

# ILLINOIS FOP LABOR COUNCIL

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and

## COOK COUNTY FOREST PRESERVE DISTRICT

Police - Patrol

January 1, 2005 – December 31, 2008

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
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## **PREAMBLE**

This collective bargaining agreement is entered into between the Forest Preserve District of Cook County. (hereinafter referred to as the “District” or “Employer”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union” or “Labor Council”).

## **ARTICLE I RECOGNITION**

### **Section 1. Representative Unit:**

The District recognizes the Labor Council as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all employees above the rank of Police Officer, and all supervisors, managers, confidential employees and all industrial relations and personnel department employees.

### **Section 2. Union Membership:**

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

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

### **Section 3. Dues Checkoff:**

With respect to any employee from whom the District receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the District and attached as Appendix B, the District 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 District shall continue to retain a service charge of five cents (5¢) for making each such deduction; however, the Employer shall place a copy of the current and/or subsequent Labor Agreements at each reporting location for police officers.

**Section 4 “Fair Share”:**

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

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

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the District to change deductions from the earnings of non-members to said prescribed amount.

**Section 5. Religion Exemption:**

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

**Section 6. Indemnification:**

The Union shall indemnify and save the District 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 District 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 DISTRICT AUTHORITY**

**Section 1. District Rights:**

The Union recognizes that the District has the full authority and responsibility for directing its operations and determining policy. The District 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 District shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

- A. The Union recognizes the rights of the District to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The District has all the customary and usual rights, powers and functions of management. The powers of authority which the District has not specifically abridged, delegated or modified by this Agreement are retained by the District. (The enumeration of management's rights in this Article is not to be construed as being all-inclusive, but rather as an indication of the type of rights inherent to management.)
- B. The Union recognizes the exclusive right of the District to establish reasonable work rules, make work assignments, determine reasonable schedules of work, determine established methods, processes and procedures by which work is to be performed as well as set work standards.

- C. The District has the right to schedule reasonable amounts of overtime work as required and consistent with the provisions of this Agreement.
- D. The District has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principle duties and range of skills are enumerated in class specifications and job descriptions, incidental duties similarly related, although not enumerated, are intended to be performed by employees.
- E. It is recognized that the District is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a circumstance or combination of circumstances beyond the control of management (e.g., flood, tornado, blizzard, civil disorder, etc.) or serious unforeseen situation which calls for immediate action, to be declared by Chief of Forest Preserve District Police/designee, where it may be required to assign employees out of class regardless of seniority. After the emergency subsides, the District agrees to move without undue delay to call in or otherwise assign the appropriate employees and classifications.

**Section 2. District Obligation:**

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

**Section 3. Union and District Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and District agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and District shall each designate not more than two (2) representatives to a labor-management committee for this purpose.

**ARTICLE III HOURS OF WORK AND OVERTIME**

**Section 1. Purpose of Article:**

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

**Section 2. Regular Work Periods:**

Work schedules shall be posted ten (10) calendar days in advance as far as practicable. It is recognized that schedules may have to be changed to meet staffing requirements and District obligations from time to time. In general, the regular work day (exclusive of court time) shall consist of eight (8) consecutive hours of work including a one-half hour paid lunch period within the twenty-four (24) hour period beginning at the employee's scheduled starting time. Employees shall continue to be paid on a bi-weekly basis.

Officers assigned to the following categories will be excluded from the mandatory patrol rotation cycle:

1. O.I.C.
2. Specialized Units (i.e., K-9, Mounted)
3. S.O.G.
4. Office Personnel
5. Detective

The District shall establish three (3) reporting areas (i.e., North, Central and South) for those assigned to patrol:

- a) North Area (Poplar Creek Reporting Location):

North Boundary: Lake Cook Road  
East Boundary: I-90 to Lake Michigan  
West Boundary: Cook County Line  
South Boundary: Devon Avenue to Mannheim Road

- b) Central Area (Salt Creek reporting Location):

North Boundary: I-90  
East Boundary: Lake Michigan  
West Boundary: Cook County line  
South Boundary: 55<sup>th</sup> Street

- b) South Area ( Sag Valley reporting Location):

North boundary: 55<sup>th</sup> Street  
East Boundary: Illinois/Indiana State line  
West boundary: Cook County line  
South Boundary: Cook County line

In addition to the police officers assigned to work other law enforcement duties as mentioned above (the number of which remains limited by the applicable provisions of the Agreement), the District shall employ Police Officers on three (3) patrol shifts:

First Patrol Shift:	0000 hours to 0800 hours
Second Patrol Shift:	0800 hours to 1600 hours
Third Patrol shift:	1600 hours to 2400 hours

The District's Police Chief shall determine the total number of police officers (below the rank of sergeant) to be assigned to each patrol area and to each patrol shift. The Chief shall then notify the Union of those numbers. The Union membership will then bid by seniority for the patrol area and the patrol shift of their preference. The officers who have successfully bid for the Second and Third Shifts will work those shifts, beginning on January 23, 2004, for a total of twenty-eight (28) consecutive days, then switch *en masse* to the other shift for another twenty-eight (28) days. This rotation will continue until the next annual bid. The officers who have successfully bid for the First Patrol shift will remain on that shift, without rotation, until the next annual bid. The annual bid will take place in December each year.

The regular work schedule will be five (5) consecutive days of work followed by two (2) consecutive days off. There will be seven (7) day off groups assigned throughout the bargaining unit as follows:

Group A	Sunday/Monday
Group B	Saturday/Sunday
Group C	Friday/Saturday
Group D	Thursday/Friday
Group E	Wednesday/Thursday
Group F	Tuesday/Wednesday
Group G	Monday/Tuesday

Every twenty-eight (28) days, in conjunction with the rotation between Second Patrol Shift and the Third Patrol Shift, officers will change their consecutive days-off by rotating backwards their days off (e.g., an officer with Mondays/Tuesdays off from work will have Sundays/Mondays off from work in the next rotation). The Chief of Police will initially determine the officers' consecutive days-off after the bids have been completed. The Chief will make this designation, taking into account officers' current days off and attempting to avoid any inequities.

Should the Chief of Police decide that the Second Patrol Shift and the Third Patrol Shift be staffed by an unequal number of officers, the shift switch (which occurs every twenty-eight (28) days) will still be a switch *en masse*, with the following explanation on how the department will maintain more manpower on one shift:

As has been historically done, the least senior employees on the shift with the extra manpower will not shift. These employees will remain on the same shift for another twenty-eight (28) days for a total of fifty-six (56) days. The number of employees not shifting will be equal to the difference in the two (2) shifts (e.g., if the Second Patrol Shift has twenty-five (25) officers and the Third Patrol Shift has thirty (30) officers, the number of officers not shifting would be five (5)).

At the next switch, the employees who have not switched will switch first and the next group of least senior employees will remain on the same shift for another twenty-eight (28) days for a total of fifty-six (56) days. The same process will continue, with the least senior officers not having previously been held to the same shift remaining on a shift for fifty-six (56) days. The process will restart after every officer who has worked the shift with the extra manpower has been held for a fifty-six (56) day period.

With regard to the Second and Third Patrol Shifts, the District has the authority to assign up to fifty percent (50%) of the personnel on the Second Patrol Shift to an early starting time of 0700 hours and fifty percent (50%) of the personnel on the Third Patrol Shift to an early starting time of 1500 hours. The method of selecting the officers to work these shifts will be the same as that used in the past, based upon the officers' day-off schedule.

The bidding process will begin with the Chief of Police or his designee contacting the most senior officer to select the area and the shift of his preference and the officer shall choose from the areas and shifts available. After that officer has made his/her selection, the next most senior officer will be contacted, and so on. Once the selection process begins, all officers shall make themselves available for selection or provide the Chief of Police a written directive as to their preferences. Officers who do not offer their preference within four (4) hours of being contacted will be bypassed in favor of the next senior officer. The officer bypassed may make his/her selection at any time thereafter, however, the officer bypassed will have no right to bump any previous selections. All officers will be notified one week prior to the effective date of the new annual shift implementation that their area and shift assignment has been confirmed.

The Chief of Police or his designee retains the authority to call in an officer on a scheduled day off to meet the needs of the District. The Union agrees that isolated instances in order to fulfill manpower coverage do not violate the spirit of this provision. The Chief of Police or his designee retains the authority to assign an officer to a different area of coverage to meet the needs of the District. The Union agrees that isolated instances in order to fulfill manpower coverage do not violate the spirit of this provision. Should the Union believe that repeated assignments are in violation of the spirit of this provision, it may avail itself of the grievance procedure.

This provision is not intended to override any other provision of the Agreement or any S.O.P. or General Order which is not in conflict. In the event that the District desires to change, alter or eliminate any area or shift, the District shall notify the Union and both shall meet and bargain. No changes may be made to the system established herein until such changes have been agreed upon and ratified by each respective party or until an interest arbitrator issues his/her ruling (in the event negotiations do not produce a voluntary agreement) as required by law.

**Section 3. Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are assigned to work overtime will be paid at the rate of time and one-half (1 and ½ ) their normal hourly rate of pay for all hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day work period. The time and one-half shall be earned in compensatory time or paid time at the employee's option.

For the purpose of calculating overtime, all compensated hours shall be counted except sick leave.

- C. Employees may use and replenish compensatory time throughout the year, and it is understood that no employee may accrue more than 160 hours at any given time. Employee's use of compensatory time shall be in accordance with District Policy #P.O.97-07.1, "Compensatory Time," which shall remain in effect for the duration of this Agreement. Employee's use of compensatory time shall be in accordance with the Fair Labor Standards Act (FLSA).

**Section 4. Overtime Work:**

- A. Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The District 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 District may assign the overtime work to any employees immediately available until such time as a replacement has been obtained. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within the area of assignment, by seniority.
- B. It is the intention of the parties that OT will be distributed among the employees in the same job classification, by seniority, in the following manner:

1. Prescheduled (more than 48-hours in advance):
    - a) First offered to all Officers, by Seniority, then
    - b) All Officers, reverse seniority ordered
  
  2. Non-prescheduled (less than 48-hours days in advance):
    - a) Officers assigned to Area, then, if necessary
    - b) Officers District wide, then
    - c) On duty Officer assigned to Area ordered by reverse seniority, then
    - d) On duty Officers District wide ordered by reverse seniority
  
  3. No Officer shall be required (ordered) to work if the order would result in the Officer working more than sixteen (16) consecutive hours.
- C. For purposes of subparagraph B, the District shall prepare a seniority list by area and make the list available to the officers in each area and the FOP.

**Section 5. 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 6. Court Time:**

Employees required to attend court outside their regularly scheduled work hours shall be compensated for two hours or the actual time in court, whichever is greater.

**Section 7. Call Back:**

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours or which occurs on a regularly scheduled day off. Employees reporting back to the District's premises at a specified time on a regularly scheduled work day or on a regularly scheduled day off shall be compensated for two (2) hours or for the actual time worked, whichever is greater.

When an employee volunteers for a special event overtime assignment, and the assignment is canceled but the Employer has been unable to advise the employee prior to the start of the assignment and the employee reports for work, he/she shall be compensated for 2 hours of compensatory time.

## **ARTICLE IV SENIORITY**

### **Section 1. Civil Service:**

Certain matters of appointment, tenure, promotion and secondary or dual employment are governed by Cook County Bureau of Human Resources Ordinance and any rules promulgated by authority of Ordinance #234496, approved April 5, 2000. It is understood by the Union and the District that the Ordinance and rules are controlling.

### **Section 2. Probationary Period:**

The probationary period for a new employee hired after the date this agreement is executed shall be one year after completion of the time spent with a field training officer, not to exceed eighteen months from the date of hire. The probationary period for an employee hired after a break in continuous service, shall be one year. A probationary employee may be terminated at any time during the probationary period 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. During the probationary period, an employee shall be entitled only to the benefits set forth in Articles V-XI of this Agreement, except that Article XI shall not be available to a probationary employee for purposes of challenging any matter related to discipline or discharge.

### **Section 3. Definition of Seniority:**

- A. Seniority is an employee's length of most recent continuous employment with the District since his/her last hiring date as a full-time employee.
- B. For purposes of vacation accrual, seniority shall be defined as the length of most recent continuous employment with the District since his/her last hiring date as a full-time employee in all job classifications.
- C. For purposes of vacation picks, scheduling overtime, reporting area picks, and determination of all other rights, benefits, and conditions of employment affected by seniority under this Agreement, seniority shall be defined as the length of most recent continuous employment with the District since his/her last hiring date as a full-time employee in the classification of police officer. With respect to vacation picks and scheduling overtime, seniority shall be bridged if the employee's break in service is less than six months.

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

Should the District determine that it is necessary to decrease the number of employees within a job classification, the surplus employees in the classification shall be removed from it in inverse order of seniority in the bargaining unit within the District department or institution. Where possible, surplus employees and the Union shall be given notice

thereof at least two (2) weeks prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Employees will be recalled to the classification held by them at the time the decrease in the work force is first put into effect, if a vacancy exists. The parties agree that temporary appointees and seasonal employees shall be laid off before civil service certified employees and, for purposes of this Section, seniority shall be defined as the length of most recent continuous employment with the District since his/her last hiring date as a full-time civil service certified employee.

**Section 5. Termination of Seniority:**

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

- (a) Resignation or retirement;
- (b) discharge for just cause;
- (c) absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the District 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 District, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) working days after notice to report for work is sent by registered or certified mail or by telegram to the Employee's last address on file with the Personnel Department at the District;
- (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 District in writing. Such advance approval shall not unreasonably be denied.

**ARTICLE V RATES OF PAY**

**Section 1. Job Classifications:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their respective grade and length of service in the job classification.

Employees shall be increased to the appropriate step upon completion of the required length of service in the classification.

Active Employees as of February 9, 2009, the date of the Interest Arbitration Award, shall receive an additional one time cash bonus of \$500.

**Section 2. Canine:**

Officers holding the position of canine (K-9) shall receive one (1) hour of compensatory time each and every day of the week as a result of the K-9 officer having to care for the dog on off-duty hours. The Employer may elect to apply this daily compensation to a reduced work day. No compensation will be paid to such Officer when they are on vacation, sick or personal days.

In addition, the K-9 officer shall be paid for all hours spent in training in conjunction with this position and shall be allotted additional time as needed during the regulary scheduled shift for additional care and maintenacnce of the dog (vetenarian appointments, etc). The Employer will reimburse K-9 officers for any expenses incurred for upkeep (dog food, pens, etc.). A K-9 officer shall request the prior approval of the Chief of Police for any proposed expenditure in excess of \$50.00.

**ARTICLE VI HOLIDAYS**

**Section 1. Designation of Holidays:**

The following days are hereby declared paid holidays for all employees in the bargaining unit.

MAJOR HOLIDAYS		MINOR HOLIDAYS	
New Years Day	Memorial Day	Martin Luther King Birthday	Pulaski Day
Independence Day	Thanksgiving Day	Lincoln's Birthday	Columbus Day
Labor Day	Christmas Day	Washington's Birthday	Veteran's Day

Each employee shall receive eight (8) hours of floating holiday time credited as compensatory as of January 1 of each year.

A Holiday will be celebrated on the day it actually occurs.

**Section 2. Eligibility:**

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

- A. The employee must have worked or been compensated for the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has an acceptable explanation for failing to report. An employee who is scheduled to work on a holiday but does not report for duty on the holiday shall not be paid for that holiday. Approved time off shall constitute an acceptable explanation.

The employee must have worked, or been compensated for, at least eighty (80) hours during the pay period in which the holiday occurs.

**Section 3. Compensating Days Off:**

For each holiday worked a police officer will receive a compensating day off with pay, which shall be in accordance with the procedures established in Article III, Section 3. The officer shall have the option of taking compensatory time or overtime pay for the compensating day off referred to in this section.

**Section 4. Holidays in Vacations:**

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

**Section 5. Premium Pay:**

Employees whose regular work schedule coincides with any of the six (6) major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) and the employee works said holiday, the employee shall receive their regular day's pay, a compensating day off with pay, plus four (4) hours of compensatory time (for the equivalent of eight (8) hours pay and twelve (12) hours compensatory time).

Employees who are scheduled off on any of the six (6) major holidays listed above, and who are subsequently rescheduled to work on said holiday, shall be paid for the hours worked in accordance with ARTICLE III, Section 3(B), and in addition shall receive a compensating day off with pay, plus four (4) hours of compensatory time.

**ARTICLE VII VACATIONS**

**Section 1. Eligibility:**

Employees who have completed one year of service with the Forest Preserve District shall be granted vacation leave with pay for periods as follows:

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

**Section 2. Vacation Accrual:**

Vacation accruals will be carried out in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue vacation time in that period. All vacation must be used prior to the employee's next anniversary date, however, employees have the option to accrue up to twice the annual vacation an employee earns with a maximum of 40 vacation days. Any deviation from this policy remains at the discretion of the General Superintendent.

**Section 3. Vacation Pay:**

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

**Section 4. Vacation Preference and Scheduling:**

- A. All vacation requests shall be submitted in writing on a form provided by the Employer to the Chief of Police. Employees may use only such vacation leave that will have been earned and accrued by the time of the actual vacation. However, the General Superintendent may authorize vacation leave prior to the time an employee has rendered one (1) year of continuous service to the District, if in his opinion it would be beneficial to the best interest of the District. The head of the department may establish the time when the vacation shall be taken. Vacations shall not be unreasonably withheld or denied.
- B. Employees shall submit their vacation preferences via departmental mail or in person to their commander for each calendar year by December 1 of the preceding year. Vacations shall then be scheduled on the basis of seniority and an assessment of the needs of the District. The District shall post the vacation schedule in each Area by January 15 of each year.
- C. Employees who fail to submit their vacation preferences by December 1 of the preceding year and subsequently submit a vacation preference for any time occurring during the period of May 15 through September 1 shall submit such vacation preferences via departmental mail or in person to their commander at least twenty-eight (28) days prior to the requested time off. Vacation preferences

will be considered on a first come/first served basis. All requests pursuant to this subsection shall be responded to within fourteen (14) calendar days from the date of the submission, and if not responded to, the request shall be deemed granted.

- D. Employees who fail to submit their vacation preferences by December 1 of the preceding year and subsequently submit a vacation preference for any time occurring other than the period May 15 through September 1 shall submit such vacation preferences via departmental mail or in person to their commander at least two (2) weeks prior to the requested time off. Vacation preferences will be considered on a first come/first served basis.

All requests pursuant to this subsection shall be responded to within seven (7) calendar days from date of submission, and if not responded to, the request shall be deemed granted.

- E. During the period May 15 through September 1 no more than two (2) officers per area (*one (1) officer in Central Area*) assigned to the second shift (0800 hours to 1600 hours) and no more than two (2) officers (*one (1) officer in Central Area*) assigned to the third shift (1600 hours to 0000 hours) shall be granted vacation at the same time; and no more than two (2) officers per area (*one (1) officer in Central area*) assigned to the first shift (0000 hours to 0800 hours) per area shall be granted vacation at the same time. Such vacations are not to exceed five (5) working days in duration and not less than one (1) day increments.
- F. Vacation time may be used for Family and Medical Leave purposes consistent with the District's FMLA policy, incorporated herein as Appendix F.

**Section 5. Accrued Benefits at Separation:**

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued through the last day worked.

**ARTICLE VIII WELFARE BENEFITS**

**Section 1. Hospitalization Insurance:**

- A. The District agrees to maintain the current level of employee and dependent benefits and payment of premiums. The various hospitalization insurance plans, which are in effect, shall remain in effect for the duration of this Agreement. An explanation booklet of the various health insurance plans shall be prepared and made available to employees.
- B. Employees who have elected to enroll in the District's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1.5%) of their base salary as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan

shall contribute, in aggregate, by offset against wages, an amount equal to one-half percent (1/2%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. All employee contributions for Health Insurance shall be made on a pre-tax basis.

- C. PPO prescriptions will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).
- D. HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available). The District will provide a mail order prescription program. Mail order prescriptions (90 days) will be \$5.00 generic/\$10.00 brand name. There will be an Office Visit co-payment of \$3.00.

**Section 2. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary rounded to the next highest \$1,000 at no cost to the employee.

**Section 3. Pension Plan:**

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

**Section 4. 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 Forest Preserve District Employees' Annuity and Benefit Fund of Cook County. 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 vacation pay credits unless the employee and the District otherwise agree. The employee will not be required to use 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 5. Sick Leave:**

- A. Employees, other than seasonal employees, will accrue sick leave in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue sick time in that period.
- B. Sick leave may be accumulated to equal, but at no time exceed, one hundred seventy five (175) working days, at the rate of twelve (12) working days per year. Sick leave is granted by the Forest Preserve District because an employee is unable to perform his assigned duties, or because his/her presence at his/her place of work would jeopardize the health of his/her coworkers. Accordingly, sick leave shall not be used as additional vacation leave.
- C. Records of sick leave credit and use shall be maintained by the Personnel Office of the Forest Preserve District. Severance of employment terminates all rights for the compensation hereunder. Amount of sick leave accumulated at the time when any sick leave begins shall be available in full, and additional sick leave shall continue to accrue while an employee is using that already accumulated.
- D. 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 sick days, employees shall submit to their department head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- E. If, in the opinion of the General Superintendent, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days. The General Superintendent shall not unreasonably withhold such permission.
- F. The use of sick leave without just cause, false statement or the furnishing of any false information with reference thereto shall be cause for disciplinary action.

**Section 6. Dental Benefits:**

Dental insurance will be provided in accordance with the Cook County health plan.

**Section 7. Health Insurance Opt-Out Program:**

Employer agrees to pay \$30.76 bi-weekly (\$800 per year) to eligible employees who opt-out of the Employer's health insurance programs; provided that, prior to opting-out, any such employee must demonstrate to the Employers' satisfaction that he/she has alternative health insurance coverage. In the event the eligible employee who has opted-out should lose their alternative health insurance coverage, the employee may enroll, or be reinstated to the Employer's health benefit programs.

Any employee who opts-out of the Employer's health insurance benefit programs may request that in lieu of a biweekly payment to the employee, this opt-out amount be credited to a medical flexible spending account.

## **ARTICLE IX ADDITIONAL BENEFITS**

### **Section 1. Jury Make-Up Pay:**

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

### **Section 2. Election Day:**

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

### **Section 3. Personal Days:**

- A. All employees except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half ( ½ ) day at a time.

Employees entitled to receive such leave, who enter Forest Preserve District employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave.

Personal days may not be used consecutively unless approved by the Department Head.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

- 1st Quarter - January, February, March
- 2nd Quarter - April, May, June
- 3rd Quarter - July, August, September
- 4th Quarter - October, November, December

Severance of employment shall terminate all rights to accrued personal days.

- B. 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 District business.

## **ARTICLE X LEAVES**

### **Section 1. Bereavement Leave:**

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 is defined as spouse, children, step-children, mother, father, sister, brother, mother-in-law, father-in-law and grandparents.

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

### **Section 2. Sick Leave:**

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

### **Section 3. Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the

Union, not to exceed ten (10) work days for all employees. Vacation and insurance benefits will be provided as set forth in Sections 7 and 8 of this Article.

**Section 4. Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the reemployment rights provided for in the Universal Military Service and Training Act of 1951, as amended. The Employer shall make reasonable accommodations for employees who have reserve duty on Saturday & Sunday.

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, minus any pay received from the military, for limited service in field training, cruises, and kindred recurring obligations, provided such employee presents a military order to the Chief of Police requiring such service. Such leave will normally be limited to eleven (11) calendar days in each year.

**Section 5. Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head, with the written approval of the General Superintendent. 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 Forest Preserve District 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 General Superintendent 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.

Absence from District 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, and all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 6. Maternity/Paternity Leave:**

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

**Section 7. Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the Forest Preserve District Employees' Annuity and Benefit Fund of Cook County).

**Section 8. Retention of Benefits:**

An employee will not earn 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 District's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the District may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 9. Family Medical Leave Act (FMLA):**

Eligible employees shall be entitled to up to 12 weeks of unpaid leave during any 12 month period for the birth/care of a child, adoption, serious illness of the employee or family member, in accordance with the Act. All accrued benefits, including any limitations thereon, shall continue in effect while on such leave. An employee may, but need not, use all of their accrued benefits while on FMLA leave. Employees shall not accrue any benefits or seniority while on unpaid FMLA leave. Time off for employees injured on duty shall not be applied to FMLA, provided the injury is determined to be covered under workers' compensation.

**Section 10. Victims Economic Security and Safety Act (VESSA):**

Eligible employees shall be entitled to up to 12 weeks of unpaid leave during any 12 month period as a result of domestic or sexual violence to: seek medical attention or counseling for injuries or psychological trauma; obtain victim services; relocate; seek legal assistance; or participate in a related court proceeding, in accordance with the Act. All accrued benefits, including any limitations thereon, shall continue in effect while on such leave. An employee may, but need not, use all of their accrued benefits while on VESSA leave. Employees shall not accrue any benefits or seniority while on unpaid VESSA leave. Time off for employees injured on duty shall not be applied to VESSA, provided the injury is determined to be covered under workers' compensation.

**Section 11. Illinois Family Military Leave Act (IFMLA):**

Eligible employees shall be entitled to up to 30 days of unpaid leave for job protected leave during any 12 month period to visit with a spouse or child who has been called into military service for a period lasting longer than 30 days, in accordance with the Act. All accrued benefits shall continue in effect while on such leave. Employees must exhaust

all accrued vacation or personal days prior to requesting such leave. Employees shall not accrue any benefits or seniority while on unpaid IFMLA leave.

**ARTICLE XI GRIEVANCE PROCEDURE**

**Section 1. Policy:**

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

**Section 2. Definition:**

A grievance is a difference between an employee or the Union and the District with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the District's rules and regulations or disciplinary action. All grievances will identify the employee(s) affected by the grievance, the contractual provisions allegedly being violated by the District, describe in detail including dates, how this Agreement is allegedly being violated by the District and the relief sought. This requirement is not intended to null and void any grievance that's absent any information but, instead, to give the Employer enough information to research, review and respond to any alleged violation.

**Section 3. Representation:**

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

**Section 4. Grievance Procedure Steps:**

The steps and time limits in calendar days as provided in the Forest Preserve Grievance Procedure are as follows:

STEP	SUBMISSION TIME LIMIT THIS STEP	TO WHOM SUBMITTED	TIME LIMITS MEETING	RESPONSE
1	30 days	Department Head	10 days	10 days
2	10 days	General Superintendent/Designee	10 days	10 days
3	10 days	Bureau Chief of Human Resources/Hearing Officer	30 days	30 days
4	30 days	Impartial Third Party - Arbitration	30 days	30 days

**Section 5. Time Limits:**

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

**Section 6. Impartial Arbitration Procedure:**

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 3 answer to a grievance involving an alleged violation of the contract or transfer, it shall within thirty (30) days after receipt of the Step 3 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. Arbitrators shall be selected from the current panel of Arbitrators agreed to by the County and the Union on a rotating basis. Either party shall have the authority to strike an Arbitrator from the panel at any time and the parties shall meet as soon as possible thereafter to agree upon a replacement. Any struck Arbitrator shall complete any current cases assigned. Nothing herein shall prevent the parties, by mutual agreement, from selecting an Arbitrator from an outside panel.

The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), whichever is later.

All decisions of the Arbitrator shall be final and binding on the parties.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the District and the Labor Council. Each party to an arbitration proceeding shall be responsible for compensating its own representative and witnesses.

The Arbitrator, in issuing his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Employer and the Labor Council. The Arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

**Section 7. Stewards:**

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

**Section 8. Union Representatives:**

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

**Section 9. Authority of the Arbitrator:**

The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

**ARTICLE XII CONTINUITY OF OPERATION**

**Section 1. No Strike:**

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

**Section 2. Responsibility:**

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

1. Publicly disavow such action by the employees or other persons involved;
2. Advise the District in writing that such action has not been caused or sanctioned by the Union;
3. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; and

4. 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 District to accomplish this end.

**Section 3. Discharge of Violators:**

The District 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 on 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 District may not be disturbed.

**Section 4. No Lock-Out:**

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

**Section 5. Reservation of Rights:**

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

**ARTICLE XIII MISCELLANEOUS**

**Section 1. No Discrimination:**

The District and the Union agree that neither shall discriminate in employment by reason of race, color, religion, national origin, political belief, age, sex, marital status, disability or activity on behalf of the Union. It is the policy of the Forest Preserve District that applicants for employment are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

**Section 2. Safety:**

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

**Section 3. Doctor's Statement:**

An employee who has been off-duty for five (5) consecutive days or more for any health reason will be required to provide a doctor's statement as proof of illness. and may be required to undergo examination by a doctor designated by the District 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 District 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 physician designated by the District may be required to make sure that the employee is physically fit for return to work.

**Section 4. Personnel Files:**

Upon written request to the District Personnel Office or Office of the Chief of Police, an employee may inspect semi-annually his/her personnel file at any time mutually acceptable to the employee and the respective departments with the exception of confidential materials, such as references, investigatory records, etc. Copies of non-confidential materials in an employee's personnel files shall be provided to the employee upon request.

**Section 5. Bulletin Boards:**

The District will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the General Superintendent/Designee for approval and posting. The General Superintendent/Designee shall approve or reject such notices within ten (10) days after the date of submission. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on Forest Preserve property other than herein provided.

**Section 6. Discipline:**

The District shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings. In addition, employees shall have the right to have a Union representative present during any meeting with a supervisor where such meeting is for the purpose of interviewing the officer, provided that the employee reasonably believes that disciplinary action is being contemplated. The right to have a Union representative present shall not apply to informal discussions intended solely to ascertain relevant facts when discipline is not contemplated. The Union and the District agree that discipline should be timely, progressive and accompanied by counseling where appropriate. All discipline shall be in accordance with the Forest Preserve District's Disciplinary Action Policy and Procedure.

**Section 7. Sub-Contracting:**

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

**Section 8. General Orders:**

All employees shall be subject to the provisions of the Forest Preserve District of Cook County's Department of Law Enforcement Rules and Regulations, Procedural Orders and General Orders; provided, that this Agreement shall take precedence over any conflict.

**Section 9. Indemnification:**

A. District Responsibility

The District shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section D.

B. Legal Representation

Officers shall have legal representation by the District in any civil cause of action brought against an officer resulting from or arising out of the performance or execution of his/her duties and within the scope of his/her employment, or in the furtherance of the business of the District. Civil causes of action which arise from acts committed by the Officer solely for his/her own benefit and which are not ordered, authorized, directed or sanctioned by the District shall not, for purposes of this document, be considered within the scope of the Officer's employment, nor pursuant to the performance of his/her duties.

C. Cooperation

Officers shall be required to cooperate with the District during the course of the investigation, administration or litigation of any claim arising under this Section.

D. Applicability

The District will provide the protections set forth in Sections A and B above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section C with the Forest Preserve District in defense of the action or actions or claims.

**Section 10. 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 11. Seasonal Employees:**

The District reserves the right to hire seasonal employees. In the event the decision to hire such employees is made by the District, it shall notify the Union and negotiate the wages, hours, and other terms and conditions of employment that will apply to such employees.

**Section 12. Reporting Area and Sub Area Picks and Job Postings:**

Employees shall have the opportunity to select their permanent reporting area (i.e., North, Central or South Side) based on seniority and the needs of the District, with the exception of all specialized units or details. Based on seniority and the needs of the District, employees shall elect permanent reporting areas on October 1 of each year. The District shall post all job vacancies for all Areas, with the exception of specialized units or details, and fill those vacancies from current employees by seniority and an assessment of the needs of the District.

In the case of specialized units or details, the District shall post a notification of an opening, outlining the qualifications necessary for the position(s). The District shall accept applications from all employees who are interested in the position. The District shall then review the applications and conduct interviews with all applicants who meet the qualifications necessary for the position. The District shall supply the Union a list of all applicants and notify the Union of who is selected for the position. Seniority shall be used as a determinative factor when two or more employees have the same qualifications. The combination of employees assigned to special units and details shall not exceed 28% of the Department. The District and the Union agree to meet and discuss increasing the percentage of employees assigned to special units and details as needed.-

**Section 13. Drug Testing:**

Drug testing shall be conducted in accordance with the Cook County Forest Preserve's Drug Testing Policy attached hereto as APPENDIX G.

**Section 14. Uniforms:**

The current system of providing uniforms to employees shall be maintained during the duration of this agreement. In addition to the uniform currently provided, the Employer will also provide each employee with pepper spray and an expandable baton. The

Employer will continue to apply for bullet proof vests through any grant program and, if granted, shall provide each employee a Bullet Proof Vest and maintain in accordance with manufacturer's specifications.

## **ARTICLE XIV BILL OF RIGHTS**

### **Section 1. Conduct of Disciplinary Investigations:**

Whenever an officer covered by this Agreement is the subject of a Disciplinary investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

- A. The interrogation of the officer, other than in the initial stage of the investigation, shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interrogation, depending upon the allegation, will normally take place at the District headquarters, the officer's unit of assignment or other appropriate location.
- C. Prior to an interrogation, the officer under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the officer under interrogation shall be asked by and through one interrogator.
- D. No anonymous complaint made against an officer shall be made the subject of an investigation unless the allegation is of a criminal nature.
- E. Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.
- F. The length of interrogation sessions will be reasonable with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
- G. An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.
- H. An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.

- I. If the allegation under investigation indicates a recommendation for separation is probable against the officer, the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.
- J. An officer under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or, at the request of the officer under interrogation, he shall have the right to be represented by a representative of the Labor Council. The interrogation shall be suspended for a reasonable time, but in no case more than 2 hours, until representation can be obtained.

**Section 2. Witness Officer's Statements in Disciplinary Investigations:**

When an officer covered by this Agreement is required to give a written statement or oral statement in the presence of an observer, as a witness in a disciplinary investigation other than summary punishment, at the request of the officer the interview shall be conducted in the following manner:

- A. The interview of the officer shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interview, depending on the nature of the investigation, will normally take place at District Headquarters, the officer's unit of assignment or other appropriate location.
- C. Prior to an interview, the officer being interviewed shall be informed of the identity of the person in charge of the investigation, the interviewing officer and the identity of all persons present during the interview. When a formal statement is being taken, all questions directed to the officer being interviewed shall be asked by and through one interviewer.
- D. The officer will be provided, without unnecessary delay, with a copy of any written statement he has made.
- E. An officer being interviewed pursuant to this section shall, upon his request, have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interview, or, at the request of the officer being interviewed, he shall have the right to be represented by a representative of the Union. For purposes of this paragraph E, "represented" shall mean that the officer's counsel and/or representative, if any, shall only advise the officer but shall not in any other way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case more than two hours from the time the officer is informed of the interview and the general subject matter thereof, until his counsel or his representative can be obtained.

- F. This Section 2 shall not apply to: questions from a supervisor in the course of performing his normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports.
- G. The length of interviews will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

**Section 3. Administration of Summary Punishment:**

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will be progressive in nature that will include the following steps:

Oral Reprimand  
Written Reprimand  
Suspension(s)  
Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct. There shall be no other sanctions taken against employee other than those contained herein.

**ARTICLE XV DURATION**

**Section 1. Term:**

This Agreement shall become effective on January 1, 2005, and shall remain in effect through December 31, 2008. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached either through ratification or an arbitrator's award.

**Section 2. Notice:**

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Forest Preserve District Commissioners, and to the General Superintendent of the Forest Preserve District, 536 North Harlem Avenue, River Forest, Illinois 60305, with copies to the

District's Chief Attorney, 69 West Washington Street, Suite 2010, Chicago, Illinois 60602, or if by the District, then such notice shall be addressed to the Fraternal Order of Police, Union No. 166, Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, Illinois 62704. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 9<sup>th</sup> day of February, 2009

FOREST PRESERVE DISTRICT OF COOK COUNTY:

BY: Todd H. Stroger  
TODD H. STROGER, PRESIDENT  
BOARD OF FOREST PRESERVER COMMISSIONERS

ATTEST:  
Mary Russell Gardner  
MARY RUSSELL GARDNER  
SECRETARY

UNION:

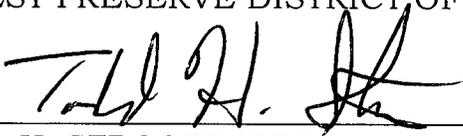
COOK COUNTY FOREST PRESERVE DISTRICT POLICE F.O.P., UNION NO. 166 AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

BY: Richard Stomper  
RICHARD STOMPER

District's Chief Attorney, 69 West Washington Street, Suite 2010, Chicago, Illinois 60602, or if by the District, then such notice shall be addressed to the Fraternal Order of Police, Union No. 166, Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, Illinois 62704. 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 \_\_\_\_\_, \_\_\_\_\_.

FOREST PRESERVE DISTRICT OF COOK COUNTY:

BY:   
TODD H. STROGER, PRESIDENT  
BOARD OF FOREST PRESERVER COMMISSIONERS

ATTEST:

  
MARY RUSSELL GARDNER  
SECRETARY

UNION:

COOK COUNTY FOREST PRESERVE DISTRICT POLICE F.O.P., UNION NO. 166 AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

BY:   
RICHARD STOMPER

# APPENDIX

## A

**FOREST PRESERVE DISTRICT OF COOK COUNTY**

**Seniority - POLICE OFFICER 16 July 2009  
LAW ENFORCEMENT DEPARTMENT**

Seniority #	Last Name	First Name	Start Date	Comments
1.	Mazur	Ronald	6/16/1975	
2.	Hanson	Ken	4/14/1980	
3.	Funk Piecyk	Diana	5/27/1980	
4.	Hendrix	Robert	7/21/1980	
5.	Morris	Keith	3/30/1981	
6.	Bonsonto	Vincent	11/15/1982	
7.	Dominguez	Luis	9/26/1983	
8.	Jones	Howard	5/21/1987	
9.	Tallungan	Malcolm	10/01/1987	
10.	Chomor	Andrew	12/29/1987	
11.	Kraly	Andy	12/29/1987	
12.	Stebbins	James	12/29/1987	
13.	Lazaro	Matthew	3/30/1988	
14.	Freundt	David	4/07/1988	
15.	Davidson	William	7/16/1990	
16.	Crabtree	Quinten	9/17/1990	
17.	Hildebrandt	Eric	9/24/1990	
18.	Irizarry	Julio	3/27/1991	
19.	Lind	Bruce	3/28/1991	
20.	Serratore	Gregory	4/22/1991	
21.	Kapsalis	James	7/26/1991	
22.	Womack	James	1/02/1992	
23.	Gumienny-Reese	Kim	3/31/1992	
24.	Kreis	Shiela	6/01/1992	

25.	Gasior	Stephen	7/06/1992
26.	Maglione	Thomas	7/27/1992
27.	Roy	Christopher	7/29/1992
28.	McCormick	Shawn	8/03/1992
29.	Zimmerman	John	9/30/1992
30.	Endrjonas	Gene	3/04/1993
31.	Obora	Jason	3/24/1993
32.	Kocevar	Michael	4/13/1993
33.	Quintos	Dawn	5/25/1993
34.	Sanchez	Raymundo	3/11/1994
35.	Slan	Franklin	11/20/1998
36.	Faron	John	7/06/1999
37.	Shukster	Joseph	10/18/1999
38.	Buczowski	Edward	11/08/1999
39.	Smith	David	3/31/2000
40.	Griffin	David	10/02/2000
41.	Wilson	David	1/10/2005
42.	Gonzalez	Roberto	1/10/2005
43.	Moore	Dennis	1/10/2005
44.	Agyeman	Kenneth	1/10/2005
45.	Gehring	Craig	7/11/2005
46.	Kobal	Patrick F.	03/31/2006
47.	Greenwich	Thomas J.	03/31/2006
48.	Morrow	Timothy S.	03/31/2006
49.	Ortlund III	William T.	03/31/2006
50.	Connor	Patrick	04/07/2006
51.	Stiller	Paul	04/07/2006
52.	Perez	Raul	04/07/2006

53.	Murarsheed	Jamal	04/07/2006
54.	Martinez	Samuel	12/08/2006
55.	Coleman	O'Tearle	12/22/2006
56.	Harper	Arnold	12/22/2006
57.	Harter	Ryan	05/07/2007
58.	Garza	Bobby	05/07/2007
59.	Wnck	Anthony	05/07/2007
60.	Harvin	David	05/07/2007
61.	Hill	Rosalyn	05/07/2007
62.	Kennedy	Amanda	05/07/2007
63.	Yohanna	Joseph	05/07/2007
64.	Gotch	Joseph	07/09/2007
65.	Giltmore	Jeremy	10/08/2007
66.	Rodriguez	Xavier	10/08/2007
67.	Purcell	Gary	10/08/2007
68.	Arreola	Jorge	10/08/2007
69.	Puralewski	Adam	10/08/2007
70.	Jackson	Darrin	10/08/2007
71.	Fleming	John	10/08/2007
72.	Lewis	Shaa'ista	10/08/2007
73.	Quiles	Carlos	06/16/2008
74.	Warrior	Anthony	06/20/2008
75.	Keating	Paul	12/05/2008
76.	Milesic	Danka	12/05/2008
77.	Carrillo	Jimmy	12/05/2008
78.	Hastings	Kyle	12/05/2008
79.	Lonigro	Denise	12/19/2008
80.	Gold	Adam	12/19/2008

<b>81.</b>	Berdell	Marqus	01/05/2009
<b>82.</b>	Hein	Matthew	01/05/2009
<b>83.</b>	Sapp	Tyler	01/05/2009
<b>84.</b>	McNinch	Kendra	01/05/2009
<b>85.</b>	Montgomery	Rodncy	01/05/2009
<b>86.</b>	Fabian	Nicholas	01/05/2009
<b>87.</b>	Phelan	William	01/05/2009
<b>88.</b>	Singh	Maninder	01/08/2009
<b>89.</b>			
<b>90.</b>			
<b>91.</b>			
<b>92.</b>			
<b>93.</b>			
<b>94.</b>			

**FOREST PRESERVE DISTRICT OF COOK COUNTY**

**SENIORITY LIST - SERGEANT**

**LAW ENFORCEMENT DEPARTMENT - Updated: 29 Jan 2009**

Seniority #	Last Name	First Name	District Start Date	Promotion date
<b>1.</b>	AGNES	ROBERT	Sept 16, 1985	June 1, 1988
<b>2.</b>	McLAUGHLIN	WILLIE	Aug 6, 1990	Mar 6, 1992
<b>3.</b>	PLAIA	CHARLES	July 6, 1981	May 15, 1992
<b>4.</b>	SVOBODA	DANIEL	Oct 1, 1987	Dec 1, 2000
<b>5.</b>	PASZEK	JERRY	Aug 14, 1991	Dec 1, 2000
<b>6.</b>	CUSACK	ROBERT	Jan 3, 1994	Dec 1, 2000
<b>7.</b>	FOX	CARY	July 1, 1982	Jan 1, 2001
<b>8.</b>	PATKE	JOHN	Dec 17, 1984	Jan 10, 2001
<b>9.</b>	LESTER	JOHN	Dec 29, 1987	Jan 10, 2001.
<b>10.</b>	GUSENTINE	JACK	JUNE 30, 1992	Jan 16, 2009
<b>11.</b>	SPINA-FOX	CYNTHIA	June 25, 1993	Jan 16, 2009
<b>12.</b>	PONDER	ALVINA	JAN 05, 2005	Jan 16, 2009

# APPENDIX

## B

**Dues Authorization Form**  
**ILLINOIS FRATERNAL ORDER OF POLICE**  
**LABOR COUNCIL**  
**974 CLOCKTOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Employer, please remit all dues deductions to:  
  
Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

# APPENDIX

## C

APPENDIX C

**GENERAL ORDER**

RELATED DIRECTIVES

The following guidelines shall be followed when earned or utilizing compensatory time:

1. For the purpose of this order, a calendar year shall be 01 January through 31 December of the current year.
2. The maximum amount of compensatory time a patrol officer may accumulate at any time is 160 hours.
3. Patrol officer's may use their compensatory time due in eight (8) hour blocks. During the period of May 15 through September 1 of each year. Further, during the period of September 2 through May 14, the restriction placed on compensatory time use shall be four (4) or more hours.
4. Patrol officers may use their compensatory time due by mutual agreement with approval of the Chief of Police or his duly authorized agent.
5. Any patrol officer requesting to utilize compensatory time due must submit their requests in writing, using the proper form to the Office of the Chief of Police. This request must be submitted in a timely manner so as to reach the Office of the Chief of Police not later than two (2) working days, excluding Saturday and Sunday, prior to the effective date of the requested day or days off.

D/O requested:                      MON TUE WED THR FRI SAT SUN

Received in GHQ  
no later than the preceding              THR FRI MON TUE WED THR THR

6. Under normal circumstances, no patrol officer shall utilize more than 160 hours or 20 consecutive working days or any combination of compensatory time due or vacation time. without prior approval from the Office of the Chief of Police.

7. When a patrol officer exceeds (148) compensatory time hours on the books; the Friday following that occurrence the officer must submit a request in writing, using the proper form to the Office of the Chief of Police, to utilize compensatory time in (8) hour increments for that amount of time necessary to bring the officer to a balance of (148) hours or less. and in accordance with the time frames specified in paragraph 5 above. The officers request must utilize the time due within 10) calendar days. This request is to be in the Office of the Chief or Police no later than the following Monday. If this is not done, the Office of the Chief of Police will schedule the officers compensatory time, in (8) hour increments for that amount of time necessary to bring the officer to a balance of (148) hours or less. Once this is done, no changes well be allowed.
8. During the period between 15 May and 01 September, the following guidelines will also apply:
  - a. A patrol officer may not utilize compensatory time in conjunction with their vacation, unless a holiday falls within a vacation scheduled between 15 May and 01 September, in which case an officer may request to extend their vacation by (1) additional compensatory time day. Except as otherwise provided herein, a of (5) calendar days must occur between vacation and compensatory time used.
  - b. Patrol officers may use their compensatory time due in eight hour blocks and one four hour block, during the period of May 15th though September 1St of each year. Further, during the period of Sept 2nd through May 14th , the restriction placed on compensatory time use shall be four (4) or more hours. An officer may utilize once during 15 May and 01 September, one (40) consecutive hour block of compensatory time due. This compensatory time due cannot be used within (5) calendar days bf your scheduled vacation, nor can it be used in the same calendar month as your vacation. In addition to the foregoing, a patrol officer may be allowed to utilize (32) hours of compensatory time due in each calendar month during this time period. beginning 1.5 May and ending 01 September, provided, however, no more than (24) hours can be used consecutively other than when the one time (40) hour block is used. In the calendar month when an officer utilizes his (40) hour block, no other compensatory time due can be used. A break of (5) calendar days must occur between compensatory time used of (24) hours or longer.
9. If due to a bonafide illness, the health of a Patrol Officer warrants prolonged absence from duty, a Patrol Officer may request to utilize additional Compensatory time up to the maximum amount of hours they have accumulated to date, with the approval from the Office of the Chief of Police.
10. Request to use Compensatory Time will not be unreasonable denied.

11. Patrol Officer's will be allowed to carry (148) hours of Compensatory Time from one calendar year to the next, but they still must not exceed (160) hours at any time.

This Order supersedes all previous written and unwritten policies of the FOREST PRESERVE DISTRICT OF COOK COUNTY POLICE DEPARTMENT on the above subject.

By Order Of:

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Date



DEPARTMENT OF LAW ENFORCEMENT  
 Steven E. Cassara  
 Chief of Police

# GENERAL ORDER

**SUBJECT: ROTATION TO FIRST SHIFT**

S.O.P. CODE: ADM-26  
 ISSUE DATE: 30 MAY 97  
 EFFECTIVE DATE: 30 MAY 97  
 DISTRIBUTION CODE: C  
 RESCINDS:  
 AMENDS: NEW

**RELATED DIRECTIVES**

For The purpose of this order, primary shifts will be as follows:

First Shift: 0000 hours to 0800 hours  
 Second Shift: 0800 hours to 1600 hours  
 Third Shift: 1600 hours to 0000 hours

1. First Shift will be established from 0000 hours to 0800 hours. This shift will normally consist of (10) officers, (2) patrol officers from each of the (5) areas.
2. All officers assigned to patrol, will be required to work the First Shift (0000 hours to 0800 hours) during the course of their normal rotation.
3. Assignment to the First Shift (0000 hours to 0800 hours) will be accomplished in the following manner:
  - a. During the course of an officer's normal rotation, when an officer rotates onto the Second Shift (0800 hours to 1600 hours) and their Day Off group is one of those listed in paragraph b. below for the appropriate Area, their next rotation will be to the First Shift (0000 hours to 0800 hours) with their normal Day Off group.
  - b. Assigned Area Day Off Group for the Second Shift (0800 hours to 1600 hours):

	<u>First Officer</u>	<u>Second Officer</u>
Area 1:	Saturday & Sunday	Sunday & Monday
Area 2:	Monday & Tuesday	Tuesday & Wednesday
Area 4:	Wednesday & Thursday	Thursday & Friday
Area 5:	Monday & Tuesday	Tuesday & Wednesday
Area 6:	Thursday & Friday	Friday & Saturday

4. Under normal circumstances, no more than (2) patrol officers from the same Sub-Area will be allowed to work the First Shift (0000 hours to 0800 hours) at the same time.
5. After completion of the First Shift (0000 hours to 0800 hours) rotation, patrol officers will rotate onto the Third Shift (1600 hours to 0000 hours), using their next scheduled Day Off group.

This Order supersedes all previous written and unwritten policies of the FOREST PRESERVE DISTRICT OF COOK COUNTY POLICE DEPARTMENT on the above subject.

By Order Of

Steven E. Cassara  
 Chief of Police



DEPARTMENT OF LAW ENFORCEMENT  
Steven E. Castans  
Chief of Police

## GENERAL ORDER

S.O.P. CODE: ADM-28  
ISSUE DATE: 30 MAY 97  
EFFECTIVE DATE: 30 MAY 97  
DISTRIBUTION CODE: C  
RESCINDS: PO 92-006  
AMENDS:

**SUBJECT: REALIGNMENT OF SHIFT ASSIGNMENTS**

### RELATED DIRECTIVES:

### PROCEDURE:

On a one time basis within (60) sixty days of execution of this agreement, the needs of the District will be analyzed and if it is determined that a realignment of the Shift Assignments or Day Off groups is necessary, the District will allow affected officers within a sub-area to bid and award the sub-area assignment on the basis of seniority. If not filled by such bids, the District shall have the authority to assign affected officers in the reverse order of seniority.

Effective 01 April and 01 October of each year, the District may analyze the needs of each sub-area and if it is determined that the amount of personnel and/or day off groups need to be adjusted, the District will allow the affected officers within a sub-area to bid and award the sub-area assignment on the basis of seniority; said assignments to commence with the first shift change after 01 March or 01 October, provided, the affected officers have received a minimum of (14) fourteen calendar days notice. If not filled by such bids, the District shall have the authority to assign affected officers in the reverse order of seniority.

This Order supersedes all previous written and unwritten policies of the FOREST PRESERVE DISTRICT OF COOK COUNTY POLICE DEPARTMENT on the above subject.

By Order Of,

Steven E. Castans  
Chief of Police

# APPENDIX D

**SALARY CHART - PATROL**

	<b>Step 1 Hire</b>	<b>Step 2 1 Year</b>	<b>Step 3 2 Year</b>	<b>Step 4 3 Year</b>	<b>Step 5 4 Year</b>	<b>Step 6 5 Year</b>	<b>Step 7 10 Year</b>	<b>Step 8 15 Year</b>	<b>Step 9 20 Year</b>
2004	36,605	40,746	42,368	44,051	45,805	47,627	49,534	51,494	53,545
1/1/05	36,971	41,153	42,791	44,491	46,263	48,103	50,029	52,009	54,080
1/1/06	37,340	41,565	43,220	44,936	46,726	48,584	50,530	52,529	54,621
7/1/06	38,087	42,396	44,084	45,835	47,660	49,556	51,540	53,579	55,713
1/1/07	38,659	43,032	44,745	46,522	48,375	50,299	52,313	54,383	56,549
7/1/07	39,625	44,108	45,864	47,686	49,584	51,557	53,621	55,742	57,963
1/1/08	40,417	44,990	46,781	48,639	50,575	52,588	54,693	56,857	59,122
7/1/08	41,529	46,227	48,068	49,978	51,966	54,034	56,197	58,420	60,748

Annual salaries are based upon hours actually worked or in pay status. Wage increases are effective the first full pay period after the date indicated.

# APPENDIX

## E

FOREST PRESERVE DISTRICT OF COOK COUNTY AND THE  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Items Referenced in Side Letter for Tentative Settlement Agreement:

The parties agree that all economic provisions of the Agreement shall be retroactive to the first day of the first full pay period after January 1, 1996.

Article I, Section 4:

The parties agree that the Union has already satisfactorily demonstrated to the District that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, and that the Union is not required to meet this obligation again.

Article IV, Section 3, Subparagraph C:

The parties agree that the phrase "classification of police officer" includes full-time employment in all past and present law enforcement related classifications with the District, such as "police officer," "peace officer" and "ranger."

Article VII, Section 4:

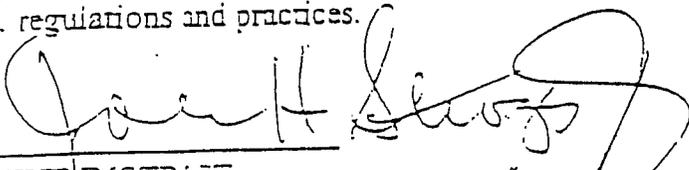
The parties agree that the District will continue its current practice as required by statute of paying 100% of salary at the time of injury for the first year of disability. Thereafter, the parties agree that employees are entitled to disability benefits as set forth in Article VII, Section 4.

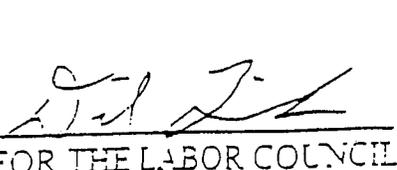
Article X, Section 4:

The parties agree that the District will attempt to make reasonable accommodations for employees who have reserve duty on Saturday and Sunday.

Article XIII, Section 4:

The parties agree that an employee must inspect his civil service personnel file in accordance with civil service rules, regulations and practices.

  
\_\_\_\_\_  
FOR THE DISTRICT  
John H. Stroger, Jr., President  
Date: 09/17/97

  
\_\_\_\_\_  
FOR THE LABOR COUNCIL  
Date: 09/17/97



# APPENDIX

## F

FOREST PRESERVE DISTRICT  
of Cook County, Illinois

GENERAL HEADQUARTERS



DANNY K. DAVIS  
BARCLAY FLEMING  
CARL R. HANSEN  
TED LECHOWICZ  
ROBERTO WALDONADO

RICHARD A. SIEBEL  
PETER M. SILVESTRI  
DEBORAH SIMS  
BOBBIE L. STELE  
CALVIN R. SLITKER

JOHN H. STROGER, JR. PRESIDENT

536 NORTH HARLEM AVENUE RIVER FOREST, ILLINOIS 60305  
312-261-3400 / 708-366-9420 / 800-370-3666 TDD 708-771-1190

Joseph N. Nevins, GENERAL SUPERINTENDENT



FAMILY AND MEDICAL LEAVE OF ABSENCE REQUEST

Section 1. I hereby request a leave of absence under the Forest Preserve District's Family and Medical Leave Policy. I am requesting this absence for the following reason (please check):

The birth of my child and/or to care for my newborn child. My child was born/is expected to be born on \_\_\_\_\_  
(Date)

The placement of a child with me for adoption or foster care. This placement took place/will take place on \_\_\_\_\_  
(Date)

To care for my child, spouse, or parent, who has a serious health condition.\*

My own serious health condition which renders me unable to perform the essential functions of my job.\*

Section 2. I am requesting leave on the following basis (please check):

A single period of absence from \_\_\_\_\_ to \_\_\_\_\_  
(Starting date) (Expected return date)

Intermittent leave (separate blocks of leave) as follows:

\_\_\_\_\_

Reduced schedule leave (reduced hours per week or workday) as follows:

\_\_\_\_\_

Section 3. I acknowledge that I have received a copy of the Forest Preserve District's Family and Medical Leave Policy. I understand that I must abide by its provisions.

Section 4. I acknowledge that I do not return to work for at least 30 calendar days after



## SUMMARY OF FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act takes effect on August 5, 1993. The Act will not supersede existing District policies that provide for more generous leave than the FMLA guidelines.

### Summary of the Act

The Act generally provides for employees to take twelve (12) weeks of unpaid emergency leave in a 12-month period in the following circumstances:

- 1) Birth or placement for adoption or foster care of the employee's child;
- 2) care of the employee's spouse, children or parent who has a serious health condition ("child", normally defined as a minor, includes a child over the age of 18 who is incapable of self-care); or
- 3) a serious health condition that renders an employee unable to perform the essential functions of a job.

Employees who have worked for the District for 12 months or for 1,250 hours during the previous 12 months shall be eligible for FMLA leave. Employees must give the District 30 days' notice of an intention to take leave by completing the request form prepared by the Bureau of Human Resources when such leave is foreseeable, and as much notice as is practicable in emergencies. Failure to provide adequate notice for foreseeable leave may result in a postponement of leave (30 days after notice).

When both spouses work for the District, they may take 12 weeks in the aggregate unless such leave is occasioned by the serious health condition of one spouse. For the birth or adoption of a child, employees must complete FMLA leave within one year of the date of birth or placement.

The FMLA defines a serious health condition as an illness requiring inpatient care or continuing treatment by a health care provider. Continuing treatment includes two or more visits to or treatments by a health care provider or a single visit that results in a treatment regimen. When inpatient care is not included, the condition must cause absence or incapacity for at least three days in addition to requiring continuing care. The District must grant leave to employees when an illness renders them unable to perform the functions of a job and when employees need to receive medical treatments. The definition of "serious health condition" applies to an employee's illness and to the illness of an employee's family member.

Returning to Work

The District must restore a returning employee to the same job or an equivalent position with equivalent pay, benefits and working conditions. The District must also pay returning employees unconditional pay increases such as cost of living adjustments, but not increases conditioned upon seniority or length of service. An employee on FMLA leave has no greater right to reinstatement or benefits than a worker who has enjoyed continuous employment. Layoffs are permitted, but the District must show that the employee would not otherwise have been employed at the time of reinstatement.

Please contact the Department of Personnel if you have any questions.

## SUMMARY OF FAMILY AND MEDICAL LEAVE ACT OF 1993

The Family and Medical Leave Act takes effect on August 5, 1993. The Act will not supersede existing District policies that provide for more generous leave than the FMLA guidelines.

### Summary of the Act

The Act generally provides for employees to take twelve (12) weeks of unpaid emergency leave in a 12-month period in the following circumstances:

- 1) Birth or placement for adoption or foster care of the employee's child;
- 2) care of the employee's spouse, child or parent who has a serious health condition ("child", normally defined as a minor, includes a child over the age of 18 who is incapable of self-care); or
- 3) a serious health condition that renders an employee unable to perform the essential functions of a job.

Employees who have worked for the District for 12 months or for 1,250 hours during the previous 12 months shall be eligible for FMLA leave. Employees must give the District 30 days' notice of an intention to take leave by completing the request form prepared by the Bureau of Human Resources when such leave is foreseeable, and as much notice as is practicable in emergencies. Failure to provide adequate notice for foreseeable leave may result in a postponement of leave (30 days after notice).

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# APPENDIX G

## APPENDIX G

# DRUG ABUSE POLICY AND TESTING PROCEDURES FOR THE FOREST PRESERVE DISTRICT OF COOK COUNTY

## I. INTRODUCTION

The mission of the Forest Preserve District of Cook County ("District") is to preserve the natural environment for the education, pleasure and recreation of the public. This mission is fundamentally compromised when District police officers engage in the use of illegal drugs. Drug abuse by District police officers jeopardizes the public's health and safety. Indeed, drug abuse can cause irreparable harm to or endanger the lives of both the public and other District officers.

In the interests of protecting the general public and maintaining the well-being of our officers, the District established a Drug Free Policy for District Employees in 1989. In furtherance of the District's continuing interest in creating a drug-free workplace, the District has adopted this Drug Abuse Policy. The District is committed to making drug testing an integral part of our efforts to build and maintain an effective workforce. Accordingly, full compliance with the Drug Abuse Policy is a condition of continued employment with the District.

Any disciplinary action taken as a result of this Drug Abuse Policy will be in accordance with the provisions of this Drug Abuse Policy, the District's Disciplinary Action Policy and Procedure, the governing collective bargaining agreement and the Civil Service regulations, if applicable.

## II. DRUG TESTING CATEGORIES

The District will conduct drug testing in four different categories: (1) reasonable suspicion testing; (2) post-accident testing; (3) random testing; and, (4) return to work/transfer testing.

### A. Reasonable Suspicion Testing

An on-duty District police officer will be required to submit to a drug test if reasonable suspicion exists that the officer may be under the influence of drugs. "On duty" means the time when an officer begins work until the time when the officer is relieved from all responsibility for performing work.

Reasonable suspicion testing may be based upon:

1. Observable phenomena, such as direct observation of on-duty drug use or possession and/or physical or behavioral symptoms of being under the influence of drugs while on duty;

2. Information regarding officer drug use which is either provided by reliable and credible sources, or independently corroborated by reliable and credible sources;
3. The officer's arrest or conviction for a recent drug-related offense; or the identification to the District General Superintendent, by a law enforcement agency, of the officer as the focus of a current criminal investigation into illegal drug possession, use, or trafficking; or
4. Newly discovered evidence that the officer has tampered with a previous drug test.

With respect to reasonable suspicion based on observable phenomena, the reasonable suspicion determination will be made by District supervisory personnel who have been trained to detect symptoms of drug use. The Employee Assistance Program (EAP) will conduct supervisor training prior to the implementation of this facet of the drug testing program.

The procedure for establishing reasonable suspicion based on observable phenomena will be as follows. The supervisor who observes the officer will complete a written report detailing the basis for the supervisor's belief that the officer may be using drugs. The report should include the dates and times of observations, reliable/credible sources of information and any additional relevant information. The supervisor must send the report to the Chief of Police within 24 hours of the observed conduct. The Chief, in consultation with the Cook County Department of Human Resources, will determine whether the reasonable suspicion exists. If the Chief determines that reasonable suspicion exists, the officer will be tested within 24 hours after the determination is made. If the officer does not make him/herself available for testing during that period, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in Section V herein.

#### **B. Post-accident Testing**

An officer involved in an on-duty accident will be subject to drug testing if reasonable suspicion exists that the officer's conduct was a significant factor in the accident, and the accident results in:

- i. A death or a personal injury requiring immediate medical treatment away from the scene of the accident, or
- ii. Greater than \$500 property damage.

The officer is responsible for reporting such an accident to his or her supervisor and making arrangements with his or her supervisor for the submission of a urine specimen within six hours after the accident. An officer who is seriously injured and cannot provide a specimen at the time of the accident must, as soon as possible thereafter, provide the necessary

authorization for obtaining medical reports or other documents that would indicate whether or not there were illegal drugs in his or her system.

The failure or refusal of an officer to report an accident or submit to a post-accident drug test will be treated as a refusal to test and will subject the officer to disciplinary action, as set forth in Section V herein.

### C. Random Testing

District police officers will be subject to random testing. Random testing will be conducted such that the number of random drug tests in a year will be equal to, at a minimum, 50% of the total number of officers employed by the District. The actual selection of District officers will be handled by the Cook County Human Resources Department. A computer program will generate random lists of District officers to be tested. Cook County has used the computer program in connection with the random testing of county officers for several years. After the computer generates the list, the Cook County Human Resources Department will provide a copy of the list to the District's Chief of Police. The District officers on the list will be notified and tested the following morning. If an officer fails to report for testing within 2 hours of notification, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in Section V herein.

On the morning of the test day, the District's Office of Personnel or Chief of Police will notify the supervisor of each officer who is to be tested that day. After the officer signs in, the supervisor will inform the officer that she or he is to be tested that morning. The supervisor will arrange for the officer's transportation to the County Building (118 North Clark, Room 849) where the specimen collection will be performed.

### E. Return to work/transfer testing

An officer who returns to work after an absence of 30 days or more (except approved vacations) will be required to submit to a drug test before being allowed to resume working. In addition, an officer who is transferred onto or off of a special unit will be required to submit to a drug test prior to join in the special unit and upon the officer's return to regular duty. Refusal to submit to the test will be treated as a refusal to test and will subject the officer to disciplinary action as forth in Section V herein.

## III. TESTING PROCEDURES

### A. Drugs Tested

The District will test officers for the following five substances:

THC (MARIJUANA) METABOLITES  
COCAINE METABOLITES  
OPIATE METABOLITES

**AMPHETAMINES/MET AMPHETAMINES  
PHENCYCLIDINE (PCP)**

**B. Specimen Collection Procedures**

Specimen collection will be performed by the trained personnel of the Cook County Bureau of Human Resources Medical Department. A drug testing custody and control form will be used to document the specimen collection and will be sent with the specimen to the laboratory.

Specific procedures followed during collection of the specimen include: (1) positive identification of the officer; (2) removal by the officer of his or her outer garments such as jackets, hats, etc.; (3) washing of the officer's hands prior to collection of the specimen; (4) securing of water sources in the collection site enclosure; (5) adding of blueing agent to toilet tank and bowl; (6) the collector remains outside the enclosure; (7) the officer may flush the toilet only after giving the specimen to the collector; (8) the specimen container must contain at least sixty ml of urine; and (9) the specimen container will be sealed and initialed by the officer and collector.

The collector will inspect the specimen for volume, temperature, color, pH concentration factor and any signs of contamination.

An officer is ensured of individual privacy when providing a urine specimen for testing except in the following situations:

1. The officer presents a specimen that is outside the accepted temperature range, and the officer refuses to have an oral body temperature measurement; or the body temperature measurement varies by more than 1 °C from the specimen temperature; or the specimen has a pH concentration factor that is outside the normal range; or
2. the collector observes conduct clearly and unequivocally indicating an attempt to adulterate or substitute the specimen; or
3. the officer's last provided specimen was determined to be diluted; or
4. the officer has previously had a verified positive test.

If direct observation is required as a result of one of these specific circumstances, the collector will be the same gender as the officer.

If the officer cannot provide a sufficient volume of urine, he or she shall remain at the collection site and be provided with fluids to drink.

If the officer refuses to cooperate with the collection process, the collector will notify the District's Office of Personnel and note the non-cooperation on the officer's urine custody and control form. The officer will then be subject to disciplinary action for refusal to take the test.

### C. Laboratory Operations

In all testing categories, the initial drug screening using DAU/EMIT methodology will be performed by trained laboratory personnel of the Cook County Medical Department. If the specimen tests positive, the specimen will be sent to a laboratory certified by the U.S. Department of Health and Human Services for confirmatory testing.

### D. Laboratory Analysis Procedures

The basic laboratory analysis procedures are as follows:

1. Use of a chain of custody procedure to track and preserve the integrity of the specimen throughout the laboratory procedure.
2. After acceptance by the laboratory the specimen will remain in secured storage. Aliquots (small amounts) of the specimen will be used for conducting tests.
3. Screening of the specimen using an immunoassay analysis. For each drug metabolite tested, there are established cut-off levels. If the amount of the metabolite is below the cut-off level, the specimen will be reported as negative. If not, the specimen will be reported as positive.
4. A specimen that is positive in the initial screening will be sent to a certified laboratory for confirmatory testing by gas chromatography/mass spectrometry methods. If the amount of a metabolite exceeds the cut-off level, the specimen is confirmed as positive. If the amount of the metabolite is below the cut-off level, the result will be reported as negative.

Both the Cook County and confirmatory laboratories retain all records relating to the specimen for a minimum of one year. The confirmatory laboratory will provide a secure storage of a positive specimen for at least one year.

### E. Reporting of Urinalysis Results

All results will be reported to the Cook County Department of Human Resources Medical Department ("Medical Department"). A licensed physician from the confirmation laboratory, who has knowledge of substance-abuse disorders, will send a certified copy of the lab results to the Medical Department.

After a review and verification of positive results by the Medical Department, the results will be reported to the District. An officer whose test result is positive will be provided with an

opportunity to discuss the test result with the Medical Department. An officer may provide the Medical Department with relevant medical records that may explain a positive test result.

If the officer refuses to discuss the test result with the Medical Department, the test will be reported as a positive test to the District. If, the officer can provide the Cook County Medical Department with a legitimate medical explanation for the positive result, the test result will be reported as negative to the District.

The officer may request, through the Medical Department, a reanalysis (retest) of his or her specimen. The reanalysis will be of the original specimen, not of another specimen subsequently collected. Any retesting will be at the officer's expense and must be performed at a laboratory certified by the U.S. Department of Health and Human Services. The Medical Department will handle the transfer of the officer's specimen.

If the Medical Department cannot contact the officer, the Medical Department must request that the District's Office of Personnel contact the officer and request that the officer contact the Medical Department. If the Office of Personnel is unable to contact the officer, the District may place the officer on temporary, medically unqualified status or medical leave.

If the officer does not contact the Medical Department within five days after being requested to do so, the Medical Department will verify the positive test result to the District's Personnel Department.

Under all circumstances, a confirmed positive test result, verified by the Medical Department, will be considered a violation of this Policy.

**F. Protection of Officer's Records**

Both the Cook County Medical Department and the confirmatory laboratory will maintain strict confidentiality of the test records in their possession. Access to those records will be permitted in the event a lawsuit, grievance or legal proceeding initiated by or on behalf of the officer and arising from a positive drug test. Access under these limited circumstances will be permitted only to the following: (1) the officer; (2) the District; and (3) the decision-maker in the lawsuit, grievance or other proceeding.

**IV. CONSEQUENCES OF A REPORTED POSITIVE TEST RESULT**

Upon notification of a confirmed positive test result, the District will (1) place the officer on a 30 day medical leave of absence, and/or (2) take immediate disciplinary action.

**A. Medical Leave of Absence**

In instances where the test is the officer's first positive result, the District will immediately place the officer on a unpaid medical leave of absence for a minimum of thirty (30) days. During the thirty day medical leave, the officer will have a one-time opportunity to

successfully complete a drug rehabilitation (not merely detoxification) program. If desired, the officer will receive assistance from the Employee Assistance Program ("EAP") with respect to enrollment into such a program. Any cost of rehabilitation which is beyond the officer's available insurance coverage must be paid by the officer.

If the officer wishes to be paid during the thirty day medical leave of absence, the officer may use his or her available compensatory time, vacation time, sick days, or personal days.

If the officer successfully completes an approved drug rehabilitation program, the District may allow the officer to return to work after the minimum 30 day leave of absence. The officer's return to work will be dependent on passing a drug test and must be authorized by the rehabilitation program's attending physician.

Under the limited circumstances where the officer is eligible for and successfully completes the drug rehabilitation program, the District will not take disciplinary action against the officer. However, if the officer fails to successfully complete the drug rehabilitation program, the District will take immediate disciplinary action as set forth below.

Upon the officer's return to work after successful completion of a rehabilitation program, the officer will be subject to each type of testing outlined in this policy. In addition, the officer will be subject to follow-up testing no less than four times in the year following his/her return to work. The timing of the follow-up testing will be at the complete discretion of the Medical Department. If the officer subsequently has a verified positive drug test result or refuses to submit to a drug test, the officer will be subject to disciplinary action, up to and including discharge.

#### **B. Disciplinary Action**

A positive drug test result is a major cause infraction under the District's Disciplinary Action Policy and Procedure. An officer who tests positive for drugs will be subject to disciplinary action up to and including discharge.

The District will conduct a disciplinary hearing as soon as possible after notification of the positive test result (except where the officer goes on medical leave as described in section IV (A) above). The disciplinary hearing will be conducted in accordance with the rules set forth in the District's Disciplinary Action Policy and Procedure.

Any disciplinary action resulting from the hearing will be in accordance with the District's disciplinary rules, the governing collective bargaining agreement and the Civil Service requirements, if applicable.

#### **V. REFUSAL TO BE TESTED**

A District officer's refusal to be tested is *an act of insubordination under the Police Department Rules and Regulations, as well as* a major cause infraction under the District's

Disciplinary Action Policy and Procedure. The test refusal will be promptly addressed in a disciplinary hearing, and may result in discipline, up to and including discharge.

#### VI. VOLUNTARY REHABILITATION PRIOR TO TESTING

The District wishes to encourage officers with substance abuse problems to enroll voluntarily in a drug rehabilitation program prior to testing. District officers will be permitted to enroll in a rehabilitation program on a one-time basis. To be considered voluntary, the officer's request to enroll in such a program must be made to the EAP prior to a request by the District that the officer submit to a drug test. The officer must then successfully complete the program, and cooperate fully with the treatment center and the District in addressing the officer's substance-abuse problem.

Any leave of absence required for a voluntary rehabilitation program will be unpaid. The officer may use his or her available compensatory time, vacation, sick days or personal days during the rehabilitation period, if the officer so desires. Any time off in excess of the accrued compensatory time, vacation, sick or personal days will be treated as unpaid medical leave. Any cost of rehabilitation which is beyond the officer's available insurance coverage must be borne by the officer.

The officer's return to work after voluntary rehabilitation must be authorized by the rehabilitation program's attending physician. Officers who voluntarily enter a drug rehabilitation program remain subject to all drug testing as set forth herein. This includes the follow-up testing which is performed at the discretion of the Medical Department (see section IV(A) supra).

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Forest Preserve District of Cook County (District) and the Illinois Fraternal Order of Police Labor Council/FOP Lodge 166 (IFOP) (sometimes collectively referred to herein as the Parties).

WHEREAS, the Board of Commissioners of the District adopted the year 2003 Annual Appropriation Ordinance (Budget) for the fiscal year January 1, 2003, through December 31, 2003; and,

WHEREAS, pursuant to the Budget for 2003, the District laid off Police Officers in the District's Police Department; and,

WHEREAS, the Collective Bargaining Agreement between the parties contains language governing the process of recalling laid off employees; and,

WHEREAS, eleven (11) laid off District Police Officers were hired/transferred to work at Stroger Hospital; and,

WHEREAS, the parties wish to resolve all matters and issues that arose as a result of these Budget reductions.

THEREFORE, the parties agree as follows:

1. The attached "Seniority List" (see attached Appendix "A") shall be controlling in the event of a recall of any District Police Officers laid off pursuant to the 2003 Budget reduction or any future reduction in force. The attached Seniority List shall be controlling even if a laid off District Police Officer has accepted employment with another Cook County Agency<sup>1</sup>.
2. A laid off District Police Officer who accepts employment at another Cook County agency shall receive the appropriate wage step as provided for in that unit's wage scale progressions, based upon the officer's prior length of service with the District.
3. A District Police Officer, who was not laid off, but who accepts other employment with a Cook County agency, shall receive credit for any and all sick leave accrued while employed with the District, and the Police Officer shall continue to accrue sick leave consistent with the Police Officer's years of service at the new County unit.
4. At the time of lay off or transfer, all affected District Police Officers shall be paid for all accrued vacation time and receive two weeks of severance pay at their then current wage rate, and have medical coverage during that time for which severance is paid. Transferred Police Officers, or Police Officers who accept employment at other Cook

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<sup>1</sup> For laid off Police Officers hired on March 29, 2000, seniority is determined by employee number

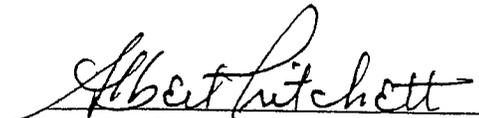
County agencies shall continue to accrue vacation time consistent with their years of service within the County.

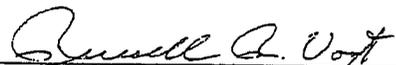
5. District Police Officers who were laid off and those who transfer or accept employment with another Cook County Agency shall be entitled to receive any retroactive wage increase that is agreed to by the Parties and made part of the successor Collective Bargaining Agreement that covers the period from the date of the contract to the date of the Police Officer's lay off, transfer, or acceptance of other Cook County employment.

Executed this 14<sup>th</sup> day of April, 2003

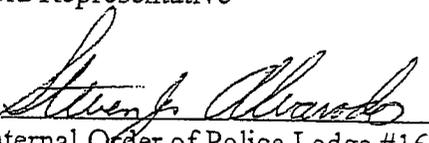
Cook County Forest Preserve District

Illinois Fraternal Order of Police  
Labor Council/FOP Lodge #166

  
Acting General Superintendent

  
Illinois Fraternal Order of Police  
Field Representative

  
Chief of Police

  
Fraternal Order of Police Lodge #166  
Lodge President