

COLLECTIVE BARGAINING AGREEMENT

Between

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
(Representing OPR Investigators, OPR Senior Investigators and
OPR Administrative Assistants)**

And

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

December 1, 2008 through November 30, 2012

Effective May 8, 2013

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I RECOGNITION	1
SECTION 1.1. REPRESENTATIVE UNIT:	1
SECTION 1.2. LABOR COUNCIL MEMBERSHIP:	1
SECTION 1.3. DUES CHECKOFF:	1
SECTION 1.4. "FAIR SHARE":	1
SECTION 1.5. RELIGION EXEMPTION:	2
SECTION 1.6. INDEMNIFICATION:	3
ARTICLE II NON-DISCRIMINATION	3
SECTION 2.1. NON-DISCRIMINATION:	3
ARTICLE III EMPLOYER AUTHORITY	3
SECTION 3.1. EMPLOYER RIGHTS:	3
SECTION 3.2. EMPLOYER OBLIGATIONS:	4
ARTICLE IV UNION RIGHTS	4
SECTION 4.1. GRIEVANCE PROCESSING AND CONTRACT ADMINISTRATION:	4
SECTION 4.2. BARGAINING UNIT MEMBERS STRUCTURE:	5
ARTICLE V GRIEVANCE PROCEDURE	5
SECTION 5.1. POLICY:	5
SECTION 5.2. DEFINITION:	5
SECTION 5.3. GRIEVANCE PROCEDURE STEPS:	6
SECTION 5.4. TIME LIMITS:	7
SECTION 5.5. DISCOVERY:	7
SECTION 5.6. IMPARTIAL ARBITRATION PROCEDURE:	7
ARTICLE VI EMPLOYEE RIGHTS	8
SECTION 6.1. DISCIPLINE INVESTIGATION:	8
SECTION 6.2. CORRECTIVE AND PROGRESSIVE DISCIPLINE:	8
ARTICLE VII LABOR-MANAGEMENT MEETINGS	8
SECTION 7.1. LABOR-MANAGEMENT MEETINGS:	8
ARTICLE VIII SENIORITY	9
SECTION 8.1. DEFINITION OF SENIORITY:	9
SECTION 8.2. SENIORITY LIST:	9
SECTION 8.3. PROBATIONARY PERIOD:	9
SECTION 8.4. APPLICATION OF SENIORITY:	9
SECTION 8.5. REDUCTION IN WORK FORCE. LAYOFF AND RECALL:	10
SECTION 8.6. TERMINATION OR SUSPENSION OF SENIORITY:	10
SECTION 8.7. AMERICANS WITH DISABILITIES ACT:	11
SECTION 8.8. FAMILY AND MEDICAL LEAVE:	11
SECTION 8.9. CONTRACT COPIES SUPPLIED:	11
ARTICLE IX LEAVES OF ABSENCE	12
SECTION 9.1. REGULAR LEAVE:	12
SECTION 9.2. SENIORITY ON LEAVE:	12
SECTION 9.3. RETENTION OF BENEFITS:	12
SECTION 9.4. MILITARY LEAVE:	12

SECTION 9.5. APPROVAL OF LEAVE:.....	12
SECTION 9.6. VETERAN'S CONVENTIONS:.....	13
ARTICLE X CONTINUITY OF OPERATIONS	13
SECTION 10.1. NO STRIKE:	13
SECTION 10.2. LABOR COUNCIL RESPONSIBILITY:	13
SECTION 10.3. DISCHARGE OF VIOLATORS:.....	14
SECTION 10.4. NO LOCK-OUT:	14
SECTION 10.5. RESERVATION OF RIGHTS:	14
ARTICLE XI TRAINING AND EDUCATION	14
SECTION 11.1. AVAILABLE TRAINING:	14
ARTICLE XII MISCELLANEOUS.....	14
SECTION 12.1. HEALTH AND SAFETY:	14
SECTION 12.2. BULLETIN BOARDS:	14
SECTION 12.3. PARTIAL INVALIDITY:.....	15
SECTION 12.4. SUB-CONTRACTING:	15
SECTION 12.5. CREDIT UNION:.....	15
SECTION 12.6. PERSONNEL FILES:.....	15
SECTION 12.7. DRUG TESTING:	15
SECTION 12.8. SECONDARY EMPLOYMENT PERMITTED:	16
SECTION 12.9. DUTY RELATED INJURY:.....	16
ARTICLE XIII HOURS OF WORK AND OVERTIME.....	16
SECTION 13.1. PURPOSE OF ARTICLE:	16
SECTION 13.2. REGULAR WORK PERIODS:	16
SECTION 13.3. COMPENSATORY TIME AND/OR OVERTIME COMPENSATION:.....	17
SECTION 13.4. OVERTIME WORK:	17
SECTION 13.5. COURT TIME:	17
SECTION 13.6. CALL BACK PAY:.....	17
SECTION 13.7. COMMAND DUTY:.....	17
ARTICLE XIV RATES OF PAY	18
SECTION 14.1. JOB CLASSIFICATION:	18
SECTION 14.2. WAGE RATES:.....	18
ARTICLE XV HOLIDAYS.....	18
SECTION 15.1. DESIGNATION OF HOLIDAYS:.....	18
SECTION 15.2. HOLIDAY COMPENSATION:	19
SECTION 15.3. HOLIDAYS IN VACATIONS:.....	19
ARTICLE XVI VACATIONS.....	19
SECTION 16.1. VACATION LEAVE:.....	19
SECTION 16.2. VACATION PREFERENCE AND SCHEDULING:	20
ARTICLE XVII WELFARE BENEFITS	20
SECTION 17.1. HOSPITALIZATION INSURANCE:	20
SECTION 17.2. HEALTH INSURANCE OPT-OUT PROGRAM:	21
SECTION 17.3. SICK LEAVE:	21
SECTION 17.4. DISABILITY BENEFITS:.....	22
SECTION 17.5. LIFE INSURANCE:.....	22
SECTION 17.6. PENSION PLAN:	22
SECTION 17.7. DENTAL AND VISION BENEFITS:	22
SECTION 17.8. BEREAVEMENT LEAVE:.....	22
SECTION 17.9. MATERNITY/PATERNITY LEAVE:	23

SECTION 17.10. FLEXIBLE BENEFITS PLAN:	23
ARTICLE XVIII ADDITIONAL BENEFITS	23
SECTION 18.1. ELECTION DAY:	23
SECTION 18.2. PERSONAL DAYS:	23
SECTION 18.3. MILEAGE:	23
SECTION 18.4. USE OF LEAVE TIME:	24
ARTICLE XIX DURATION.....	24
SECTION 19.1. TERM:	24
SECTION 19.2. NOTICE:	24
APPENDIX A - WAGE SCHEDULE.....	26
APPENDIX "B-1" DRUG-FREE WORKPLACE POLICY	1
APPENDIX "B-2" DRUG-FREE WORKPLACE POLICY	1
APPENDIX C - COOK COUNTY HEALTH PLAN DESIGN.....	51
APPENDIX D - DUES AUTHORIZATION FORM.....	62
APPENDIX E - GRIEVANCE FORM	63
APPENDIX F - SECONDARY EMPLOYMENT	66

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 Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Labor Council").

ARTICLE I RECOGNITION

Section 1.1. Representative Unit:

The Employer recognizes the Labor Council as the sole and exclusive representative for all the bargaining union, including all Investigators and Senior Investigators employed by the County of Cook and the Cook County Sheriff's Department in the Office of Professional Review. The unit excludes Cook County Police Officers of any rank, all other employees employed by the County of Cook and Cook County Sheriff's Department in the Office of Professional Review.

As used throughout this Agreement, the term "employee" shall mean someone employed in the following titles in the Office of Professional Review: Senior Investigator, Investigator and Administrative Assistant, which are covered by the Agreement.

Section 1.2. Labor Council Membership:

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

The Employer shall provide the Labor Council an opportunity to present the benefits of Labor Council membership to newly appointed bargaining unit members.

Section 1.3. Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Labor Council and the Employer (attached herein as Appendix D), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council, or a fair share representation fee, and shall forward such amount to the Labor Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The Labor Council shall set the amounts deducted. The Employer shall retain a \$.05 service fee for each deduction made on behalf of the Labor Council.

Section 1.4. "Fair Share":

A. The County shall grant "Fair Share" to the Labor Council in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon a satisfactory one time demonstration to the County that the Labor Council has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. All employees covered

by this Agreement, will within thirty (30) days of their employment by the County, or thirty (30) days from the signing of this Agreement, either (1) become members of the Labor Council and pay to the Labor Council dues and fees; or, (2) will pay to the Labor Council each month their fair share of the Labor Council's costs of the collective bargaining process, contact administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

- B. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to an address provided by the Labor Council; provided, however, that the Labor Council shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Labor Council, and certifies that said amount is in compliance with the requirements laid down by the United States Supreme Court in Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers.
- C. Upon receipt of such certification(s), the County shall cooperate with the Labor Council to ascertain the names, addresses and the work locations of all employee members and non-members of the bargaining unit from whose earnings the dues or fair share payments shall be deducted.
- D. Upon the Labor Council's receipt of notice of a formal objection by a non-member to the fair share amount, the Labor Council shall deposit in an escrow account, separate from all other Labor Council funds, all fees being collected from non-Labor Council employees which are in dispute. Upon request the Labor Council 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 Labor Council 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 a mutually agreeable settlement between the Labor Council and an objector or group of objectors, or in the event no such settlement is reached, the decision of a neutral arbitrator.

- E. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Labor Council, the Labor Council 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 Labor Council, as determined by a neutral arbitrator, shall be required to pay an amount equal to their fair share of Labor Council dues, as described in Section 4, to a non-religious charitable organization

mutually agreed upon by the Labor Council and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.6. Indemnification:

The Labor Council 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 Labor Council shall refund any such amount directly to the involved employee.

**ARTICLE II
NON-DISCRIMINATION**

Section 2.1. Non-Discrimination:

The Employer and the Labor Council agree that neither shall discriminate in employment matters by reason of race, color, religion, national origin, political belief or activity, age, sex, marital status, sexual orientation or disability, voluntary membership or non-voluntary membership in the Labor Council. No bargaining unit member shall be transferred, assigned, reassigned or have their duties changed for reasons prohibited by this section.

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

The Employer shall continue to provide equal employment opportunity and apply equal employment practices for all bargaining unit members.

**ARTICLE III
EMPLOYER AUTHORITY**

Section 3.1. Employer Rights:

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

- A. the exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. the exclusive right to hire, transfer, and promote; discipline, suspend or discharge employees for just cause.

- C. to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties; as well as the right to determine reasonable work productivity, performance and evaluation standards.
- D. the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services which do not replace bargaining unit positions (this shall not prevent the Employer from reducing the work force based on cancellation of contracted police services to local communities, or other justifiable reasons).
- E. the right to make, publish and enforce reasonable general orders, rules and regulations; and, the Employer has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities, which are not inconsistent with Section 4.2 of this Agreement.
- F. the right to enter into mutual aid and assistance agreements with other units of government.
- G. the right to establish standards governing the levels of force, including deadly force that can be used.
- H. The Employer has the right to take any and all actions as maybe necessary to carry out the duties and responsibilities of the Employer in situations of civil emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions or other circumstances beyond the control of the Employer which call for immediate action whereas it maybe required to assign employees as the Employer deems necessary to carry out its duties and responsibilities; provided that no right enumerated in this Section shall diminish the Labor Council's right to grieve in accordance with the provisions of this Agreement.

Section 3.2. Employer Obligations:

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

**ARTICLE IV
UNION RIGHTS**

Section 4.1. Grievance Processing and Contract Administration:

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Duly authorized Representatives of the Labor Council and/or the local Bargaining Committee 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 Representatives will be identified to the Sheriff or his designee in a manner suitable to the

Employer and on each occasion will first secure the approval of the Sheriff or his designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Labor Council will not abuse this privilege, and such right of entry shall at all times be subject to general Sheriff's Department rules applicable to non-employees. Said approval shall not be denied arbitrarily or capriciously or without cause.

The Labor Council will advise the Employer in writing of the names of the Bargaining Committee members with the Employer and shall notify the Employer promptly of any charges. Upon obtaining approval from their supervisor, before leaving their work assignment or area, Bargaining Committee members 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 the operations of the Department are not adversely affected. In all cases the primary mission of the Department and proper manpower considerations shall be controlling.

Section 4.2. Bargaining Unit Members Structure:

In the event the Employer wishes to re-classify any bargaining unit position, the Employer shall make written notification to the Labor Council at least sixty (60) days prior to implementation; the Labor Council reserves the right to file a demand to bargain over the impact and effect of such proposed change, with any impasse resolved in accordance with the provisions of this Agreement.

It is understood and agreed that the Employer's right to reclassification as defined in Article III Section 3.1 (E) shall not be used for the purpose or intention of undermining the bargaining unit.

**ARTICLE V
GRIEVANCE PROCEDURE**

Section 5.1. Policy:

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

Section 5.2. Definition:

A grievance is a difference between an employee or the Labor Council and the Employer with respect to discipline, the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement. A grievance shall not include insurance disputes between employees or their dependents and the claims processor; provided said disputes are covered by a separate appeals process. However, discipline maybe grieved as outlined in Section 5.3 of this Agreement. The Labor Council will send copies of grievances appealed at step Three to the County's Chief of Human Resources or his designee and the Sheriff/designee. It is recognized that because a Joint Employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by County Administration, depending on the subject of the grievance.

Only the aggrieved employee(s) and/or Representatives of the Labor Council may present grievances. Employees may take up grievances through Steps 1 to 3 either individually or with

representation by the Labor Council. If an employee takes up a grievance without Labor Council representation, any resolution of the grievance shall be consistent with this Agreement and the Labor Council representative shall have the right to be present at such resolution meetings. A grievance relating to all or a substantial number of employees or to the Labor Council's own interests or rights with the Employer may be initiated at Step 2 by the Labor Council representative.

Without diminishing or compromising the rights of the Employer under Section 4 of the IPLRA and Article III of this Agreement to promulgate work rules or general orders, it is understood by the parties that the Labor Council may file and arbitrate a grievance under Article V, challenging as unreasonable, changes in existing or new work rules, assignments or general orders, which establish Department-wide standards or procedures and which have as their primary subject wages, hours and terms and conditions of employment. The parties further understand that in any such arbitration preceding the Labor Council has the burden of establishing that the challenged work rules or general order is unreasonable.

It is further understood that the hiring and promotion of employees are not subject to the grievance procedure.

Section 5.3. Grievance Procedure Steps:

A grievance shall be filed at or above the level from which the aggrieved action originated. Grievance must be submitted on an approved Grievance Form, (attached herein as Appendix D). The steps and time limits (shown as calendar days) as provided in the Employer's Grievance Procedure is as follows:

Step	Submission Time Limit (Calendar Days)	To Whom Submitted	Time Limits Meeting (Calendar Days)	Response Time (Calendar Days)
1	10 days	Assistant Executive Director/Designee	7 Days	7 Days
2	10 days	Executive Director or Chief of Human Resources	21 Days	21 Days
3	30 days	Arbitrator	As scheduled	30 Days

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

It is understood that all disciplinary matters may be appealed through the grievance procedure in this Agreement.

Section 5.4. Time Limits:

The initial time limit for presenting a grievance shall be ten (10) days and the same limit shall apply to the submission times at Steps 2. The scheduling of an arbitration hearing, shall be governed by mutual agreement with the arbitrator. An arbitrator's award shall be submitted to the parties within thirty (30) days of the close of the hearing. Time limits may be extended by mutual agreement, in writing, between the employee and/or the Labor Council and the Employer.

Section 5.5. Discovery:

Upon written request by the employee, or his/her authorized representative, the Employer shall provide discovery information requested prior to Step 2 meeting; however, the Employer may delete "confidential" information which he/she deems to be sensitive for release at that stage of the proceedings; however, all information regardless of its' sensitivity shall be released to the Union in the event of an arbitration hearing.

Section 5.6. Impartial Arbitration Procedure:

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 2 answer to a grievance involving an alleged violation of the contract or transfer, it shall within thirty (30) days after receipt of the Step 2 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The Labor Council and Employer shall attempt to reach an agreement on an arbitrator within ten (10) days after filing for arbitration. If the Labor Council and Employer fail to reach agreement on an Arbitrator within ten (10) days, the Employer and the Labor Council may request the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two parties will confer within seven (7) days of receipt of the arbitration panel to alternately strike one (1) name at a time from the panel until only one (1) name remains; the remaining name shall be the arbitrator. The party striking first shall be determined by a toss of the coin. The Labor Council and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay.

In fashioning he/her award in discipline grievances, the arbitrator shall determine whether there was just cause to impose the discipline; and, may sustain the discipline imposed by the Employer, reduce the discipline (including reduction to a reprimand), including the application of options granted or denied with regard to the discipline, or exonerate the employee; but, in no event shall the Arbitrator have authority to increase disciplinary action in question. The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), whichever is later.

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

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

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

ARTICLE VI EMPLOYEE RIGHTS

Section 6.1. Discipline Investigation:

The Employer shall not take any disciplinary action against an employee without just cause. investigators and Senior Investigators covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniformed Peace Officers Disciplinary Act (Bill of Rights) 50 ILCS 725/1 et seq. In addition, employees who are subject to investigation which may lead to discipline shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 L. Ed.2d 171, 95 Ct 959 and *Morgan v Central Management Services*, ISLRB (1 PERI 2020).

An employee may not be de-deputized or have his star taken from him during the course of an investigation when no disciplinary action has yet been taken.

Random testing under the Sheriffs Drug Free Workplace Policy shall not be subject to the provisions of 50 ILCS 725/1, et seq or the rights and privileges granted under *Weingarten v. NLRB*, 420 US 251 (1975), and *Morgan v. Central Management Services*, ISLRB (1 PERI 2020).

Section 6.2. Corrective and Progressive Discipline:

The Labor Council and the Employer agree that discipline should be timely, corrective and progressive, accompanied by counseling where appropriate. It is understood that the employees are subject to general orders, rules and regulations of the Department.

An employee may be temporarily reassigned while under investigation for alleged wrongdoing. Such reassignment shall not be indicative of any guilt.

It is recognized that the Employer has the right to transfer or reassign employees for just cause.

ARTICLE VII LABOR-MANAGEMENT MEETINGS

Section 7.1. Labor-Management Meetings:

For the purpose of conferring on matters of mutual interest, which are not appropriate for consideration under the grievance procedure, the Labor Council and the Employer agree to meet on a quarterly basis, if necessary, or more often if necessary and by mutual agreement, through designated representatives, at the request of either party and at mutually agreed upon dates, times

and locations. The Labor Council and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose. This provision is not intended in any way to preclude informal discussions or meetings among the parties. The Employer retains the right to limit the number of on-duty personnel in attendance, based on manpower considerations.

ARTICLE VIII SENIORITY

Section 8.1. Definition of Seniority:

For purposes of the Article, seniority in the bargaining unit is defined as an employee's length of service within the defined bargaining unit; however, for purposes of earned benefits and pension, the employee's seniority shall be defined as the length of most recent continuous employment with either the County of Cook and/or the Cook County Sheriff's Office. Seniority within the bargaining unit shall be established based on date of appointment. In the event of a tie between two or more bargaining unit members, seniority shall be determined by use of the County identification number, with the lowest number having greatest seniority.

Section 8.2. Seniority List:

As soon as possible, the Employer will furnish the Labor Council with a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Sheriff shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Labor Council from that time forth and forever. The Employer will furnish the Labor Council with monthly reports of any changes to such list, and shall furnish a revised list every six (6) months. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Labor Council until a subsequent list is furnished by the Employer as provided herein provided that, no changes in the hiring dates furnished in the original list will be permitted. An employee's seniority, and their position on the seniority list, may be adjusted if accrual of seniority stops during a leave of absence or other absences referenced in Article 9 of this Agreement.

Section 8.3. Probationary Period:

The probationary period for newly appointed Investigators shall be one (1) year from the date of appointment.

Section 8.4. Application of Seniority:

A. Application:

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

B. Regularly Scheduled Overtime:

1. Overtime scheduled at least seven (7) days in advance will be offered to employees on the basis of seniority and will be equitably distributed among employees who request such work.

Each employee shall be selected in turn according to his or her place on the seniority overtime list, by rotation.

2. An employee requesting to be skipped when it becomes his/her turn to work overtime scheduled at least seven (7) days in advance will be rotated to the bottom of the seniority list. An employee who works overtime scheduled at least seven (7) days in advance will be placed at the bottom of the overtime seniority list once the overtime is received.
3. Overtime scheduled seven (7) days in advance may be denied to an employee for just cause.
4. In cases of emergency the Sheriff, or his designee, may assign the overtime work to any bargaining unit members who are immediately available.

Section 8.5. Reduction in Work Force. Layoff and Recall:

Should the Employer determine that it is necessary to decrease the number of employees within the job classification of the bargaining unit, due to lack of funds or lack of work, the employees to be laid off in that classification shall be removed in inverse of order of seniority (e.g. last hired, first laid-off). Affected employees and the Labor Council shall be given notice thereof at least two (2) weeks prior to the effective date of such lay-off. Employees laid off as a result of this procedure shall be subject to recall in order of seniority, before any new employees are hired or promoted into the job classification held by them at the time of the reduction in force.

Section 8.6. Termination or Suspension of Seniority:

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

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Absent for three (3) consecutive work days, without notification during such period to the department head or a designee, of the reason for the absence, unless the employee has an explanation acceptable 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 a reasonable explanation for such failure to report for work;
- E. Failure to notify the Sheriff/Designee in writing within ten (10) calendar days of the employee's intent to report for work upon recall from layoff, or failure to report for work within ten (10) calendar 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;

- F. 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/Designee in writing;
- G. 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 from 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 absence from work because of illness or injury covered by duty disability or ordinary disability benefits.

Section 8.7. Americans with Disabilities Act:

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

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all reasonable steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

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

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

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

Section 8.8. Family and Medical Leave:

Employees shall be granted family medical leave in accordance with the Family Medical Leave Act. Any employee granted a family and medical leave must use eighty (80) hours of available benefit time such as sick, vacation, personal and compensatory time when invoking FMLA. Employees may opt to be put into zero (0) time status until all accrued benefit time has first been used when on an approved Family Medical Leave.

Section 8.9. Contract Copies Supplied:

The Employer and the Labor Council agree to a 50%-50% split in the cost of reproducing this Agreement in such numbers as may be necessary for all parties. Such reproduction shall be at a pre-agreed price, and shall be completed within sixty (60) days of the execution of this

Agreement. The Labor Council shall be responsible for ensuring that all dues paying bargaining unit members are supplied with a copy of the fully executed labor Agreement.

ARTICLE IX LEAVES OF ABSENCE

Section 9.1. Regular Leave:

Leaves of absence without pay for Investigators shall be granted in compliance with the Rules and Regulations of the Employer.

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 9.2. Seniority on Leave:

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

Section 9.3. Retention of Benefits:

An Investigator will not earn sick pay or vacation credits while on an unpaid leave of absence except for leaves granted under the Family Medical Leave Act. An Investigator on an unpaid leave of absence except for leaves granted under the Family Medical Leave Act will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deduction or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the Investigator's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 9.4. Military Leave

Employees who enter the armed services of the United States, or who are members of the National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to all rights and privileges conferred by any applicable federal or state law.

Section 9.5. Approval of Leave:

No request for a leave, as defined in of this Article, will be considered unless approved by the Sheriff or his designee. The Sheriff or his designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of the Employer's business. Approval of leaves of absence will not be unreasonably denied, providing that the reasons for the leave are in conformance with the existing policies or applicable laws regarding leaves of absence.

Section 9.6. Veteran's Conventions:

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

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

**ARTICLE X
CONTINUITY OF OPERATIONS**

Section 10.1. No Strike:

The Labor Council 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 10.2. Labor Council Responsibility:

Should any activity prescribed in Section 1 of this Article occur, which the Labor Council has not sanctioned, the Labor Council 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 Labor Council;
- C. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 10.3. 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 Labor Council on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 10.4. 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 10.5. Reservation of Rights:

In the event of any violation of this Article by the Labor Council 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 XI
TRAINING AND EDUCATION**

Section 11.1. Available Training:

All appropriate courses and training programs available through the County will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of not less than ten (10) working days prior to the course or program opening for application. The Employer agrees to provide all appropriate training to all personnel commensurate with their duties and responsibilities; and, further agrees to continuously update such training in order that the employees may develop the skills, knowledge and abilities needed in the performance of their official duties.

**ARTICLE XII
MISCELLANEOUS**

Section 12.1. Health and Safety:

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

Section 12.2. Bulletin Boards:

The Employer will make bulletin boards available for the use of the Labor Council and the Fraternal Order of Police in non-public locations; the Labor Council may, at its own expense, erect its own separate bulletin boards in location agreed to by the Employer. The Labor Council

and the FOP will be permitted to have posted on these bulletin boards notices of a non-controversial nature, and shall submit a copy of them to the Sheriff or his designee for approval.

There shall be no distribution or posting of Labor Council authorized advertising or political material, notices or other kind of literature on the Employer's property other than herein provided.

Section 12.3. Partial Invalidity:

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

Section 12.4. Sub-Contracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer also reserves the right to enter into mutual aid and assistance agreements with other units of government. The Employer agrees not to sub-contract bargaining unit work or replace bargaining unit employees. This provision is not intended to prevent the Employer from reducing the work force in the event mutual aid or police service provided by the Employer to other governmental entities cease.

In the event bargaining unit positions will be effected, the Employer will advise the Labor Council at least three (3) months in advance of such contemplated changes and will discuss such contemplated changes with the Labor Council, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Labor Council in making every reasonable effort to place adversely affected employees into other bargaining unit positions. The Labor Council reserves all rights granted by this Agreement and the Act.

Section 12.5. Credit Union:

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

Section 12.6. Personnel Files:

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

Section 12.7. Drug Testing:

The Joint Employers and the Labor Council agree to the provisions of the Sheriff's Drug-Free Workplace Policy Court Services Department General Order 1002.2 attached herein and made a part of this Labor Agreement, as Appendix E. No other drug policy may be substituted without discussion between the parties.

Section 12.8. Secondary Employment Permitted:

It is understood between the parties that employment with the Cook County Sheriff's Court Services Department is the employee's primary job. In all instances of secondary employment, employee's shall be subject to General Order 3200.1, as it exists on December 9, 2007, regarding the regulations concerning secondary employment. Hereto attached as Appendix F.

A request for secondary employment shall be denied, under the following circumstances, when the secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling:

1. The employment includes serving as a bartender and/or dispensing intoxicating liquor.
2. The employment includes serving as a cocktail waitress/waiter
3. The employment is security related
4. The Sheriff's Office reasonably believes that the employment will bring discredit upon the department.

Section 12.9. Duty Related Injury:

In the event an Investigator is injured on duty and is unable to perform his/her duties, the Investigator may be placed on a duty related injury leave until such time as the Investigator is deemed fit to return to duty. During the time the Investigator is on a duty related injury leave he/she shall retain all seniority and economic benefits.

**ARTICLE XIII
HOURS OF WORK AND OVERTIME**

Section 13.1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating the normal workday and workweek, and to provide the basis for calculating overtime pay.

Section 13.2. Regular Work Periods:

The normal work day shall consist of eight (8) consecutive hours. The normal work week shall consist of forty (40) hours in a seven (7) day work week (Sunday through Saturday), with two or more consecutive days off. The Labor Council shall be provided at least thirty (30) days notice prior to any proposed change in the hours worked or work schedules from those which existed as of December 1, 1998, and may, in the Labor Council's sole discretion, issue a demand to bargain over any such change. In the event no agreement is reached on the contemplated changes in the hours worked or work schedules, the Labor Council reserves the right to move the issue directly to impasse arbitration, pursuant to the provisions of the Illinois Public Labor Relations Act.

It is understood that the Employer may adjust the duty hours of bargaining unit members by up to three (3) hours for operational needs.

Section 13.3. Compensatory Time and/or Overtime Compensation:

- A. For the purpose of calculating overtime, all compensated hours, except sick leave, shall be counted as hours worked. Investigators shall receive overtime at the rate of time and one-half (1 1/2) their normal hourly rate of pay for all hours in excess of eight (8) per day or forty (40) per week.
- B. Effective upon ratification and Board Approval, at the Investigator's option, time and one-half (1 1/2) overtime may be accumulated as compensatory time due, calculated at the overtime rate, in lieu of pay. All compensatory time due earned, from whatever source, shall be accumulated to a maximum of two hundred forty (240) hours. All hours earned in excess of two hundred forty (240) shall be paid in cash.
- C. Compensatory time off may be used in time blocks of one (1) hour or more, at a time mutually agreed to between the Investigator and his/her supervisor.

Section 13.4. Overtime Work:

- A. After Duty Hours may be offered to employees on the basis of seniority among employees who request such work. Each employee shall be selected in turn according to his or her place on the After Duty Hours list, by rotation. An employee requesting to be skipped when it becomes his or her turn to work After Duty Hours shall be rotated to the bottom of the list. An employee who works After Duty Hours shall also be rotated to the bottom of the list. It is understood that, for operational necessities, the employer may, absent volunteers, order any employee to perform After Duty Hours, by reverse seniority.
- B. Employees may be ordered to work overtime provided that such mandatory overtime shall be limited to either emergency conditions, which cannot be deferred or which cannot be performed with other members of this bargaining unit, or because of abnormal peak loads in activities of the Department. The Sheriff, or his designee, will attempt to assign overtime on a voluntary basis to those bargaining unit members who normally work in the affected unit or area of assignment. Such voluntary overtime shall first be offered on a departmental seniority basis. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit, as far as practicable.

Section 13.5. Court Time:

Employees who attend court while off-duty on behalf of the Employer, shall receive two (2) hours of overtime pay or the actual hours worked, whichever is greater.

Section 13.6. Call Back Pay:

Employees who are called back to work, shall receive two (2) hours of overtime pay or the actual hours worked, whichever is greater.

Section 13.7. Command Duty:

The current policy for scheduling Command Duty shall remain in effect.

ARTICLE XIV RATES OF PAY

Section 14.1. Job Classification:

Employees shall receive the salary provided for their job classification. Employees will be increased to the appropriate step upon completion of the required length of service within the pay grade and job classification. Longevity rate increases shall be based upon length of service with the Employer (Cook County). No other person or persons shall be permitted to perform the work of this bargaining unit job classification, except in emergency situations or circumstances beyond the control of the Employer; nor shall the Employer transfer employees from other positions within the County or the Sheriff's Department to do bargaining unit work.

Section 14.2. Wage Rates:

All Investigators who were members of the bargaining unit as of December 1, 2008 and who are still in a pay status with the Employer as of the date of the County's ratification of this Agreement, or who have retired from the bargaining unit subsequent to December 1, 2008, shall receive retroactive wage increases as in Appendix A. In addition, Investigators shall receive longevity Step increases in accordance with the Wage Schedule herein attached as Appendix A.

ARTICLE XV HOLIDAYS

Section 15.1. Designation of Holidays:

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

1. New Year's Day - January 1
2. Martin Luther King's Birthday - 3rd Monday in January
3. Lincoln's Birthday - February 12
4. President's Day - Third Monday in February
5. Pulaski's Birthday - 1st Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - The fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the board of Commissioners of Cook County that all salaried Cook County employees be granted thirteen (13) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs; however, should a certain holiday fall on a Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other days or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1 of each year which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. The floating holiday will be scheduled in accordance with the procedure for vacation selection as set forth in this Agreement. Use of the floating holiday is restricted to a full day increment.

Section 15.2. Holiday Compensation:

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

Section 15.3. Holidays in Vacations:

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

**ARTICLE
XVI VACATIONS**

Section 16.1. Vacation Leave:

- A. All employees shall be granted paid vacation, based on their years of service with the Employer, as follows:

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

- B. Accruals will be carried out in accordance with the bi-weekly payroll system.

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

Section 16.2. Vacation Preference and Scheduling:

Vacations shall be selected by seniority; in the event of a conflict between bargaining unit members, ties will be broken by use of the County Employee identification number.

**ARTICLE XVII
WELFARE BENEFITS**

Section 17.1. Hospitalization Insurance:

The hospitalization insurance plans which are in effect shall remain in effect for the duration of this Agreement as per Appendix C. An explanation booklet of the various health insurance plans shall be prepared and made available to the Investigators.

The Labor Council will be notified before any proposed change in hospitalization benefits are implemented and shall have the right to bargain over the impact of such changes.

Section 17.2. Health Insurance Opt-Out Program:

The Employer agrees to pay \$800.00 per 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 who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. Covered employees may not opt-out if their spouse or domestic partner is a County employee.

Section 17.3. Sick Leave:

- A. All employees covered by the terms of this Agreement, shall be granted sick leave with pay at the rate of eight (8) working hours for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed 1400 hours, at the rate of ninety-six (96) working hours per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. 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 Investigator. Sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for forty (40) consecutive work hours or more for any health reason may be required to undergo examination by the Employer's physician before returning to work, at the Employer's cost. For health related absences of less than forty (40) consecutive work hours, a doctor's statement or proof of illness will not be required except in individual instances where the Sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit to return to work. The Employer may visit the home of the Investigator for the purpose of verifying the injury or medical reason, whenever doubt exists as to the validity of the absence.
- E. If 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, and/or invoke the provision of the Family and Medical Leave Act as provided in this Agreement.

F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 17.4. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefit. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan; disability benefits will be reduced by any Worker's Compensation benefits received. Duty Disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. The employee will not be required to use sick time and/or vacation time for any day of duty disability. However, if after twenty-one (21) days of the injury, the County has not yet made a determination as to the employee's duty disability application, the Union may request a labor-management meeting to discuss the status of the County's review.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive not less than fifty percent (50%) of salary. The 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.

Section 17.5. Life Insurance:

All Investigators shall be provided life insurance in an amount equal to the Investigator's annual salary, rounded to the next highest thousand, at no cost to the Investigator, with the Investigator having the option to purchase additional insurance up to a maximum of the Investigator's annual salary.

Section 17.6. Pension Plan:

Pension benefits for Investigators shall be provided by the Cook County Employees Benefit and Annuity program.

Section 17.7. Dental and Vision Benefits:

The County agrees to provide a dental and vision plan to its Investigators. All Investigators will be eligible to participate in any dental and optical plan offered by the County.

Section 17.8 Bereavement Leave:

A. Excused leave with pay will be granted, up to three (3) days, to an Investigator for the funeral of a member of the Investigator's immediate family or household. For purposes of this Section, an Investigator's immediate family includes mother, father, (including in-laws) husband, wife, child (including step, foster, adopted), brothers, sisters, grandchildren, grandparents, or such persons who have reared the Investigator.

- B. Leave requested to attend the funeral for someone other than a member of an Investigators immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation, personal leave or compensatory time due of the Investigator making the request.

Section 17.9. Maternity/Paternity Leave:

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

Section 17.10. Flexible Benefits Plan:

All Investigators 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.

**ARTICLE XVIII
ADDITIONAL BENEFITS**

Section 18.1. Election Day:

An Investigator who is a registered voter will receive two (2) hours time off (without pay) during his/her regular work day so that he/she may vote in any general election. An Investigator 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 18.2. Personal Days:

Employees will accrue personal days at the rate of 1.24 hours per pay period (bi-weekly). Two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

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

Personal days may be used consecutively and/or as additional vacation leave with permission from the Sheriff/designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the Investigator and are subject to approval of the Sheriff or his designee.

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

Section 18.3. Mileage:

The Employer shall reimburse Investigators using their personal automobile for work in accordance with the Cook County Travel Reimbursement policy. Such rate shall be adjusted, as necessary, to ensure that employees are paid the maximum allowable by County.

Section 18.4. Use of Leave Time:

Employees may use vacation time, sick leave, compensatory time, and personal days in minimum increments of one hour.

**ARTICLE XIX
DURATION**

Section 19.1. Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached.

Section 19.2. Notice:

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

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

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

Illinois Fraternal Order of Police Labor Council
974 Clocktower Drive
Springfield, Illinois 62704

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

Signed and entered into this 8th day of May, 2013

COUNTY OF COOK:

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

Thomas J. Dart
THOMAS J. DART
Sheriff, Cook County

David Orr

DAVID ORR,
Cook County Clerk

UNION: Illinois Fraternal Order of Police Labor Council

By: Keith Turney KEITH TURNERY
~~Gary Bailey, Attorney KDJ~~ ILFOPLC FIELD REP

Inv. Miller Robert Miller

Gregory Ernst Gregory Ernst

John Kerlin John Kerlin

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 08 2013

323070

COM _____

EFFECTIVE JUNE 1, 2012

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF INVESTIGATORS: OFFICE OF PROFESSIONAL REGULATION

<u>GRADE</u>	<u>5 YEARS OF SERVICE</u>					<u>AFTER 1 YR. OF SERVICE</u>				
	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 1 YR. AT MAXIMUM RATE AND 5 YEARS OF SERVICE</u>	<u>AFTER 1 YR. AT 1ST LON- AND 10 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 2ND LON- AND 15 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 3RD LON- AND 20 YRS. OF SERVICE</u>	<u>AFTER 1 YR. AT 4TH LON- AND 25 YRS. OF SERVICE</u>
IS2	23,648	24,771	25,943	27,190	28,501	29,820	31,007	32,241	33,524	34,862
Hourly	1,891.84	1,981.68	2,075.44	2,175.20	2,280.08	2,385.60	2,480.56	2,579.28	2,681.92	2,788.96
Bi-Weekly	49,187	51,523	53,961	56,555	59,282	62,025	64,494	67,061	69,729	72,512
Annual										

EFFECTIVE DECEMBER 1, 2011

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF INVESTIGATORS: OFFICE OF PROFESSIONAL REGULATION

<u>GRADE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
						RATE AND 5 YEARS OF SERVICE	GEVITY RATE AND 10 YRS. OF SERVICE	GEVITY RATE AND 15 YRS. OF SERVICE	GEVITY RATE AND 20 YRS. OF SERVICE	GEVITY RATE AND 25 YRS. OF SERVICE
IS2	23,071	24,167	25,310	26,527	27,806	29,093	30,251	31,455	32,706	34,012
Hourly	1,845.68	1,933.36	2,024.80	2,122.16	2,224.48	2,327.44	2,420.08	2,516.40	2,616.48	2,720.96
Bi-Weekly	47,987	50,267	52,644	55,176	57,836	60,513	62,922	65,426	68,028	70,744
Annual										

EFFECTIVE DECEMBER 1, 2010

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF INVESTIGATORS: OFFICE OF PROFESSIONAL REGULATION

<u>GRADE</u>	1ST <u>STEP</u>	2ND <u>STEP</u>	3RD <u>STEP</u>	4TH <u>STEP</u>	5TH <u>STEP</u>	AFTER 1 YR. AT MAXIMUM	AFTER 1 YR. AT 1ST LON-	AFTER 1 YR. AT 2ND LON-	AFTER 1 YR. AT 3RD LON-	AFTER 1 YR. AT 4TH LON-
						RATE AND 5 YEARS <u>OF SERVICE</u>	GEVITY RATE AND 10 YRS. <u>OF SERVICE</u>	GEVITY RATE AND 15 YRS. <u>OF SERVICE</u>	GEVITY RATE AND 20 YRS. <u>OF SERVICE</u>	GEVITY RATE AND 25 YRS. <u>OF SERVICE</u>
Hourly	22,285	23,343	24,447	25,623	26,858	28,101	29,220	30,382	31,591	32,852
Bi-Weekly	1,782.80	1,867.44	1,955.76	2,049.84	2,148.64	2,248.08	2,337.60	2,430.56	2,527.28	2,628.16
Annual	46,352	48,553	50,849	53,295	55,864	58,450	60,777	63,194	65,709	68,332

EFFECTIVE JUNE 1, 2009

SCHEDULE XXV

BUREAU OF HUMAN RESOURCES

SHERIFF INVESTIGATORS: OFFICE OF PROFESSIONAL REGULATION

<u>GRADE</u>	AFTER 1 YR.					AT MAXIMUM AT 1ST LON- AT 2ND LON- AT 3RD LON- AT 4TH LON-					
	<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>RATE AND</u>	<u>GEVITY RATE</u>	<u>GEVITY RATE</u>	<u>GEVITY RATE</u>	<u>GEVITY RATE</u>	
	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>STEP</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	<u>OF SERVICE</u>	
IS2	Hourly	21.954	22.997	24.084	25.244	26.459	27.684	28.787	29.932	31.123	32.365
	Bi-Weekly	1,756.32	1,839.76	1,926.72	2,019.52	2,116.72	2,214.72	2,302.96	2,394.56	2,489.84	2,589.20
	Annual	45,664	47,833	50,094	52,507	55,034	57,582	59,876	62,258	64,735	67,319

Effective June 1, 2012

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

UNION

OPR ONLY

<u>GD</u>	UNION					OPR ONLY			AFTER 1	AFTER 1	AFTER 1	AFTER 1
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERV	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERV	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERV	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERV	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERV	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERV
21	Hourly	35.139	36.823	38.562	40.447	42.363	44.424	45.083	45.083	45.533	46.914	46.914
	Bi-Weekly	2,811.12	2,945.84	3,084.96	3,235.76	3,389.04	3,553.92	3,606.64	3,606.64	3,642.64	3,753.12	3,753.12
	Annual	73,089	76,592	80,209	84,130	88,115	92,402	93,773	93,773	94,709	97,581	97,581

Effective December 1, 2011

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

UNION

OPR ONLY

<u>GD</u>		AFTER 1					AFTER 2		AFTER 1		
		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	YEARS AT <u>5TH STEP</u>	YR AT 1ST LONGEVITY RATE & 10 <u>YRS SERVC</u>	YR AT 2ND LONGEVITY RATE & 15 <u>YRS SERVC</u>	YR AT 3RD LONGEVITY RATE & 20 <u>YRS SERVC</u>	
21	Hourly	34.282	35.925	37.621	39.460	41.330	43.340	43.983	44.422	45.770	
	Bi-Weekly	2,742.56	2,874.00	3,009.68	3,156.80	3,306.40	3,467.20	3,518.64	3,553.76	3,661.60	
	Annual	71,307	74,724	78,252	82,077	85,966	90,147	91,485	92,398	95,202	

Effective June 1, 2011

SCHEDULE I - GENERAL
BUREAU OF HUMAN RESOURCES
 UNION
 OPR ONLY

<u>GD</u>	UNION					OPR ONLY				
	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 2 YEARS AT 5TH STEP</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS. SERVC</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC</u>	<u>AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC</u>	
21	Hourly	33,610	35,221	36,883	38,686	40,520	42,490	43,121	43,551	44,873
	Bi-Weekly	2,688.80	2,817.68	2,950.64	3,094.88	3,241.60	3,399.20	3,449.68	3,484.08	3,589.84
	Annual	69,909	73,260	76,717	80,467	84,282	88,379	89,692	90,586	93,336

Effective December 1, 2010

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

UNION

OPR ONLY

<u>GD</u>	AFTER 1					AFTER 2		AFTER 1		
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 <u>YRS SERVC</u>	YR AT 2ND LONGEVITY RATE & 15 <u>YRS SERVC</u>	YR AT 3RD LONGEVITY RATE & 20 <u>YRS SERVC</u>	
21	Hourly	33.113	34.700	36.338	38.114	39.921	41.862	42.484	42.907	44.210
	Bi-Weekly	2,649.04	2,776.00	2,907.04	3,049.12	3,193.68	3,348.96	3,398.72	3,432.56	3,536.80
	Annual	68,875	72,176	75,583	79,277	83,036	87,073	88,367	89,247	91,957

Effective June 1, 2010

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

UNION

OPR ONLY

<u>GD</u>	AFTER 1					AFTER 2		AFTER 1		
	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 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	
21	Hourly	32.948	34.527	36.157	37.924	39.722	41.654	42.273	42.694	43.990
	Bi-Weekly	2,635.84	2,762.16	2,892.56	3,033.92	3,177.76	3,332.32	3,381.84	3,415.52	3,519.20
	Annual	68,532	71,816	75,207	78,882	82,622	86,640	87,928	88,804	91,499

Effective June 1, 2009

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

**UNION
OPR ONLY**

<u>GD</u>	UNION					OPR ONLY				
	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>AFTER 2 YEARS AT 5TH STEP</u>	<u>AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC</u>	<u>AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC</u>	<u>AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC</u>	
21	Hourly	32.622	34.185	35.799	37.549	39.329	41.242	41.854	42.271	43.554
	Bi-Weekly	2,609.76	2,734.80	2,863.92	3,003.92	3,146.32	3,299.36	3,348.32	3,381.68	3,484.32
	Annual	67,854	71,105	74,462	78,102	81,804	85,783	87,056	87,924	90,592

**SCHEDULE I- GENERAL
BUREAU OF HUMAN RESOURCES
UNION**

<u>GD</u>		1ST		2ND		3RD		4TH		5TH		AFTER 2		AFTER 1	
		STEP	YRS AT 1ST	YRS AT 2ND	YRS AT 3RD	LONGEVITY	LONGEVITY	LONGEVITY							
										YEARS AT	YEARS AT	YEARS AT	RATE & 10	RATE & 15	RATE & 20
										5TH STEP	5TH STEP	5TH STEP	YRS SERVC	YRS SERVC	YRS SERVC
9	Hourly	13,769	14,394	15,094	15,823	16,552	17,339	17,833	18,012	18,543	18,833	18,012	17,833	18,012	18,543
	Bi-Weekly	1,101.52	1,151.52	1,207.52	1,265.84	1,324.16	1,387.12	1,426.64	1,440.96	1,483.44	1,426.64	1,440.96	1,426.64	1,440.96	1,483.44
	Annual	28,640	29,940	31,396	32,912	34,428	36,065	37,093	37,465	38,569	37,093	37,465	37,093	37,465	38,569
10	Hourly	14,749	15,437	16,162	16,945	17,760	18,590	18,945	19,145	19,711	18,945	19,145	18,945	19,145	19,711
	Bi-Weekly	1,179.92	1,234.96	1,292.96	1,355.60	1,420.80	1,487.20	1,515.60	1,531.60	1,576.88	1,487.20	1,515.60	1,515.60	1,531.60	1,576.88
	Annual	30,678	32,109	33,617	35,246	36,941	38,667	39,406	39,822	40,999	38,667	39,406	39,406	39,822	40,999
11	Hourly	15,823	16,552	17,340	18,149	19,047	20,012	20,413	20,602	21,233	20,413	20,602	20,413	20,602	21,233
	Bi-Weekly	1,265.84	1,324.16	1,387.20	1,451.92	1,523.76	1,600.96	1,633.04	1,648.16	1,698.64	1,600.96	1,633.04	1,633.04	1,648.16	1,698.64
	Annual	32,912	34,428	36,067	37,750	39,618	41,625	42,459	42,852	44,165	41,625	42,459	42,459	42,852	44,165
12	Hourly	16,945	17,760	18,590	19,485	20,488	21,437	21,856	22,074	22,745	21,437	21,856	21,856	22,074	22,745
	Bi-Weekly	1,355.60	1,420.80	1,487.20	1,558.80	1,639.04	1,714.96	1,748.48	1,765.92	1,819.60	1,639.04	1,714.96	1,714.96	1,748.48	1,819.60
	Annual	35,246	36,941	38,667	40,529	42,615	44,589	45,460	45,914	47,310	44,589	45,460	45,460	45,914	47,310

	1ST	2ND	3RD	4TH	5TH	AFTER 2			AFTER 1		
						YEARS AT	LONGEVITY	LONGEVITY	YEARS AT	LONGEVITY	LONGEVITY
						RATE & 10	RATE & 15	RATE & 20	YR AT 1ST	YR AT 2ND	YR AT 3RD
13	Hourly	18.149	19.047	20.012	20.977	21.928	23.025	23.710	23.484	23.710	24.427
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,896.80	1,878.72	1,896.80	1,954.16
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	48,847	48,847	49,317	50,808
14	Hourly	19.420	20.488	21.437	22.519	23.585	24.704	25.215	25.215	25.465	26.234
	Bi-Weekly	1,553.60	1,639.04	1,714.96	1,801.52	1,886.80	1,976.32	2,017.20	2,037.20	2,037.20	2,098.72
	Annual	40,394	42,615	44,589	46,840	49,057	51,384	52,447	52,447	52,967	54,567
15	Hourly	20.977	21.928	23.025	24.166	25.379	26.573	27.110	27.110	27.387	28.204
	Bi-Weekly	1,678.16	1,754.24	1,842.00	1,933.28	2,030.32	2,125.84	2,168.80	2,190.96	2,190.96	2,256.32
	Annual	43,632	45,610	47,892	50,265	52,788	55,272	56,389	56,389	56,965	58,664
16	Hourly	22.519	23.586	24.704	25.886	27.135	28.393	28.978	28.978	29.258	30.142
	Bi-Weekly	1,801.52	1,886.88	1,976.32	2,070.88	2,170.80	2,271.44	2,318.24	2,340.64	2,340.64	2,411.36
	Annual	46,840	49,059	51,384	53,843	56,441	59,057	60,274	60,857	60,857	62,695
17	Hourly	24.166	25.380	26.573	27.811	29.186	30.629	31.228	31.228	31.526	32.480
	Bi-Weekly	1,933.28	2,030.40	2,125.84	2,224.88	2,334.88	2,450.32	2,498.24	2,522.08	2,522.08	2,598.40
	Annual	50,265	52,790	55,272	57,847	60,707	63,708	64,954	64,954	65,574	67,558
18	Hourly	25.886	27.136	28.393	29.805	31.179	32.718	33.387	33.387	33.703	34.747
	Bi-Weekly	2,070.88	2,170.88	2,271.44	2,384.40	2,494.32	2,617.44	2,670.96	2,696.24	2,696.24	2,779.76
	Annual	53,843	56,443	59,057	61,994	64,852	68,053	69,445	69,445	70,102	72,274

	1ST	2ND	3RD	4TH	5TH	AFTER 2 YEARS AT RATE & 10	AFTER 1 YR AT 1ST YR AT 2ND YR AT 3RD	AFTER 1 YR AT 2ND YR AT 3RD	AFTER 1 YR AT 3RD
19									
Hourly	28.393	29.805	31.179	32.718	34.264	35.907	36.453	36.808	37.923
Bi-Weekly	2,271.44	2,384.40	2,494.32	2,617.44	2,741.12	2,872.56	2,916.24	2,944.64	3,033.84
Annual	59,057	61,994	64,852	68,053	71,269	74,687	75,822	76,561	78,880
20									
Hourly	31.179	32.718	34.264	35.907	37.602	39.438	40.017	40.404	41.623
Bi-Weekly	2,494.32	2,617.44	2,741.12	2,872.56	3,008.16	3,155.04	3,201.36	3,232.32	3,329.84
Annual	64,852	68,053	71,269	74,687	78,212	82,031	83,235	84,040	86,576
21									
Hourly	34.264	35.907	37.602	39.438	41.309	43.319	43.961	44.399	45.746
Bi-Weekly	2,741.12	2,872.56	3,008.16	3,155.04	3,304.72	3,465.52	3,516.88	3,551.92	3,659.68
Annual	71,269	74,687	78,212	82,031	85,923	90,104	91,439	92,350	95,152
22									
Hourly	37.602	39.438	41.309	43.319	45.331	47.516	48.214	48.693	50.152
Bi-Weekly	3,008.17	3,155.08	3,304.73	3,465.50	3,626.52	3,801.32	3,857.09	3,895.44	4,012.14
Annual	78,212	82,032	85,923	90,103	94,289	98,834	100,284	101,281	104,316
23									
Hourly	39.438	41.309	43.319	45.331	47.516	49.880	50.619	51.124	52.669
Bi-Weekly	3,155.04	3,304.72	3,465.52	3,626.48	3,801.28	3,990.40	4,049.52	4,089.92	4,213.52
Annual	82,031	85,923	90,104	94,288	98,833	103,750	105,288	106,338	109,552

Effective January 1, 2011

**SCHEDULE I- GENERAL
BUREAU OF HUMAN RESOURCES
UNION**

<u>GD</u>		<u>AFTER 1</u>					<u>AFTER 2</u>					<u>AFTER 1</u>							
		<u>1ST</u>	<u>2ND</u>	<u>3RD</u>	<u>4TH</u>	<u>5TH</u>	<u>YEARS AT</u>	<u>STEP</u>	<u>5TH STEP</u>										
9	Hourly	13,271	13,874	14,548	15,251	15,954	16,713	17,118	17,918	18,260	18,453	18,999	19,675	19,857	20,466	21,188	21,361	21,918	22,518
	Bi-Weekly	1,061.68	1,109.94	1,163.85	1,220.05	1,276.33	1,337.02	1,369.41	1,433.46	1,460.78	1,476.24	1,519.93	1,574.00	1,588.56	1,637.31	1,685.24	1,702.09	1,753.87	1,805.86
	Annual	27,604	28,859	30,260	31,721	33,184	34,763	35,605	37,270	37,980	38,382	39,518	40,924	41,302	42,570	43,816	44,254	45,601	46,976
10	Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,718	19,518	20,318	21,118	21,918	22,718	23,518	24,318	25,118	25,918	26,718	27,518
	Bi-Weekly	1,137.27	1,190.35	1,246.22	1,306.67	1,369.41	1,433.46	1,460.78	1,476.24	1,519.93	1,535.39	1,550.85	1,594.50	1,609.96	1,653.61	1,685.24	1,702.09	1,753.87	1,805.86
	Annual	29,569	30,949	32,402	33,974	35,605	37,270	38,382	39,518	40,685	41,302	42,570	43,816	44,254	45,601	46,976	48,351	49,726	51,101
11	Hourly	15,251	15,954	16,713	17,493	18,359	19,289	20,269	21,188	22,108	23,028	23,948	24,868	25,788	26,708	27,628	28,548	29,468	30,388
	Bi-Weekly	1,220.05	1,276.33	1,337.02	1,399.43	1,468.72	1,543.16	1,574.00	1,588.56	1,637.31	1,652.87	1,685.24	1,702.09	1,753.87	1,770.72	1,805.86	1,841.00	1,876.14	1,911.28
	Annual	31,721	33,184	34,763	36,385	38,187	40,122	42,187	44,272	46,377	48,492	50,627	52,782	54,957	57,152	59,367	61,602	63,857	66,132
12	Hourly	16,333	17,118	17,918	18,781	19,747	20,662	21,628	22,543	23,458	24,373	25,288	26,203	27,118	28,033	28,948	29,863	30,778	31,693
	Bi-Weekly	1,306.67	1,369.41	1,433.46	1,502.50	1,579.72	1,652.93	1,685.24	1,702.09	1,753.87	1,770.72	1,805.86	1,841.00	1,876.14	1,911.28	1,946.42	1,981.56	2,016.70	2,051.84
	Annual	33,974	35,605	37,270	39,065	41,073	42,976	44,984	46,987	48,990	50,993	52,996	54,999	56,999	58,999	60,999	62,999	64,999	66,999

	AFTER 1					AFTER 2					AFTER 1				
	1ST	2ND	3RD	4TH	5TH	YEARS AT	LONGEVITY								
						RATE & 10									
13	Hourly	17,493	18,359	19,289	20,219	21,135	22,193	22,635	22,853	22,853	22,853	22,853	22,853	22,853	22,853
	Bi-Weekly	1,399.43	1,468.72	1,543.16	1,617.51	1,690.81	1,775.47	1,810.81	1,828.23	1,828.23	1,828.23	1,828.23	1,828.23	1,828.23	1,828.23
	Annual	36,385	38,187	40,122	42,055	43,961	46,162	47,081	47,534	47,534	47,534	47,534	47,534	47,534	47,534
14	Hourly	18,781	19,747	20,662	21,705	22,733	23,811	24,304	24,545	24,545	24,545	24,545	24,545	24,545	24,545
	Bi-Weekly	1,502.50	1,579.72	1,652.93	1,736.37	1,818.66	1,904.88	1,944.30	1,963.61	1,963.61	1,963.61	1,963.61	1,963.61	1,963.61	1,963.61
	Annual	39,065	41,073	42,976	45,146	47,285	49,527	50,552	51,054	51,054	51,054	51,054	51,054	51,054	51,054
15	Hourly	20,219	21,135	22,193	23,293	24,462	25,613	26,130	26,397	26,397	26,397	26,397	26,397	26,397	26,397
	Bi-Weekly	1,617.51	1,690.81	1,775.47	1,863.40	1,956.98	2,049.01	2,090.40	2,111.75	2,111.75	2,111.75	2,111.75	2,111.75	2,111.75	2,111.75
	Annual	42,055	43,961	46,162	48,449	50,882	53,274	54,350	54,905	54,905	54,905	54,905	54,905	54,905	54,905
16	Hourly	21,705	22,733	23,811	24,950	26,155	27,367	27,931	28,201	28,201	28,201	28,201	28,201	28,201	28,201
	Bi-Weekly	1,736.37	1,818.66	1,904.88	1,996.00	2,092.36	2,189.38	2,234.45	2,256.04	2,256.04	2,256.04	2,256.04	2,256.04	2,256.04	2,256.04
	Annual	45,146	47,285	49,527	51,896	54,401	56,924	58,096	58,657	58,657	58,657	58,657	58,657	58,657	58,657
17	Hourly	23,293	24,462	25,613	26,806	28,131	29,522	30,099	30,387	30,387	30,387	30,387	30,387	30,387	30,387
	Bi-Weekly	1,863.40	1,956.98	2,049.01	2,144.47	2,250.48	2,361.73	2,407.95	2,430.93	2,430.93	2,430.93	2,430.93	2,430.93	2,430.93	2,430.93
	Annual	48,449	50,882	53,274	55,756	58,513	61,405	62,607	63,204	63,204	63,204	63,204	63,204	63,204	63,204
18	Hourly	24,950	26,155	27,367	28,728	30,052	31,535	32,180	32,485	32,485	32,485	32,485	32,485	32,485	32,485
	Bi-Weekly	1,996.00	2,092.36	2,189.38	2,298.25	2,404.18	2,522.79	2,574.41	2,598.79	2,598.79	2,598.79	2,598.79	2,598.79	2,598.79	2,598.79
	Annual	51,896	54,401	56,924	59,755	62,509	65,593	66,935	67,568	67,568	67,568	67,568	67,568	67,568	67,568

	1ST	2ND	3RD	4TH	5TH	AFTER 1			AFTER 2				
						YR AT 1ST	LONGEVITY RATE & 10	YR AT 2ND	LONGEVITY RATE & 15	YR AT 3RD	LONGEVITY RATE & 20		
19	Hourly	27.367	28.728	30.052	31.535	33.026	34.609	35.135	35.478	36.552			
	Bi-Weekly	2,189.38	2,298.25	2,404.18	2,522.79	2,642.06	2,768.68	2,810.81	2,838.21	2,924.19			
	Annual	56,924	59,755	62,509	65,593	68,694	71,986	73,081	73,794	76,029			
20	Hourly	30.052	31.535	33.026	34.609	36.243	38.013	38.571	38.944	40.119			
	Bi-Weekly	2,404.18	2,522.79	2,642.06	2,768.68	2,899.40	3,041.08	3,085.66	3,115.52	3,209.50			
	Annual	62,509	65,593	68,694	71,986	75,384	79,068	80,227	81,003	83,447			
21	Hourly	33.026	34.609	36.243	38.013	39.816	41.753	42.372	42.794	44.093			
	Bi-Weekly	2,642.06	2,768.68	2,899.40	3,041.08	3,185.29	3,340.22	3,389.79	3,423.49	3,527.46			
	Annual	68,694	71,986	75,384	79,068	82,818	86,846	88,135	89,011	91,714			
22	Hourly	36.243	38.013	39.816	41.753	43.693	45.799	46.471	46.933	48.339			
	Bi-Weekly	2,899.40	3,041.08	3,185.29	3,340.22	3,495.48	3,663.90	3,717.65	3,754.62	3,867.10			
	Annual	75,384	79,068	82,818	86,846	90,882	95,261	96,659	97,620	100,544			
23	Hourly	38.013	39.816	41.753	43.693	45.799	48.077	48.789	49.276	50.765			
	Bi-Weekly	3,041.08	3,185.29	3,340.22	3,495.48	3,663.90	3,846.15	3,903.09	3,942.11	4,061.21			
	Annual	79,068	82,818	86,846	90,882	95,261	100,000	101,480	102,495	105,591			

APPENDIX "B-1" DRUG-FREE WORKPLACE POLICY

EFFECTIVE 12/20/02

TABLE OF CONTENTS

I.	PURPOSE.....	2
II.	POLICY STATEMENT.....	3
III.	MANAGEMENT RESPONSIBILITIES.....	6
IV.	EMPLOYEE RESPONSIBILITIES.....	7
V.	CONFIDENTIALITY.....	7
VI.	TESTING LABORATORY.....	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

I. PURPOSE

The illegal manufacture, distribution, dispensing, sale, transfer, possession or use of drugs or controlled substances is prohibited by federal, state and local law. The Federal Drug-Free Workplace Act of 1988, Title 41, Sections 702-704 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.

- 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;
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;
 - 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

EFFECTIVE 12/20/02

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

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

IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking prescribed drugs which could 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.
- 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.

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.

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.
- D. 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.

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.

- 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.

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 "B-2" DRUG-FREE WORKPLACE POLICY
MANDATORY GUIDELINES FOR FEDERAL WORKPLACE DRUG TESTING
PROGRAMS
(53 FR 11979, 11989)

EFFECTIVE 12/20/02

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 PROCEDURES.....	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 (0- 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.
- (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 how 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 incase 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: AH 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.....	₃ 2000.....	₃ 2000
Propoxyphene.....	300.....	200

1 Benzoyllecgonine

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.

APPENDIX C - COOK COUNTY HEALTH PLAN DESIGN

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:	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
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 deductible	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 Deductible 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/liferime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	100%	100%		

**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 between the generic and the formulary/non-formulary drug ; in cost

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 11/30/07	Contribution Effective 6/1/08	Contribution Through 11/30/07	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%	2.5%	2.0 %
Employee plus Family	.5 %	1.25%	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	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 \$3 00 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		
Deductible	\$1,500 per person; per year	
	\$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	60 % 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 denial provider benefit payment, in addition to the deductible and co-insurance.

APPENDIX D - Dues Authorization Form

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

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

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



APPENDIX E – GRIEVANCE FORM

(use additional sheets if necessary)

Date Filed: _____

Unit: _____

Grievant's Name _____
Last First M.I.

STEP ONE

Date of Incident or Date Known of facts Giving Rise to Grievance: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOPLC Representative

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reason for Advancing Grievance: _____

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX F - Secondary Employment



**Sheriff's Office
COOK COUNTY, ILLINOIS
SHERIFF'S ORDER**

	ISSUANCE DATE	EFFECTIVE DATE	NO.
	04 DEC 07	09 DEC 07	07-2
SUBJECT	DESCRIPTION	RECORDS	
SECONDARY EMPLOYMENT	G		
RELATED DIRECTIVES		AGREES	

I. PURPOSE

This order establishes the policy and procedures to be followed relating to secondary employment. This order delineates the circumstances under which the Cook County Sheriff's Office employees may engage in approved secondary employment, and enumerates certain restrictions pertaining to secondary employment.

II. POLICY

The Cook County Sheriff's Office shall require all sworn and civilian employees to confirm their secondary employment status on an annual basis. All Secondary Employment requests shall be impartially evaluated and approved or denied within the guidelines of this order. The Sheriff's Office may revoke secondary employment for cause at any time. This procedure is essential to the integrity and operational efficiency of the Sheriff's Office, and for the protection of its employees, the community and the organization, itself. Any conflict of interest will be resolved in favor of the Sheriff's Office.

III. ENCLOSURE

- A. Secondary Employment Request form (FCN-3)(Dec. 07)
- B. Indemnity Agreement (FCN-4)(Dec. 07)

IV. DEFINITIONS

Secondary Employment, as addressed herein, is any activity, external from CCSO operations, for which a CCSO employee is compensated in salary, wages, commission, fees or other value, for services performed for an employer or in a self-employed status. For purposes of clarification, the following activities are not considered secondary employment:

- A. Ownership or transfer of stocks, bonds, or other such instruments in which the employee has a personal interest, but not as a stockbroker or in a similar fiduciary capacity.
- B. Ownership or transfer of real estate in which the employee has a personal interest. For purposes of clarification, acting as a real estate broker, agent or salesperson is considered secondary employment.

- C. Receipt of alimony, separate maintenance, or dependant support payments.
- D. Receipt of annuities, pensions, or income from life insurance or endowment contracts.
- E. Receipt of fees for acting as executor, administrator or conservator of any estate, or for acting as a guardian ad litem or trustee.
- F. Receipt of any inheritance or bequest from any estate or receiving income as a result of a beneficial interest in any trust.

V. RESPONSIBILITY

The duties and obligations of employees to the Cook County Sheriff's Office (CCSO) take priority over any other employment. Employees engaging in secondary employment are reminded that their primary responsibility is to the CCSO. All employees are subject to recall at any time under emergency conditions; secondary employment will not infringe upon this obligation.

VI. PROCEDURE

The Sheriff's Office will require all employees to complete a Secondary Employment Form no later than December 31 of each year. All approval of secondary employment will expire at 2400 hours on 31 January of each year. CCSO employees desiring to continue their ongoing secondary employment in the following calendar year will resubmit their request for approval in December of the current calendar year. The Department will accept a previously executed Indemnity Agreement unless the Department requires the employee to file a new one.

- A. Prior to accepting or commencing any secondary employment, permission must be obtained through the chain of command from the Department Head. Applicants must complete a Secondary Employment Request form and submit the completed document to their immediate supervisor at least fourteen (14) days prior to the effective date of employment (except as provided in V-1 of this order). In emergencies, each Department may approve secondary employment requests submitted less than fourteen (14) days prior to the effective date of the employment.
- B. CCSO employees applying for approval of secondary employment in any security, traffic control or law enforcement related employment shall, in addition to fulfilling all of the requirements pertaining to secondary employment, provide an Indemnity Agreement signed by the prospective employer and accompanied by proof of insurance or self-insurance, assuring the Indemnity Agreement by such secondary employer. No security related secondary employment shall be approved or permitted under any circumstances until a properly executed

Indemnity Agreement and proof of insurance is received by the affected Department Head. An officer of the business or government agency authorized to enter into such an agreement must execute the Indemnity Agreement.

- C. As a condition of receiving approval of a Secondary Employment Request Form, the applicant employee will authorize the release of all employment information to the CCSO upon request of the Sheriff, Office of Professional Review, appropriate Department Head or Director of Personnel.
- D. The requesting employee's immediate Supervisors will review the Secondary Employment Request form and forward the same with attached documentation and recommendation(s) through the chain of command to the appropriate Department Head. The Department Head will review the request and all attached documentation and recommendations for final decision. All supervisors reviewing requests for secondary employment will consider any restrictions or limitations established by this order, the applicant's departmental General Orders or applicable collective bargaining agreement.
- E. All approved secondary employment will be subject to continual and regular review by supervision. Reviews will be submitted through the chain of command and documented in an appropriate manner by the employee's Department Head. This review will include consideration of the following factors to determine revocation of secondary employment.
1. Any restrictions or limitations established by this order, the applicant's departmental General Orders or applicable collective bargaining agreement.
 2. Any disciplinary history, or attendance of the requesting employee relevant to secondary employment including but not limited to revocation of law enforcement powers (if secondary employment is security related). In addition, the affected Department Head shall ensure that a review will be completed upon the occurrence of relevant disciplinary action or attendance deficiency and upon any change in the employee's employment status relevant to discipline (i.e. de-deputized, etc.).
 3. Employment status changes, including injury on duty, duty accommodations / restrictions, ordinary disability, medical leave, Family and Medical Leave of Absence act (FMLA), etc.
- F. The employee's Department Head shall ensure that a review will be completed upon the occurrence of any change in employment status (i.e. injury on duty, ordinary disability, duty restriction/accommodation, medical leave, FMLA, etc.). Supervisors are required to request suspension of the approved Secondary Employment Request Form for all medical leaves through the chain of

command. Reinstatement of the Secondary Request will be considered upon expiration of all medical leaves.

- G. If the secondary employment interferes with the employee's ability to perform his/her duties within the CCSO or impairs his/her job performance in any manner, supervisors are required to request revocation of the approved Secondary Employment Request Form through the chain of command.
- H. If the employee fails to comply with any of the conditions or regulations set forth herein, permission to engage in secondary employment may be revoked.
- I. Department Heads will immediately advise affected employees of any revocation of secondary employment approval in writing.
- J. Department Heads will notify the affected employee, in writing, of approval of secondary employment.

VII. RESTRICTIONS AND LIMITATIONS ON SECONDARY EMPLOYMENT

Secondary Employment is prohibited under the following conditions unless expressly authorized in writing by the appropriate Department Head or designee.

- A. When the agency, business, firm, or establishment for which the CCSO employee intends to work is not properly registered, licensed or insured as required by law.
- B. When the employee is a probationary employee, except following promotions within departments (i.e. Officer to Sergeant, Sergeant to Lieutenant, etc.).
- C. Where there is use of Cook County Sheriff's Office official law enforcement authority, equipment, records, documents, files, vehicles or CCSO services as a condition of employment.
- D. When, the secondary employment requires or implies that the CCSO employee represents himself/herself as a sworn CCSO employee, uses a department vehicle or wears the prescribed department uniform or clothing with the CCSO name or logo, except when the affected employee has requested and received written consent of the Sheriff or appropriate Department Head permitting such appearance during secondary employment.

NOTE: Employees must request this accommodation in advance, by written submission explaining the nature of employment and the reason for this accommodation.

- E. When the secondary employment will tend to bring either the department or department employee into disrespect or disfavor; or cause the employee in any

way or manner to violate departmental rules or regulations, or any federal, state, county or municipal law or ordinance.

- F. When secondary employment is in an establishment where the primary business is the sale of intoxicating liquor or gambling and: the employment is security related, or
1. the employment includes serving as a bartender and/or dispensing intoxicating liquor, or
 2. the employment includes serving as a cocktail waiter/waitress, or
 3. the CCSO deems that the employment will bring discredit upon the department.

NOTE: For purposes of this order, secondary employment "in an establishment where the primary business is the sale of intoxicating liquor or gambling" includes working outside the establishment (i.e. parking lot, sidewalk, etc.).

- G. When secondary employment working conditions (including hours of work or location) would tend to impair the employee's efficiency, capabilities as an employee or interfere with the employee's ability to respond to emergency calls.
- H. When the secondary employment poses a conflict of interest (i.e. acting as an agent of a party pursuing legal action against the CCSO, etc.).
- I. When the CCSO employee is engaged in a security related secondary employment capacity at the site of a labor dispute, secondary employment will be prohibited for the duration of the job action.

NOTE: The relevant Department Head has the discretion to suspend this restriction.

- J. When the secondary employment involves the use of a CCSO canine for any purpose.
- K. When the secondary employment will bring discredit upon the CCSO.

VIII. RESPONSIBILITY TO THE DEPARTMENT

CCSO Employees engaged in approved secondary employment must ensure that the following regulations are strictly complied with:

- A. All CCSO employees engaging in secondary employment of any type shall recognize their primary responsibility to the Sheriff's Office and realize that they are subject to call at any time for emergencies, special assignments or overtime

duty, and that their secondary employment cannot infringe upon this primary obligation.

- B. CCSO employees shall ensure that the Secondary Employment Request form is accurate and current at all times. Any cancellation in secondary employment will require that the employee notify the appropriate Department Head via written report through the chain of command of such cancellation. Changes in secondary employment will require that the employee submit a new Secondary Employment Request Form following the procedures set forth in this order.
- C. If the secondary employment involves a labor controversy of any nature, the CCSO employee must immediately notify the appropriate Department Head through the chain of command of the nature of such controversy.

IX. GENERAL

- A. Preferential treatment by the CCSO or its employees shall not be afforded to the employer(s) of CCSO employees engaging in secondary employment.
- B. The CCSO will not be liable for the actions or omissions of an employee during actual work hours in secondary employment.
- C. CCSO employees engaged in a security employment capacity will not request or be credited with regular salary or overtime for court related activities (i.e. court appearances, depositions etc.) occurring as a consequence of secondary employment activities.

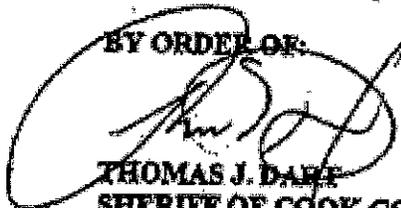
X. DISCIPLINARY ACTION

Disciplinary procedures will be initiated, in accordance with applicable General Orders and/or collective bargaining agreements, for any CCSO employee found to be in violation of this order.

XI. APPLICABILITY

This order is applicable to all CCSO employees and is for strict compliance.

BY ORDER OF:



THOMAS J. DARR
SHERIFF OF COOK COUNTY



**SHERIFF OF COOK COUNTY
SECONDARY EMPLOYMENT**

Date Submitted:		<input type="checkbox"/> NEW REQUEST <input type="checkbox"/> REQUEST RENEWAL <input type="checkbox"/> STATUS CONFIRMATION	
Name:		Star:	
Rank:	Division/Section:	Shift/Hour(s):	
Employer or Self Employed:			
Do you work secondary employment?		If answered YES, please continue to complete the entire form.	
<input type="checkbox"/> YES <input type="checkbox"/> NO			
Address:		Telephone:	
Type of Work:		Security/Traffic Control/Law Enf. Related? <input type="checkbox"/> YES <input type="checkbox"/> NO	
In Dept. Uniform? <input type="checkbox"/> YES <input type="checkbox"/> NO	Number of Hours per day:	Salary:	
List the specific hours you will be working:			
Mon: _____ to _____	Tues: _____ to _____	Wed: _____ to _____	
Thurs: _____ to _____	Fri: _____ to _____	Sat: _____ to _____	Sun: _____ to _____
Total Hours per week:			
Are you currently de-certified? <input type="checkbox"/> YES <input type="checkbox"/> NO		Indemnity Agreement attached? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Does your employer (secondary employment) require you to carry a firearm during your course of duty? <input type="checkbox"/> YES <input type="checkbox"/> NO		Most recent firearms qualification date:	
Do you have other secondary employment forms on file for this year? <input type="checkbox"/> YES <input type="checkbox"/> NO		If yes, how many?	
*Describe duties:			
The undersigned authorizes _____ (employer) to release any and all of the undersigned's employment related information to the Cook County Sheriff's Office upon request.			
The undersigned agrees to and has attached the executed Indemnity Agreement and proof of insurance to this request (if this is a request to engage in security, traffic control or law enforcement related employment).			
The undersigned further agrees that he/she has read and understands the provisions of the current General Order on Secondary Employment and the member's respective union contract, if applicable, setting forth the conditions under which employees may engage in secondary employment. The undersigned agrees that in the event these conditions are not strictly complied with that he/she will surrender this privilege of so working and the permission which is evidence of this privilege.			
The Undersigned certifies that all information in this Statement of Secondary Employment and on any other documents he/she has submitted for Secondary Employment is true and complete.			
Date:	Applicant's Signature:		

**SECONDARY EMPLOYMENT REQUEST
(Continued)**

Respective reviewing members shall enter their comments and recommendations, then forward this form through the department chain of command (completed original form to be forwarded to the Personnel Division). A photocopy of the Final Disposition shall be tendered to the requesting member informing him/her of their Secondary Employment Status. (Minimum of 3 supervisor signatures and star numbers)

1 st Level Supervisor	Name:	Rank/Title:	Date:	Recommendation Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			
2 nd Level Supervisor	Name:	Rank/Title:	Date:	Recommendation Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			
3 rd Level Supervisor	Name:	Rank/Title:	Date:	Recommendation Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			
4 th Level Supervisor	Name:	Rank/Title:	Date:	Recommendation Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			
5 th Level Supervisor	Name:	Rank/Title:	Date:	Recommendation Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			
6 th Level Supervisor	Name:	Rank/Title:	Date:	Final Disposition Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Signature:		Star No:	
	Comments:			

INDEMNITY AGREEMENT

Agreement made this day, _____, between _____, of _____, of the City of _____, County of _____

State of Illinois, herein referred to as indemnitor, and the County of Cook, a body politic and corporate, herein referred to as indemnitee.

In consideration for indemnitor's permission to allow the herein named employee of Cook County to be employed in any capacity for indemnitor, it is hereby agreed:

SECTION ONE

Indemnitor undertakes to indemnify indemnitee against any and all claims, suits, actions, damages, costs, charges and expenses, including court costs and attorney's fees and against all liability, losses and damages of any nature whatsoever, that indemnitee shall or may at any time be put to by reason of the secondary employment of _____

SECTION TWO

Indemnitor agrees to defend indemnitee against any claims brought or actions filed against indemnitor and/or indemnitee with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed. In case a claim shall be brought or any action be filed with respect to the subject indemnity herein, indemnitor agrees that indemnitee may employ attorneys of its own selection to appear and defend its claim or action on behalf of the indemnitee, at the expense of indemnitor.

SECTION THREE

Indemnitee agrees to notify indemnitor in writing, within 30 days, by registered mail, at indemnitor's address as stated in this agreement, of any claim made against indemnitee on the obligations indemnified against. Notification shall be effective on the date of mailing.

SECTION FOUR

Indemnitor agrees to reimburse indemnitee for any necessary expenses, attorney's fees, or costs incurred in the enforcement of any part of this indemnity agreement.

SECTION FIVE

Indemnitor agrees to pay indemnitee interest at the rate of six percent (6%) per annum on the amount of the loss indemnified against, from the date of the loss until such amount, plus interest, is paid. Indemnitor further agrees to pay indemnitee interest at the same rate on any sums indemnitee is obliged to pay, either in the enforcement of this agreement, or as advance payment or any other payment of any of the loss indemnified against, from the date of such payments until such sums, including interest, are paid.

SECTION SIX

There shall be no modification or change in the terms of this agreement without the written approval of the indemnitee. Cancellation of this agreement may only occur when the indemnitor no longer employs _____ and only upon written acceptance thereof by indemnitee. Cancellation shall not relieve indemnitor from liability for claims, regardless of when made, resulting from occurrences which took place during the period of this agreement.

In witness whereof, the parties have executed this agreement at _____

on this day _____

(Employer's Signature)

(Corporate Title)

	COOK COUNTY DEPARTMENT OF CORRECTIONS GENERAL ORDERS	DISTRIBUTION A	EFFECTIVE DATE 12/09/07	GENERAL ORDER NO. 3.17
	CHAPTER: Personnel	AMENDS: None	RESCINDS: 3.17-Eff. 06/10/06	
SUBJECT: Secondary Employment			PAGE (S): 1 of 10	
A.C.A. REFERENCE: None		ILCS REFERENCE: None		

See Attached:

Secondary Employment

Sheriff's Office General Order #07-2

Effective Date: 12/09/07

AUTHORIZED BY:



Executive Director - Salvador A. Godinez

12/11/07
Date