN 28 2021**

**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 1
2. International Union of Elevator Constructors, Local 2
3. Journeymen Plasterers Protective and Benevolent Society, Local 5
4. Chicago and Northeast Illinois District Council of Carpenters, Local 13
5. Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades
6. International Association of Heat & Frost Insulators and Allied Workers, AFL-CIO, Local 17
7. International Union of Bricklayers and Allied Craftworkers, Local 21, IL of IUBAC
8. Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity
9. Architectural & Ornamental Iron Workers' Union, Local 63
10. International Association of Sheet Metal, Air, Rail and Transportation Workers' Local Union 73
11. International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126
12. Chicago Journeyman Plumbers Union, Local 130, UA
13. International Brotherhood of Electrical Workers, Local 134
14. International Union of Operating Engineers, AFL-CIO, Local 150
15. Pipe Fitters Association, UA, Local 597
16. State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700
17. Sign and Pictorial Painters Union, Local 830
18. Construction & General Laborers' District Council of Chicago & Vicinity, Local 1092

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

Article	Section	Subject	Page
		<b>PREAMBLE</b>	1
<b>I</b>		<b>RECOGNITION</b>	1
	1.1	Representative Unit	1
	1.2	Union Membership	1
	1.3	Dues Check-off	1
	1.4	Indemnification	2
<b>II</b>		<b>COUNTY AUTHORITY</b>	2
	2.1	County Rights	2
	2.2	County Obligation	2
	2.3	Union and County Meetings	2
<b>III</b>		<b>HOURS OF WORK AND OVERTIME</b>	2
	3.1	Purpose of Article	2
	3.2	Regular Work Periods	3
	3.3	Overtime Pay	3
	3.4	No Duplication of Overtime Pay	3
	3.5	Overtime Work	3
	3.6	Call Back Pay	3
	3.7	Second Shift	3
	3.8	Payback Structure	4
<b>IV</b>		<b>RATES OF PAY</b>	4
	4.1	Hourly Wage Rates	4
	4.2	Acting Up Pay	5
<b>V</b>		<b>SENIORITY</b>	6
	5.1	Probationary Period	6
	5.2	Definition of Seniority	6
	5.3	Promotion, Transfer	6

## TABLE OF CONTENTS (Continued)

Article	Section	Subject	Page
	5.4	Reduction in Work Force, Layoff and Recall	7
	5.5	Promotion and Shift Assignment	7
	5.6	Return to Former Job	7
	5.7	Return to Represented Unit	7
	5.8	Termination of Seniority	8
	5.9	Transfer of Stewards	8
	5.10	Discipline	8
<b>VI</b>		<b>HOLIDAYS</b>	9
	6.1	Regular Holidays	9
	6.2	COUPE Unions in Highway Department	9
	6.3	Eligibility	10
	6.4	Holidays in Vacation	11
	6.5	Failure to Report	11
<b>VII</b>		<b>VACATIONS</b>	11
	7.1	Eligibility	11
	7.2	Vacation Accrual	11
	7.3	Vacation Pay	11
	7.4	Vacation Preference and Scheduling	11
	7.5	Accrued Benefits at Separation	12
<b>VIII</b>		<b>WELFARE BENEFITS</b>	12
	8.1	Hospitalization Insurance	12
	8.2	Sick Pay	12
	8.3	Disability Benefits	13
	8.4	Life Insurance	13
	8.5	Pension Plan	13
	8.6	Dental Plan	14
	8.7	Vision Plan	14
	8.8	Flexible Benefits Plan	14
	8.9	Union and County Meetings Respecting Healthcare	14
	8.10	Insurance Coverage	14

## TABLE OF CONTENTS (Continued)

Article	Section	Subject	Page
<b>IX</b>		<b>LEAVES</b>	14
	9.1	Bereavement Leave	14
	9.2	Sick Leave	15
	9.3	Union Leave	15
	9.4	Military Leave	15
	9.5	Regular Leave	15
	9.6	Maternity/Paternity Leave	16
	9.7	Seniority on Leave	16
	9.8	Retention of Benefits	16
	9.9	Recordkeeping	16
<b>X</b>		<b>ADDITIONAL BENEFITS</b>	16
	10.1	Jury Make-up Pay	16
	10.2	Election Day	17
<b>XI</b>		<b>GRIEVANCE PROCEDURE</b>	17
	11.1	Policy	17
	11.2	Definition	17
	11.3	Representation	17
	11.4	Grievance Procedure Steps	17
	11.5	Time Limits	18
	11.6	Step 4	18
	11.7	Stewards	18
	11.8	Union Representatives	18
<b>XII</b>		<b>CONTINUITY OF OPERATION</b>	18
	12.1	No Strike	18
	12.2	Union Responsibility	19
	12.3	Discharge of Violators	19
<b>XIII</b>		<b>MISCELLANEOUS</b>	19

13.1	No Discrimination	19
13.2	Safety	20
13.3	Doctor's Statement	20

**TABLE OF CONTENTS (Continued)**

Article	Section	Subject	Page
	13.4	Voluntary Workers	20
	13.5	Bulletin Boards	20
	13.6	Partial Invalidity	20
	13.7	Sub-Contracting	21
	13.8	Apprenticeship Program	21
	13.9	Travel Reimbursement	21
	13.10	CBA in Electronic Format	21
	13.11	Filling of Vacancies	21
<b>XIV</b>		<b>DURATION</b>	<b>22</b>
	14.1	Term	22
	14.2	Notice	22
		<b>Appendix A – Prevailing Rates</b>	<b>24</b>
		<b>Appendix B – Side Letters</b>	<b>42</b>
		<b>Appendix C – Health Plan Design</b>	<b>46</b>

# **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", which consists of eighteen (18) separate and individual bargaining units combined here within for the sole purpose of collective bargaining only.

## **ARTICLE I Recognition**

### **Section 1.1 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.

The County will assign bargaining unit work to bargaining unit employees only, except in the case of emergencies.

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 1.2 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 1.3 Dues Check-off:**

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 1.4 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 2.1 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 2.2 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 2.3 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 3.1 Purpose of Article:**

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

**Section 3.2 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 workday shall be (8) consecutive hours 7:00 a.m. to 3:30 p.m., with a daily one-half hour unpaid lunch period. Any locals who currently have a second shift and/or third shift, the scheduled working times currently in effect will continue. Any changes will be negotiated with the Union prior to implementation.

**Section 3.3 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 3.4 No Duplication of Overtime Pay:**

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

**Section 3.5 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 employee 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 3.6 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.

**Section 3.7 Second Shift:**

Employees in one or more of the individual COUPE bargaining units can be utilized on a second shift subject to the following conditions:

1. The County will provide no less than fourteen (14) days' notice to affected employee(s) and Union(s). The notice provision shall not be in effect in the event of an emergency.

2. On the second shift, one worker shall be designated as a foreman and will be paid a foreman's rate of pay.
3. Any overtime accrued on such additional shifts will be calculated as double-time.
4. After an annual bid by seniority, employees will be chosen to work on the second shift in the following order:
  - a. Volunteers
  - b. Least senior employees

Employees will be given an opportunity to request and receive relief from working on the second shift due to emergency or unforeseen circumstances. Approval of such requests shall not be unduly withheld or refused. When such requests are granted, the County may seek volunteers to temporarily replace the employee with another employee for up to fourteen (14) days. If no employee volunteers, the County may replace the employee(s) with the least senior employee(s) without advance notice to the employee(s) or the Union(s) for up to fourteen (14) days. Thereafter, the County will utilize the normal process for permanently filling the shift.

5. Employees chosen to work on the second shift will receive eight (8) hours of pay for seven (7) hours of work or as otherwise provided within the outside collective bargaining agreement for the respective trade, whichever is higher.
6. The County may schedule up to 35% of employees in each trade for second shift work.
7. This provision does not amend or modify any policy, practice or provision relating to additional shifts that are in effect as of September 1, 2011, including without limitation, any such shifts at the Cook County Health and Hospital System. .

**Section 3.8 Payback Structure:**

The parties agree that if at any time any member covered by this Collective Bargaining Agreement is overcompensated for any reason, the member shall be allowed to structure a payment plan in writing with the Employer, to payback the amount owed. If an agreement cannot be reached between the member and the employer, the employer (upon providing notice to the member) shall be allowed to deduct what is owed at a percentage of no more than ten (10%) percent of the net salary received over two (2) biweekly pay periods per month until paid.

**ARTICLE IV**  
**Rates of Pay**

**Section 4.1 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.

The County will continue to pay prevailing rate to those member unions of COUPE who currently receive prevailing rate all of which will be payable to those employees on the active payroll and retirees, for the purposes of retroactive pay or back-pay, as of the effective date of approval of this collective bargaining agreement by the County's Board of Commissioners, to the extent these increases have not already been paid.

**Section 4.2 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.

An employee covered by the COUPE agreement who is directed to and does perform substantially all of the duties and responsibilities of the higher rated job within the bargaining unit for five (5) continuous days or more shall be paid at the higher rate or classification consistent with his/her own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full workday. Such payment shall be made on the next regular payday or as soon thereafter as it is possible, but in no event later than the pay period following the pay period in which the payment was earned.

The time limits for such individual assignments to higher rated jobs shall be 180 days, except where a regular incumbent is on leave of absence, in which case the time limit may be extended upon mutual agreement of the Parties. If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein (or as extended by agreement of the Parties), the Employer will either post and fill the job as a permanent vacancy within thirty (30) calendar days under the terms of this agreement.

## **ARTICLE V**

### **Seniority**

#### **Section 5.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be 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. Upon mutual agreement of the Union and the Employer, the probationary period may be extended if the employer deems the employee needs additional time to be evaluated/trained. 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 5.2 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. When two (2) or more employees have the same hire date, the County shall use the employee ID Numbers.

#### **Section 5.3 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. All current employees will be provided an opportunity to receive the training, classes or other necessary instruction to secure any current job qualification, on paid time. If employees are not provided an opportunity and they seek to transfer within their own job classification, they will be grandfathered and not required to satisfy any prerequisite that was not similarly required at their time of initial hire in order to be granted an interview or awarded the position. The most senior fully qualified employee desiring to fill such vacancy will be transferred on the basis of county-wide seniority.

Any interviews, testing or other prerequisites necessary to be considered for promotion or transfer will be conducted on paid time not to exceed two (2) hours unless additional time is required by the employer.

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 5.4 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, in the bargaining unit, 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 5.5 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 5.6 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 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 5.7 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 5.8 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 workdays 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 and two (2) years in the case of all other employees, except that this provision shall not apply in the case of an employee on 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 5.9 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 5.10 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.

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 pre-disciplinary hearing decision be designated to hear and respond to a 2<sup>nd</sup> step grievance.

## **ARTICLE VI Holidays**

### **Section 6.1 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.

### **Section 6.2 Compensatory Time:**

#### **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 any of the 6 days listed above 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 six days listed above shall receive time and one-half (1<sup>1/2</sup>) 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. 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. Notwithstanding the foregoing, employees may elect to keep up to 240 hours from the previous season going into the subsequent season, however, an employee's accrued compensatory time balance may not exceed a maximum of 240 hours at any time. If an employee is at the maximum accrual of 240 hours of compensatory time and works additional overtime, he/she shall automatically be paid out at the applicable overtime rate.

Employees shall schedule compensatory time off in advance. Additionally, 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. Pursuant to the Cook County Employee Time and Attendance Policy, employees are required to use accrued compensatory time in 0.5 hour or 30-minute increments.

If there are available funds, the County will offer to all affected Highway Department employees the opportunity to receive cash for accrued compensatory time under the 240-hour limit, 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.

Non-Highway Employees:

Employees may accrue up to 120 hours of compensatory time. Employees shall designate if they want any overtime worked paid or accrued as compensatory time. However, all overtime hours worked above this limit shall be compensated and paid at the appropriate rate. Pursuant to the Cook County Employee Time and Attendance Policy, employees are required to use accrued compensatory time in 0.5 hour or thirty (30) minute increments.

### **Section 6.3 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 6.4 Holidays in Vacation:**

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

**Section 6.5 Failure to Report:**

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

**ARTICLE VII  
Vacations**

**Section 7.1 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>
1 at 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 7.2 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 7.3 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 7.4 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 7.5 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 8.1 Hospitalization Insurance:**

For the period from the date of the execution of this tentative agreement through November 30, 2024 only, if the County enters into a negotiated agreement with any other union that contains modifications to Health Care Benefits and Employee Contributions set forth in Appendix C to this Agreement, the parties agree that those modifications will be applied to the members of COUPE. This provision is conditioned on the County having only one health care plan applicable to all employees. This provision specifically excludes health care modifications awarded through interest arbitration.

**Hospitalization New Hires:**

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

**Section 8.2 Sick Pay:**

- A. All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for every other month of service, but at no time to exceed one hundred seventy-five (175) working days. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job-related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive workdays of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees. Employees shall not be disciplined for the bona fide use of sick leave.

- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the County's appointed 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.

- E. If, in the opinion of the head of the office, department or institution, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, and sick leave.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 8.3 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 8.4 Life Insurance:**

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

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated by **40 ILCS 5/101-1 et.seq.**

**Section 8.6 Dental 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 8.7 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 8.8 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 childcare and medical expenses.

**Section 8.9 Union and County Meetings Respecting Healthcare:**

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

**Section 8.10 Insurance Coverage:**

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

**ARTICLE IX  
Leaves**

**Section 9.1 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 stepchildren 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.
- C. The Employee shall have to submit one of the following as proof to the Employer for the leave to be paid: Letter from the Funeral Home Director, Obituary, or a Certificate of Death.

**Section 9.2 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 9.3 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) workdays for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 8 of this Article.

**Section 9.4 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statutes or Cook County ordinance or resolution.

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 or as extended in accordance with federal or state statutes or Cook County policy on military leave.

**Section 9.5 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 9.6 Maternity/Paternity Leave:**

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

**Section 9.7 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 9.8 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 works subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 9.9 Recordkeeping:**

It shall be the responsibility of the foreman, in conjunction with the timekeeper, to maintain accurate timekeeping records, including entry of the appropriate leave utilized by bargaining unit members. If any dispute arises between a timekeeper and a foreman regarding the appropriate entry for timekeeping purposes that cannot be resolved, it may be filed at Step 2 of the grievance process.

Employees shall not be required to punch out at each facility in which he or she performs bargaining unit work.

**ARTICLE X  
Additional Benefits**

**Section 10.1 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 10.2 Election Day:**

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular workday 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) workdays prior to the election.

**ARTICLE XI  
Grievance Procedure**

**Section 11.1 Policy:**

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

**Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of 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. A grievance may be filed or appealed in written form or electronically via email or a mutually acceptable on-line grievance form. .

**Section 11.3. 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 11.4 Grievance Procedure Steps:**

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

<b><u>Step)</u></b>	<b><u>Submission Time</u></b>	<b><u>To Whom</u></b>	<b><u>Time Limits</u></b>	
	<b><u>Limit This Step</u></b> (calendar days)	<b><u>Submitted</u></b>	<b><u>Meeting</u></b>	<b><u>Response</u></b>
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	30 days	30 days



		Human Resources/Hearing Officer		
4	30 days	Impartial Third Party	30 days	30 days

**Section 11.5 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 11.6 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 11.7 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 11.8 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-time be subject to general Hospital and County department rules applicable to non-employees.

**ARTICLE XII  
Continuity of Operation**

**Section 12.1 No Strike:**

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

**Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 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 12.3 Discharge of Violators:**

The County shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee 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 12.4 No Lock-Out:**

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

**Section 12.5 Reservation of Rights:**

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

**ARTICLE XIII  
Miscellaneous**

**Section 13.1 No Discrimination:**

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

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 13.2 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 13.3 Doctor's Statement:**

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

For health-related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the facility has sufficient reason to suspect that the individual did not have 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 13.4 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 13.5 Bulletin Boards:**

The County will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a noncontroversial 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 13.6 Partial Invalidity:**

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

**Section 13.7 Sub-Contracting:**

The County shall provide the Union with notice of any Request for Proposal or Invitation for Bid for the performance of bargaining unit with an estimated budget of \$200,000.00 or less.

If after said evaluation period, the County nevertheless determines to subcontract the work, such sub-contracting shall, at all times, be in compliance with State and Federal Statutes and the Parties' Project Labor Agreement (if applicable), and not be used to undermine the Bargaining Unit.

The Coalition agrees to reduce the notice requirement in the parties' PLA from fourteen (14) days to seven (7) days.

**Section 13.8 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.

Effective December 1, 2017 all new applicants will be required as a condition of employment to have completed an Apprenticeship program that meets the standard of the US DOL for the respective trade for which they apply, OR at least 10,000 on-the-job training hours consistent with the training requirements as established by industry practice. A reduction in on-the-job training hours or work credit for time spent in the military working in the trade shall be consistent with industry practice

**Section 13.9 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with IRS established mileage reimbursement rates and in accordance with the Cook County Travel Expense Reimbursement Policy.

**Section 13.10 CBA in Electronic Format:**

The parties agree the County will provide the union with an electronic format of the collective bargaining agreement, which shall be the definitive version of the Agreement. The County shall be under no obligation to print, distribute or pay for paper copies of the COUPE Agreement.

**Section 13.11 Filling of Vacancies:**

Absent extenuating circumstances, the parties agree that any funded, vacant, budgeted position(s) shall be posted within ninety (90) days of the vacancy.

## **ARTICLE XIV**

### **Duration**

#### **Section 14.1 Term:**

This Agreement shall become effective on December 1, 2020 and shall remain in effect thru November 30, 2024. It shall automatically renew itself from year to year thereafter unless either party shall give notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement. In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar day's written notice of cancellation thereafter.

#### **Section 14.2 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.

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

COUNTY OF COOK

*Toni Preckwinkle*

TONI PRECKWINKLE, President  
Cook County Board of Commissioners

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**JAN 28 2021**

Attest:

*Karen Yarbrough*

COM \_\_\_\_\_

KAREN YARBROUGH,  
Cook County Clerk

**UNION:** Coalition of Unionized Public Employees (COUPE)

**BY:**

*Thomas E. Ryan Jr.*

THOMAS E. RYAN, JR.  
Chicago Regional Council of Carpenters, Local 13

*Don Finn 1/27/2021*

DON FINN  
Internal Brotherhood of Electrical Workers, Local 134

**Appendix A**

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

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2307	Boilermaker/Blacksmith	\$51.56	5/1/2020
2310	Boilermaker/Welder	\$51.56	5/1/2020

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

BY: 

**Appendix A**

**International Union of Elevator Constructors, Local 2**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
1411	Elevator Mechanic	\$58.47	1/1/2020
1413	Elevator Inspector	\$58.47	1/1/2020

UNION: International Union of Elevator Constructors, Local 2

BY: 



**Appendix A**

**Journeymen Plasterers Protective and Benevolent Society, Local 5**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2361	Plaster	\$50.00	6/1/2020

UNION: Journeymen Plasterers Protective and Benevolent Society, Local 5

BY:



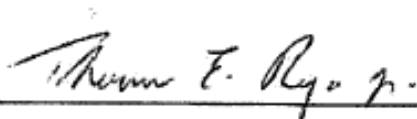
**Appendix A**

**Chicago and Northeast Illinois District Council of Carpenters, Local 13**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
1402	Building & Construction Plan Examiner I	\$49.76	6/1/2020
1404	Building & Zoning Inspector 1	\$49.76	6/1/2020
1415	Building & Zoning Inspector II	\$49.76	6/1/2020
2317	Carpenter	\$49.76	6/1/2020
2318	Carpenter Foreman	\$52.26	6/1/2020
1421	Fire Prevention Instructor	\$49.76	6/1/2020
2321	Lather	\$49.76	6/1/2020
1420	Zoning Plan Examiner I	\$49.76	6/1/2020

UNION: Chicago and Northeast Illinois District Council of Carpenters, Local 13

BY: 

BY: 

**Appendix A**

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

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2354	Painter	\$48.30	6/1/2020
2356	Painter Foreman	\$54.34	6/1/2020

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

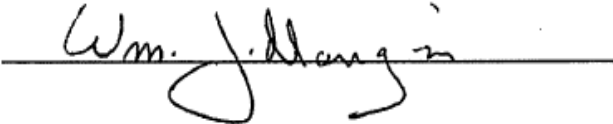
BY: 

**Appendix A**

**International Association of Heat & Frost Insulators and Allied Workers, AFL-CIO,  
Local 17**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2342	Pipe Coverer	\$51.25	6/1/2020
2368	Pipe Coverer Foreman	\$54.33	6/1/2020
2388	Pipe Coverer Material Handler	\$38.44	6/1/2020

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

BY: 

**Appendix A**

**International Union of Bricklayers and Allied Craftworkers, Local 21, IL of IUBAC**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2311	Bricklayer	\$47.56	6/1/2020
2312	Bricklayer Foreman	\$52.32	6/1/2020
2431	Marble Polisher	\$35.73	6/1/2020

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

BY: Michael Erdenberg 1-4-21  
Michael Erdenberg

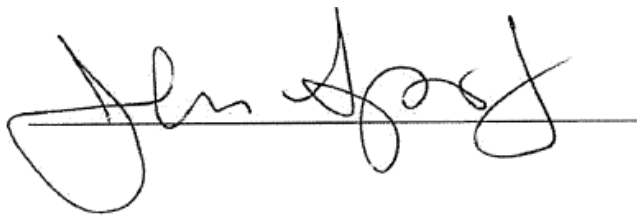
**Appendix A**

**Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2320	Glazier	\$46.35	6/1/2020

UNION: Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity

BY:

A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "John Doe".

**Appendix A**

**Architectural & Ornamental Iron Workers' Union, Local 63**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2334	Master Locksmith	\$51.63	6/1/2020
2335	Architectural Iron Worker Foreman	\$55.13	6/1/2020
2336	Architectural Iron Worker	\$51.63	6/1/2020

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

BY: *Paul B. Wanda*  
*Business Manager F3/T*

**Appendix A**

**International Association of Sheet Metal, Air, Rail and Transportation Workers'  
Local Union 73**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2225	Ventilating Inspector	\$50.22	6/1/2020
2340	Tinsmith	\$46.50	6/1/2020
2341	Tinsmith Foreman	\$50.22	6/1/2020

UNION: International Association of Sheet Metal, Air, Rail and Transportation Workers'  
Local Union 73

BY: Raymond Suggs



**Appendix A**

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

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2331	Machinists	\$49.68	7/1/2020
2339	Machinists Foreman	\$52.18	7/1/2020

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

BY: Ray P. Kelly 1/4/21

**Appendix A**

**Chicago Journeyman Plumbers Union, Local 130, UA**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2348	Chief Plumbing Inspector	\$59.52	6/1/2020
2349	Plumbing Plan Examiner/Foreman	\$55.10	6/1/2020
2350	Plumber	\$52.00	6/1/2020
2352	Plumber Foreman	\$55.10	6/1/2020
2353	Plumbing Inspector/Foreman	\$55.10	6/1/2020

UNION: Chicago Journeyman Plumbers Union, Local 130, UA

BY: James F. Coyne

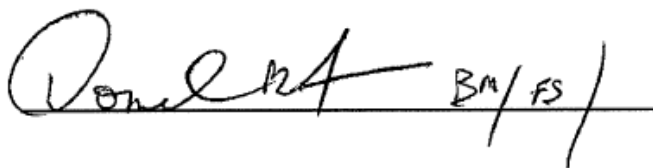
## Appendix A

### International Brotherhood of Electrical Workers, Local 134

Job Code	Title Represented	Wage Rate	Effective Date
2323	Electrical Plan Examiner	\$50.00	6/1/2020
2324	Electrician	\$50.00	6/1/2020
2326	Electrician Foreman	\$53.00	6/1/2020
2327	Chief Electrical Inspector	\$56.00	6/1/2020
2328	Electrical Equipment Technician	\$50.00	6/1/2020
2329	Electrical Mechanic	\$50.00	6/1/2020
2330	Electrical Inspector	\$53.00	6/1/2020
2346	Electrical Equipment Foreman	\$53.00	6/1/2020
2378	Telecommunications Electrician Forman	\$53.00	6/1/2020
2379	Telecommunications Electrician	\$50.00	6/1/2020
2390	Biomedical Electrical Technician	\$50.00	6/1/2020
2391	Biomedical Electrical Tech. Forman	\$53.00	6/1/2020
4013	Chief Telecommunications Electrician	\$56.00	6/1/2020

UNION: International Brotherhood of Electrical Workers, Local 134

BY:

 Donald R. [unclear] BM/FS

**Appendix A**

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

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2372	Road Equipment Operator	\$50.30	6/1/2020
2373	Road Equipment Operator Master Mechanic	\$53.30	6/1/2020
2376	Road Equipment Operator Master Mechanic Foremen	\$54.30	6/1/2020

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

BY:  1/5/21

**Appendix A**

**Pipe Fitters Association, UA, Local 597**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2344	Steamfitter	\$50.75	6/1/2020
2345	Steamfitter Foreman	\$53.75	6/1/2020
2343	Refrigerator Man	\$50.75	6/1/2020

UNION: Pipe Fitters Association, UA, Local 597

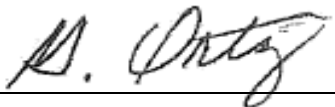
BY: Harrison Marley Jr. Business Representative

**Appendix A**

**State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2371	Motor Vehicle Driver (Road Repairman)	\$38.35	6/1/2020
2381	Motor Vehicle Driver I	\$38.35	6/1/2020
2382	Motor Vehicle Driver II	\$39.00	6/1/2020

UNION: State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700

BY: 

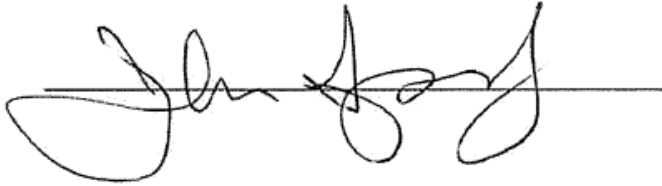
**Appendix A**

**Sign, Display and Pictorial Painters Union, Local 830**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2359	Sign Painter (Shopman)	\$39.84	1/1/2020

UNION: Sign and Pictorial Painters Union, Local 830

BY:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a name with a large initial.

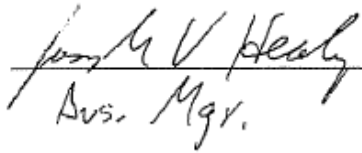
**Appendix A**

**Construction & General Laborers' District Council of Chicago & Vicinity, Local 1092**

<b>Job Code</b>	<b>Title Represented</b>	<b>Wage Rate</b>	<b>Effective Date</b>
2363	Plaster Helper	\$44.40	6/1/2020
2392	Laborer	\$44.40	6/1/2020
2393	Laborer I	\$44.40	6/1/2020
2394	Laborer II	\$44.80	6/1/2020
2395	Laborer Foreman	\$45.50	6/1/2020
2396	Laborer Foreman (Highway)	\$45.50	6/1/2020

UNION: Construction & General Laborers' District Council of Chicago & Vicinity, Local 1092

BY:

  
Asst. Mgr.



AGREEMENT BETWEEN  
THE COALITION OF UNIONIZED EMPLOYEES  
AND THE COUNTY OF COOK

This Agreement is entered into by and between the County of Cook ("the County"), on behalf of itself and each of its contractors and subcontractors of whatever tier, as well as other persons, firms, companies, or entities who perform Construction Work on the County's behalf ("Contractors"), and the labor organizations who comprise the Coalition of Unionized Public Employees ("COUPE"), which entered into the Memorandum of Agreement with the County effective December 1, 2020.

WHEREAS, the County is responsible for the actual construction, demolition, rehabilitation, deconstruction, and/or renovation work ("Construction Work") of property owned by the County.

WHEREAS all of the County's Construction Work ("Covered Projects") is and will be recognized as covered under the terms of this Agreement, regardless of the source of the funds.

WHEREAS, due to the size, scope, cost, timing, and duration of the multitude of Covered Projects traditionally performed by and for the County, the Parties to this Agreement have determined that it is in their interests to have these Covered Projects completed in the most productive, economical, and orderly manner possible and without labor disruptions that might interfere with, or delay, any such Covered Projects

NOW THEREFORE, in order to further these goals and objectives and to maintain a spirit of harmony, labor-management cooperation, and stability, the Parties agree as follows:

1. During the term of this Agreement, the County shall neither contract or subcontract for, nor permit any other Contractor to contract or subcontract for, any Construction Work on a Covered Project under this Agreement, unless such work is performed by a Contractor that is signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) of any relevant COUPE member(s). Applicable COUPE members' collective bargaining agreements, which are an integral part hereof, may be modified from time to time during the term of this Agreement.

2. Any Contractor who is the successful bidder on a Covered Project but is not signatory to the applicable area-wide collective bargaining agreements, shall sign all such agreements prior to the commencement of Construction Work on the Covered Project, whether the Contractor self-performs work or otherwise.

3. Said provisions of this Agreement shall be included in all advertised contracts, excluding non-Construction Work, and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all Contractors on Covered Projects.

4. This Agreement shall take effect upon execution by both Parties and shall expire on November 30, 2024. Any Covered Project commencing during and/or covered by the terms of this Agreement shall continue to be covered by its terms until the final completion and acceptance of the Covered Project by the County.

Side Letter of Agreement

Between

COALITION OF UNIONIZED PUBLIC EMPLOYEES (COUPE)

And The

County of Cook/Sheriff of Cook County

(as Joint Employers)

**Beginning in Fiscal year 2022 (December 1, 2021) and for the duration of the 2020-2024 CBA only, Section 6.1 Regular Holidays and Section 6.2 COUPE Unions in the Highway Department will be amended to add seven (7) holidays:**

**Section 6.1 Regular Holidays:**

The below additional holidays will be paid at time and a half for all hours worked and not according to any outside trade agreement

The following seven (7) days are hereby declared holidays in addition to the current six (6) recognized holidays in this provision for all employees in the COUPE bargaining unit:

Martin Luther King's Birthday – Third Monday in January

Casimir Pulaski Day – First Monday in March

Lincoln's Birthday – February 12<sup>th</sup>

President's Day – Third Monday in February

Juneteenth – June 19<sup>th</sup>

Columbus Day (or as amended) – Second Monday in October

Veteran's Day – November 11<sup>th</sup>

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) To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs, unless the employee has a reasonable explanation acceptable to the County.

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

**Section 6.2 COUPE Unions in the Highway Department:**

Beginning in Fiscal year 2022 (December 1, 2021) and for the duration of the 2020-2024 CBA only, Section 6.1 Regular Holidays and Section 6.2 COUPE Unions in the Highway Department will be amended to add seven (7) holidays:

The seven (7) following days shall be considered holidays for the purpose of the Highway Department:

Martin Luther King's Birthday – Third Monday in January

Casimir Pulaski Day – First Monday in March

Lincoln's Birthday – February 12<sup>th</sup>

President's Day – Third Monday in February

Juneteenth – June 19<sup>th</sup>

Columbus Day (or as amended) – Second Monday in October

Veteran's Day – November 11<sup>th</sup>

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) To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs, unless the employee has a reasonable explanation acceptable to the County.
- (c) If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

The parties agree that this side letter shall not be incorporated into any successor agreement absent the explicit agreement of the parties.

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

**Cook County Benefit Overview**

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

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

**Cook County Benefit Overview (Cont.)**

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

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

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

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

**Cook County Benefit Overview (Cont.)**

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

<b>Dental – PPO</b>	<b>Current - Benefits Effective 12/1/2015</b>
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)

**Cook County Benefit Overview (Cont.)**

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)



**Cook County Benefit Overview (Cont.)**

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

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

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

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

<b>Vision</b>	<b>Current Effective 12/1/2016</b>
Vision Plan	\$0