

COLLECTIVE BARGAINING AGREEMENT

Between

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(A.F.S.C.M.E.) COUNCIL 31, LOCAL 2264, AFL-CIO**

(Representing County Police Officers)

And

**COUNTY OF COOK/SHERIFF OF COOK COUNTY
(As Joint Employers)**

Effective December 18, 2012

December 1, 2008 through November 30, 2012

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PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County, Joint Employers of employees covered by this Agreement, (hereinafter collectively referred to as the "Employer" or "County") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of Local 2264 (hereinafter referred to as the "Union"). It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union and to establish wages, hours, and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement.

ARTICLE I Recognition

Section 1.1. Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the defined bargaining unit described as all Cook County Sheriff's Police Officers below the rank of Sergeant and excluding all confidential employees as determined by the Labor Board.

Section 1.2. Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may be gained 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 required as a condition of membership.

The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership.

Section 1.3. Dues Check-off:

The Employer agrees to deduct any or all of the following from the pay of those employees who individually request such deduction:

1. Union membership dues, assessments, or fees;
2. Union sponsored benefit programs;
3. P.E.O.P.L.E. contributions.

The request shall be on a form agreed to by the parties, signed by the employee. The amounts deducted shall be set by the Union. The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee.

Section 1.4. "Fair Share":

The Employer agrees to grant "Fair Share" to the Union in accordance with Sections 6(e) – (g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will, within thirty (30) days of their employment by the Employer,

(1) become members of the Union and pay to the Union regular Union dues 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.

Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union; provided, however, that the Union shall certify to the Employer 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.

Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names, addresses and the locations of all employee non-members of the Union from whose earnings the fair share payments shall be deducted.

Upon the Union's receipt of notice of an objection by a nonmember to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

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

Section 1.5. 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 1.4, 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. The employee will, on a quarterly basis furnish a written receipt to the Union that such payment has been made.

Section 1.6. Indemnification:

The Union shall indemnify and save the Employer 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 Employer 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.

Section 1.7. Union Business:

The Union will advise the Employer in writing of the names of the Stewards and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, which shall not be unreasonably denied, union representatives will be permitted to investigate and process grievances, attend grievance meetings, labor-management meetings, meetings concerning modifications of and supplements

and successors to this Agreement, committee meetings if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled to, or required to attend such meetings by virtue of being union representatives, stewards, witnesses, or grievants, during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling.

The Union may have up to twenty five (25) union stewards which shall include lead stewards at each work location, elected members of the Executive Board and one Chief Steward. The Union shall furnish the department with a list of stewards, elected Executive Board members and the Chief Steward as well as the chairpersons and members of any agreed committees.

In all cases the primary mission of the department and manpower considerations shall be controlling.

Section 1.8. Use of File Cabinet:

The Employer shall provide the Union with a secure file cabinet for the storage of union related materials. The Parties shall mutually agree upon the location of said cabinet.

**ARTICLE II
Employer Authority**

Section 2.1. Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operation and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statues and Constitutions, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. Employer rights shall be limited only by the specific and express terms of this Agreement. The Employer's rights include, but are not limited to:

- A. The exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.
- C. To establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).

- E. The right to make, publish and enforce reasonable general orders, rules and regulations; and, the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities.
- F. The right to enter into mutual aid and assistance agreements with other units of government.
- G. The right to establish standards governing the levels of force, including deadly force that can be used.
- H. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in this Section shall diminish the Union's right to grieve in accordance with the provisions of this Agreement.
- I. During each calendar year of this Agreement the Sheriff shall have the right to make up to thirty (30) "Employer Right" transfers.

"Employer Right" transfers shall be identified on the transfer order as an "ER" transfer.

ER transfers shall be at the Sheriff's discretion but such transfers shall not be made to reward an employee for activities unrelated to the employee's job, and shall not be made as a form of discipline. The transfer of one person out of a position and the transfer of a replacement person into that vacated position shall count as two (2) transfers. There shall be no carryover of unused transfers from year to year.

Section 2.2. Employer Obligations:

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

It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

Section 2.3. Union and County Meetings Respecting Health Care:

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

meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

Section 2.4. Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest that are not appropriate for consideration under the grievance procedure, the Union and the Employer agree to meet quarterly, or as needed, in each department. The Union and Employer shall each designate not more than five (5) departmental representatives to a labor-management committee for each department covered by this Agreement to meet, at the request of either party, at mutually agreed upon times and locations. In addition, there shall be a labor-management committee designated for the entire bargaining unit that may meet as needed at the request of either party composed of five (5) representatives from the Employer and five (5) representatives from the Union.

**ARTICLE III
Hours of Work and Overtime**

Section 3.1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week.

Section 3.2. Regular Work Periods:

The normal workweek shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two (2) or more consecutive days off. Any changes in the hours worked or work schedules will be discussed with Union Representatives at least sixty (60) days prior to implementation of such change, and shall not result in the loss of any economic benefit currently offered by the Employer. In the event such discussion does not result in an agreement on the contemplated changes in the hours worked, work schedules or loss of economic benefits, the Union reserves the right to move the issue directly to impasse arbitration, Section 12.10 of this Agreement. The Employer reserves the right to modify daily work hours for operational reasons. However, the Employer will not modify daily work hours solely to avoid the payment of overtime.

Section 3.3. Scheduling and Assignments:

All police officers assigned to the District Patrol shall be allowed to bid for area, shift, key and districts annually prior to December 10th of each year with the successful bids effective within the first two weeks of January, the following year. All police officers assigned to non-district patrol that are currently allowed an annual bid within their unit of assignment, will continue to be allowed such annual bid.

The Employer shall select the most senior qualified bidder for area, shift, key and district assignments. In determining qualifications, the Employer shall consider training, education, experience, skills, ability, demeanor and performance, except that the Employer will not select the most senior bidder for area, shift team and district assignments where the Chief of Police determines that the officer's assignment would interfere with the Department's effectiveness in that assignment.

Section 3.4. 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 abnormal peak loads in activities of the institution or department.
- B. For the purpose of calculating overtime, all compensated hours shall be counted, except sick leave during a fourteen (14) day pay period. In the event an Officer is charged with sick leave in a fourteen (14) day pay period in which overtime occurs, the overtime hours effected by the sick leave shall be calculated at straight time for that pay period. Employees shall receive overtime at the rate of time and one-half (1 1/2) their normal hourly rate of pay for all hours worked in excess of the one hundred sixty (160) hour, twenty-eight (28) day work period. At the employee's option, time and one-half (1 1/2) overtime may be accumulated as compensatory time due, calculated at the overtime rate, in lieu of pay.

All compensatory time due earned, from whatever source, shall be accumulated to a maximum of one hundred sixty (160) hours. All hours earned in exceeds one hundred sixty (160) hours shall be paid in cash. Absent unusual circumstances, overtime shall be paid within one (1) pay period of the date a report of such overtime is received by the timekeepers in the Sheriff's Police Department.

Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the employee and his/her supervisor.

Section 3.5. Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Sheriff, or his designee, 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 Sheriff, or his designee, may assign the overtime work to any employees who are immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit, as far as practicable.

Overtime List: The Employer, on a quarterly basis, will furnish the Union/Local with a list of all scheduled overtime assignments. The list will included employees' names and hours of overtime worked.

Section 3.6. Court Time:

Officers who attend court while off-duty (including court hours occurring off-duty on a regularly scheduled work day), shall receive three (3) hours minimum pay, or the actual hours worked, whichever is greater. If the officer attends court on a regularly scheduled day off, the officer shall receive three (3) hours minimum pay, or the actual hours worked, whichever is greater.

ARTICLE IV
Seniority

Section 4.1. Probationary Period:

The probationary period for new employees shall be one year from the date of appointment, consistent with the Rules and Regulations of the Cook County Sheriff's Merit Board as they existed on December 1, 1997. "Date of Appointment" shall be defined as the date on which the employee graduates from the Sheriff's Police Training Academy.

Only time in active full-duty employment shall be counted toward the completion of the above-described probationary period.

All newly hired employees of the Cook County Sheriff's Police shall be assigned to the uniformed Patrol Division for at least twelve (12) months from the date the affected employee(s) finishes his/her probationary period. No new employees shall be eligible to apply for a transfer from the Patrol Division to any specialized unit until they have served as described above, unless it is necessary in order to accomplish the operational needs of the department or when no one bids on an opening in a specialized unit.

Section 4.2. Definition of Seniority:

For purposes of the Article, seniority is defined as an employee's length of most recent continuous employment with the Cook County Sheriff's Police Department since his/her last hiring date as a full-time sworn Sheriff's Police Officer.

In the event of a tie in seniority, the employee's seniority in the Sheriff's Office will be used to break the tie. (Note: If the employees were hired on the same date, then seniority will be determined by the older employee in age, as determined by the date of birth).

Section 4.3. Reduction in Work Force, Layoff and Recall:

- (a) Should the Employer determine that it is necessary to decrease the number of employees due to lack of funds or lack of work, employees shall be laid off in inverse of order of seniority. Affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date of such lay-off.
- (b) 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 classification held by them at the time of the reduction in force.

Section 4.4. Scheduled Overtime Assignments:

A. Patrol Division

1. Definition: The term "Patrol Division Scheduled Overtime" includes all scheduled overtime work assignments in the Patrol Division known to the Employer at least seven (7) days in advance. These include, but are not limited to: township hire-back, roadside safety checkpoints, grant sponsored details, school security details, concert security details, election details, etc.

2. Scheduling: Requests for scheduled overtime in the Patrol Division shall be posted for at least five (5) days in all units of the Department where employees are assigned. The list of employees selected for such assignments shall be posted in all work areas for at least two (2) days prior to the assignment when possible. Assignment requiring a specific skill shall state such and reasons for at the time of posting.

3. Selection: All Patrol Division Scheduled Overtime will be assigned first to officers assigned to patrol, on a rotating seniority basis. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

B. Specialized Unit Scheduled Overtime

1. Definition: The term "Specialized Unit Scheduled Overtime" includes all scheduled overtime work assignments in specialized units, known to the Employer at least seven (7) days prior to the overtime.

2. Scheduling: Requests for specialized unit scheduled overtime shall be posted at least three (3) days in specialized units. The list of employees selected for such assignment shall be posted in all specialized units for at least two (2) days prior to the assignment, when possible. Assignment requiring a specific skill shall state such reasons for at the time of posting.

3. Selections: All specialized unit scheduled overtime will be made available to specialized units on a rotating seniority basis. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

C. Filing Grievance: An employee who believes they have been wrongly denied a scheduled overtime assignment may file their grievance at Step Two of the grievance procedure.

D. The Employer may deny overtime work to any Police Officer not in full duty status.

Section 4.5. Termination or Suspension of Seniority:

An employee's seniority with the Employer shall be suspended or terminated, as may be appropriate, upon the occurrence of the following:

A. Resignation or retirement;

B. Discharge for just cause, including but not limited to the following:

1. Failure to report for work upon recall from layoff within ten (10) work days after notice is sent by registered or certified mail or by telegram, to the employee's last address on file with the Department Personnel Office;
2. engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.

- C. An employee's seniority shall be suspended when the employee is absent from work because of layoff for twelve (12) months in the case of an employee with less than one (1) year of service from when the absence began, or twenty-four (24) months in the case of all other employees, or on an approved unpaid leave of absence in excess of six (6) months; except that this provision shall not apply in the case of an employee absent from work because of illness or injury covered by duty disability or ordinary disability benefits.

Section 4.6. Seniority List:

Thirty (30) days after the signing of this Agreement, and on December 1st and June 1st of each following year, the Employer shall furnish the Union with a list showing the name, number, address, classification and last hiring date of each employee. The Employer shall post a similar list without employee addresses in each department. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The Employer will furnish the Union with monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein. An employee's seniority, and their position on the seniority list, may be adjusted if accrual of seniority stops during a leave of absence or other absences referenced in Section 4.5(C).

The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union.

At least quarterly, the Employer on behalf of all employees covered by the Agreement, shall notify Council 31 in writing of the following personnel transactions involving bargaining unit employees within each department: check-off revocations, layoffs, leaves, returns from leave, discharges, terminations, retirements, and Social Security Numbers.

Council 31 shall, upon request, receive such information on computer tapes where available.

Section 4.7. Application of Seniority:

The seniority list shall govern in the selection of vacations or other time off selections in accordance with the provisions of this Agreement. Seniority shall be considered when making vehicle assignments.

Section 4.8. Job Posting and Bidding:

A. Definition of Vacancy

A recognized vacancy for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, and when new positions are created (including but not limited to assignments with other municipalities, state or federal agencies, and other units of government), or when an employee is suspended and removed for disciplinary reasons for more than thirty (30) days.

B. Posting of Vacancies

When the Employer decides to fill a vacancy, as defined above, a notice of such vacancy shall be posted on all bulletin boards for fourteen (14) days. All specialized skills or other requirements related to the job must be listed in the posted notice. The Union shall be sent a copy of the notice when it is posted, the names of all applicants at the expiration of the fourteen (14) days and before the selection is made, and the name of the successful bidder after the selection is made. All such information to the Union shall be in writing.

C. Filling of Vacancies

(1) Applicants for vacancies as described above shall submit a written application containing their work history, special training and any other reasons the applicant believes he/she is qualified for the position. All applicants shall be interviewed by the commander of the section or unit seeking to fill the vacancy, or his/her designee. Unsuccessful applicants shall receive a brief written statement setting forth the reasons why the applicant was not selected.

(2) Except in the case of an Employer Rights transfer, as described in Section 2.1(I) above, applicants to fill vacancies shall be evaluated for the position based upon training, experience, skills and abilities, past performance evaluations and the applicant's disciplinary record. If more than one applicant has substantially the same qualifications, as just set forth, the applicant with the greatest length of service in the Police Department shall be selected.

D. Transfer of Union Representatives/Stewards

Employees acting as Union Representatives/Stewards shall not be transferred from their job classifications, shifts, division/unit, or department because of their protected activities on behalf of the Union/Local or under law. Any transfers of Union Representatives/Stewards from their job classifications or units of assignments, other than in an emergency, will be discussed with the Union at least forty-five (45) days in advance of any such transfer.

E. Temporary Transfer

(1) The Employer may temporarily assign employees regardless of seniority, without being required to post said temporary assignment, provided that at the time of the assignment it is anticipated that the assignment will not exceed sixty (60) calendar days. The temporarily assigned employee will be reassigned to the position from which he was transferred upon the completion of the temporary assignment and may not be assigned to another temporary assignment for one (1) year. If the assignment is required for more than sixty (60) calendar days the Employer shall post and fill the position as outlined in parts "B" and "C" above.

(2) The Employer may extend a temporary transfer if the transfer resulted from an investigation (i.e. sexual harassment, loss of duty status) until the investigation is completed. If the conclusion of the investigations warrants a permanent reassignment, the Employer shall notify the Union and meet upon request.

ARTICLE V
Rates of Pay

Section 5.1. Job Classification:

Employees in the job classification set forth in Appendix "A" to this Agreement shall receive the monthly salary provided for their respective grade and length of service in Cook County. Employees will be increased to the appropriate step upon completion of the required length of service in Cook County. No person or persons shall be permitted to perform the work of a Sheriff's Police Officer job classification; nor shall the Employer transfer employees from other positions within the County or the Sheriff's Department to do bargaining unit work.

Employees covered by this Agreement shall have their seniority date for the purposes of movement on the Police Pay Plan adjusted to reflect their years of service with the County upon final approval of this Agreement. However, any employee entitled to a step increase as a result of a change in their seniority date shall receive the step increase on their first anniversary date with the Sheriff's Police Department following the final approval of this Agreement. Per the County rules, employees may only receive one step increase per year; however, affected employees shall continue to receive annual step increases on their anniversary date until they are on the appropriate step that reflects their new seniority date.

Section 5.2. Wage Rates:

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period on or after December 1, 2008	2.00%
Effective with the first full pay period on or after December 1, 2009	1.50%
Effective with the first full pay period on or after December 1, 2010	2.00%
Effective with the first full pay period on or after December 1, 2011	2.00%
Effective with the first full pay period on or after June 1, 2012	1.00%

All rates of pay shall be in accordance with the Wage Schedule herein attached as Appendix "A."

Section 5.3. Specialty Pay:

Officers assigned to certain positions shall receive a monthly stipend based upon their job description. Such specialty pay shall be as follows:

Bomb Squad: Three Hundred Seventy Five Dollars (\$375.00) per month
Gang Crimes: Two Hundred Fifty Dollars (\$250.00) per month
Field Training Officer ("FTO."): One (1) hour compensatory time per day when acting in the capacity of FTO

FTO certified officers assigned to the Patrol Division shall receive field training assignments on a rotating seniority basis based upon a list provided by the Sheriff.

Section 5.4. Bilingual Pay:

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

**ARTICLE VI
Holidays**

Section 6.1. Designation of Holidays:

- A. The following days are hereby declared holidays for all employees in the bargaining unit:
1. New Year's Day - January 1
 2. Martin Luther King's Birthday - 2nd Monday in January
 3. Lincoln's Birthday - February 12
 4. Washington's Birthday - Third Monday in February
 5. Pulaski's Birthday - 1st Monday in March
 6. Memorial Day - Last Monday in May
 7. Independence Day - July 4
 8. Labor Day - First Monday in September
 9. Columbus Day - Second Monday in October
 10. Veteran's Day - November 11
 11. Thanksgiving Day - The fourth Thursday in November
 12. Christmas Day - December 25

It is the intent of the board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.

- B. In addition to the above, any other days or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30th), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1 and the employer failed to grant one of the three days requested.

If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the

same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

Section 6.2. Holiday Compensation:

- A. If a scheduled holiday coincides with an employee's regular day off, the employee shall receive one (1) days compensatory time due in lieu of holiday pay.
- B. Employees whose regular work schedule coincides with any of the six major holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) and the employee works on said holiday, the employee shall receive one and one half times their hourly rate of pay, for all hours worked, plus an additional eight (8) hours of compensatory time due.

Section 6.3. Eligibility:

To be eligible for holiday pay, an employee must have received at least forty (40) compensable hours during the pay period in which the holiday occurs.

Section 6.4. Holidays in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee will be carried as "Holiday."

**ARTICLE VII
Vacations**

Section 7.1. Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section 7.1(D), shall be granted vacation leave with pay for periods as follows:

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

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for five (5) days during each bi-weekly payroll period to accrue vacation time in that period.
- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.

- D. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided, by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County shall be the same as if employment had continued without interruption by military service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not counted as part of a vacation.

Section 7.2. Vacation Preference and Scheduling:

By December 20th of each calendar year, all vacation scheduling shall be completed and posted by the Employer.

Vacation picks and scheduling procedures in effect at the time of this Agreement shall remain in effect. Vacations shall be selected within each shift or unit of assignment by departmental seniority; if a transfer occurs after the vacation selection, the affected employee's vacation selection shall remain as originally chosen.

Section 7.3. Baby Furlough:

In addition to regularly scheduled vacations, employees covered by the terms of this Agreement shall be permitted to take a "baby furlough," which may consist of no more than five (5) working days off, by using accumulated paid leave time (i.e. comp time, holiday time, personal days, etc.), but exclusive of sick leave.

ARTICLE VIII
Welfare Benefits

Section 8.1. Hospitalization Insurance:

- A. The various hospitalization insurance plans which are in effect shall remain in effect for the duration of this Agreement (attached as Appendix C). An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. Employees who elect to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the AFSCME Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

The County may institute or continue a cost containment program (such as second opinion on elective surgery, out-patient surgery, weekend admission prohibition, etc.) so long as the health insurance coverage remains the same. The Union will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

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

Section 8.2. Sick Leave:

- A. All employees covered by the terms of this Agreement shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for five (5) days during each bi-weekly payroll period to accrue paid sick leave. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days (one thousand four hundred (1400) hours, calculated as eight (8) hour work days), at the rate of twelve (12) working days, or ninety-six (96) working hours, per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. The amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability or injury, in the immediate family of the employee. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for forty (40) consecutive work hours or more for any health reason may be required to undergo examination by the Employer's physician before returning to work, at the Employer's cost.

For health related absences of less than forty (40) consecutive work hours, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff 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 the Employer's physician may be required to make sure that the employee is physically fit to return to work.

- E. If, in the opinion of the Sheriff or his designee, 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.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefit. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan; Disability benefits will be reduced by any Worker's Compensation benefits received. 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 not less than fifty percent (50%) of salary.

The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. An employee returning from disability leave shall be returned to his/her original assignment.

Section 8.4. Life Insurance:

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

Section 8.5. Pension Plan:

Pension benefits for employees covered by this Agreement shall be mandated under Chapter 1081/2 of the Illinois Revised Statutes.

Section 8.6. Dental and Optical Benefits:

The County agrees to provide a dental and optical insurance plan to its employees. All employees shall be eligible to participate, at no cost to them, in the dental and optical plan in accordance with Appendix C.

Section 8.7. Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, (including brother-in-law, sister-in-law) grandchildren, grandparents, or such persons who have reared the employee. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of forty hours pay;

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased, and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

- B. Leave requested to attend the funeral for 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, personal leave or compensatory time due of the employee making the request.

Section 8.8. 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 Sheriff or his designee.

Section 8.9. Family and Medical Leave:

Employees shall be granted family medical leave in accordance with the Family Medical Leave Act.

Section 8.10. Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the County, the County, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the County conform to the requirements of this Agreement where practicable. The County may take all reasonable

steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the County's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the County to take any action which would violate the ADA or any other applicable statute.

Grievances filed in reference to this Section shall begin at Step 2 of the Grievance Procedure.

Section 8.11. Temporary Light Duty:

Officers may be returned to a full time restricted duty position for a period of not more than six (6) months, so long as:

- 1) The employee's attending physician and the County Doctor have provided a written prognosis of expected return to full duty; and
- 2) The employee has a medical release from the same physician to perform such work.

Light duty positions shall be filled on a first come-first served basis, regardless of seniority, with notification of such assignment to the Union. If such positions are filled by other light duty officers, the Sheriff shall not be obligated to create any additional positions. A total of eight (8) positions shall be available.

Section 8.12. Insurance Opt Out:

Effective the first full pay period after December 1st of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees and their eligible dependents who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 8.13. Insurance Coverage on Layoff:

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

Section 8.14. Personal Support Program (PSP):

In addition to the County's Employee Assistance Program, coverage will continue for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program ("PSP"). Effective December 1, 2006, the Employer agrees to pay twenty-nine dollars

(\$29.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

ARTICLE IX
Additional Benefits

Section 9.1. Election Day:

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

Section 9.2. Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted thirty-two (32) hours off with pay each fiscal year. Employees may be permitted these thirty-two (32) hours 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 (1/2) day at a time; if less than one-half (1/2) days' time exists, the remaining time shall be converted to the compensatory time due bank or paid out at the end of the fiscal year at the employee's discretion.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of eight (8) hours 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 thirty-two (32) hours may be used in a fiscal year.

Personal days may not be used consecutively unless approved by the Sheriff or his designee. Personal days off shall be scheduled in advance to be consistent with the operating necessities and the convenience of the employee, subject to Department Head approval.

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

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

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

Section 9.3. Uniform Allowance and Changes:

Effective fiscal year 1998, employees covered by the terms of this Agreement shall receive six hundred fifty dollars (\$650.00) uniform allowance per fiscal year. The uniform allowance shall be paid to the individual employees during the first pay period in December.

Any additional costs shall be paid for by the Employer, effective FY 1998 with no reduction in the uniform allowance provided to the employees.

Upon retirement, or separation from employment for other than just cause, the employee may be required to repay up to seventy-five per cent (75%) the uniform allowance, by dividing the allowance by twelve (12) months. If the employee has served in a pay status for a minimum of six (6) months of the fiscal year, no repayment shall be required.

All Sheriff's Police Officers shall be allowed to continue to display on their uniform sleeves any and all markings which depict an officer's seniority with the Sheriff's Police Department.

Section 9.4. Contract Copies Supplied:

The Employer agrees to pay the total cost of reproducing this Agreement in such numbers as may be necessary for all parties. The Union shall be responsible for ensuring that all members are supplied with a copy of the fully executed labor Agreement.

Section 9.5 Flexible Benefits Plan:

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

Section 9.6. Maintenance of Benefits:

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Union. The Employer shall meet and discuss such changes before they are finally implemented. Any change made without such notice and meeting(s) shall be considered temporary pending the completion of such discussions. The Union reserves the right to impact bargain over such changes, including the right to arbitrate over such changes.

**ARTICLE X
Leaves of Absence**

Section 10.1. Regular Leave:

Leaves of absence without pay for employees shall be granted in compliance with the Rules and Regulations of the Employer and Cook County Sheriff's Merit Board.

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

Section 10.2. Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits or additional seniority during such period (except as otherwise provided in the Cook County Pension Plan), if such leave is in excess of thirty (30) days; except that leaves granted under the Family Medical Leave Act shall be exempt and pension and seniority shall continue.

Section 10.3. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on an unpaid leave of absence. An employee on an unpaid 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 deduction or otherwise must be made with the County Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4. Military Leave:

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

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

Section 10.5. Veterans' Convention:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.6. Approval of Leave:

No request for a leave, as defined in Sections 8.9, 10.1 or 10.4 of this Article, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be

unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

Section 10.7. Use of Benefit Time:

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

Section 10.8. Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course or instruction is logically related to the employee's employment opportunities with the Employer.

Section 10.9. 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.

Section 10.10. School Conference and Activity Leave:

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conference or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq.

**ARTICLE XI
Discipline**

Section 11.1. Definition:

Discipline shall include the following:

1. Written reprimand
2. Suspension
3. Discharge

At the Employer's option, employees may be eligible for "options granted" when serving suspension time. "Options granted" shall mean that employees may use accumulated vacation or compensatory time to fulfill some or all of their suspensions.

If the employee grieves a suspension of twenty nine (29) days or less, the resulting discipline will not be imposed until the Step 3 grievance response is issued.

Section 11.2. Time Limits:

All investigations conducted by the Internal Investigations Division of the Cook County Sheriff's Police shall be conducted and completed within a reasonable period of time after receipt of the complaint.

At the written request of the affected officer, any investigations which result in findings of "exonerated" or "unfounded" or similar dismissal shall be purged from the affected officer's personnel file within twelve (12) months from such action.

Section 11.3. Disciplinary Rights:

The Employer shall not take any disciplinary action against an employee without just cause. Employees will be disciplined and be entitled to representation consistent with the Bill of Rights, 50 ILCS 725/1 et seq. The Union and the Employer agree that discipline should be timely, and corrective, accompanied by counseling when appropriate. It is understood that employees are subject to the General Orders, Rules and Regulations of the Department. Random testing under the Sheriff's Drug Free Workplace Policy shall not be subject to the provisions of 50 ILCS 725/1 et seq.

The Joint Employers and the Union agree to the provisions of the Sheriff's Drug Free Workplace General Order, attached herein and made a part of this labor agreement, as Appendix E. No other drug policy may be substituted without discussion between the parties.

Except as provided in the Bill of Rights, anyone filing a complaint against a sworn police officer must have the complaint supported by a sworn affidavit.

Section 11.4. Removal of Discipline:

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

Section 11.5. Polygraph:

Except as provided in the Bill of Rights, in the course of any interrogation no officer shall be required to submit to a polygraph test, except with the officer's express written consent. Refusal to submit to such a test shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

Section 11.6. Cook County Sheriff's Merit Board:

It is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board. Any disciplinary actions referred to the Merit Board for hearing seeking discipline in excess of thirty (30) days, including discharge, are not subject to the terms and conditions of this Agreement.

**ARTICLE XII
Grievance Procedure**

Section 12.1. Policy:

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

Section 12.2. Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's Rules and Regulations or disciplinary actions. Matters which fall within the jurisdiction of the Merit Board are not challengeable as a grievance. However, discipline of thirty (30) days or less may be grieved as outlined in Section 12.4 of this Agreement. The Union will send copies of grievances appealed at Step Three to the County's Chief Administrative Officer or his designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

It is understood that the hiring and promotion of employees are not subject to the Grievance Procedure.

Section 12.3. Transfer Grievance:

The parties agree that transfer grievances shall begin at Step Two of the procedure. The burden of proof is on the grievant.

(1) Except in the case of an Employer Rights transfer, as described in Section 2.1(I) above, any unsuccessful applicant to fill a vacancy may grieve the decision on the bases that the Employer failed to properly apply the standards set forth above in Section 4.8(C)(2).

(2) An applicant to fill an Employer Rights vacancy, as described in Section 2.1(I) above, may file a grievance on the bases that the transfer was made to reward an employee for activities unrelated to that employee's job, or that it was made as a form of discipline.

Section 12.4. Grievance Procedure Steps:

Grievances must be submitted on an approved Grievance Form, (attached herein as Appendix "D"). The steps and time limits (shown as calendar days) as provided in the Grievance Procedure is as follows:

Step	Time Limit	To Whom Submitted	Time for Meeting and Response
1	30	1st Deputy or Designee	10
2	10	Chief or Designee/Director, Bureau of Human Resources/Designee	10
3	30	Impartial Third Party	

At each Step of the Grievance Process the Employer must issue a written response within the required time limit. If the answer is satisfactory or if the employee or the Union fails to advance the grievance within the required time limit after the answer is issued or due, the grievance procedure is concluded.

Section 12.5. Representation:

Only the aggrieved employee(s) and/or the Union may present grievances. Employees may take up grievances through Steps one and two. 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 meetings. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step two by the Union representative.

The Union will inform the Employer in writing of the names of the Stewards and shall notify the Employer of any changes. Upon obtaining approval from their supervisor, which shall not be unreasonably denied, the grievant and/or Union grievance representative(s) will be permitted reasonable time off without loss of pay during their work hours to investigate and process grievances, provided that the operations of the department are not adversely affected. In all cases the primary mission of the department shall be controlling.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting shall be entitled to Union representation upon request.

Section 12.6. Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

Section 12.7. Informal Discussion with Immediate Supervisor:

Before proceeding to the formal grievance procedure, an employee may discuss his/her grievance with their immediate supervisor in private and attempt to resolve the matter. The employee may have a Union representative present at such meetings. If the employee and the supervisor cannot resolve the grievance the employee may choose to reduce the grievance to writing and submit the grievance to the formal procedure below.

Discussion with the immediate supervisor does not suspend time limits for submission of the grievance to the first step of the grievance process.

Section 12.8. Union Representatives:

Duly authorized representatives of the Union will be permitted, at reasonable times, to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These Union representatives will be identified to the Sheriff or his designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Sheriff or his designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all-time be subject to general Sheriff's Department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

Section 12.9. Discovery:

Upon written request by the employee, or his authorized representative, the Employer shall provide discovery information requested as soon as possible but not later than five (5) days prior to the Complaint Review Panel hearing or Step Two grievance meeting. The Chief may delete "confidential" information which he deems to be too sensitive for release provided that such information is not required by the IPLRA.

Section 12.10. Impartial Arbitration Procedure:

Only the Union may request arbitration under this Agreement. If the Union is not satisfied with the Step Two answer, or answer of the Chief of Police in cases of discipline, it shall within thirty (30) days after receipt of the Step Two answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay subject to the general orders, rules and regulations of the Department. The decision of the Arbitrator shall be binding. Expenses for the arbitrator's services and the expenses which are common to both parties shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives 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 shall be limited to those presented to the Arbitrator in writing by the Employer and the Union. The Arbitrator's decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the Employer agree to meet within thirty (30) days after the effective date of this Agreement for the purposes of selecting a permanent panel of seven (7) arbitrators. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel in accordance with the above procedure.

If the arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the Arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the Arbitrator's cancellation fee.

Section 12.11. Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the

next panel member in rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. The arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

ARTICLE XIII **Continuity of Operation**

Section 13.1. 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 Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 13.2. Union Responsibility:

Should any activity prescribed in Section 13.1 of this Article occur, which the Union has not sanctioned, the Union shall immediately:

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) Notify the employees stating that the Union disapproves of such action and instructing all employees to cease such action and return to work immediately;

- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 13.3. Discharge of Violators:

The Employer 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 Employer may not be disturbed.

Section 13.4. No Lock-Out:

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

Section 13.5. Preservation of Rights:

In the event of any violation of this Article by the Union or the Employer, 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 XIV
Training and Education**

Section 14.1. Tuition Reimbursement:

The Employer encourages employees to continue their education and acquire new skills through a program sponsored in conjunction with the City Colleges of Chicago and the Suburban Community Colleges. Employees making application for specific courses shall follow the Cook County Tuition Reimbursement Policy, which shall remain in effect during the term of this Agreement.

Section 14.2. Available Training:

All courses and training programs presently available through the County, as described above, will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or programs is open for application.

Section 14.3. Educational Fund:

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME Council 31 bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all AFSCME bargaining units. Employees requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education and other training or technical institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five

hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit.

Section 14.4. Courses and Conferences:

The employer shall pay for all reasonable costs related to attendance at courses or conferences where an employee is required to attend at the request of the employer.

**ARTICLE XV
Miscellaneous**

Section 15.1. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation, and/or beliefs or activity or non-activity on behalf of the Union.

The Employer and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

Any transfer of a Union officer or bargaining unit member cannot be based upon their protected union activity under this Agreement or under the law.

Section 15.2. Health and Safety:

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

Section 15.3. Bulletin Boards:

The Employer will make bulletin boards available for the use by the Union in non-public locations at all work sites. The Union will be permitted to post on these bulletin boards notices of a routine, non-controversial nature. All other postings shall be subject to the approval of the Sheriff/Designee. Such approval shall not be unreasonably denied or delayed.

Section 15.4. 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 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 15.5. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy.

The Employer will advise the Union at least five (5) months in advance when such changes are contemplated, and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

Section 15.6. Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to the Credit Union.

Section 15.7. Personnel Files:

Upon written request to the Department Personnel Office, an employee, or his Union Representative (with written authorization from the affected employee) may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

Section 15.8. Secondary Employment Permitted:

It is understood that employment with the Cook County Sheriff is the Employee's primary job. In all instance the employee will operate within the guidelines of the department General Order, where the employee is assigned, regarding secondary employment. Employees working in the capacity of law enforcement officer, security guard or investigatory shall furnish proof of the secondary employer's indemnification/liability insurance. Employees engaged in secondary employment with permission shall be allowed to work a combined (scheduled work hours and secondary employment hours) maximum of twelve (12) hours on a regularly scheduled workday and unlimited hours on all other days as long as these hours do not affect the employee's ability to perform his assignments with the employer. Once allowed, secondary employment shall not be terminated without just cause except for annual re-application.

Section 15.9. Residency:

The parties agree that they will both agree to abide by the outcome of the litigation currently pending before the Illinois Public Labor Relations Board.

Section 15.10 Retirement Star and Identification:

All officers who retire from the Cook County Sheriff's Police Department shall be issued their identification and stars on their final day of service with the Department after having given at least sixty (60) days' notice in writing of his/her intention to retire.

The Sheriff reserves the right to deny the issuance of the identification and the star upon good cause shown.

Section 15.11. Personnel Rule Changes:

When the Employer is considering modifications in its general orders, rules, or regulations, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

ARTICLE XVI
Duration

Section 16.1. Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. 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 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.

Section 16.2. Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602
2. Sheriff of Cook County
Daley Center Room 704
Chicago, IL 60602
3. Chief, Bureau of Human Resources
118 N. Clark Street- Room 840
Chicago, IL 60602

If given by the County to the Chapter, then such notice shall be addressed to:

AFSCME Council 31
205 N. Michigan
Suite 800
Chicago, Il 60601

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 18th day of December, 2012

COUNTY OF COOK/SHERIFF OF COOK COUNTY:

By: Toni Preckwinkle
TONI PRECKWINKLE
President - Cook County Board of Commissioners

By: [Signature]
THOMAS DART
Sheriff of Cook County

Attest: David Orr
DAVID D. ORR
Cook County Clerk

UNION: American Federation of State County and Municipal Employees (AFSCME),
Council 31 for and on behalf of Local 2264, AFL-CIO

[Signature]

APPROVED
BY THE BOARD OF COOK
COUNTY COMMISSIONERS

DEC 18 2012

COM _____

SCHEDULE IV
 BUREAU OF HUMAN RESOURCES
 COUNTY POLICE COMPENSATION PLAN
 UNION

Effective June 1, 2012

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.
							AT MAXIMUM RATE AND 10 YEARS OF SERVICE	AT 1ST LON-GEVITY RATE AND 15 YRS. OF SERVICE	AT 2ND LON-GEVITY RATE AND 20 YRS. OF SERVICE	AT 3RD LON-GEVITY RATE AND 25 YRS. OF SERVICE	AT 4TH LON-GEVITY RATE AND 29 YRS. OF SERVICE	
P1	28,077	29,341	30,662	32,041	33,483	34,988	36,580	38,245	39,985	41,806	42,746	
Hourly	2,246.16	2,347.28	2,452.96	2,563.28	2,678.64	2,799.04	2,926.40	3,059.60	3,198.80	3,344.48	3,419.68	
Annual	58,400	61,029	63,776	66,645	69,644	72,775	76,086	79,549	83,168	86,956	88,911	

SCHEDULE IV

BUREAU OF HUMAN RESOURCES
 COUNTY POLICE COMPENSATION PLAN
 UNION

Effective December 1, 2011

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 10 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LON-GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON-GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON-GEVITY RATE AND 25 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON-GEVITY RATE AND 29 YRS. OF SERVICE
P1											
Hourly	27,799	29,050	30,358	31,724	33,151	34,642	36,218	37,866	39,589	41,392	42,323
Bi-Weekly	2,223.92	2,324.00	2,428.64	2,537.92	2,652.08	2,771.36	2,897.44	3,029.28	3,167.12	3,311.36	3,385.84
Annual	57,821	60,424	63,144	65,985	68,954	72,055	75,333	78,761	82,345	86,095	88,031

SCHEDULE IV

BUREAU OF HUMAN RESOURCES
 COUNTY POLICE COMPENSATION PLAN
 UNION

Effective December 1, 2010

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 10 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LON-GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON-GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON-GEVITY RATE AND 25 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON-GEVITY RATE AND 29 YRS. OF SERVICE
P4											
Hourly	27,254	28,480	29,763	31,102	32,501	33,963	35,508	37,124	38,813	40,580	41,493
Bi-Weekly	2,180.32	2,278.40	2,381.04	2,488.16	2,600.08	2,717.04	2,840.64	2,969.92	3,105.04	3,246.40	3,319.44
Annual	56,688	59,238	61,907	64,692	67,602	70,643	73,856	77,217	80,731	84,406	86,305

SCHEDULE IV

BUREAU OF HUMAN RESOURCES
 COUNTY POLICE COMPENSATION PLAN
 UNION

Effective December 1, 2009

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 10 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LON-GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON-GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON-GEVITY RATE AND 25 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON-GEVITY RATE AND 29 YRS. OF SERVICE
P1											
Hourly	26,720	27,922	29,179	30,492	31,864	33,297	34,812	36,396	38,052	39,784	40,679
Bi-Weekly	2,137.60	2,233.76	2,334.32	2,439.36	2,549.12	2,663.76	2,784.96	2,911.68	3,044.16	3,182.72	3,254.32
Annual	55,577	58,077	60,692	63,423	66,277	69,257	72,408	75,703	79,148	82,750	84,612

SCHEDULE IV
 BUREAU OF HUMAN RESOURCES
 COUNTY POLICE COMPENSATION PLAN
 UNION

Effective June 1, 2008

GRADE	ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 1 YR. AT MAXIMUM RATE AND 10 YEARS OF SERVICE	AFTER 1 YR. AT 1ST LON-GEVITY RATE AND 15 YRS. OF SERVICE	AFTER 1 YR. AT 2ND LON-GEVITY RATE AND 20 YRS. OF SERVICE	AFTER 1 YR. AT 3RD LON-GEVITY RATE AND 25 YRS. OF SERVICE	AFTER 1 YR. AT 4TH LON-GEVITY RATE AND 29 YRS. OF SERVICE
P1	Hourly 24,698	25,809	26,970	28,184	29,452	30,777	32,162	33,625	35,155	36,755	38,427	39,292
	BI-Weekly 1975.84	2,064.72	2,157.80	2,254.72	2,356.16	2,462.16	2,572.96	2,690.00	2,812.40	2,940.40	3,074.16	3,143.36
	Annual 51,371	53,682	56,097	58,622	61,260	64,016	66,896	69,940	73,122	76,450	79,928	81,727
		1.0450	1.0450	1.0450	1.0450	1.0450	1.0450	1.0455	1.0455	1.0455	1.0455	1.0225

SHERIFF'S DRUG FREE WORKPLACE POLICY

APPENDIX E

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I. PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 is applicable to Cook County Government as a grantee of federal funds. The Cook County board of commissioners has adopted a resolution that established a policy to maintain all county government workplaces drug-free workplaces.

The Department recognizes that pervasive illegal drug use has become a national crisis. Drug use in the workplace poses enormous problems in the areas of public health and safety as well as substantial social and economic costs. The Department must play a key role in "The War on Drugs," not only in terms of its public responsibilities as a law enforcement agency, but also in terms of its responsibilities for employee health and well-being. It is imperative that all sworn employees have the physical stamina and psychological stability to promptly perform all required duties under conditions of duress and possibly even great danger.

The overriding purpose of the criminal justice system is to protect community safety through the apprehension, adjudication and incarceration of law breakers. Because of the special status of peace officers in our society, drug use by any officer has a particularly devastating effect on all of law enforcement

Community confidence in law enforcement agencies could be severely damaged if those charged with safeguarding it were, because of their own drug use, either restrained in or unsympathetic to their mission of interdicting drugs. But drug use by sworn officers could be nothing short of disastrous if it impacts on public safety and the ability of officers to perform their duties. The purpose of this order is to:

- A. Establish a policy to detect, deter and eventually eliminate drug use by sworn employees;
- B. Promulgate Department policy that prohibits the presence of either of the following in an employee's system:
 - 1. Illegal drugs and controlled substances or their metabolites;
 - 2. Legally prescribed drugs in excess of prescribed limits.
- C. Set forth policy and procedures governing random, mandatory and reasonable suspicion drug testing of all swum employees;
- D. Achieve the goal of a safe, efficient and drug-free workplace through a fair, equitable, consistent, confidential and reasonable drug testing policy that ensures due consideration of the rights of employees as well as their privacy, integrity, reliability and dignity throughout the process for the protection of both employees and the public;

- E. Encourage sworn employees who have drug use problems to participate in the Employee Assistance Program or a drug rehabilitation program prior to detection via the Department's drug testing program;
- F. Provide for confidentiality of testing results;
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs;
- H. Ensure the professional credibility, unimpeachable integrity and judgment of sworn employees by providing sanctions for prohibited off-duty conduct which undermines public trust and is inconsistent with on-duty representations;
- I. Promote public confidence in the safety and integrity of all sworn personnel ensure their fitness for duty,
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance abuse;
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program;
- L. Recognize the establishment of the Drug Testing unit within the Sheriff's Office as a critical component of the efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program; and
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-1 C0) and the Drug Screen Specimen Affidavit Form (RDT-92-101).

II. POLICY STATEMENT

The Department recognizes that the vast majority of its sworn employees are not drug users and will not become drug users. A few are not drug-free, and some could possibly fall prey to the insidious spread of drug use, absent the strong preventive and deterrent effect of a drug testing program. This policy has not arisen from distrust, but rather from the desire to provide a better working environment.

It is imperative that all sworn employees possess the judgment, dexterity, physical stamina and psychological stability and are capable of devoting constant and uninterrupted attention to the performance of all required duties without risk of harm to themselves, other employees or the public. As a result of its responsibilities, as well as the sensitive nature of its work, the Department has an obligation to eliminate illegal drug use from its workplace.

It is therefore the policy of the Department to take all reasonable measures to maintain a work environment free of the unlawful use of drugs or controlled substances and prevent and otherwise pervasive societal problem from invading the ranks of its sworn employees.

- A. This policy applies to all sworn employees of the Department. For the purposes of this policy and directive, sworn employees (or employees) are defined as persons of any rank or title who are required, or authorized, to carry firearms while on or off duty, and who derive their peace officer powers from their status as deputy sheriffs by virtue of appointment by the Sheriff of Cook County.
- B. The terms "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
 - 1. Cannabis as defined in Chapter 56 1/2, Section 703, Illinois Revised Statutes, or as amended;
 - 2. Controlled substances as defined in Chapter 56 1/2, Section 1100, et seq., Illinois Revised Statutes, or as amended.
- C. The unlawful involvement with drugs; the presence is an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances by sworn employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a sworn exempt employee or probationary merit employee; or the referral of charges to the Merit Board, by the Sheriff or his designee, seeking the discharge of a sworn merit employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in Chapter 56 112, Section 1102, Illinois Revised Statutes.
- F. All sworn employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy. Any such action will be used as a basis for the initiation for a disciplinary action in accordance with Article II, Section D. of this directive.
 - 1. Refusal to submit to testing;
 - 2. Failure to cooperate;

3. Tampering or attempting to tamper with urine specimens;
 4. Adulteration of a test sample;
 5. Submission of or attempt to submit a false test sample;
 6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.
- G. "Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulate facts and reasonable, rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.
1. Reasonable suspicion drug testing shall be conducted when sworn employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
 2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination.
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
 - b. Abnormal conduct or erratic behavior while on-duty;
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - d. Slurred speech or unsteady walking or movement;
 - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;
 - f. Information obtained from reliable credible sources with personal knowledge which has been independently corroborated.
- H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a sworn employee:

1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units (when notice has been given that a physical examination is required);
 2. Qualifies for an extra-departmental training program of more than two weeks duration;
 3. Is returning to the Department after an absence of 30 days or more:
 - A. from leave of absence or suspension;
 - B. pursuant to an order of court or an order of the Merit Board; or
 - C. to be reemployed.
 4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or at least \$5,000.00 in property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion or when the circumstances require testing in accordance with existing statutes.
- I. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their official assignments shall not be disciplined under this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will, result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of on-duty activity.
 - J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screening shall be limited to the specific substances expressly identified in the employee consent form.

III. MANAGEMENT RESPONSIBILITIES

Commanders and supervisors are responsible for the reasonable enforcement of this policy.

- A. Commanders and supervisors shall request approval by the Department head that a sworn employee be required to submit to a drug test when they have a

reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.

- B. Any commander or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.
- C. A summarized copy of the written report, including the facts constituting reasonable suspicion, shall be furnished to the employee when the employee is ordered to submit to a reasonable suspicion drug test approved by the department head.
- D. Commanders and supervisors encountering an employee who refuses an order to submit to a drug analysis upon direct order shall advise the employee of the requirements of this order and the disciplinary consequences of this policy.
- E. Employees reasonably believed to be under the influence of drugs or controlled substances shall be prevented from engaging in further work, Command and supervisory personnel shall arrange for the safe transportation of such employees from the workplace.

IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor, before beginning work, when taking prescribed drugs which could foresee ably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

- A. Not report for duty when his/her ability to perform job duties is impaired due to on or off duty drug use;
- B. Notify the department of his/her conviction for a violation of any criminal drug statute regulating the manufacture, distribution, dispensation, possession or use of a drug or controlled substance within 24 hours of such conviction;
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

V. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence in any criminal proceeding against the employee, obtained in

discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidentiality medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:
 - 1. Required in a disciplinary action;
 - 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department);
 - 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI. TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, can be certified to perform urine drug testing by, the National Institute of Drug Abuse (NIDA) and must be licensed by the US Department of Health and Human Services (HHS). The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11969) published on April 11, 1988, as amended. The laboratory must have in its possession a letter of certification from HHS/NIDA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the:
 - 1. College of American Pathologists, American Association for Clinical Chemistry, Forensic Urine Drug Testing Accreditation Program;
 - 2. U.S. Department of Health and Human Services Clinical Laboratory License;

3. State of Illinois, Department of Public Health License (Illinois Clinical Laboratory Act);
 4. State of Illinois, Department of Professional Regulation, Controlled Substance License;
 5. U.S. Department of Justice, Drug Enforcement Administration Controlled Substance Registration.
 6. State of Illinois, Department of Public Health License;
- B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures and personnel:
1. Initial drug screening tests utilizing the EMIT or equally reliable method.
 2. Confirmation testing utilizing the Gas Chromatography Mass Spectrometry (GC/MS) method;
 3. Rigorous chain of custody procedures for collection of specimens and for handling specimens during testing and storage;
 4. Stringent standards for making the drug testing site secure, for restricting access to all but authorized personnel and providing an escort for any others who are authorized to be on the premises;
 5. Precise requirements for quality assurance and performance testing specific to urine specimens for the presence of controlled substances or illegal drugs and their metabolites;
 6. Specific educational and experience requirements for laboratory personnel to ensure their competence and credibility as experts on forensic urine drug testing, particularly to qualify them as witnesses in legal proceedings which challenge the finding of the laboratory.

VII. DRUG TESTING UNIT

The administrator of the Drug Testing Unit shall be responsible for the operation of the drug testing program established by this order in accordance with the Mandatory Guidelines in Appendix "A" of this order and shall also be responsible for:

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens and that are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized;

- B. Ensuring that the identities of employees whose test show positive for the presence of an drug or controlled substance are limited to the Department Head or the commander of Internal Investigations;
- C. Ensuring the development of a computer generated program to select employees for random drug testing;
- D. Assuring rigorous chain-of-custody procedures for the collection, handling and proper documentation of test specimens during testing and storage;
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;
- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Ensuring the notification of an employee's unit of assignment upon completion of the employee's specimen collection;
- I. Coordination and liaison with the certified testing laboratory contracted by the Department;
- J. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests;
 - 2. Verified positive test results;
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- K. Assisting in development employee drug education and prevention programs.

VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ

objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.

- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.
- E. The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator of the Drug Testing Unit until such time as the daily selection for testing list is prepared for notification.

IX. EMPLOYEE NOTIFICATION PROCEDURES

When a commander or supervisor receives notification from the Drug Testing Unit, he/she prepare a Drug Testing notification Form (RDT-92-100) in triplicate and read and explain the contents of the form to the affected employee. The Drug Testing Notification Form shall be distributed as follows:

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention;
- B. Second copy shall be retained by the affected employee;
- C. Third copy shall be retained by the commander or supervisor of the affected employee in the unit of assignment or detail for 30 days.
- D. The commander/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site.

X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

A sworn employee who is selected to be tested shall fully cooperate in the completion of all phases of the testing process and shall adhere to the following procedures:

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing unit office site before the conclusion of his/her tour of duty on which the notification was received. As soon as the employee is physically able to submit the specimen, the employee shall notify the commander/supervisor of his/her unit of assignment or detail.

The sworn employee shall then immediately proceed to the Drug Testing Unit office site. Affected personnel shall report in accordance with the following schedule:

1. First shift perennial shall report no earlier than 0500 hours and no later than 0700 hours;
 2. Second shift personnel shall report no earlier than 0900 hours and no later than 1400 hours;
 3. Third shift personnel shall report no earlier than 1700 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s) and the names) of any prescribing physician(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

XI. TESTING RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive;
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 3. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing. The notification shall identify the particular drug(s) or controlled substance(s) or their metabolites and shall specify the concentration level.

4. An employee whose confirmation test as specified in paragraph 3, is deemed positive may, at the employee's own expense, have additional testing conducted on the original test sample (or its unopened companion sample). The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the federal Department of Health and Human Service (HHS) National Institute Drug Abuse (NIDA) and must meet the requirements established by Article VI of this Order.
5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his or her drug test.
6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
7. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee selected laboratory by the Department laboratory.
9. If the HHS/NIDA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedure used by the original laboratory, then further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the employee fails to present the results of the second laboratory's test within the allotted time, the Drug Testing unit will

proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.

- B. Upon receipt of notification of a positive test result, the administrator of the Drug Testing Unit shall;
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., prescription bottles bearing prescription numbers, prescribing physician's statement, etc.)
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legal prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigation Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII. SEARCHES FOR ILLEGAL DRUGS

In the course of investigations related to this policy, investigative personnel may conduct searches of Department-owned property including, but not limited to lockers, desks, briefcases, toolboxes, offices, vehicles, etc. Searches of Department owned property may occur on or off Department premises.

Searches of employer owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department, all employees are deemed to have consented to such searches and no further consent shall be necessary.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow-up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing

programs initiated by this policy and order nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

IX. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

- A. This order and policy supersedes and take precedence or any existing orders or directives. Any conflict between this order and policy shall be resolved in favor of this order.
- B. Appendices referred to or cited in this order are parts of this order shall have the same force and effect as any other part of this order and policy.

XV. SAVINGS CLAUSE

If any provision of this policy/order or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal of State legislation or any other competent authority, such legislation or finding shall not affect the enforceability of any other provisions of this policy/order which shall remain in full force and effect.

BY ORDER OF:

THOMAS DART
SHERIFF OF COOK COUNTY

*****MANDATORY GUIDELINES FOR DRUG TESTING*****

THIS DRAFT PROPOSAL IS BASED ON THE MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS (53 FR 11979, 11989).

INTENDED FOR INCLUSION AS APPENDIX "A" OF THE "DRUG FREE WORKPLACE" POLICY AND GENERAL ORDER FOR THE COOK COUNTY SHERIFF'S CORRECTIONS, COURT SERVICES AND POLICE DEPARTMENTS.

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ARTICLE 100 - GENERAL

101 APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the federal Department of Health and Human Services (HHS) and the National Institute for Drug Abuse (NIDA) are authorized to perform urine drug testing for the Department.

102 DEFINITION

For the purpose of these Guidelines the following definitions are adopted:

Administrator:

The person responsible for the supervision of the Drug Testing Unit and collection site operation.

Aliquot:

A portion of urine specimen used for testing purposes.

Chain of Custody:

Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedure shall require than an approved chain of custody form, be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.

Collection Site:

A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed forth presence of drugs or their metabolites.

Collection Site Person:

A person who instructs and assists individuals at a collection site and who received and make an initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.

Confirmatory Test: A second analytical procedure to identify the presence of specific drugs, controlled substances, or their respective metabolites that is independent of the initial test an which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas

chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method).

Initial Testing: (also known as Screening Test):

An immunoassay screen to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book:

A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe:

Reason to believe that a particular individual may alter or substitute the urine specimen.

103 FUTURE REVISIONS

In order to ensure the full reliability and accuracy of initial and confirmation drug tests, the accurate reporting of test results, and the integrity and efficiency of testing programs, the Department may make changes in these Guidelines to reflect improvements in the availability science and technology. These changes will be discussed with the affected employees Union prior to implementation and will be published as adopted from time to time.

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 - THE DRUGS

- (a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in Chapter 56 1/2, Section 703, Illinois Revised Statutes and controlled substances as defined in Chapter 56 1/2, Section 1102, paragraph (f), Illinois Revised Statutes. It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs as follows:
 - (1) Random drug testing programs shall at a minimum test for marijuana and cocaine;
 - (2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.
- (b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these Guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.

- (c) These Guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

202 - SPECIMEN COLLECTION PROCEDURES

- (a) Designation of Collection Site. The drug testing program shall have one or more designated collection sites which have all necessary personnel, materials, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory.
- (b) Security. Procedure shall be provided for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility use for testing shall be secured during drug testing.
- (c) Chain of Custody. Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.
- (d) Access to Authorized Personnel Only. No authorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored. With the exception of personnel authorized to conduct inspections, all authorized visitors and maintenance and service personnel shall be escorted at all times. Documentation of individuals accessing these areas, dates, and time of entry and purpose of entry must be maintained.
- (e) Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual may alter or substitute the specimen to be provided.
- (f) Integrity and Identity of Specimen. Collection site personnel shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:
 - 1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.

2. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug-testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification.
3. If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
4. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his or her wallet
5. The individual shall be instructed to wash and dry his or her hands prior to urination.
6. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
7. The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
8. The collection site person shall note any unusual behavior or appearance in the permanent record book.
9. In the exceptional event that Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., accident investigation), a public rest room may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public rest room which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the rest room, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of

the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

10. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 60 milliliters of urine. If there is less than 60 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 60 milliliters. (The temperature of the partial specimen in each separate container shall be measured in accordance with paragraph (f) (12) of this section, and the partial specimens shall be combined on one container.) The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 60 milliliters of urine, the collection site person shall canted the appropriate authority to obtain guidance on the action to be taken.
11. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
12. Immediately after the specimen is collected, collection site person shall measure the temperature of the specimen. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
13. If the temperature of a specimen is outside the range et 32.5-37.7 degrees centigrade or 90.5-99.8 degrees Fahrenheit, that is reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a same gender collection site person and both specimens shall be forwarded to the laboratory for testing. An individual may volunteer to have his or her oral temperature taken to provide evidence to counter the reason to believe the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.
14. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings will be noted in the permanent record book.
15. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.
16. Whenever there is reason to believe that particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.

17. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.
18. The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f) (19) - (f) (22) of this section.
19. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the department.
20. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.
21. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
22. The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is in fact the specimen he or she provided.
23. A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.
24. The collection site person shall complete the chain of custody form.
25. The urine specimen and chain of custody form are now ready for shipment or pickup. If the specimen is not immediately prepared for shipment, it shall be appropriately safeguarded during temporary storage.
26. While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of

time, the specimen shall be packaged for shipment before he or she leaves the site.

- (g) **Collection Control.** To the maximum extent possible, collection site personnel shall keep the individual's specimen within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain form each and every time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of person handling specimens.
- (h) **Transportation to Laboratory.** Collection site personnel shall arrange to ship the collected specimens to the drug testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment, for example, specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection site person shall sign and enter the date specimens were sealed in the containers for shipment. The collection site personnel shall ensure that the chain of custody documentation is attached to each container sealed for shipment to the drug testing laboratory.

203 - SHORT AND LONG TERM SPECIMEN STORAGE

- a. **Short-Term Refrigerate Storage.** Specimens shall be placed in secure refrigeration units. Temperatures shall not exceed six (6) degrees centigrade. Emergency power equipment shall be available in case of prolonged power failure.
- b. **Long Term Refrigerated Storage.** Long-term frozen storage (-20 degree centigrade or less) ensures that positive urine specimens will be available for any necessary retest during administrative or disciplinary proceedings. Unless otherwise authorized in writing by higher authority, collection sites and/or drug testing laboratories shall retain and place in properly secured long-term frozen storage for a minimum of one (1) year all specimens confirmed positive. Within this one (1) year period, the Department may request the laboratory to retain the specimen for an additional period of time but if no such request is made, the laboratory may discard the specimen after the end of the one (1) year period, except that the laboratory shall be required to maintain any specimens under legal challenge for an indefinite period of time.

204 - TEST LEVELS

- a. **Initial Test Level.** The initial test level shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening

specimens to determine whether they are negative for these drugs or classes of drugs:

- b. **Confirmatory Test Levels.** All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."
- c. **Test Level Revisions.** The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml)	Confirmatory test level (ng/ml)
Amphetamines	1,000	500
Cocaine	300	150
Benzodiazepines ¹	300	150
Methaqualone	300	150
TEC (Cannabinoids) ²	20	15
Barbiturates	300	150
Methadone	300	150
Phencyclidine (PCP)	25	25
Opiates ³	300	300
Propoxyphene	300	150

1 Benzoylcegonine
 2 Delta-9-tetrahydrocannabinol-9-carboxylic acid
 3 25 NG/ML IF IMMUNOASSAY SPECIFIC
 FOR FREE MORPHINE

205 - REPORTING TEST RESULTS

- a. The laboratory shall report test results to the administrator of the Drug Testing Unit within an average of five (5) working days after the receipt of the specimen by the laboratory. Before any test result is reported (the results of initial tests, confirmatory tests, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the drugs/metabolites tested for, whether positive or negative, and the cutoff for each, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The results (positive and

negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Administrator at the same time.

- b. The testing laboratory shall report as negative all specimens which are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall be reported positive for a specific drug.
- c. The administrator may request from the laboratory and the laboratory shall provide quantitation of test results.
- d. The laboratory may transmit results to the Administrator by various electronic means (e.g., computer, teleprinters, or facsimile) in a manner designed to ensure confidentiality of the information. Results may not be provided verbally by telephone. The laboratory must ensure the security of the data transmission and limit access to any data transmission, storage, and retrieval system.
- e. The laboratory shall send only to the Administrator a certified copy of the original chain of custody form signed by the individual responsible for day-to-day management of the drug testing laboratory or the individual responsible for attesting to the validity of the test reports.
- f. Unless otherwise directed by the Department or the administrator in writing, all records pertaining to a given urine specimen shall be retained by the drug testing laboratory for a minimum of two (2) years.
- g. The drug testing laboratory shall never be furnished with the name of the individual to whom a particular drug specimen is associated with. The only exception to this rule will be in those cases in which the individual is the subject of a hearing for disciplinary action as a result of a confirmed positive drug test which will require the testimony of laboratory personnel. The confidentiality provision of the Department's policy and current written directives will take precedence over this section of the Guidelines.

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