

New Item #9

COLLECTIVE BARGAINING AGREEMENT

Between

CHICAGO TYPOGRAPHICAL UNION, LOCAL NO. 16

And

COUNTY OF COOK/SHERIFF OF COOK COUNTY

(As joint employers)

December 1, 2008 thru November 30, 2012

Effective October 16, 2012

Effective October 16, 2012

TABLE OF CONTENTS

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
		PREAMBLE	1
I		RECOGNITION	1
	1.1	Representative Unit	1
	1.2	Union Membership	1
	1.3	Dues check off	1
	1.4	"Fair Share"	2
	1.5	Religion Exemption	3
	1.6	Indemnification	3
II		EMPLOYER AUTHORITY	3
	2.1	Employer Rights	3
	2.2	Employer Obligation	3
	2.3	Union and Employer Meetings	3
III		HOURS OF WORK AND OVERTIME	3
	3.1	Purpose of Article	3
	3.2	Regular Work Periods	4
	3.3	Overtime Pay	4
	3.4	No Duplication of Overtime Pay	4
	3.5	Overtime Work	4
	3.6	Call Back Pay	4
IV		RATES OF PAY	4
	4.1	Hourly Wage Rates	4
V		SENIORITY	5
	5.1	Probationary Period	5
	5.2	Definition of Seniority	5
	5.3	Promotion, Transfer	5

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	5.4	Reduction in Work Force, Layoff and Recall	5
	5.5	Promotion and Shift Assignment	6
	5.6	Return to Former Job	6
	5.7	Return to Represented Unit	6
	5.8	Termination of Seniority	6
	5.9	Transfer of Stewards	7
	5.10	Discipline	7
	5.11	Job Postings	7
VI		HOLIDAYS	7
	6.1	Regular Holidays	7
	6.2	Eligibility	8
	6.3	Holidays in Vacation	8
	6.4	Failure of Report	8
VII		VACATIONS	8
	7.1	Eligibility	8
	7.2	Vacation Accrual	9
	7.3	Vacation Pay	9
	7.4	Vacation Preference and Scheduling	9
	7.5	Accrued Benefits at Separation	9
VIII		WELFARE BENEFITS	9
	8.1	Hospitalization Insurance	9
	8.2	Sick Pay	10
	8.3	Disability Benefits	11
	8.4	Life Insurance	11
	8.5	Pension Plan	11
	8.6	Dental Plan	11
	8.7	Vision Plan	12
	8.8	Flexible Benefits Plan	12
	8.9	Insurance Opt-Out	12

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
IX		LEAVES	12
	9.1	Bereavement Leave	12
	9.2	Sick Leave	12
	9.3	Union Leave	13
	9.4	Military Leave	13
	9.5	Regular Leave	13
	9.6	Maternity/Paternity Leave	13
	9.7	Seniority on Leave	13
	9.8	Retention of Benefits	13
X		ADDITIONAL BENEFITS	15
	10.1	Jury Make-up Pay	15
	10.2	Election Day	15
	10.3	Personal Days	15
XI		GRIEVANCE PROCEDURE	15
	11.1	Policy	15
	11.2	Definition	15
	11.3	Representation	15
	11.4	Grievance Procedure Steps	15
	11.5	Time Limits	16
	11.6	Step 4	16
	11.7	Stewards	16
	11.8	Union Representatives	16
	11.9	Impartial Arbitration	16
XII		CONTINUITY OF OPERATION	17
	12.1	No Strike	17
	12.2	Union Responsibility	17
	12.3	Discharge of Violators	18
	12.4	No Lock-Out	18
	12.5	Reservation of Rights	18

**TABLE OF CONTENTS
(Continued)**

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
XIII		MISCELLANEOUS	18
	13.1	No Discrimination	18
	13.2	Safety	18
	13.3	Doctor's Statement	19
	13.4	Voluntary Workers	19
	13.5	Bulletin Boards	19
	13.6	Partial Invalidity	19
	13.7	Sub-Contracting	19
	13.8	Apprenticeship Program	19
	13.9	Tuition Reimbursement	20
XIV		DURATION	20
	19.1	Term	20
	19.2	Notice	20
Appendix A		Job Classification	
Appendix B		Pay Plan	
Appendix C		Health Plan	
Appendix D		Civilian Drug Free Work Place Policy	

COLLECTIVE BARGAINING AGREEMENT

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") and the Chicago Typographical Union, Local No. 16 (hereinafter referred to as "Union").

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 job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

The term "Department" when used in this Agreement shall be understood as referring to the following:

239 - Department of Corrections

Section 1.2 Union Membership:

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

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

Section 1.3 Dues check off:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents (5C) for making each such deduction.

If the employee has no earnings due for that paycheck, the Union shall be responsible for collecting said amounts.

Section 1.4 "Fair Share:"

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

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

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different from 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 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

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

**ARTICLE II
Employer Authority**

Section 2.1 Employer Rights:

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

Section 2.2 Employer Obligation:

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

Section 2.3 Union and Employer Meetings:

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

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

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

Section 3.2 Regular Work Periods:

Forty (40) hours shall constitute the work week for all employees. The normal work week shall be five (5) consecutive days of employment, Monday through Friday, the normal workday shall be (8) consecutive hours. Non-shift employees shall be permitted a one-half hour unpaid lunch period. Scheduled working times currently in effect will continue. Any changes will be negotiated with the Union. Rates of pay for bi-weekly pay periods are based on a work week of 40 hours.

Section 3.3 Overtime Pay:

Employees who are required to work overtime will be compensated in accordance with the Fair Labor Standards Act.

Section 3.4 No Duplication of Overtime Pay:

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

Section 3.5 Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Sheriff/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/Designee may assign the overtime work to any employees 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.

The County shall refuse overtime that would result in more than 40-hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity as determined by the County

Section 3.6 Call Back Pay:

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

**ARTICLE IV
Rates of Pay**

Section 4.1 Hourly Wage Rates:

A. Schedule I Employees

Effective with the first full pay period, on or after January 1, 2011	2.25%
Effective with the first full pay period, on or after June 1, 2012	3.75%

ARTICLE V

Seniority

Section 5.1 Probationary Period:

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

Section 5.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Sheriff of Cook County. It is understood that in the event a reduction in force (layoff) becomes necessary, seniority rights shall not extend beyond the County department or institution within which the reduction in force (layoff) is taking place.

Section 5.3 Promotions, Transfer:

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

Section 5.4 Reduction in Work Force, Layoff and Recall:

1. Probationary employees shall be laid off first.
2. Thereafter, the least senior employee in the affected job classification shall be laid off first.
3. "Seniority" shall mean, for purposes of this Section, the employee's continuous service in any bargaining unit title (s) County-wide.
4. A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off then possesses the ability to perform the job to the Employer's satisfaction without further training.
5. Employees shall be recalled in reverse order of seniority.

6. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date.

Section 5.5 Promotions and Shift Assignment:

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

Section 5.6 Return to Former Job:

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

Section 5.7 Return to Represented Unit:

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

Section 5.8 Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the Employer for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12)

months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;

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

Section 5.9 Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 7, of this Agreement shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 5.10 Discipline:

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

Section 5.11 Job Posting:

When job openings or vacancies occur within the bargaining unit, or when new positions are created, upon the decision to fill said vacancies, the Employer shall post a notice on all bulletin boards where notices to employees are normally posted. The posting shall include the following information: job classification and grade, salary, minimum qualifications for the position and job summary. These postings will be for a period of fourteen (14) calendar days.

**ARTICLE VI
Holidays**

Section 6.1 Regular Holidays:

The following are regular holidays for employees compensated at an hourly rate:

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

The following are regular holidays for employees compensated at a monthly rate:

New Years Day	Independence Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Columbus Day

President's Day
Casimir Pulaski Day
Memorial Day

Veteran=s Day
Thanksgiving Day
Christmas Day

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

In addition to the foregoing paid holidays, employees 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. 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 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 eight (8) hours pay.

Section 6.2 Eligibility:

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

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation acceptable to the Employer.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation leave during such period, unless the employee has a reasonable explanation acceptable to the Employer.

Section 6.3 Holidays in Vacation:

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

Section 6.4 Failure to Report:

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

**ARTICLE VII
Vacations**

Section 7.1 Eligibility:

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

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

Section 7.2 Vacation Accrual:

Vacation accruals will be carried out in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue vacation time in that period.

Section 7.3 Vacation Pay:

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

Section 7.4 Vacation Preference and Scheduling:

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

Section 7.5 Accrued Benefits at Separation:

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

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance:

The Union accepts the current health coverage program through fiscal year 2008.

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C through fiscal year 2008.
- B. Until June 1, 2008, employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, an amount equal to one and one-half percent (1-1/2%) of their base salary as a contribution towards premiums. Until June 1, 2008 employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, an amount equal to one-half percent (2%) of their base salary as a contribution towards premiums with a maximum contribution of \$8.00 per pay period. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Union. All employee contributions for Health Insurance shall be made on a pretax basis.

- C. Until December 2007, the HMO prescription drug co-pay will be \$5.00 generic, \$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescription up to a 90-day supply. Effective December 1, 2007, the HMO prescription drug co-pay will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90 day supply shall be double these amounts.
- D. Any changes to the County's current life, vision, dental and hospitalization insurance plans, including, but not limited to, the contributions of employees toward any said plans negotiated between the County and AFSCME - Council 31 for Fiscal Years 2001, 2002, 2003, 2004 shall be applied to employees covered by this Agreement.

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

Section 8.2 Sick Pay:

Hourly Employees:

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

Monthly Employees:

- A. Employees compensated at a monthly rate, other than seasonal employees, will accrue sick leave in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five days in a pay period to accrue sick time in that period.

Sick leave is granted by Cook County because an employee is unable to perform his assigned duties, or because his presence at his place of work would jeopardize the health of his co-workers. Accordingly, sick leave shall not be used as additional vacation leave.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days 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. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive sick days, employees shall submit to their department head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- D. If, in the opinion of the Sheriff/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.

Section 8.3 Disability Benefits:

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

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

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

Section 8.6 Dental Plan:

The Union accepts the current dental plan paid by the County. No dental coverage shall be offered through the County's HMO plans. Effective the fall of 2000, the County shall offer a PPO Dental Program in accordance with Appendix C.

Section 8.7 Vision Plan:

The Union accepts the current vision plan paid by the County. No vision coverage shall be offered through the County's HMO plans.

Section 8.8 Flexible Benefits Plan:

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

Section 8.9 Insurance Opt-Out:

The Employer agrees to pay \$800/year to eligible employees who opt-out of the Employer's health benefit program. The \$800.00 will be paid in one lump sum at the beginning of each fiscal year. 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 that lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt-out program. Effective, December 1, 2012, the insurance opt-out payment will be eliminated for County employees who are married to other County employees or registered domestic partners and receive the opt-out payment while maintaining coverage on their County spouse's or registered domestic partner's insurance. Opt-out payments will be paid in twenty-six equal installments as part of the employee's bi-weekly salary.

**ARTICLE IX
Leaves**

Section 9.1 Bereavement Leave:

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

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

Section 9.2 Sick Leave:

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

Section 9.3 Union Leave:

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

Section 9.4 Military Leave:

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

Section 9.5 Regular Leave:

An employee not affected by the leave of absence rules of the Sheriff's Merit Board may be granted a leave of absence without pay by the Sheriff. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Sheriff. If approved by the Sheriff, the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

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

Section 9.6 Maternity/Paternity Leave:

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

Section 9.7 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan).

Section 9.8 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect

during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Sheriff may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

ARTICLE X Additional Benefits

Section 10.1 Jury Make-Up Pay:

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

Section 10.2 Election Day:

An employee who is a registered voter will receive two (2) hours' time off (without pay) during his regular 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 10.3 Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (2) day at a time.

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 one 1.24 hours per pay period (**bi-weekly**) (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave. Personal days may be used consecutively if approved by the supervisor. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

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

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

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

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

ARTICLE XI Grievance Procedure

Section 11.1 Policy:

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

Section 11.2 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 action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Director of Human Resources or his 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 Cook County Department of Human Resources, depending on the subject matter of the grievance.

Section 11.3 Representation:

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

Section 11.4 Grievance Procedure Steps:

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

Step	Submission Time Limit This Step (Calendar days)	to Whom Submitted	Time Limits	
			Meeting	Response
1	30 days	Immediate Supervisor	5 days	5 days
2	5 days	Department Head	5 days	10 days
3	10 days	Sheriff/Designee	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5 Time Limits:

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

Section 11.6 Step 4:

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

Section 11.7 Stewards:

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

Section 11.8 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County Facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Sheriff/Designee in a manner suitable to the Employer, and on each occasion will first secure the approval of the Sheriff/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 department rules applicable to non-employees.

Section 11.9 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County/Sheriff 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 County/Sheriff will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County/Sheriff and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

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

The Union and the County/Sheriff shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. 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. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If an arbitration date is postponed, the party 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.

ARTICLE XII

Continuity of Operation

Section 12.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the 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 12.2 Union Responsibility:

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

- (a) Publicly disavow such action by the employees or other persons involved;
- (b) Advise the Employer in writing that such action has not been caused or sanctioned by the Union;

- (c) Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- (d) Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3 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 in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4 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 12.5 Reservation 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 XIII
Miscellaneous**

Section 13.1 No Discrimination:

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

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

Section 13.2 Safety:

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

Section 13.3 Doctor's Statement:

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

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the 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 an Employer physician may be required to make sure that the employee is physically fit for return to work.

Section 13.4 Voluntary Workers:

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

Section 13.5 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Sheriff/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 13.6 Partial Invalidity:

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

Section 13.7 Sub-Contracting:

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

Section 13.8 Apprenticeship Program:

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

Section 13.9 Tuition Reimbursement:

The County encourages employees to continue their education and acquire new skills. Employees making application for specific courses shall follow the Cook County tuition reimbursement policy provided sufficient funds are available.

**ARTICLE XIV
Duration**

Section 14.1 Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect thru 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 or terminate this Agreement.

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

Section 14.2 Notice:

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

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

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

President
Chicago Typographical Union - Local 16
1580 S. Milwaukee Avenue Suite 208
Libertyville, Illinois 60048

Signed and entered into this 16 day of October, 2012

COUNTY OF COOK:

BY:


TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:


DAVID D. ORR
Cook County Clerk


THOMAS DART
Sheriff of Cook County

UNION: Chicago Typographical Union, No. 16

BY


Steven D. Berman
President

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 16 2012
320220

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APPENDIX A

**Chicago Typographical Union No. 16
County/Sheriff**

<u>Job Code</u>	<u>Title Represented</u>	<u>/Grade</u>
0989	Multilith Operator IV	Grade 15
0190	Graphics Technician IV	Grade 18
1033	Graphics Technician V	Grade 20

Effective January 1, 2011

SCHEDULE I
BUREAU OF HUMAN RESOURCES
 Chicago Typographical Union Local 16

<u>GD</u>	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC													
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC														
9	Hourly	13,271	14,423	15,037	15,676	16,343	17,037	17,505	17,855	18,748	19,126	19,544	20,117	20,519	21,544	21,855	17,855	18,748	19,126	19,544	20,117	20,519	21,544	21,855		
	Bi-Weekly Annual	1,061.68 27,603	1,153.84 29,999	1,202.96 31,276	1,254.08 32,606	1,307.44 33,993	1,362.96 35,436	1,400.40 36,410	1,428.40 37,138	1,499.84 38,995	1,530.08 39,782	1,609.36 41,843	1,641.52 42,679	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,882.72 48,950	1,976.88 51,398	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 57,400	2,335.52 58,800	2,418.52 60,600	2,506.52 62,800	
10	Hourly	14,216	15,450	16,106	16,790	17,504	18,249	18,751	19,126	20,082	20,519	21,544	21,855	22,455	23,074	23,534	24,711	25,267	26,531	27,088	28,411	28,882	30,311	30,794	32,331	32,826
	Bi-Weekly Annual	1,137.28 29,569	1,236.00 32,136	1,288.48 33,500	1,343.20 34,923	1,400.32 36,408	1,459.92 37,957	1,500.08 39,002	1,530.08 39,782	1,609.36 41,843	1,641.52 42,679	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,882.72 48,950	1,976.88 51,398	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 58,000	2,335.52 60,000	2,418.52 62,000	2,506.52 64,000	2,596.52 66,000	2,688.52 68,000	2,782.52 70,000
11	Hourly	15,251	16,575	17,279	18,013	18,779	19,578	20,117	20,519	21,544	21,855	22,455	23,074	23,534	24,711	25,267	26,531	27,088	28,411	28,882	30,311	30,794	32,331	32,826	34,371	34,866
	Bi-Weekly Annual	1,220.08 31,722	1,326.00 34,476	1,382.32 35,940	1,441.04 37,467	1,502.32 39,060	1,566.24 40,722	1,609.36 41,843	1,641.52 42,679	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,882.72 48,950	1,976.88 51,398	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 58,000	2,335.52 60,000	2,418.52 62,000	2,506.52 64,000	2,596.52 66,000	2,688.52 68,000	2,782.52 70,000	2,874.52 72,000	2,968.52 74,000
12	Hourly	16,333	17,752	18,506	19,293	20,113	20,967	21,544	21,855	22,455	23,074	23,534	24,711	25,267	26,531	27,088	28,411	28,882	30,311	30,794	32,331	32,826	34,371	34,866	36,411	36,906
	Bi-Weekly Annual	1,306.64 33,972	1,420.16 36,924	1,480.48 38,492	1,543.44 40,129	1,609.04 41,835	1,677.36 43,611	1,723.52 44,811	1,758.00 45,708	1,845.92 47,993	1,882.72 48,950	1,976.88 51,398	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 58,000	2,335.52 60,000	2,418.52 62,000	2,506.52 64,000	2,596.52 66,000	2,688.52 68,000	2,782.52 70,000	2,874.52 72,000	2,968.52 74,000	3,062.52 76,000	3,156.52 78,000
13	Hourly	17,493	19,011	19,819	20,662	21,540	22,455	23,073	23,534	24,711	25,267	26,531	27,088	28,411	28,882	30,311	30,794	32,331	32,826	34,371	34,866	36,411	36,906	38,451	38,946	
	Bi-Weekly Annual	1,399.44 36,385	1,520.88 39,542	1,585.52 41,223	1,652.96 42,976	1,723.20 44,803	1,796.40 46,706	1,845.84 47,991	1,882.72 48,950	1,976.88 51,398	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 58,000	2,335.52 60,000	2,418.52 62,000	2,506.52 64,000	2,596.52 66,000	2,688.52 68,000	2,782.52 70,000	2,874.52 72,000	2,968.52 74,000	3,062.52 76,000	3,156.52 78,000	3,250.52 80,000	3,344.52 82,000
14	Hourly	18,781	20,412	21,279	22,183	23,126	24,109	24,771	25,267	26,531	27,088	28,411	28,882	30,311	30,794	32,331	32,826	34,371	34,866	36,411	36,906	38,451	38,946	40,491	40,986	
	Bi-Weekly Annual	1,502.48 39,064	1,632.96 42,456	1,702.32 44,260	1,774.64 46,140	1,850.08 48,102	1,928.72 50,146	1,981.68 51,523	2,021.36 52,555	2,122.48 55,184	2,172.36 56,000	2,253.52 58,000	2,335.52 60,000	2,418.52 62,000	2,506.52 64,000	2,596.52 66,000	2,688.52 68,000	2,782.52 70,000	2,874.52 72,000	2,968.52 74,000	3,062.52 76,000	3,156.52 78,000	3,250.52 80,000	3,344.52 82,000	3,438.52 84,000	

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC			
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC
15	Hourly Bi-Weekly Annual	20,219 1,617.52 42,055	21,078 1,757.92 45,705	22,907 1,832.56 47,646	23,880 1,910.40 49,670	24,896 1,991.68 51,783	26,668 2,133.44 55,469	27,202 2,176.16 56,580	28,561 2,284.88 59,406							
16	Hourly Bi-Weekly Annual	21,705 1,736.40 45,146	23,588 1,887.04 49,063	24,590 1,967.20 51,147	25,635 2,050.80 53,320	26,725 2,138.00 55,588	28,627 2,290.16 59,544	29,200 2,336.00 60,736	30,660 2,452.80 63,772							
17	Hourly Bi-Weekly Annual	23,293 1,863.44 48,449	25,314 2,025.12 52,653	26,390 2,111.20 54,891	27,511 2,200.88 57,222	28,681 2,294.48 59,656	30,722 2,457.76 63,901	31,337 2,506.96 65,180	32,903 2,632.24 68,438							
18	Hourly Bi-Weekly Annual	24,950 1,996.00 51,896	27,116 2,169.28 56,401	28,268 2,261.44 58,797	29,469 2,357.52 61,295	30,722 2,457.76 63,901	32,908 2,632.64 68,448	33,567 2,685.36 69,819	35,245 2,819.60 73,309							
19	Hourly Bi-Weekly Annual	27,367 2,189.36 56,923	29,744 2,379.52 61,867	31,007 2,480.56 64,494	32,325 2,586.00 67,236	33,700 2,696.00 70,096	36,098 2,887.84 75,083	36,820 2,945.60 76,585	38,662 3,092.96 80,416							
20	Hourly Bi-Weekly Annual	30,052 2,404.16 62,508	32,661 2,612.88 67,934	34,049 2,723.92 70,821	35,496 2,839.68 73,831	37,004 2,960.32 76,968	39,638 3,171.04 82,447	40,431 3,234.48 84,096	42,452 3,396.16 88,300							
21	Hourly Bi-Weekly Annual	33,026 2,642.08 68,694	35,893 2,871.44 74,657	37,418 2,993.44 77,829	39,008 3,120.64 81,136	40,666 3,253.28 84,585	43,560 3,484.80 90,604	44,431 3,554.48 92,416	46,653 3,732.24 97,038							
22	Hourly Bi-Weekly Annual	36,243 2,899.44 75,385	39,388 3,151.04 81,927	41,062 3,284.96 85,408	42,807 3,424.56 89,038	44,626 3,570.08 92,822	46,523 3,721.84 96,767	47,802 3,824.16 99,428	48,758 3,900.64 101,416							

<u>GD</u>	ENTRY RATE	AFTER 2 YEARS AT					AFTER 1 YR AT 1ST			AFTER 1 YR AT 2ND			AFTER 1 YR AT 3RD		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	LONGEVITY RATE & 10	LONGEVITY RATE & 15	LONGEVITY RATE & 20	LONGEVITY RATE & 10	LONGEVITY RATE & 15	LONGEVITY RATE & 20	LONGEVITY RATE & 10	LONGEVITY RATE & 15	LONGEVITY RATE & 20
23	38,013	39,629	41,313	43,069	44,899	46,807	50,138	51,141	53,699	4,011.04	4,091.28	4,295.92	4,011.04	4,091.28	4,295.92
	3,041.04	3,170.32	3,305.04	3,445.52	3,591.92	3,744.56	4,011.04	4,091.28	4,295.92	104,287	106,373	111,693	104,287	106,373	111,693
	79,067	82,428	85,931	89,583	93,389	97,358	104,287	106,373	111,693						

GD	ENTRY RATE	AFTER 2 YEARS AT 5TH STEP					AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC			AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC			AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
15	Hourly Bi-Weekly Annual	20,977 1,678.16 43,632	21,868 1,749.44 45,485	22,798 1,823.84 47,419	23,766 1,901.28 49,433	24,776 1,982.08 51,534	25,830 2,066.40 53,726	26,927 2,154.16 56,008	27,668 2,213.44 57,549	28,222 2,257.76 58,701	28,632 2,370.56 61,634	29,632 2,470.56 64,634	30,632 2,573.56 67,634	31,632 2,676.56 70,634	32,632 2,779.56 73,634
16	Hourly Bi-Weekly Annual	22,519 1,801.52 46,839	23,476 1,878.08 48,830	24,473 1,957.84 50,903	25,512 2,040.96 53,064	26,596 2,127.68 55,319	27,727 2,218.16 57,672	28,906 2,312.48 60,124	29,701 2,376.08 61,778	30,295 2,423.60 63,013	31,810 2,544.80 66,164	33,325 2,627.60 69,164	34,840 2,709.60 72,164	36,355 2,784.60 75,164	37,880 2,859.60 78,164
17	Hourly Bi-Weekly Annual	24,166 1,933.28 50,265	25,193 2,015.44 52,401	26,263 2,101.04 54,627	27,380 2,190.40 56,950	28,543 2,283.44 59,369	29,757 2,380.56 61,894	31,021 2,481.68 64,523	31,874 2,549.92 66,297	32,512 2,600.96 67,624	34,137 2,730.96 71,004	35,672 2,805.96 73,504	37,237 2,880.96 76,004	38,742 2,945.96 78,004	40,247 3,000.96 80,004
18	Hourly Bi-Weekly Annual	25,886 2,070.88 53,842	26,985 2,158.80 56,128	28,133 2,250.64 58,516	29,328 2,346.24 61,002	30,574 2,445.92 63,593	31,874 2,549.92 66,297	33,229 2,658.32 69,116	34,142 2,731.36 71,015	34,826 2,786.08 72,438	36,567 2,925.36 76,059	38,092 3,029.36 79,059	39,357 3,113.36 81,059	40,622 3,197.36 83,059	41,847 3,261.36 85,059
19	Hourly Bi-Weekly Annual	28,393 2,271.44 59,057	29,601 2,368.08 61,570	30,859 2,468.72 64,186	32,170 2,573.60 66,913	33,537 2,682.96 69,756	34,964 2,797.12 72,725	36,449 2,915.92 75,813	37,452 2,996.16 77,900	38,201 3,056.08 79,458	40,112 3,208.96 83,432	41,847 3,261.36 85,432	43,582 3,365.36 87,432	45,317 3,419.36 89,432	47,092 3,526.36 91,432
20	Hourly Bi-Weekly Annual	31,179 2,494.32 64,852	32,504 2,600.32 67,608	33,886 2,710.88 70,482	35,326 2,826.08 73,478	36,827 2,946.16 76,600	38,392 3,071.36 79,855	40,024 3,201.92 83,249	41,124 3,289.92 85,537	41,947 3,355.76 87,249	44,044 3,523.52 91,611	45,889 3,607.52 93,611	47,744 3,715.52 95,611	49,689 3,807.52 97,611	51,584 3,907.52 99,611
21	Hourly Bi-Weekly Annual	34,264 2,741.12 71,269	35,721 2,857.68 74,299	37,239 2,979.12 77,457	38,821 3,105.68 80,747	40,471 3,237.68 84,179	42,191 3,375.28 87,757	43,994 3,518.72 91,486	45,194 3,615.52 94,003	46,097 3,687.76 95,881	48,402 3,872.16 100,676	50,207 4,007.16 102,676	52,302 4,157.16 104,676	54,397 4,247.16 106,676	56,492 4,337.16 108,676
22	Hourly Bi-Weekly Annual	37,602 3,008.16 78,212	39,199 3,135.92 81,533	40,865 3,269.20 84,999	42,602 3,408.16 88,612	44,412 3,552.96 92,376	46,299 3,703.92 96,301	48,268 3,861.44 100,397	49,595 3,967.60 103,157	50,586 4,046.88 105,218	53,116 4,249.28 110,481	55,221 4,397.28 112,481	57,316 4,507.28 114,481	59,411 4,607.28 116,481	61,506 4,717.28 118,481

<u>GD</u>	ENTRY RATE	AFTER 1					AFTER 2 YEARS AT 5TH STEP	AFTER 1				
		1st STEP	2nd STEP	3rd STEP	4th STEP	5th STEP		YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
23	39,438	41,115	42,862	44,684	46,583	48,562	50,627	52,018	53,059	55,713		
	3,155.04	3,289.20	3,428.96	3,574.72	3,726.64	3,884.96	4,050.16	4,161.44	4,244.72	4,457.04		
	82,031	85,519	89,152	92,942	96,892	101,008	105,304	108,197	110,362	115,883		

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)
BENEFIT OVERVIEW

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

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW

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

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

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

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

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

**Employee Contributions
Effective June 1, 2008**

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

VISION BASIC BENEFITS – APPENDIX C

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

Eye Examination: \$0

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

Eyeglass Lenses: \$0

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

Frames **: \$0

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

Contact Lenses **: \$0

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

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

LENS OPTIONS CO-PAYMENTS

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

DENTAL HMO BENEFITS -- APPENDIX C

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

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

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS – APPENDIX C

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

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

APPENDIX "D" - DRUG-FREE WORKPLACE POLICY

TABLE OF CONTENTS

1	PURPOSE	2
II	POLICY STATEMENT	3
III	MANAGEMENT RESPONSIBILITIES	6
IV	EMPLOYEE RESPONSIBILITIES	7
V	CONFIDENTIALITY	7
VI	TESTING LABORATORY CERTIFICATION	8
VII	DRUG TESTING UNIT	9
VIII	RANDOM DRUG TESTING SELECTION PROCEDURES	10
IX	EMPLOYEE NOTIFICATION PROCEDURES	10
X	DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING	11
XI	TEST RESULT PROCEDURES	12
XII	SEARCHES FOR ILLEGAL DRUGS	14
XIII	EMPLOYEE ASSISTANCE PROGRAM	14
XIV	CONFLICT RESOLUTION AND INCLUSION OF APPENDICES	14
XV	SAVINGS CLAUSE	14

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 are 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 as 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 lawbreakers. 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 sworn 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 and 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 use;
- 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 efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program;
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) 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 an otherwise pervasive societal problem from invading the ranks of its sworn employees.

APPENDIX D

- 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 term "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
1. Cannabis as defined in 720 ILCS 550/3 (a), or as amended
 2. Controlled substances as defined in Chapter 720 ILCS 570/102 (f), or as amended
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or 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 720 ILCS 570/102 (u).~~
- 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 of a disciplinary action in accordance with Article 11, 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;

APPENDIX D

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 a sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable 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 a 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 and 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;
2. Qualifies for an extra-departmental training program of more than two weeks duration;

APPENDIX D

3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical but other time earned is then used in the alternative the employee will be subject to testing.
 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 any 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 an 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 screenings 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.

APPENDIX D

- 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 foreseeably 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 confidential 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.

APPENDIX D

- 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, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. 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, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U.S. Department of Health and Human Services Clinical Laboratory.

- 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.

APPENDIX D

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 specimens 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 tests show positive for the presence of a 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. Coordination and liaison with the certified testing laboratory contracted by the Department;
- I. 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.
- J. Assisting in developing employee drug education and prevention programs.

APPENDIX D

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 or designee of the Drug Testing Unit until such a 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 shall 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.

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 in a timely fashion before the conclusion of his/her tour of duty on which the notification was received.

Affected personnel shall report in accordance with the following schedule:

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
 2. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;
 3. Third shift personnel shall report no earlier than 1400 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).
- 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. TEST 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 in writing. The notification shall identify the particular drug(s) or controlled substances or their metabolites and shall specify the concentration level.

APPENDIX D

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. 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 U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
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/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 cut off 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 policy, 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's selected laboratory by the Department laboratory.
9. If the HHS/SAMHSA 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 procedures used by the original laboratory, then no 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, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.

APPENDIX D

- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, 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 legally 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 Investigations 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.

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act, searches of employee 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.

APPENDIX D

XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

- A. This order and policy supersedes and takes precedence over 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 and 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 or 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.

APPENDIX D" – DRUG-FREE WORKPLACE POLICY
MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING PROGRAMS
(53 FR 11979, 11989)

TABLE OF CONTENTS

ARTICLE 100 – GENERAL

101 APPLICABILITY	2
102 DEFINITIONS	2
103 FUTURE REVISIONS	3

ARTICLE 200 – SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 THE DRUGS	3
202 SPECIMEN COLLECTION PROCEDURE	3
203 SHORT AND LONG TERM SPECIMEN STORAGE	7
204 TEST LEVELS	8
205 REPORTING TEST RESULTS	9

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 U.S. Department of Health and Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

102 - DEFINITIONS

For the purposes of these guidelines the following definitions are adopted:

- Administrator:** The person responsible for the supervision of the Drug Testing Unit and collection site operations.
- Aliquot:** A portion of a 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 procedures shall require that 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 a 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 for the presence of drugs or their metabolites.
- Collection Site Person:** A person who instructs and assists individuals at a collection site and who receives and makes 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 and 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 Test:** (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 efficacy of testing programs, the Department may make changes in these guidelines to reflect improvements in the available science and technology. These changes will be discussed with the affected employee's 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 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (f). 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:** Procedures 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 used for testing shall be secured during drug testing.

APPENDIX D

- (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 unauthorized 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/her wallet.

- (5) The individual shall be instructed to wash and dry his/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 a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom 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 restroom 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 restroom, 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, the specimen will be discarded and a notation regarding the insufficient amount of specimen collected will be documented on the affidavit form. The donor will be required to provide another specimen in the amount of 60 milliliters in a different specimen collection 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 contact 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/her hands.
- (12) Immediately after the specimen is collected, the 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 of 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/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 a 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/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/her is in fact the specimen he/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/her work station momentarily, the specimen and custody form shall be taken with him/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/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 of custody 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 persons 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 Refrigerated 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 degrees 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 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 ¹	300	150
Benzodiazepines	300	200
Methaqualone	300	200
THC (Cannabinoids) ²	20	15
Barbiturates	300	200
Methadone	300	200
Phencyclidine (PCP)	25	25
Opiates	32000	32000
Propoxyphene	300	200

¹ Benzoylcegonine

² Delta-9-tetrahydrocannabinol-9-carboxylic acid

³ 25ng/ml if immunoassay specific for free morphine

205 - REPORTING TEST RESULTS

- (a) The laboratory shall report test results to the Administrator or designee 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 cut off 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 or designee 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 or designee may request from the laboratory and the laboratory shall provide quantitation of test results.

- (d) The laboratory may transmit results to the Administrator or designee 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 systems.
- (e) The laboratory shall send only to the Administrator or designee a final drug test report with the name of the individual responsible for attesting to the validity of the test result.
- (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.