

LABOR AGREEMENT

between

COOK COUNTY EMPLOYEES ASSOCIATION

AND

COOK COUNTY

JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

TABLE OF CONTENTS

ARTICLE 1 – Preamble	3
ARTICLE 2 - Agreement Purpose	3
ARTICLE 3 - Recognition and Unit Definition	3
ARTICLE 4 - Management Rights	4
ARTICLE 5 – Probation	4
ARTICLE 6 - Hours of Work and Premium Pay	5
ARTICLE 7 – Remote Work	6
ARTICLE 8 – Wages	6
ARTICLE 9 – One-time Incentive Bonus	7
ARTICLE 10 – Holidays	7
ARTICLE 11 - Paid Leave	8
ARTICLE 12 – Other Leaves with Pay	10
ARTICLE 13 – Leaves Without Pay	10
ARTICLE 14 – Employee Insurance	11
ARTICLE 15 – Deferred Compensation	12
ARTICLE 16 – Health Care Savings Plan	13
ARTICLE 17 – Clothing Allowance	13
ARTICLE 18 – Grievance Procedure	13
ARTICLE 19 – Discipline	15
ARTICLE 20 – Vacancies	17
ARTICLE 21 - Lay-offs	17
ARTICLE 22 - Scope of Agreement, Severability	17

ARTICLE 23 - Term of Agreement	18
APPENDIX A- List of CCEA Positions	19
APPENDIX B - 2022-2024 Salary Schedules	20

ARTICLE 1 PREAMBLE

- I. This Agreement is entered into as of April 26, 2022, by and between the County of Cook, a Minnesota Municipal Corporation, hereinafter called the "Employer", and the Cook County Employees Association of Grand Marais, Minnesota, hereinafter called the "Association". The provisions of this Agreement shall be effective retroactive to January 1, 2022, except as otherwise provided herein.

ARTICLE 2 AGREEMENT AND PURPOSE

- I. The purpose of this Agreement, which is entered into pursuant to the provisions of the Minnesota Public Employees Labor Relations Act of 1984 as amended, is to establish the formal agreement and understanding relative to terms and conditions of employment; to provide an equitable grievance procedure pursuant to the requirements of that Act; and, thereby, to promote harmonious relations between the Employer and its covered employees in the furtherance of efficient governmental services.

ARTICLE 3 RECOGNITION AND UNIT DEFINITION

- I. The Employer hereby recognizes the Association as the exclusive representative of a bargaining unit consisting of all non-seasonal employees of the County of Cook, Grand Marais, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding the Sheriff's Department Deputy/Dispatch Unit, the Road and Bridge Maintenance and Engineering Unit, supervisory and confidential employees.
- II. The positions as of the effective date of this Agreement are set forth on APPENDIX A, attached hereto and hereby made a part of this Agreement. In the event that the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- III. The Employer agrees not to enter into any additional agreements with covered employees, individually or collectively, concerning terms or conditions of employment except through the Association, during the term of this Agreement.
- IV. The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leave of absence, with prior approval and without pay, for the purpose of conducting legitimate Association business when such time off will not unduly interfere with the operations of the Department. The Association may designate two (2) covered employee to act as stewards and another covered employee to act as an alternate. The Association shall inform the Employer of the names of such employees and of any subsequent change in designation. Investigation and processing of grievances shall be governed by the provisions of Article 13, Sec. 2

- V. The Employer agrees to deduct regular monthly dues for those employees who request, in writing, to have Association dues checked off by payroll deduction. The Employer agrees to remit the amounts thus deducted to the Association monthly. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Section at the request or direction of the Association or individual employee(s).
- VI. The Employer agrees to make space available on an appropriate bulletin board for the posting of Association notices and announcements. The Employer further agrees to make space available for Association meetings when such space use and meeting times do not conflict with operations of the Department.

ARTICLE 4 MANAGEMENT RIGHTS

- I. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules and to perform any managerial function not specifically limited by this Agreement. All right and authority which the Employer has not specifically abridged, delegated or modified by expressed provisions in this Agreement are retained by the Employer.

ARTICLE 5 PROBATION

- I. A newly hired or rehired employee shall serve a probationary period of six calendar months, following the hiring or employment date. During such probationary period, the employee may be discharged at the sole discretion of the employer.
- II. A promoted or reassigned employee shall be on probation with respect to such promotional reassignment for a period of six calendar months, following the promotion or reassignment date. During this promotional probationary period, the employee may be returned to his or her previous position at the sole discretion of the employer.
- III. If an employee receives an unpaid leave of absence during the six-month probationary period, such probationary period will be extended by the length of the unpaid leave.
- IV. The appointing authority may recommend an extension of the probationary period for a specific period of time not to exceed six months. Such recommendation must be approved by the County Administrator and the employee shall be notified in writing regarding the reasons for the extension.
- V. Newly hired probationary employees shall accrue and may use paid leave as per Article 9, but must repay the County for any such time used if employment is terminated prior to successful completion of their probationary period. They shall receive holiday and funeral

leave as per Articles 8 and 12 and need not repay these if terminated.

ARTICLE 6 HOURS OF WORK

- I. Nothing herein shall be construed as a guarantee of hours of work per day or per week. The normal workday shall be a shift of eight (8) work hours, plus an unpaid lunch period of at least ½ hour, Monday through Friday. Provided that, the normal work hours for some positions may vary, when approved by the County Board. Department Heads are responsible for setting the work schedules for individual employees in their departments. Should it be necessary in the judgment of the Employer, to establish a workday departing from the above, notice of such change shall be given to the Association as far in advance as is reasonably practicable.

One (1) paid fifteen (15) minute rest period shall be allowed for each 3-hour period that is worked in a day. Except for occasional, unusual circumstances, employees shall not work through their breaks or lunch periods, nor schedule breaks and/or lunch periods to lengthen the lunch period or shorten the regular workday.

- II. Employees required to work more than their normal schedule, but less than 40 hours per week, shall be given compensatory time off for said excess hours, or shall be paid at their regular rate of pay. At the discretion of the Employer, employees shall receive compensatory time off or premium pay at one and one-half (1 1/2) times the employee's regular rate of pay for all hours required to be worked in excess of forty (40) hours per week. For purposes of calculating hours worked in excess of forty (40) in one week, the following shall be counted as hours worked: paid leave, daily rest periods, and paid holidays.

Any banked compensatory time, rather than Paid Leave, is to be used first as "time off" in a week where the use of Paid Leave would incur an overtime liability for the County.

Provided that, a maximum of forty (40) hours compensatory time off may be accumulated. Accrued hours in excess of forty (40) shall be paid off as hourly salary on the earliest payroll check after the 35th hour is recorded. It is the Employer's policy to encourage use of compensatory time rather than cash payment, but cash payment may be made at the discretion of the Employer.

- III. Employees are expected to work hours in excess of their regular schedule when requested. Provided, however, an employee may refuse to work additional hours beyond the employee's regular schedule so long as the employee provides a reasonable basis for the refusal. If the reasonableness of the refusal is challenged, the burden is on the employee to substantiate that the refusal was justified.
- IV. If an employee receives a temporary change in work hours, the employee will receive a written notice specifying the start and end dates of the change in hours and the number of hours per week that the person will temporarily be working. A temporary change of hours for a period of time in excess of six months will result in a review of benefit eligibility for the employee.

- V. Based on consultation with the Highway Engineer and/or Sheriff, the County Administrator shall be responsible for closing County Offices due to severe weather. In such cases, employees scheduled to work can either come in and/or continue to work as usual without interruption by the public, work remotely (if previously authorized to do so by department head) or will be allowed to use Paid Leave and/or Comp Time to account for their absence.

ARTICLE 7 REMOTE WORK

The Remote Work Policy approved by the Cook County Board of Commissioners on February 23, 2021, is hereby incorporated by reference will be in full force and effect for the duration of this agreement.

ARTICLE 8 WAGES

- I. The pay plans for 2022-2024 are shown on Appendix B attached.
- II. Newly hired, promoted or transferred employees who have prior relevant experience elsewhere may be given credit for said experience at the sole discretion of the Employer, when placing the employee on the step salary schedule.
- III. Regular employees shall move to the next step of the pay plan on the specified anniversary date of their employment with the Employer. Step increases will be automatically processed unless an employee is notified of unsatisfactory performance, per Article 7 Paragraph IV.
- IV. Employees shall be evaluated yearly, usually in conjunction with an Employee anniversary date, or more often at the discretion of the Employer. The evaluation shall be conducted using forms furnished by the Employer. Evaluation forms shall be a part of the Employee's permanent personnel file. An Employee shall be notified of any written information in the Employee's personnel file which is critical of the Employee's job performance or which may adversely affect the Employee's step increase. Step increases may be denied by the Employer based upon an evaluation by the Employee's supervisor showing inadequate performance of the duties of the position. The Employee shall be notified prior to his/her specified anniversary date regarding the step increase denial and the performance improvements that are needed. The Employee shall be re-evaluated six months later and, if the re-evaluation shows adequate performance, the Employee shall receive the step increase effective the first full pay period following the re-evaluation.
- V. Call-out Pay. Employees called in outside of normally scheduled hours will be compensated a minimum of 2 hours for each occurrence, or the actual time worked, whichever is greater. An employee shall receive an additional \$1.00 per hour "call-out" pay for entirety of hours worked. This is in addition to any other pay provisions that may be in effect for that time. Hours in excess of 40 per week will qualify as overtime or comp time. If the incident requires the employee to travel, he shall receive reimbursement for mileage, and time worked shall automatically be paid at overtime rates. Approval of payments per this Section shall be subject to department head or supervisory verification.

ARTICLE 9 ONE-TIME INCENTIVE BONUS

All CCEA members who were employed by the County as of the date of mediation (April 7, 2022) will receive a one-time incentive bonus of \$500 within 30 days after this agreement is executed. The CCEA negotiating team will coordinate with the County Administrator to administer the bonus in a way that maximizes the benefit to CCEA members, consistent with federal and state income tax requirements.

ARTICLE 10 HOLIDAYS

The following holidays are recognized for employees:

New Year's Day	- January 1
Martin Luther King Day	- Third Monday in January
President's Birthday	- Third Monday in February
Memorial Day	- Last Monday in May
Juneteenth	- June 19
Independence Day	- July 4
Labor Day	- First Monday in September
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Friday after Thanksgiving	- Day after Thanksgiving
Christmas	- Christmas Day

- I. Full-time employees shall receive a day off with pay on each holiday. Provided that, when an official holiday falls on a Saturday or Sunday, the Employer shall designate the preceding Friday or following Monday as the paid holiday for employees whose normal work week is Monday through Friday.
- II. Any employee required to work on a designated holiday shall be credited with overtime worked at straight time rates in addition to any holiday pay for which he/she may be eligible.
- III. Regularly scheduled part-time employees shall receive a day off with pay for holidays but their pay shall be prorated. To calculate prorated holiday pay for variable-scheduled part-time employees, the ratio between the hours actually worked by the part-time employee and the normal full-time hours in the employee's department shall be calculated twice annually following the 13th and 26th payroll period and applied for the next semi-annual period after the calculation is made. Employees hired mid-year shall be given pro-rated pay based on the anticipated number of hours to be worked. Provided that, an employee must be in a pay status in order to be eligible for holiday pay.

Christmas Eve Day is not a paid holiday. However, the Courthouse and other County facilities will be closed to the public on Christmas Eve in years that Christmas falls on a Tuesday, Wednesday, Thursday or Friday. Staff may use paid leave, work a partial or full day, or use some

combination of work and paid leave equal to eight hours. In years that Christmas falls on a Saturday, Sunday or Monday, County offices will be closed on Christmas Eve either in observance of Christmas or because the date falls on a weekend.

ARTICLE 11 PAID LEAVE

- I. Purpose Cook County provides Paid Leave (PL) to compensate employees who are absent from work for any personal reason. Implementation of the Paid Leave Policy replaces old policies and agreements regarding vacation, sick leave, and personal leave.
- II. Eligibility All regular and probationary full-time and part-time employees shall receive Paid Leave.
- III. Accrual Rates Paid Leave shall accrue on any regular hour worked including paid hours, holiday, paid leave or comp hours up to a maximum of 40 hours in a week, excluding paid overtime, on call time, and paid lunch/break time

<u>Years of Service</u>	<u>Hourly Accrual Rate</u>	<u>Annual Accrual Rate</u>
0<5 years	.08462	22
5<10	.09615	25
11<15	.11538	30
15>	.13462	35

The maximum Paid Leave accrual that can carry over from the last pay date of the year to the first payroll period of the following year is 520 hours. Paid Leave accumulated in excess of this limit shall be lost.

- IV. Use Paid Leave can be utilized for any purpose, in any increment, subject only to necessary request/approval procedures. Planned use of Paid Leave must be requested in advance. Department Heads are responsible for scheduling Paid Leave for eligible employees and shall do so in a manner consistent with the interest of the public and convenience of the Department. Consideration shall be given to seasonal demands and department staffing needs prior to granting leave requests. The employee's preference is to be considered, but the Department head shall have final approval of any planned use of Paid Leave. Unplanned use of Paid Leave must be reported to the employee's supervisor as soon as possible.
- V. Paid Leave hours shall count toward the calculation of overtime. Employees receiving Worker's Compensation benefits may use accrued Paid Leave hours to return to 100% of their net salary.
- VI. Extended Sick Leave Bank Hours in the Extended Sick Leave Bank may be used by an employee for the following:

- Personal illness or disability
- Medical, optical, or dental appointments with prior approval of Department Head

Prenatal and postnatal care
Treatment for mental illness, alcoholism, or drug addiction
Isolation to minimize threat or spread of contagious disease
For such reasonable periods as the employee's attendance with his/her child is necessary on the same terms that the employee him/herself is able to use sick leave benefits
For the illness of spouse or parents as is necessary, at the rate of three (3) days per occurrence

Any unused Extended Sick Leave Bank hours remaining when an employee separates from employment shall be forfeited.

VII. Medical Return to Work Employees absent from work for three or more days due to a medical condition, or when otherwise indicated, may be required to obtain a medical release certifying their ability to resume full or modified duties upon returning to work. The County may require evidence from a medical professional. If such requirement is made, the cost of such examination shall be the responsibility of the County.

VIII. Roll-Over Employees have the option to “roll-over” a maximum of 80 hours of Paid Leave into their Minnesota or Nationwide Deferred Compensation Plan once per year, provided that:

- i. The request to roll-over a designated number of hours is submitted to the Human Resources Director in writing no later than December 1st; The financial value of the “roll-over” hours is based on the employee’s rate of pay as of December 1st; The cash amount of the roll-over is not subject to the County’s 3% Deferred Compensation match;
- ii. Employees must retain at least 120 hours in their Paid Leave bank following the “roll-over” of hours.
- iii. The employee has used at least 40 hours of Paid Leave during the calendar year.

All hours in an employee's Paid Leave bank in excess of 520 hours shall automatically be paid off at the end of the year. Employees whose PL balances place them in this status are required to use eighty (80) hours of PL during the year they are subject to such pay off.

IX. Separation Payment Upon separation from employment with Cook County in good standing and with a minimum of two (2) weeks' notice, employees shall be paid 75 percent of the balance of their accumulated Paid Leave. This payment shall be made on the employee's last paycheck at the rate of pay in effect at the time of separation. Separation pay cannot be used to extend the employee's date of termination beyond the last scheduled workday.

A probationary employee who resigns or is terminated is not eligible to receive a pay-off of accumulated Paid Leave. In addition, the cost of any Paid Leave used during employment shall be deducted from the probationary employee's last paycheck.

ARTICLE 12 OTHER LEAVES WITH PAY

- I. Jury Duty An employee called to serve on a jury or presenting evidence of being subpoenaed as a witness for Employer related cases, shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and his/her regular county compensation. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for the purpose of computing overtime. If the employee is excused from jury duty on any day they shall be expected to return to work if reasonable time remains in the shift and they have not been replaced. If desired, the employee can choose to take a Paid Leave or compensatory day(s) in order to serve on jury duty, thereby retaining the full amount of jury duty pay received.
- II. Military Leave Any employee called for military service or compulsory training shall be entitled to the paid or unpaid leave and retention of all benefits provided in Minnesota Statutes Sections 192.26-.264, as amended, and any employee hired in his/her place during this absence shall be so informed.
- III. Funeral Leave Regular and probationary full-time and part-time employees regularly scheduled to work each week shall be allowed up to 3 days paid leave in the event of the death of a spouse, children of the employee, and parents, grandparents, or siblings of the employee or employee's spouse. Funeral leave compensates for regularly scheduled hours only.

ARTICLE 13 LEAVES WITHOUT PAY

- I. Parenting Leave A parenting leave of absence without pay shall be granted upon request to an employee who becomes the parent of a child by childbirth or adoption. The leave may be for up to six (6) weeks during the period from one (1) month prior to childbirth or adoption to six (6) weeks after, provided, however, any period of Paid Leave or Extended Sick Leave shall be excluded in computing either six-week period. The leave may be extended up to six (6) months at the option of the Employer, if requested by the employee. An employee may also use accumulated Paid Leave and compensatory time in conjunction with the unpaid leave under this paragraph and may use accumulated Extended Sick Leave during the period of the employee's disability due to childbirth.
An additional six (6) months leave may be granted by the Employer if requested at least thirty (30) days prior to expiration of the initial leave. Provided that, the Employer may fill the employee's position during such additional leave and the employee shall be considered to have terminated employment for all purposes, save that the employee shall be given first preference over other applicants for the first equivalent position available within this bargaining unit after expiration of said additional leave, for a period of one year, after which reemployment rights shall expire.
- II. School Conference and Activities Leave The employer shall grant any employee unpaid leave of up to sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. An employee may substitute any accrued Paid Leave, or compensatory time, for any part of the leave under this section.

- III. Disability Leave A disability leave of absence may be granted to any employee at such time as he/she has exhausted all accumulated Paid Leave and Extended Sick Leave benefits and in the event his/her illness or disability continues after such time, which period shall not exceed six (6) months.
- IV. Discretionary Leave Other leaves of absence without pay for substantial personal reasons may be granted in the sole discretion of the Employer.
- V. Wellness Leave Full-time employees may reduce their hours to part-time for up to eight (8) weeks to address physical and/or mental health needs while retaining the benefits of a full-time employee. A wellness leave request is subject to the discretion of the employer.

ARTICLE 14 EMPLOYEE INSURANCE

Section 1 Health Insurance: Cook County will provide qualifying health insurance to Full-time employees who are regularly scheduled to work thirty (30) or more hours per week and at least 1,560 hours per year are eligible for health insurance coverage. Full-time employees hired before February 1, 2012 who become part-time with a work schedule of seventeen and one-half (17.5) to thirty (30) hours per week and at least 910 to 1,560 hours per year, shall remain eligible for health insurance coverage as a part-time employee.

The County Health Plan will be reviewed by an employee committee with representatives from all employee groups. The committee will work with county administration to make a recommendation to the board annually. Premiums for the County health plan will be paid 80% by the county and 20% by the employee via pretax payroll deduction. In the event that the employee share for monthly premiums increases by more than 10% CCEA shall have the option to call for a re-opener.

The Employer shall also contribute \$1,200 per year into an individual VEBA personal health account for each full-time employee enrolled in the plan and \$1,100 per year for each part-time employee enrolled in the plan, as defined above. The annual contribution shall be divided into equal monthly payments and placed into VEBA accounts.

The failure of any insurance carrier, medical association, or any underwriter to provide any of the benefits for which such contract shall be made, shall result in no liability to the Employer, nor shall such failure of any such insurance carrier, medical association or underwriter be considered a breach of any of the obligations of the Employer undertaken by this or any other agreement with the bargaining unit, excluding negligence or intentional wrongdoing on the part of the Employer. Such insurance contracts and medical and surgical coverage will cover the eligible employees above specified, but if any such contract is cancelled, the Employer shall immediately do whatever may be reasonably necessary to provide substitute contracts to the best of its ability.

In the event that obligations or penalties are incurred under the Affordable Care Act (Health Care reform), CCEA or the Employer may reopen the labor agreement to provisions

associated with those obligations or penalties.

Section 2 Life: For each employee covered by this Agreement who regularly works at least thirty (30) hours per week, the Employer shall pay the full premium on a term life insurance policy under the Cook County Group Life Insurance Program presently existing. Additional insurance may be purchased by each employee pursuant to the terms of said Program.

Section 3 Long Term Disability: For each employee covered by this Agreement who regularly works at least thirty (30) hours per week, the Employer shall pay the full premium under the Cook County Group Income Disability Insurance Program presently existing.

Section 4 Short Term Disability: The County shall administer a voluntary short-term disability insurance group plan, with premiums being the sole responsibility of the employee, paid through pre-tax payroll deduction. Eligibility criteria for this benefit shall be subject to the insurance carrier's requirements.

Section 5 Dental Insurance: The County shall administer a voluntary single/family dental insurance group plan, with premiums being the sole responsibility of the employee, paid through pre-tax payroll deduction. Eligibility criteria for this benefit shall be subject to the insurance carrier's requirements.

ARTICLE 15 DEFERRED COMPENSATION

Employees shall be eligible to participate in one of the Cook County Deferred Compensation Programs administered by the County. The County shall match a maximum of 3% of an employee's gross salary into the Minnesota or Nationwide Deferred Compensation Plan, on a payroll-by-payroll basis. Employees are eligible for the County match following successful completion of their initial probationary period with the County. Employees who choose not to enroll in the Minnesota or Nationwide Deferred Comp Plan will forfeit the County match.

ARTICLE 16 HEALTH CARE SAVINGS PLAN

Employees shall be enrolled in the Employer-administrated Minnesota State Retirement System Post-Retirement Health Care Savings Plan following successful completion of six (6) months of employment with the county. Upon termination of employment from the county in good standing, 25% of an employee's remaining Paid Leave balance shall also be paid into his/her account.

ARTICLE 17 CLOTHING ALLOWANCE

Employees in jobs that result in wear and tear of clothing and require work grade boots (e.g., steel toe), such as maintenance workers and those employees who work in the field, shall receive \$25.00 per pay period as a clothing allowance. Employees shall be responsible for purchasing their own work clothes include safety boots and reporting to work appropriately dressed.

ARTICLE 18 GRIEVANCE PROCEDURE

Section 1.

For purposes of this Agreement, the term "grievance" means any dispute between one or more regular employees and the Employer concerning, but limited to, the interpretation or application of the specific, expressed provisions of this Agreement.

Section 2.

The Employer and the Association agree that the investigation and processing of grievances may be accomplished during the normal work day, without a reduction in wages or loss of leave time to the aggrieved employee, provided that the investigation and processing can be accomplished consistent with employee duties and responsibilities, and provided that the employee and the Association have notified and received the approval of the designated supervisor, which approval shall be given if such absence is reasonable and would not be detrimental to the work programs of the department.

Section 3.

Grievances, as defined in Section 1, shall be resolved in conformance with the following procedure:

Step 1

An Employee claiming a grievance, as defined above, shall, within ten (10) calendar days after such alleged violation has occurred (or within 10 calendar days after the employee knew or with reasonable diligence should have known of such alleged violation), present such grievance to the employee's Department Head. The Department Head will discuss the grievance with the employee and the employee's immediate supervisor and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Department Head's final answer in Step 1.

Step 2

If appealed, the written grievance shall be presented by the employee or the Association and discussed with the County Administrator. The County Administrator shall give the Association the Employer's Step 2 answer, in writing, within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the County Administrator's final Step 2 answer.

Step 3

If appealed, the written grievance shall be presented by the Association to the County Administrator for submission to the County Board of Commissioners. The Board of Commissioners shall decide whether to hear the grievance, not hear the grievance, or refer the grievance for hearing to a Committee consisting of the two Board members of the Labor Negotiating

Committee of the Board and a Department Head appointed by the Board and who did not decide the Step 1 grievance. The Association shall be given the Board's decision as to

whether to hear the grievance immediately following the next regularly scheduled Board meeting following submission of the Step 3 grievance to the County Administrator or within twenty (20) calendar days after submission of the Step 3 grievance to the County Administrator, whichever occurs first. If the grievance is to be heard by the Board or the Committee, the hearing on the grievance shall occur within twenty (20) calendar days after the Board's decision to hear the grievance. The Board's answer, or the answer of the Committee in the case of grievances referred to said Committee, shall be given within five (5) calendar days following the hearing on the grievance: If the grievance is resolved at Step 3, the resolution shall be reduced to writing and signed by the parties. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer's final answer in Step 3.

Step 4

A grievance unresolved in Step 3 and appealed to Step 4 by the Association shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1984, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 4. Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article 26 or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of this Article 26, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article 26. The aggrieved employee shall indicate in writing which procedures is to be utilized - Step 4 of this Article 26 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step 4 of this Article 26.

Section 5. Time Limits

A failure to raise a grievance within the time limits specified in this Article, or to initiate action at the next step of the grievance procedure within the time limits in this Article shall result in forfeiture by the Association and the employee of the right to pursue the grievance. A failure of the Employer to comply with the time periods and procedures in this Article shall give the Association the right to invoke the next level of the grievance procedure.

ARTICLE 19 DISCIPLINE

Section 1.

The Employer will discipline for just cause only. Disciplinary actions shall be one or more of the following forms, based on the nature of the offense or breach of expected conduct and the history of performance of the employee:

Oral reprimand
Written reprimand
Suspension
Demotion
Discharge

Section 2.

Disciplinary actions taken shall be progressive in their applications, unless the offense is serious and warrants strong corrective action. Written disciplinary measures including written reprimands, notices of suspension, notices of demotion or discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall be given a copy of such reprimands or notices and if the employee does not sign and acknowledge receipt thereof, the Employer shall indicate that the copy was given to or mailed to the employee and shall indicate the date of such action.

Section 3.

Action to suspend or discharge shall be in written form and shall state the reasons for the action taken. Such notices shall also indicate the effective date or the time period, if appropriate, for which the action shall be effective. A demotion action shall state the classification to which the employee is demoted.

Section 4.

Notice of discharge shall state the time and place for a probable cause meeting before the County Administrator. At the probable cause meeting the employee shall be entitled to hear an explanation of the charge against him/her and shall be entitled to present his/her side of the story. The employee shall have the option of having an Association representative present at the meeting. At the conclusion of the meeting the County Administrator shall make a determination as to whether probable cause exists to believe the discharge is warranted and shall announce the determination verbally to the employee and the Association representative, if present. (The probable cause hearing precedes finalizing the discharge and does not take the place of any steps in the grievance procedure.)

Section 5.

The Association shall be provided with a copy of any notice of suspension, demotion or discharge and employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have an Association representative present at such questioning.

Section 6.

A suspension of not less than five (5) calendar days, without pay, shall precede the effective date of any discharge action, subject to the Employee being repaid if the Employee's grievance is upheld.

Section 7.

Covered employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 8.

Grievances relating to a discharge may be initiated by the Association in Step 2 of the grievance procedure.

ARTICLE 20 VACANCIES

- I. All permanent vacancies shall be posted for not less than ten (10) calendar days. Posting shall be made internally, running concurrently with public announcements. At the Employer's discretion, vacancies may be posted internally without public announcement and filled by a promotion, transfer or demotion of an existing employee. Current employees may apply for vacancies without prejudice to their current position.

ARTICLE 21 LAY-OFFS

- I. Employees may be temporarily or permanently laid off from work due to abolition of their position, lack of funds, shortage of work, or other reason beyond the control of the employee. Decisions to lay off personnel shall be made by the Employer after consultation with the affected Department Head and the County Administrator. The CCEA and employees, including temporary and probationary employees, shall be given as much advance notice of lay-off as feasible.
- II. In the event that lay-offs will lead to or result from a reorganization of duties and functions within a Department, the Department Head shall develop a proposal for the numbers, types, duties and classification of positions that will allow the Department to function as efficiently and effectively as possible. The resulting positions shall be filled by the best qualified non-probationary employees within the Department based on job-related factors such as experience, education and demonstrated ability to perform the set of duties assigned. Seniority shall be an additional factor to take into consideration in case of lay-off and/or reorganization. Such proposal shall be reviewed by the County Administrator and discussed. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreement arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement the Association on a meet and confer basis prior to presentation to the County Board for consideration.

ARTICLE 22 SCOPE OF AGREEMENT, SEVERABILITY

- I. This Agreement shall represent the complete agreement between the Association and the Employer.
- II. This Agreement is subject to the laws of the United States and of the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be negotiated at the written request of either party. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 23 TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2022 to December 31, 2024, and shall automatically be renewed thereafter, unless either party shall notify the other, in writing, by September 1, 2024, or 120 days prior to any subsequent anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 26th day of April 2022.

For:

For:

COOK COUNTY

COOK COUNTY EMPLOYEES ASSOCIATION

Ann Sullivan

Plamen Dimitrov, UEA President

County Board Chair

James Joseph

County Administrator

APPENDIX A

Title	Department	Salary Grade
Accountant/Financial Coordinator	Auditor	180
Accounting Clerk	Highway	130
Accounting Technician	PHHS	140
Administrative Office Assistant	Administration	150
AIS Coordinator	SWCD	150
Assessor's Appraiser	Assessors	150
Assessor's Appraiser Trainee	Assessors	130
Assistant County Assessor	Assessors	180
Case Aide PHHS	PHHS	130
Chief Deputy County Recorder and Registrar of Titles	Recorders	150
Community Support Provider	PHHS	160
Cook County Community Assistant	Community Center	130
Custodian	Maintenance	110
Deputy Auditor Taxation Specialist/Payroll Clerk	Auditor	140
Deputy Auditor Tax Administrator	Auditor	170
Deputy Auditor Treasurer Bookkeeper	Auditor	140
Environmental Health Officer	Land Services	170
Executive Administrative Assistant PHHS	PHHS	160
Fiscal Officer	PHHS	160
IT GIS Analyst	MIS	170
IT GIS Technician	MIS	170
IT Systems Administrator	MIS	170
Maintenance Technician	Maintenance	140
Office Administrator	Cnty Attorney	140
Office Specialists/Case Aide PHHS	PHHS	130
Planning and Zoning Administrator	Land Services	170
Radio Communications Analyst	MIS	170
Recycling Center Assistant	Land Services	110
Secretary	Land Services	130
Social Services Eligibility Specialist	PHHS	150
Social Worker I	PHHS	170
Stormwater/Enforcement Officer	Land Services	170
Support Specialist	Auditor	130
SWCD District Administrator	SWCD	170
SWCD Technician	SWCD	150
Substance Use Treatment Coordinator/Licenser	PHHS	170
Victim Witness Coord./Paralegal	Cnty Attorney	160
Wetland/Land Use Specialist	Land Services	170

APPENDIX B

CCEA wage rates as of 12/31/21 (1.6 COLA on 1/1/21 + 0.4 COLA on 12/31/21 for parity)													
Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)	Step (8)	Step (9)	New Max	Start rate (% of max)	Step interval
260	\$42.14	\$43.85	\$45.62	\$47.47	\$49.39	\$51.39	\$53.47	\$55.64	\$57.89	\$60.20	\$60.20	70%	4.0%
250	\$41.05	\$42.73	\$44.48	\$46.31	\$48.21	\$50.13	\$52.14	\$54.22	\$56.39	\$58.64	\$58.64	70%	4.0%
240	\$37.43	\$38.97	\$40.57	\$42.23	\$43.96	\$45.72	\$47.55	\$49.45	\$51.43	\$53.48	\$53.48	70%	4.0%
230	\$34.61	\$36.03	\$37.51	\$39.05	\$40.65	\$42.27	\$43.96	\$45.72	\$47.55	\$49.45	\$49.45	70%	4.0%
220	\$32.34	\$33.66	\$35.04	\$36.48	\$37.97	\$39.49	\$41.07	\$42.72	\$44.42	\$46.19	\$46.19	70%	4.0%
210	\$30.37	\$31.62	\$32.92	\$34.27	\$35.67	\$37.10	\$38.58	\$40.12	\$41.73	\$43.39	\$43.39	70%	4.0%
200	\$28.45	\$29.62	\$30.83	\$32.10	\$33.41	\$34.75	\$36.14	\$37.59	\$39.09	\$40.65	\$40.65	70%	4.0%
190	\$26.65	\$27.75	\$28.88	\$30.07	\$31.30	\$32.55	\$33.85	\$35.21	\$36.62	\$38.08	\$38.08	70%	4.0%
180	\$25.54	\$26.56	\$27.62	\$28.72	\$29.86	\$31.05	\$32.29	\$33.57	\$34.91	\$36.30	\$36.30	70%	4.0%
170	\$24.43	\$25.56	\$26.73	\$27.96	\$29.25	\$30.60	\$32.00	\$33.47			\$33.47	73%	4.6%
160	\$22.55	\$23.59	\$24.67	\$25.81	\$26.99	\$28.24	\$29.54	\$30.89			\$30.89	73%	4.6%
150	\$20.91	\$21.88	\$22.88	\$23.94	\$25.04	\$26.19	\$27.39	\$28.65			\$28.65	73%	4.6%
140	\$19.61	\$20.51	\$21.45	\$22.44	\$23.47	\$24.55	\$25.68	\$26.86			\$26.86	73%	4.6%
130	\$18.38	\$19.23	\$20.11	\$21.04	\$22.00	\$23.01	\$24.07	\$25.18			\$25.18	73%	4.6%
120	\$17.15	\$17.94	\$18.77	\$19.63	\$20.53	\$21.48	\$22.47	\$23.50			\$23.50	73%	4.6%
110	\$16.05	\$16.78	\$17.56	\$18.36	\$19.21	\$20.09	\$21.02	\$21.98			\$21.98	73%	4.6%
100	\$14.95	\$15.64	\$16.35	\$17.11	\$17.89	\$18.72	\$19.58	\$20.48			\$20.48	73%	4.6%
* Longevity											* PTO:		
10 years (4%)											.08462/hr		
15 years (7%)											.09615/hr		
20 years (9%)											0.11538/hr		
											.13462/hr		
											0<5 yrs completed		
											5<10 yrs completed		
											10<15 yrs		
											15+ yrs completed		

2022 (3.0% COLA)													
Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)	Step (8)	Step (9)	New Max	Start rate (% of max)	Step interval
260	\$43.40	\$45.16	\$46.99	\$48.89	\$50.87	\$52.93	\$55.08	\$57.31	\$59.63	\$62.01	\$62.01	70%	4.0%
250	\$42.28	\$44.01	\$45.82	\$47.70	\$49.65	\$51.64	\$53.70	\$55.85	\$58.09	\$60.40	\$60.40	70%	4.0%
240	\$38.56	\$40.14	\$41.78	\$43.50	\$45.28	\$47.09	\$48.97	\$50.93	\$52.97	\$55.08	\$55.08	70%	4.0%
230	\$35.65	\$37.11	\$38.63	\$40.22	\$41.87	\$43.54	\$45.28	\$47.09	\$48.98	\$50.93	\$50.93	70%	4.0%
220	\$33.31	\$34.67	\$36.09	\$37.57	\$39.11	\$40.68	\$42.30	\$44.00	\$45.76	\$47.58	\$47.58	70%	4.0%
210	\$31.29	\$32.57	\$33.90	\$35.29	\$36.74	\$38.21	\$39.74	\$41.33	\$42.98	\$44.69	\$44.69	70%	4.0%
200	\$29.31	\$30.51	\$31.76	\$33.06	\$34.42	\$35.79	\$37.22	\$38.71	\$40.26	\$41.87	\$41.87	70%	4.0%
190	\$27.45	\$28.58	\$29.75	\$30.97	\$32.24	\$33.53	\$34.87	\$36.26	\$37.72	\$39.22	\$39.22	70%	4.0%
180	\$26.31	\$27.35	\$28.44	\$29.58	\$30.76	\$31.98	\$33.25	\$34.58	\$35.96	\$37.39	\$37.39	70%	4.0%
170	\$25.17	\$26.33	\$27.54	\$28.80	\$30.13	\$31.51	\$32.96	\$34.48			\$34.48	73%	4.6%
160	\$23.23	\$24.30	\$25.41	\$26.58	\$27.80	\$29.08	\$30.42	\$31.82			\$31.82	73%	4.6%
150	\$21.54	\$22.53	\$23.57	\$24.65	\$25.79	\$26.97	\$28.21	\$29.51			\$29.51	73%	4.6%
140	\$20.20	\$21.12	\$22.10	\$23.11	\$24.18	\$25.29	\$26.45	\$27.66			\$27.66	73%	4.6%
130	\$18.93	\$19.80	\$20.71	\$21.67	\$22.66	\$23.71	\$24.80	\$25.93			\$25.93	73%	4.6%
120	\$17.67	\$18.48	\$19.33	\$20.22	\$21.15	\$22.12	\$23.14	\$24.20			\$24.20	73%	4.6%
110	\$16.53	\$17.29	\$18.08	\$18.92	\$19.79	\$20.70	\$21.65	\$22.64			\$22.64	73%	4.6%
100	\$15.40	\$16.10	\$16.85	\$17.62	\$18.43	\$19.28	\$20.17	\$21.09			\$21.09	73%	4.6%
* Longevity										* PTO:			
10 years (4%)										.08462/hr			
15 years (7%)										.09615/hr			
20 years (9%)										0.11538/hr			
										.13462/hr			
										0<5 yrs completed			
										5<10 yrs completed			
										10<15 yrs			
										15+ yrs completed			

2023 (3.5% COLA)													
Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)	Step (8)	Step (9)	New Max	Start rate (% of max)	Step interval
260	\$44.92	\$46.74	\$48.64	\$50.61	\$52.65	\$54.79	\$57.01	\$59.32	\$61.72	\$64.18	\$64.18	70%	4.0%
250	\$43.76	\$45.55	\$47.42	\$49.37	\$51.39	\$53.44	\$55.58	\$57.81	\$60.12	\$62.51	\$62.51	70%	4.0%
240	\$39.91	\$41.54	\$43.25	\$45.02	\$46.86	\$48.74	\$50.69	\$52.72	\$54.82	\$57.01	\$57.01	70%	4.0%
230	\$36.90	\$38.41	\$39.99	\$41.62	\$43.33	\$45.06	\$46.87	\$48.74	\$50.69	\$52.71	\$52.71	70%	4.0%
220	\$34.47	\$35.88	\$37.36	\$38.89	\$40.48	\$42.10	\$43.79	\$45.54	\$47.36	\$49.24	\$49.24	70%	4.0%
210	\$32.38	\$33.71	\$35.09	\$36.53	\$38.03	\$39.55	\$41.13	\$42.77	\$44.49	\$46.26	\$46.26	70%	4.0%
200	\$30.33	\$31.57	\$32.87	\$34.22	\$35.62	\$37.04	\$38.53	\$40.07	\$41.67	\$43.33	\$43.33	70%	4.0%
190	\$28.41	\$29.58	\$30.79	\$32.05	\$33.37	\$34.70	\$36.09	\$37.53	\$39.04	\$40.59	\$40.59	70%	4.0%
180	\$27.23	\$28.31	\$29.44	\$30.61	\$31.83	\$33.10	\$34.42	\$35.79	\$37.22	\$38.70	\$38.70	70%	4.0%
170	\$26.05	\$27.25	\$28.50	\$29.81	\$31.18	\$32.62	\$34.12	\$35.68			\$35.68	73%	4.6%
160	\$24.04	\$25.15	\$26.30	\$27.51	\$28.78	\$30.10	\$31.49	\$32.93			\$32.93	73%	4.6%
150	\$22.30	\$23.32	\$24.39	\$25.52	\$26.69	\$27.92	\$29.20	\$30.54			\$30.54	73%	4.6%
140	\$20.90	\$21.86	\$22.87	\$23.92	\$25.02	\$26.17	\$27.38	\$28.63			\$28.63	73%	4.6%
130	\$19.59	\$20.50	\$21.44	\$22.42	\$23.46	\$24.54	\$25.66	\$26.84			\$26.84	73%	4.6%
120	\$18.29	\$19.13	\$20.01	\$20.93	\$21.89	\$22.90	\$23.95	\$25.05			\$25.05	73%	4.6%
110	\$17.11	\$17.89	\$18.72	\$19.58	\$20.48	\$21.42	\$22.41	\$23.43			\$23.43	73%	4.6%
100	\$15.94	\$16.67	\$17.44	\$18.24	\$19.08	\$19.95	\$20.87	\$21.83			\$21.83	73%	4.6%
* Longevity											* PTO:		
10 years (4%)											.08462/hr		
15 years (7%)											.09615/hr		
20 years (9%)											0.11538/hr		
											.13462/hr		
											0<5 yrs completed		
											5<10 yrs completed		
											10<15 yrs		
											15+ yrs completed		

2024 (3.5% COLA)													
Grade	Starting Rate	Step (1)	Step (2)	Step (3)	Step (4)	Step (5)	Step (6)	Step (7)	Step (8)	Step (9)	New Max	Start rate (% of max)	Step interval
260	\$46.50	\$48.38	\$50.34	\$52.38	\$54.50	\$56.70	\$59.00	\$61.39	\$63.88	\$66.42	\$66.42	70%	4.0%
250	\$45.29	\$47.15	\$49.08	\$51.09	\$53.19	\$55.32	\$57.53	\$59.83	\$62.22	\$64.70	\$64.70	70%	4.0%
240	\$41.30	\$43.00	\$44.76	\$46.59	\$48.50	\$50.44	\$52.46	\$54.56	\$56.74	\$59.00	\$59.00	70%	4.0%
230	\$38.19	\$39.75	\$41.38	\$43.08	\$44.85	\$46.64	\$48.51	\$50.45	\$52.47	\$54.56	\$54.56	70%	4.0%
220	\$35.68	\$37.14	\$38.66	\$40.25	\$41.90	\$43.57	\$45.32	\$47.13	\$49.02	\$50.97	\$50.97	70%	4.0%
210	\$33.51	\$34.89	\$36.32	\$37.81	\$39.36	\$40.93	\$42.57	\$44.27	\$46.04	\$47.88	\$47.88	70%	4.0%
200	\$31.39	\$32.68	\$34.02	\$35.41	\$36.87	\$38.34	\$39.88	\$41.47	\$43.13	\$44.85	\$44.85	70%	4.0%
190	\$29.41	\$30.61	\$31.87	\$33.18	\$34.54	\$35.92	\$37.35	\$38.85	\$40.40	\$42.01	\$42.01	70%	4.0%
180	\$28.18	\$29.30	\$30.47	\$31.68	\$32.95	\$34.26	\$35.62	\$37.04	\$38.52	\$40.05	\$40.05	70%	4.0%
170	\$26.96	\$28.20	\$29.50	\$30.85	\$32.27	\$33.76	\$35.31	\$36.93			\$36.93	73%	4.6%
160	\$24.88	\$26.03	\$27.22	\$28.48	\$29.78	\$31.16	\$32.59	\$34.08			\$34.08	73%	4.6%
150	\$23.08	\$24.14	\$25.25	\$26.41	\$27.62	\$28.89	\$30.22	\$31.61			\$31.61	73%	4.6%
140	\$21.63	\$22.63	\$23.67	\$24.76	\$25.90	\$27.09	\$28.34	\$29.64			\$29.64	73%	4.6%
130	\$20.28	\$21.21	\$22.19	\$23.21	\$24.28	\$25.39	\$26.56	\$27.78			\$27.78	73%	4.6%
120	\$18.93	\$19.80	\$20.71	\$21.66	\$22.66	\$23.70	\$24.79	\$25.93			\$25.93	73%	4.6%
110	\$17.71	\$18.52	\$19.37	\$20.26	\$21.19	\$22.17	\$23.19	\$24.25			\$24.25	73%	4.6%
100	\$16.49	\$17.25	\$18.05	\$18.88	\$19.74	\$20.65	\$21.60	\$22.59			\$22.59	73%	4.6%

* Longevity	10 years (4%)	* PTO:	.08462/hr	0<5 yrs completed
	15 years (7%)		.09615/hr	5<10 yrs completed
	20 years (9%)		0.11538/hr	10<15 yrs
			.13462/hr	15+ yrs completed