

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN**

**Illinois Fraternal
Order of Police
Labor Council**

And

**Cook County State's
Attorney's Office**

December 1, 2004 through November 30, 2008

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PREAMBLE

This Agreement is entered into by and between the Cook County State's Attorney's Office (hereinafter referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council, representing the Investigators (hereinafter referred to as "Employee" or investigator") in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of the parties to work together and to provide and maintain satisfactory terms and conditions of employment.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I RECOGNITION

Section 1.1: Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on all matters relating to wages, hours and all other terms and conditions of employment for all Investigators in the bargaining unit as follows:

All full-time Cook County State's Attorney's Investigator SA1s and SA2s working for the Cook County State's Attorney Office, in accordance with the Illinois State Labor Relations Board Case number S-RC-96-105.

Excluded from the bargaining unit are all other employees employed by the Cook County State's Attorney's Office as well as supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act.

Section 1.2: Part-Time Investigators

The Employer will not utilize the services of part time investigators to displace or replace bargaining unit investigators. Nothing in this section shall apply to the complaint desk, finger print room or evidence vault. Prior to using any part time investigators to perform bargaining unit work, the employer will notify the Council and provide the Council with an opportunity to negotiate in good faith over the matter. At no time will the number of part time investigators exceed ten (10) part time investigators. The part time investigators will be limited to monitoring non-consensual overhears, duplication of audio and video tapes and all technical services. Part time investigators will not be used to reduce the regular hours of work of bargaining unit investigators or for the purpose of avoiding overtime compensation for bargaining unit investigators.

Section 1.3: Probationary Period

The probationary period for all Investigators hired after the date that this Agreement is signed shall be one (1) year. For newly-hired Investigators who have no prior law enforcement experience and are required by the State Training Board to attend basic training at a certified law enforcement academy, this one (1) year period will begin

when the Investigator successfully completes the basic training or eighteen (18) months from the date of hire, whichever is sooner. During the probationary period, Investigators shall have no seniority, but shall be entitled to all other benefits of this Agreement, provided that probationary Investigators shall not be entitled to challenge disciplinary action, including discharge, pursuant to this Agreement.

ARTICLE II COUNCIL DUES DEDUCTION

Section 2.1: Dues Deduction

During the term of this Agreement, the Employer will deduct from each Investigator's paycheck, the appropriate Council dues for each Investigator who has filed with the Employer a written authorization form. (Attached hereto as appendix D) The Employer shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council.

The Employer agrees to provide newly hired Investigators with a dues deduction form within 10 days of their hire date and further agrees to notify the Council of any change in Investigator status including but not limited to new hires, resignations, etc. within 30 days of the effective date.

During the term of this Agreement, the Council may change the fixed, uniform dollar amount by providing the Employer 30 days notice of any such change.

If an Investigator has no earnings or insufficient earnings to cover the amount of dues deduction, the Council shall be responsible for the collection of that Investigator's dues. The Council agrees to refund to the Investigators, any amounts paid to the Council in error on account of this dues deduction provision. An Investigator may revoke his/her voluntary dues deduction by notifying the Council and the Employer by certified mail - return receipt requested and providing 30 days advance notice.

Section 2.2: Fair Share Deduction

During the term of this Agreement, Investigators covered by the terms of this Agreement, who are not members of the Council shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Council for collective bargaining and labor agreement administration services rendered by the Council. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Council. The Council shall submit to the Employer a list of members covered by this Agreement who are not members of the Council and an affidavit which specifies the amount of the fair share fee. The fair share fee shall not include contributions related to the election or support of any candidate for political office or for any member only benefit.

The Council agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Section 2.3: Indemnification

The Illinois Fraternal Order of Police Labor Council agrees to indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and

employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written deduction authorization furnished under this Article, including Employer's reasonable and necessary attorney's fees incurred in defending any of said claims, actions, complaints, suits or other forms of liability, and in enforcing the terms of this Article.

ARTICLE III COUNCIL RIGHTS

Section 3.1: Activity During Working Hours

Investigators shall, after giving appropriate notice to the Employer, be allowed reasonable time off with pay, if scheduled to work, to attend grievance hearings or grievance meetings, if their attendance is reasonably necessary.

Section 3.2: Access to Worksites by Council Representatives

The Employer agrees that representatives from the Council shall have reasonable access to the premises of the Employer to conduct legitimate Union business after securing prior approval from the Employer, which shall not be unreasonably denied or withheld. Council representatives shall make every reasonable effort to conduct their business without interfering with the operations of the Employer.

Section 3.3: Attendance at Council Meetings

Upon prior approval, which shall not be unreasonably denied, the Employer agrees that authorized local representatives of the Council shall be permitted reasonable time off without pay to attend general, executive and special meetings of the Council if their attendance is necessary. Investigators may utilize compensatory time off, vacation or personal days to attend such meetings.

Section 3.4: Delegates

Upon prior approval, up to five (5) Investigators chosen by the Council to attend a Fraternal Order of Police or Illinois Fraternal Order of Police Labor Council seminar or meeting (not to exceed four working days) may be allowed to attend and use available paid time off options to do so (i.e., compensatory time off or vacation), provided that such attendance does not interfere with the Employer's operations. Prior permission to attend such meetings or seminars will not be unreasonably denied. Such meetings or seminars shall be limited to a maximum of two (2) per calendar year.

ARTICLE IV NO STRIKE

Section 4.1: No Strike Commitment

Neither the Council, nor any Investigator will call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slowdown, refusal to cross picket lines while working, or withholding of services of any type or any other job action related to a labor dispute.

Section 4.2: No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Council.

Section 4.3: Resumption of Operations

In the event of action prohibited by Section 4.1, the Council shall immediately disavow such action and request the Investigators to return to work, and shall use its best efforts to achieve a prompt resolution of normal operations. All Investigators who hold a position of authority in the Council, hold a position of special trust and have a responsibility to stay at work and use their best efforts to encourage other Investigators to return to work.

Section 4.4: Council Liability

Upon the failure of the Council to comply with the provisions of Section 4.3, any agent or official of the Council who is an Investigator covered by this Agreement may be subject to the provisions of Section 4.5.

Section 4.5: Discipline of Strikers

Any Investigator who violates the provisions of Section 4.1 of this Article shall be subject to discipline up to and including discharge. Any action taken against an Investigator who participates in action prohibited by Section 4.1 of this Article shall not be subject to the grievance procedure except that the issue of whether an Investigator in fact participated in an action prohibited by Section 4.1 shall be subject to the grievance and arbitration procedure.

Section 4.6: Judicial Restraint

Nothing contained in this Article shall preclude either party from obtaining judicial restraint and damages in the event that either party violates this Article.

ARTICLE V DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 5.1: Definition of a Grievance

A grievance is defined as a dispute between the Employer and an Investigator or the Council regarding the application, meaning or interpretation of this Agreement.

Section 5.2: Representation

Grievances may be processed by the Investigator or the Council on behalf of an Investigator or group of Investigators. The Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Council representation at any step of the grievance procedure.

Section 5.3: Procedure

STEP 1 Any Investigator or Council representative, who has a grievance, shall submit the grievance in writing (on the form attached hereto as Appendix E) to the Line Supervisor. The grievance shall contain a statement of facts and circumstances, the provision(s) of the Agreement alleged to have been violated, how they have been violated, and the relief sought. All grievances shall be filed within seven (7) calendar days from the date of occurrence or seven (7) calendar days from the date which the grievant could reasonably have learned of the circumstances which give rise to the

grievance. The Line Supervisor shall offer to discuss the grievance with the grievant and/or the Council at a mutually agreed upon date and time within seven (7) calendar days after receiving the grievance. Thereafter, the Line Supervisor shall render a written response to the grievant within seven (7) calendar days after receipt of the grievance. A grievance not timely filed shall be deemed waived.

STEP 2 If no response is received or the grievance is not settled at step #1, and the grievant wishes to appeal the decision at step #2, the grievance shall be submitted in writing to the Senior Supervisor within seven (7) calendar days after receipt of the response at step #1, or when a response should have been received at step #1. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #1. The Senior Supervisor shall then hold a meeting with the parties involved in the grievance at a reasonably convenient time, and at a mutually agreed upon location within fourteen (14) calendar days after receiving the grievance. The Senior Supervisor shall then respond to the grievance, in writing, within seven (7) calendar days after conducting such meeting.

STEP 3 If no response is received or the grievance is not settled at step #2, and the grievant wishes to appeal the decision at step #3, the grievance shall be submitted in writing to the Chief Investigator within seven (7) calendar days after receipt of the response at step #2, or when a response should have been received at step #2. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #2. The Chief Investigator or Deputy Chief Investigator shall then hold a meeting with the parties involved in the grievance at a reasonably convenient time, and at a mutually agreed upon location, within fourteen (14) calendar days after receiving the grievance. The Chief Investigator Deputy Chief Investigator shall then respond to the grievance, in writing, within fourteen (14) calendar days after conducting such meeting.

STEP 4 If no response is received or the grievance is not settled at step #3, and the Council wishes to appeal the decision at step #4, the grievance shall be submitted in writing to the State's Attorney or his designee within seven (7) calendar days after receipt of the response at step #3, or when a response should have been received at step #3. The grievance shall set forth the facts and circumstances and shall state the reason for believing that the grievance was improperly denied at step #3. The State's Attorney or his designee shall then investigate the grievance, and will hold a meeting with the parties involved in the grievance at a reasonably convenient time, within twenty-eight (28) calendar days after receiving the grievance. The State's Attorney or his designee shall then respond to the grievance, in writing, within fourteen (14) calendar days after conducting such meeting.

STEP 5 If the grievance is not settled at step #4, and the Council wishes to appeal the grievance, it may refer the matter to arbitration in writing within fourteen (14) calendar days of receipt of the State's Attorney's response at step #4, or when a response should have been received at step #4. The arbitration shall proceed in the following manner:

A. A representative of the Employer and the Council shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Each party shall have the right to reject one list in its entirety. The arbitrator shall be selected

from the list of seven (7) by alternate strikes by the Employer and the Council. The winner of a "coin toss" shall determine the first to strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a letter from either the Employer and/or the Council. The letter shall request the arbitrator to set a time and date for hearing the grievance, subject to availability on the part of the Employer and the Council. Hearings shall be conducted within the County of Cook at a mutually agreed upon location.

B. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer and the Council shall have the right to request the arbitrator to require the presence of witnesses and documents with each party bearing their own expense. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally between the Employer and the Council. Cost of arbitration shall include the arbitrators fees, room cost and transcription costs for the arbitrator's transcript if so requested by the arbitrator. Each party shall bear the cost of its own transcript if they require one.

C. The decision and award of the arbitrator shall be made within thirty (30) days following the end of hearings or the submission of briefs, whichever is later and shall be final and binding on the parties involved. The arbitrator shall have the right to hear more than one (1) grievance. The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision not consistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.

ARTICLE VI DISCIPLINE

Section 6.1: Disciplinary Standard

Disciplinary action shall be imposed upon an Investigator only for just cause. Disciplinary action shall include actions whereby an Investigator is discharged, suspended or reprimanded, including written and oral reprimands. Only actions taken for disciplinary or punitive purposes shall be subject to the just cause standard.

Section 6.2: Definition

The parties agree with the philosophy of progressive and corrective discipline. Disciplinary action or measures shall include the following:

- (a) oral reprimand;
- (b) written reprimand;
- (c) suspension; and
- (d) discharge.

Generally, disciplinary measures will be confined to the foregoing. However it is understood that where an Investigator abuses or misuses an Employer — issued vehicle, the Employer reserves the right to suspend and/or restrict the Investigator's use of the vehicle. Additionally, the Employer reserves the right to reassign Investigators in

connection with disciplinary action taken under this Article. No Investigator shall be demoted for disciplinary purposes. Discipline shall be imposed promptly after the Employer is aware of the event or action-giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 6.3: Manner of Discipline

If the Employer disciplines an Investigator, it shall be done in a manner that will not embarrass the Investigator before other Investigators or the public.

Section 6.4: Suspension Pending Discharge

The Employer may suspend an Investigator for up to thirty (30) calendar days with or without pay pending the decision whether charges for discharge shall be filed against the Investigator. In the event that charges are not filed, or if the Investigator is exonerated, he/she will be fully compensated for any lost wages or benefits.

Section 6.5: Pre-Disciplinary Meeting

(a) For discipline other than oral reprimands, written reprimands and suspensions of three (3) days or less, the Employer shall hold a pre-disciplinary meeting, unless waived by the Investigator. Predisciplinary meetings shall normally be held during the Investigator's work time. If arrangements for such cannot reasonably be made between the Employer and the Investigator or the Investigator's representative, the hearing shall be scheduled immediately preceding or immediately following the Investigator's shift on the Investigator's work day. An Investigator shall be paid for the time spent at the pre-disciplinary meeting unless the hearing is postponed or rescheduled at the request of the Investigator and/or the Council to a time other than immediately before, during or after the Investigator's shift.

(b) The Employer shall notify the Council of the meeting and shall inform the Council and the Investigator involved of the reasons for such contemplated disciplinary action prior to the predisciplinary meeting. Investigators shall be informed of their rights to Council representation and shall be entitled to such, if so requested by the Investigator, and the Investigator and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the Investigator does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

(c) If an Investigator chooses to grieve a discharge or suspension of more than three (3) days after a pre-disciplinary meeting, the grievance shall proceed to the fourth step of the grievance procedure. If the Investigator chooses to grieve discipline of a three (3) day suspension or less, then the grievance will proceed to step 1 of the grievance procedure.

Section 6.6: Oral Reprimands

In cases of oral reprimands, the supervisor must inform the Investigator that he is receiving an oral reprimand. The Investigator shall also be given reasons for such discipline. Notations of oral reprimands may be placed in the Investigator's personnel file.

Section 6.7: Notification and Measure of Disciplinary Action

(a) In the event disciplinary action is taken against an Investigator, other than the issuance of an oral reprimand, the Employer shall promptly furnish the Investigator and the Council in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct, which arose from the same facts and circumstances except for suspension pending discharge.

(b) An Investigator shall be entitled to have the presence of a Council representative at an Investigatory interview if he requests one and if the Investigator has reasonable grounds to believe that the interview may be used to support disciplinary action against him. The Investigator shall be notified that the investigation is complete.

Section 6.8: Cases Involving Summary Punishment

Notwithstanding the foregoing, it is agreed that oral and written reprimands shall not be subject to challenge under the grievance procedure. However, it is understood that in the event that an Investigator is suspended based in part on a prior oral or written reprimand, such reprimand(s) may be challenged through the grievance procedure in conjunction with a challenge of the suspension. Reassignments/transfers or restrictions on the use of vehicles pursuant to this Article shall be subject to the grievance procedure. It is further understood that an Investigator may attach a written response upon receipt of an oral or written reprimand in accordance with the Personnel Records Review Act.

(a) In lieu of days off without pay, an Investigator may be permitted to utilize accumulated compensatory time off to satisfy the summary punishment.

(b) The Employer shall promulgate, maintain and publicize and may, from time to time, amend reasonable guidelines which will specify a non-exclusive list of omissions or transgressions the violation of which will subject the Investigator to summary punishment action, which shall be consistently applied. Any changes to these policies shall be in writing and distributed to all Investigators covered by the Agreement.

ARTICLE VII SENIORITY

Section 7.1: Seniority Defined

(a) An Investigator who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the 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 Investigator's number of years of service for pension purposes. 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.

(b) Seniority, for the purposes of sick leave accrual, is defined as an Investigator's continuous length of full-time service as an Investigator and/or as an Investigator with Cook County.

(c) Seniority, for the purpose of vacation accrual, is defined in Article 30 of this Agreement.

(d) Seniority, for other purposes, is defined as an Investigator's continuous length of full-time service as an Investigator with the Employer. Seniority shall be used when determining layoffs. Seniority within each unit shall also govern vacation preference. Seniority shall be considered as a reasonable factor in making unit assignments and transfers. Unpaid leaves exceeding one hundred eighty (180) days shall be deducted from the total accumulated days of full-time service in determining seniority except Military leaves, leaves resulting from duty related injuries and leaves in accordance with the "Family and Medical Leave Act of 1993." All disciplinary suspensions of thirty (30) days or greater shall be deducted from seniority. If hired on the same date, seniority shall be determined by lottery.

ARTICLE VIII INVESTIGATOR RIGHTS

Section 8.1: Personal Assets

No Investigator shall be required to disclose to the Employer any items of his property, or domestic expenditures unless such information is relevant to an internal investigation or when such disclosure is required by law.

Section 8.2: Release of Information

No photograph or personal information about an Investigator will be disclosed by the Employer to the media or general public at any time during the term of this Agreement, unless the Investigator has been convicted of a criminal offense, or such disclosure is required by law. For purposes of this Section, personal information shall be defined as social security number, date of birth, names of family members, home address and telephone number. Nothing in this Section shall limit disclosure of employment-related information.

Section 8.3: Testimony

The Employer shall not compel an Investigator who is under investigation to speak to, testify before, or be questioned by any civilian review board.

Section 8.4: Investigation of Investigator

In any meeting called by the Employer, in which an Investigator reasonably believes that discipline will result from the meeting, the Investigator may request that a Council representative be present. The Law Enforcement Officer's Bill of Rights Act shall apply to any inquiry, which may lead to disciplinary action, and shall be incorporated herein by reference.

No Investigator will investigate or otherwise participate in the investigation of any Investigator covered by the terms of this Agreement.

The Employer shall not order, or otherwise cause, any investigation to be conducted on an Investigator, without reasonable suspicion that the Investigator has

engaged, or is engaging in misconduct. A personnel complaint form (Appendix B) will promptly be completed for each investigation under this Section.

If an Investigator is the subject of an investigation and the ensuing investigation fails to substantiate the complaint, the Employer will not place any information about the unsubstantiated complaint or the ensuing investigation in the Investigator's personnel file. The Employer will not take any adverse action against an Investigator based on such an unsubstantiated complaint. Investigators will be promptly notified on the completion of the investigation or sooner if practical.

Section 8.5: Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, personal clothing or wrist watch when same is damaged or destroyed as the result of the Investigator's performance of duty, provided that such property is not destroyed through the negligence of the Investigator and the property is of reasonable value. (For example, Rolex watches will not be replaced.) Such claims shall be documented by the Investigator to the reasonable satisfaction of the Investigator's supervisor.

ARTICLE IX NON-DISCRIMINATION

Section 9.1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all Investigators covered by the terms of this Agreement without regard to race, color, sex, religion, disability or national origin.

Section 9.2: Non-Discrimination.

The Employer shall not discriminate against Investigators based on race, color, sex, religion, disability or national origin of the Investigator. Nor shall the Employer discriminate against Investigators as a result of membership in the Council.

Section 9.3: Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE X IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as may be amended from time to time (51LCS315/14), or as may otherwise be mutually agreed.

ARTICLE XI LABOR-MANAGEMENT CONFERENCE

Section 11.1: Labor/Management Meetings

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between representatives of the Council and responsible representatives of the

Employer. Such meetings may be requested by either party by placing in writing a request to the other for a "labor management conference."

ARTICLE XII DRUG TESTING

Section 12.1: Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect its investigators to report for work fit and able for duty, and to refrain from using illegal drugs on duty or off duty.

Section 12.2: Prohibition

Investigators shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer premises or job sites, including all buildings, properties and vehicles; consuming or possessing illegal drugs (unless in accordance with duties) at any time on or off duty

(b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) at any time on or off duty;

(c) being under the influence of alcohol during the course of the work day or being under the influence of illegal drugs at any time on or off duty;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking which could impair the investigator's ability to perform his job.

If an on-duty tactically unavoidable situation arises which may result in a positive test (e.g. undercover investigator forced by drug dealer at gunpoint to "sample" product), the officer must report what happened in writing within 24 hours.

Section 12.3: Drug and Alcohol Testing Permitted

Where the Employer has reasonable suspicion to believe that an investigator is under the influence of alcohol during the course of the work day or illegal drugs at any time, the Employer shall have the right to require the investigator to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also implement random testing for investigators who are permanently and voluntarily assigned to a narcotics related task force, including, but not limited to, Drug Enforcement Administration, U.S. Customs and States Attorney's Narcotics Strike Force. Employees may be selected for testing by any random lottery method by which each investigator has the same chance of selection. No employee shall be required to submit to random testing more than twice per calendar year. Finally, the employer may test any investigator upon his return to work after a leave of absence of thirty days or more, or suspension or layoff of thirty days or more.

Section 12.4: Order to Submit to Testing

Refusal to submit to testing upon request will subject the investigator to discharge, even for a first refusal.

Section 12.5: Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use only a clinical laboratory or hospital facility that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to NIDA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of and the identity of each sample and test result. No investigator covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid, or hair from an investigator to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the investigator;
- (e) collect samples in such a manner as to insure security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the investigator tested with an opportunity to have the additional sample tested by a NIDA accredited clinical laboratory within 48 hours of receiving the results of the test, at the investigator's own expense;
- (h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the investigator is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that the investigator was under the influence at lesser concentrations);
- (j) if an employee is required to leave work for a drug or alcohol test, the Employer will pay the employee for time lost from scheduled work for that day, provided the employee's test results are negative.

Section 12.6: Right to Contest

The Council and/or the investigator, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or

results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure.

Section 12.7: Voluntary Requests for Assistance

The Employer shall not discipline an investigator who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, but the Employer may require reassignment of the investigator if he is then unfit for duty in his current assignment or place the employee on an unpaid leave of absence. The Employer shall make available through its Employee Assistance Program a means by which the investigator may obtain referrals and treatment. All such requests shall be confidential. However, it is the responsibility of the employee to seek assistance from the Employee Assistance Program ("EAP") before the employee is notified of a drug alcohol test pursuant to this policy, or alcohol and/or drug use leads to disciplinary action under this policy. The employee's decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action. On the other hand, using EAP will not be a defense to avoid disciplinary action where the facts proving a violation of this policy are obtained outside of the EAP.

Section 12.8: Discipline

Violation of any of the provisions of this substance abuse policy may result in termination, even for a first offense. An employee's refusal to consent to a drug/alcohol search or test under the provisions of this policy may also result in termination, even for a first refusal. An employee who is participating in a chemical dependency treatment program may be required to undergo periodic, unannounced drug/alcohol testing at any time at the sole discretion of the Employer during the treatment, and for up to one year following completion of any chemical dependency treatment program. An employee who has successfully gone through treatment and who subsequently is found to be "under the influence" or who tests positive on a periodic test as described in this substance abuse policy may be terminated.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an investigator on active status throughout the period of rehabilitation if it is appropriately determined that the investigator's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a threat to the property or safety of others or the reputation and credibility of the Employer. Such investigator shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the investigator's option, pending treatment.

Section 12.9: Definitions for the Purpose of This Policy

"Under the influence" means that the employee is affected by a drug or alcohol or the combination of a drug and alcohol in any detectable manner.

"Legal Drug" means prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

"Illegal Drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

ARTICLE XIII LAYOFF

Section 13.1: Layoff Procedure

The Employer may institute a layoff for legitimate, non-discriminatory reasons. Investigators covered by this Agreement will be laid off in accordance with their seniority as defined in Section 7.1 (d). All Investigators and the Council shall receive advance notice in writing of the layoffs at least fourteen (14) calendar days in advance of the effective date of the layoff. The Employer shall not hire other parties to perform Investigator duties while there are Investigators on layoff.

Section 13.2: Recall

Investigators who are laid off shall be placed on a recall list for a period of twelve (12) months. When there is a recall, Investigators who are on the recall list shall be recalled in the reverse order of their layoff. Investigators who are eligible for recall shall be given seven (7) calendar days notice thereof by Certified or Registered Mail, return receipt requested, with a copy to the Council. The Investigator must notify the Chief Investigator or his designee of his intention to return to work within three (3) business days after receiving a notice of recall. If an Investigator fails to respond to the recall notice as required by this Section, his name shall be removed from the recall list.

ARTICLE XIV INVESTIGATOR SECURITY

Section 14.1: Just Cause Standard

No Investigator covered by the terms of this Agreement shall be discharged or disciplined in any manner without just cause.

Section 14.2: Issued Equipment

All costs associated with repairing or replacing lost, damaged or stolen equipment issued by the Employer shall be borne by the Employer except those cases where it is determined that the loss or damage is due to the negligence of the Investigator.

ARTICLE XV INDEMNIFICATION

Section 15.1: Indemnification

The Employer shall be responsible for, hold Investigators harmless from and pay for damages or monies, which may be adjudged, assessed or otherwise levied against any Investigator covered by this Agreement. It is understood and agreed that the Employer has the sole authority to determine whether to settle any legal proceeding covered by the Section, provided that the Investigator shall suffer no financial loss.

Section 15.2: Legal Representation

Investigators shall have legal representation by the Employer in any civil cause of action brought against an Investigator resulting from his action arising out of, and within the scope of his employment. Investigators have a duty to cooperate fully in the defense of any such action.

ARTICLE XVI SAFETY ISSUES

Section 16.1: Safety Meetings

The Chief Investigator or his designee will meet with the Council to discuss safety issues.

Any report or recommendation which may be prepared by the Council, or designee(s) of the Chief Investigator as a direct result of any such meeting will be placed in writing and copies will be submitted to the Chief Investigator and the representatives of the Council.

Section 16.2: Defective Equipment

No Investigator shall be required to use any equipment that has been designated by both the Council and the Employer as being unsafe.

When an assigned Employer vehicle is found to be unsafe or in violation of the law, the Investigator will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

ARTICLE XVII BULLETIN BOARDS

The Employer shall provide the Council with designated space on available bulletin boards, or provide bulletin boards where none are available, for the posting of Council notices and information at the following locations:

investigator sign in posts located at: 26th & California, 13th & Michigan, Maywood, Markham, Bridgeview, Juvenile, Skokie, Rolling Meadows and the Cook County Administration Building.

ARTICLE XVIII GENERAL PROVISIONS

Section 18.1: Examination of Records

The Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any Investigator whose pay is in dispute or any other relevant records of the Investigator pertaining to a specific grievance arising after the effective date of this Agreement, at reasonable times with the Investigator's consent.

Section 18.2: Exposure to Diseases

The Employer and the Council are committed to taking reasonable steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, the Employer agrees as follows:

1. To provide training and/or distribute written materials to Investigators regarding the protocols for preventing the spread of communicable diseases.
2. To make professional medical counseling available to any Investigator who reasonably believes that he/she has become infected with TB, HIV, or Hepatitis B

during the course of his/her employment at no cost to the Investigator. The Employer shall make available to the Investigator who has occupational exposure during the course of his/her employment to blood or body substances, a Hepatitis B vaccine or TB screening test vaccine at no cost to the Investigator.

Specific concerns relating to health and safety of Investigators may be handled in accordance with Section 16.1 (Safety Meetings) of this Agreement.

Section 18.3: Line of Duty Death Assistance

In the event that an Investigator is killed in the line of duty, the State's Attorney or his designee shall provide assistance to the Investigator's family, upon request, in obtaining benefits to which the family may be entitled.

ARTICLE XIX MAINTENANCE OF BENEFITS

In the event that any economic benefits, except those specifically provided for by this Agreement are materially altered, diminished, or eliminated, the Employer shall meet with the Council for the purpose of negotiating alternative economic benefits.

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. The Employer however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

ARTICLE XX MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all powers, rights, duties, responsibilities, prerogatives and functions, including all inherent managerial rights and those vested by the laws and the Constitution of the State of Illinois are retained and vested exclusively in the Employer or his designee in each and every respect, including, but not limited to, the rights to be exercised in accordance with his judgment and discretion:

(a) to determine the organization and operations of the Employer, including the right to determine the personnel, methods, means and facilities, by which operations are conducted;

(b) to determine and change the purpose, size, composition, and function of the work force and of each of the constituent parts and subdivisions of the Employer and the work to be performed thereby;

(c) to set reasonable standards of productivity for the services to be performed by all employees, including Investigators;

(d) to direct the Investigators, including the right to assign and direct work and overtime;

(e) to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train and transfer, assign, and schedule Investigators;

(f) to determine the number of Investigators to be employed and to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve Investigators from duties because of lack of work or funds or other proper reasons;

(g) to use independent contractors to perform work or services as long as such action does not diminish the bargaining unit;

(h) to establish work schedules and to determine starting and quitting times of Investigators and the number of hours to be worked;

(i) to establish, modify, combine, abolish and determine the work content and functions of all job positions and classifications;

(j) to determine methods of operation, equipment, or facilities;

(k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether services are to be provided or purchased;

(l) to establish, implement, and maintain an effective internal control program;

(m) to discipline in any manner or discharge Investigators for just cause;

(n) to establish and amend reasonable policies, procedures, rules, and regulations relating to the Investigators, and the job duties, conduct, and activities thereof and their terms of employment except as otherwise expressly provided or restricted herein;

(o) to introduce new or improved research, production, service, materials, machinery, technology, and equipment;

(p) to determine the number, locations, and operation of bureaus, divisions, sections and all other units of the Employer; and

(q) to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission and duties of the Employer, provided such action is consistent with this Agreement.

The failure of the Employer to exercise any right, prerogative, or function hereby reserved to the Employer, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the right of the Employer to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE XXI PERSONNEL FILES

Section 21.1: Number, Type and Content

A complete personnel file shall be maintained in the Human Resources Department of the Cook County State's Attorney's Office for each Investigator. Investigator personnel files shall be confined to information related to the Investigator's employment.

Nothing herein shall preclude the Employer, including Investigator supervisors, from maintaining records concerning Investigators which are not contained in the Investigator's personnel file, subject to the limitations set forth in this Article as to such records. For purposes of administration of this Agreement, the Investigator personnel files maintained at the Human Resources Department shall be considered as the official personnel files.

Section 21.2: Inspection of Files

All personnel files shall be available for inspection, by the affected Investigator in accordance with the Personnel Record Review Act, 820 ILCS 10/0.01 et seq. A Council representative may accompany the Investigator when such inspection of his personnel file occurs, provided the Investigator consents to such Council review. An authorized representative of the Employer may be present at all times when an Investigator wishes to view his file. Requests to copy documents in the official personnel files shall be honored in accordance with the Personnel Record Review Act and the Employer agrees to abide by the Personnel Record Review Act. All inspections shall take place at the location where the personnel files are maintained.

Section 21.3: Use of Official Personnel File Material

With the exception of payroll and benefit records, the content of files pertaining to an Investigator maintained by the Employer, including but not limited to disciplinary investigative records for completed investigations, shall not be used in any disciplinary matter unless such records are subject to inspection as set forth in Section 2 of this Article.

Completed, inactive disciplinary investigative records related to a matter for which summary punishment was issued, shall not be used in any subsequent disciplinary or adverse personnel matter relating to conduct which occurs more than two (2) years after the summary punishment was issued unless otherwise required by law or unless put into issue by the Investigator or the Council. Completed, inactive disciplinary investigative records relating to other matters shall not be used in any subsequent disciplinary matter relating to conduct which occurs more than five (5) years later, unless otherwise required by law or unless put into issue by the Investigator or the Council.

Section 21.4: Investigator Notification

A copy of any disciplinary action related to Investigator performance which is placed in the personnel file shall be given to the Investigator (in which case the Investigator may be asked to sign to confirm receipt), or sent by certified mail to his last address appearing on the records of the Employer.

ARTICLE XXII EVALUATIONS

The Council and the Employer encourage periodic informal evaluation conferences between the Investigator and his supervisor to discuss work performance, job satisfaction, work-related problems, and the work environment. If work performance problems are identified, the supervisor should offer constructive suggestions and shall attempt to aid the Investigator in resolving the problem.

Written evaluations will be prepared by the Investigator's Line Supervisor at least every twelve (12) months (not to exceed twice a year) except for probationary Investigators. The evaluation shall be job-related. The evaluation shall be discussed with the Investigator, and the Investigator shall be given a copy after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. If an Investigator disagrees with any portion of his/her evaluation, such disagreement and any Investigator explanations may be noted directly on the evaluation form.

ARTICLE XXIII SECONDARY EMPLOYMENT

Requests by Investigators to be permitted to engage in secondary employment or business enterprises shall be reviewed on a case-by-case basis and shall be denied only for legitimate operational or policy-related reasons or other just cause. Investigators will not engage in secondary employment while assigned to the field training program. Investigators working in the capacity of a law enforcement officer, security-related position or Investigator, may be required to furnish proof of the secondary Employer's indemnification/liability insurance coverage. Additionally, Investigators may be required to furnish copies of any licenses or registration cards or certificates as required by state law. The requests for secondary employment shall be submitted in writing to the Chief Investigator or his designee before accepting secondary employment. The Chief Investigator or his designee shall provide an answer to such request within ten (10) working days thereof, unless otherwise extended by agreement. The Union reserves the right to grieve denials of secondary employment under this Section.

ARTICLE XXIV HOURS OF WORK AND OVERTIME

Section 24.1: Purpose of Article

This Article is intended as a basis of calculating hours of work per day, per week, establishing a work cycle, overtime, compensatory time off and overtime payments.

Section 24.2: Work Schedules and Assignments

A. Notwithstanding any other provision to the contrary, in order to meet a legitimate operational need, scheduled shift starting and stopping times may be altered plus or minus two (2) hours or less upon twenty-four (24) hours notice to the Investigator prior to the start of the shift in question. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship, nor will it be invoked in the absence of an operational need solely for the purpose of avoiding overtime.

B. Upon reasonable advance notice to the Investigator, the Employer may also alter an Investigator's scheduled shift and/or regular days off in order to meet the needs of special details of short duration, investigation, training programs, or similar special assignments. This Section will not be invoked for punitive purposes or under any circumstances where it would create an undue hardship, nor will it be invoked in the absence of an operational need solely for the purpose of avoiding overtime.

Section 24.3: Hours of Work

An Investigator's normal work day shall consist of eight (8) consecutive hours of work. The normal work week shall consist of forty (40) hours. Each eight (8) hour work day shall be interrupted by a sixty (60) minute paid lunch break.

Section 24.4: Overtime Compensation/Compensatory Time

A. The regular work period for Investigators shall consist of forty (40) hours in a seven (7) day work period. The Employer shall compensate Investigators for all authorized hours of work in excess of forty (40) hours in a seven (7) day work period.

B. Investigators shall be compensated for all authorized hours of overtime work. All overtime compensation, whether in cash or compensatory time off, shall be computed at a rate of one and one-half (1 1/2) hours of compensatory time off/cash overtime compensation for each hour of authorized overtime worked. Effective 12/1/2002, each Investigator may elect to receive pay for up to one hundred thirty (130) hours of overtime worked (for a total payout of 195 hours) for the current fiscal year.

C. For the purpose of calculating compensatory time off and/or cash overtime compensation, all paid time with the exception of sick time shall be counted during a seven (7) day period.

D. Each Investigator may accrue a maximum of four hundred eighty (480) hours of compensatory time off. The Employer shall pay cash overtime compensation for authorized overtime which causes an Investigator's balance of compensatory time off to exceed 480 hours. An Investigator may take compensatory time off in increments of one (1) hour on seventy two (72) hours notice to the Employer, provided that such compensatory time off would not interfere with the Employer's operations (unless the Investigator's immediate supervisor approves a shorter notice period). Where an Investigator's accrued balance of compensatory time off exceeds three hundred eighty (380) hours, the Employer may notify the Investigator that he/she must utilize up to one hundred (100) hours of compensatory time off within the next one hundred eighty (180) days to bring the Investigator back down to 380 hours, but not below 380 hours. See letter attached as Appendix F. Effective 2007 and thereafter, the Employer will issue the Appendix F letter between April 1st and May 1st. This notification is effective when the Investigator actually receives it. If the Investigator fails to utilize this compensatory time off within the one hundred eighty (180) days allotted, the Employer may schedule the Investigator for up to one hundred (100) hours of compensatory time off thereafter at the Employer's discretion. The Employer may only require an Investigator to utilize compensatory time as set forth above one (1) time in any calendar year.

Section 24.5: Pyramiding

Compensation shall not be paid or compensatory time off taken more than once for the same hours under any provision of this Article or Agreement.

Section 24.6: Call Back

The term "call back" is defined as an official assignment of work which does not immediately precede or follow any Investigator's regularly scheduled working hours. Investigators reporting back to work under the definitions of "call back" shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater in accordance with the overtime compensation provision of this Agreement.

Section 24.7: Court Time

Investigators required to attend court on their off duty time shall be compensated for a minimum of two (2) hours or for the actual hours worked, whichever is greater in accordance with the overtime compensation provision of this Agreement.

Section 24.8: FTO Pay

Two hours overtime per day will be given to an Investigator acting in the capacity of field training officer. The hours designated to be paid under this section will not be counted towards the overtime cap designated in section 24.4 under this Agreement. For the purpose of this section all field training officers must be state certified.

ARTICLE XXV SICK TIME

Section 25.1: Sick Leave

A. Investigators shall receive paid sick time at the rate of .46153 day per pay period for each month of service with the Employer (equivalent to 12 paid sick time days per year). Investigators must be in a pay status for a minimum of five (5) days in a pay period to accrue sick time in that period.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy—five (175) working days. Severance of employment terminated all rights for the compensation thereunder. 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 Investigator is using that already accumulated.

Section 25.2: Use Of Sick Time

A. Sick leave is granted by the Employer because an Investigator is unable to perform his assigned duties, or because the Investigator's presence at work would jeopardize the health of his co-workers.

B. Sick leave may be used for illness, disability incidental to pregnancy or non-job related injury to the Investigator; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family or household of the Investigator as defined in Section 28.1. Sick leave may be used as maternity or paternity leave by Investigators.

C. After five (5) or more consecutive days of sick leave a certification from a licensed physician indicating the Investigator's health condition and the circumstances under which he can return to work is required. For less than five (5) days of sick leave, where the Employer has reasonable cause to suspect abuse, a medical certification from a licensed physician may also be required. In connection with its review, the Employer may require an Investigator to undergo appropriate further medical examinations related to the illness at no cost to the Investigator. Such physical examinations may include an exam by the Employer's physician to determine fitness for duty at the Employer's expense.

D. Sick leave shall not be used as additional vacation leave. The Employer will deal with extraordinary circumstances in a reasonable manner. An investigator may not combine sick leave with vacation leave and cannot combine a half day of sick leave with a half personal day or half vacation day to equal a full day off. Sick leave may be taken only in half day or full day increments.

E. If the health of an Investigator warrants prolonged absence from duty and the Investigator does not have sufficient sick leave accrued, the Chief Investigator will permit the Investigator to combine vacation leave, personal days and sick leave.

F. In order to become eligible for sick leave, an Investigator must promptly notify his immediate supervisor or senior supervisor prior to the start of the Investigator's scheduled shift. Records of sick leave credit and use shall be maintained by the Employer's Personnel Unit. Accrued sick leave balances will be made available to Investigators.

ARTICLE XXVI HOLIDAYS

Section 26.1: Holidays

The following holidays shall be recognized and observed as paid holidays for the purposes of this Section:

- | | |
|--------------------------------|---------------------|
| A. New Years Day | G. Independence Day |
| B. Martin Luther King Birthday | H. Labor Day |
| C. Lincoln's Birthday | I. Columbus Day |
| D. President's Day | J. Veteran's Day |
| E. Casimir Pulaski Day | K. Thanksgiving Day |
| F. Memorial Day | L. Christmas Day |

* Other Holidays as may be designated by the Cook County Board of Commissioners.

In addition to the holidays listed, an Investigator shall be credited with one (1) floating holiday on December 1 of each year which must be used by the Investigator between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the Investigator. The floating holiday will be scheduled in accordance with the procedure for personal days selection. (i.e.: the floating holiday shall be scheduled in advance to be consistent with operating necessities and the convenience of the Investigator, subject to the Investigator's Supervisor's approval.) Use of the floating holiday is restricted to a full day increment.

Section 26.2: Holiday Compensation

Investigators shall normally receive the designated holiday off with pay. If an Investigator is scheduled to work on a designated holiday, the Investigator shall receive overtime compensation for all hours worked on the holiday at the rate of time and one half (1 1/2) the Investigator's regular hourly rate of pay. The Investigator may elect to take compensatory time off or cash compensation at his or her choosing. If the Investigator elects to take cash compensation for working a holiday, such cash compensation shall not be counted towards the annual cash compensation cap as provided in Section 25.4 of this Agreement. If a designated holiday falls on an Investigator's regular scheduled day off, the Investigator will receive eight (8) hours compensatory time or eight (8) hours pay, at his choosing.

Section 26.3: Personal Days

All Investigators shall accrue four (4) days off with pay each fiscal year. Investigators may be permitted to use accrued personal days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time.

Investigators entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters.

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

Personal days may not be used consecutively unless approved by the Investigator's supervisor.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the Investigator, subject to the Investigator's supervisor's approval.

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

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

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

Section 26.4: Election Day

If an Investigator who is a registered voter is scheduled to work on an election day and his/her schedule does not permit sufficient time before or after working hours for the Investigator to vote, the Investigator will be allowed two (2) hours off with pay during

the work day for the purpose of voting. The Investigator is required to notify his/her supervisor at least one day in advance.

ARTICLE XXVII LEAVES OF ABSENCE

Section 27.1: Bereavement Leave

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, immediate family includes mother, father, husband/wife, child (including stepchildren and foster children), brothers/sisters, grandchildren, grandparents, mother-in-law, father-in-law or such persons who have reared the Investigator.

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

Section 27.2: Disability Benefits

Investigators incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Investigators 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 Investigators who are participants in the Cook County Employees' & Officers' Annuity and Benefit Fund. Duty disability benefits are paid to the Investigator by the Retirement Board when the Investigator is disabled while performing work duties. Benefits and benefit levels shall be provided in accordance with the Cook County Employees' & Officers' Annuity and Benefit Fund. Benefits amount to seventy-five percent (75%) of the Investigator's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible Investigator who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, plus an amount equal to the sum deducted for annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the Investigator and the Employer otherwise agree. The Investigator will not be required to use sick time and/or vacation time for any day of duty disability.

Section 27.3 Subpoenaed Appearance

Any Investigator who is required to appear for or serve on a jury, or appear in response to a duty related subpoena, shall receive his/her regular pay and benefits while so serving but must remit to the Employer any compensation received for such services.

Section 27.4 Temporary Light Duty

Investigators who are physically unable to perform their normal job duties due to illness or injury (whether or not duty related) may be placed on temporary light-duty assignments if the Investigator receives a medical release from his/her physician to perform such assignment, but under no circumstances shall the Employer be required to create light duty work.

Section 27.5: Military Leave

Any Investigator who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the reserve components of the armed forces of the United States shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to 11 working days in each year.

Any Investigator granted a leave of absence without pay to enter service in the military forces of the United States, either voluntarily or by reason of conscription, shall upon return to County service, be restored to the position held prior to going on leave with the same anniversary and seniority dates, status and pay as if the Investigator had been employed continuously by Cook County.

The veteran must file written request for reinstatement to a former position or re-employment within 60 days after termination of military or naval service. The veteran must present at such time a copy of his/her military orders.

Section 27.6: Maternity/Paternity Leave

An Investigator is entitled to a leave of absence without pay for up to six (6) months to cover periods of pregnancy or post-partum child care.

An Investigator may substitute accrued paid leave, such as personal days, sick days, vacation or compensatory time for all or any part of unpaid leave under this Section. The remaining portion of the requested leave will then be unpaid. Accrued time does not need to be exhausted prior to utilizing an unpaid maternity/paternity leave.

An Investigator requesting a maternity leave shall submit a request for leave form to her immediate supervisor no later than three (3) months prior to her expected date of delivery. An Investigator requesting a paternity leave shall submit a request for leave form to his immediate supervisor no later than three (3) months prior to the expected date of delivery.

An Investigator who completes a period of leave under this Section will be returned to the same job classification and grade that the Investigator held prior to such leave.

Leave under this Section will not result in the loss of any accrued employment benefits, but such benefits will not accrue during the unpaid leave. While on leave under this Section, an Investigator is entitled to receive continued health care benefits but other benefits will not be continued during the unpaid leave period.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

Section 27.7: Family and Medical Leave

In order to be eligible for Family and Medical Leave, an Investigator must have been employed by the State's Attorney's Office for at least twelve (12) months and must have worked at least twelve hundred and fifty (1250) hours during the twelve (12) month period before the leave is requested.

An eligible Investigator may take up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons: (a) the birth of a child or in order to care for such child; (b) the placement of a child with the Investigator for adoption or foster care; (c) in order to care for a spouse, domestic partner, son, daughter, or parent with a serious health condition; or, (d) a serious health condition that makes the Investigator unable to perform the functions of his or her position.

An Investigator may substitute accrued paid leave, such as personal days, sick days, vacation, and compensatory time, for all or any part of the twelve (12) week unpaid family and medical leave. Any remaining portion of this requested leave would then be unpaid. Accrued time does not need to be exhausted prior to utilizing Family and Medical Leave.

A doctor's certification must be provided when an Investigator requests a leave for his or her own serious health condition or that of a spouse, domestic partner, son, daughter, or parent. The Employer may require, at its expense, a second opinion by a health care provider designated or approved by the Employer; and in the event of conflicting opinions, the Employer may require, also at its expense, a third and final binding opinion by a health care provider designated or approved jointly by the Employer and the Investigator.

Leave under this Section will not result in the loss of any accrued employment benefits, but such benefits will not accrue during the unpaid leave. While on leave under this Section, an Investigator is entitled to receive continued health care benefits but other benefits will not be continued during the unpaid leave period.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

If an Investigator fails to return from a leave of absence on a timely basis for a reason other than the Investigator's serious health condition, or circumstances beyond his or her control, the County may recover from the Investigator the premiums paid for maintaining the Investigator's health care benefits during the unpaid leave period.

An Investigator who completes a period of leave under this Section will be returned to the same job classification (meaning same pay step and pay grade or higher, if applicable) that the Investigator held prior to such leave.

When spouses are both employed by the County, leave for the birth or adoption of a child or to care for a sick parent is limited to an aggregate of twelve (12) weeks in a twelve (12) month period.

Leave may be taken for the birth, adoption or placement for foster care of a child only within twelve (12) months of that event, and may be taken intermittently or on a reduced leave schedule if agreed to by the Employer. Leave for a serious health condition or to care for a family member or domestic partner who has a serious health condition may be taken intermittently or on a reduced leave schedule, if medically necessary and medical certification is provided by the health care provider. A reduced leave schedule means a reduction in an Investigator's usual hours per work day or work week. If an Investigator requests intermittent leave or a reduced leave schedule the Employer may require that the Investigator temporarily transfer to an alternate position with equivalent pay and benefits.

The term "parent" means the biological or adoptive parent of an Investigator or an individual who acted as the Investigator's parent. The terminology "child" means a biological adopted, or foster child, a stepchild, a legal ward, or a child with respect to whom the Investigator acted as parent, under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability. The term "spouse" means an Investigator's husband or wife, as the case may be. The term "domestic partner" means a person who resides with the Investigator and shares financial responsibilities.

In general an Investigator is required to give thirty (30) days' notice before the date a leave is to begin, but if the leave must begin in less than (30) days the Investigator must provide such notice as is practicable. All requests for a leave of absence under this family and medical leave policy must specifically designate the reason for the leave and be approved by the Investigator's immediate supervisor. Any leave extending or expected to extend beyond thirty (30) days must be approved by the First Assistant State's Attorney.

Section 27.8: Personal Leave

Any Investigator desiring to take an unpaid personal leave of absence must send a written request through his or her immediate supervisor to the First Assistant State's Attorney. In deciding whether a personal leave should be granted and, if so, the length of the leave, the following factors will be considered: the reason for the request, the Investigator's length of service, the Investigator's work history, the Investigator's absenteeism record, and the operational needs of the Employer. The maximum amount of leave allowed under this policy shall be one month for each year of service with the County or one (1) year, whichever is less. Accrued vacation and compensatory time must be exhausted prior to utilizing a personal leave of absence.

During the time an Investigator is on an unpaid leave of absence in accordance with this Section, all benefits are discontinued. If an Investigator wishes to continue his or her health care benefits while on a personal leave of absence, he or she must pay for the coverage during said leave of absence.

An unpaid leave under this Section that does not exceed one hundred eighty (180) days shall not be deducted from the total accumulated days of full-time service in determining seniority as defined in Section 7.1(d) of this Agreement. However, any amount of unpaid leave in excess of thirty (30) calendar days will result in a change of anniversary date of the Investigator.

Once an Investigator has commenced a personal leave of absence, the Investigator has the responsibility to keep the Personnel Office advised of his or her leave situation and to contact his or her supervisor at least two (2) weeks prior to the expiration of the leave in the case of a leave in excess of four (4) weeks, or at least three (3) working days prior to the expiration of the leave in the case of a leave of less than four (4) weeks, to discuss his or her return to the Employer. If an Investigator on a personal leave of absence desires voluntary termination, the Personnel Office should be so informed as soon as possible.

The Employer will make a reasonable effort, consistent with operational needs, to reinstate an Investigator to the same job assignment he or she previously occupied, or to a similar job assignment, provided the Investigator is qualified for such position, following that Investigator's completion of a personal leave of absence. However, the Employer cannot guarantee that the same job assignment will be available at the time an Investigator desires to return to the Office or even thereafter. Upon return from personal leave of absence, the Investigator shall be returned to the same pay grade as when the Investigator's personal leave began.

Section 27.9: School Visitation Leave

An Investigator will be granted up to eight (8) hours of unpaid leave during any school year to attend school conferences or classroom activities for his or her child which cannot be scheduled during non-working hours. No more than four (4) hours of leave may be taken on any given day. To be eligible for leave, an Investigator must have worked for the State's Attorney's Office at least six (6) consecutive months prior to requesting the leave. Accrued vacation and any other leave available with the exception of sick or disability leave must be exhausted prior to utilizing this type of leave.

Child means a biological, adopted or foster child, a stepchild or a legal ward of an Investigator who is enrolled in a preschool, primary or secondary public school or private school in Illinois or a state which shares a common boundary with Illinois.

Scheduling of such leave must be approved in advance by an Investigator's immediate supervisor and should not be unduly disruptive of normal operations.

Section 27.10: Veteran's Convention Leave

Any Investigator who is a delegate or an alternate delegate to a national or state convention of a recognized veterans' organization may request a leave of absence to attend such a convention. In order for such leave to be a paid leave of absence, the Investigator must be a delegate or alternate delegate to the convention as established in the bylaws of the organization and must be registered with the credentials committee at the convention headquarters, and his/her name must appear on the official delegate-alternate rolls filed at state headquarters of the organization at the close of the convention.

Furthermore, upon return from the convention, the Investigator must produce a registration card indicating attendance, signed by a proper official of the convention. Only one veterans' convention leave with pay will be allowed any Investigator during any fiscal year.

Section 27.11: Training

The State's Attorney's Office recognizes the need for training and development of Investigators to develop their skills and potential. The State's Attorney's Office shall endeavor to provide Investigators with opportunities to attend educational classes and seminars while on duty time.

Requests to attend such educational classes or seminars should be submitted in writing to the Investigator's immediate supervisor. The request should specify the nature of the event with copies of any available agendas or pamphlets attached. The request should also specify whether the Investigator is requesting reimbursement for travel, lodging, registration, or other costs related to attending the event.

Section 27.12: Tuition Reimbursement

Cook County's tuition reimbursement policy shall be provided to all Investigators, and is incorporated herein by reference.

ARTICLE XXVIII INSURANCE

Section 28.1: Health Insurance

(a) The Employer agrees to maintain the benefit levels of the group health benefits in accordance with Appendix C. The Employer and the Council may mutually agree to changes in the plan so long as the benefit levels remain substantially the same or improve. The Employer agrees to provide such health insurance to all Investigators covered by this Agreement and their dependents. Until the effective dates of the changes described below, Investigators who have elected to enroll in the Employer's PPO health benefits plan shall contribute, by payroll deduction, an amount equal to one and one-half percent (1-1/2%) of their annual base salary as a contribution toward premiums. Until the effective dates of the changes described below, Investigators who have elected to enroll in the HMO shall be required to make a contribution in an amount equal to one-half percent (.5%) of their base salary towards premium costs with a maximum contribution amount not to exceed \$ 8.00 per pay period.

(b) Effective December 1, 2004 through November 30, 2007, the PPO prescription co-pay will be \$5.00 generic/\$10.00 brand name per prescription (\$5.00 if no generic is available).

(d) Effective December 1, 2004 through November 30, 2007, the HMO prescription co-pay will be \$5.00 generic/\$10.00 brand name (\$5.00 if no generic is available) per prescription, including mail order prescriptions for up to a 90-day supply.

(e) Effective December 1, 2007, Prescription drug co-pays for the HMO and PPO plans will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double the amounts listed above.

(f) Effective December 1, 2007, the Health Insurance Plan Designs are revised as follows:

HMO

Office Visit Co-Pay	\$10
ER Co-Pay	\$40 (waived if patient is admitted as inpatient)
In-Patient Hospital Stay	\$100
Out-Patient Hospital Procedures	\$100

PPO

Individual Deductible	\$125/\$250
Family Deductible	\$250/\$500
Individual Out-of-Pocket Maximum	\$1,500/\$3,000
Family Out-of-Pocket Maximum	\$3,000/\$6,000
ER Co-Pay	\$40
Office Visit Co-Pay	\$25/Deductible and Co-Insurance

(g) Effective June 1, 2008, employees will pay the following percentages of their base pay for their Hospitalization Insurance.

HMO

Employee coverage	.5%
Employee and children coverage	.75%
Employee and spouse coverage	1%
Family coverage	1.25%

PPO

Employee coverage	1.5%
Employee and children coverage	1.75%
Employee and spouse coverage	2%
Family coverage	2.25%

Section 28.2: Life, Vision and Dental Insurance

All Investigators shall be provided with life insurance in an amount equal to the Investigator's annual salary (rounded to the next \$1,000), at no cost to the Investigator, with the option to purchase additional insurance up to a maximum of the Investigator's annual salary.

All Investigators shall be eligible to participate, at no cost to them, in the dental and vision plan in accordance with Appendix C.

Section 28.3: Flexible Benefits Plan

All Investigators shall be eligible to participate, at no cost to them, in the flexible benefits plan established by the Employer. Such plan shall include segregated IRS accounts for childcare and medical expenses.

Section 28.4: Insurance Opt-Out

Effective on 12/1/99, the Employer agrees to pay \$800.00 in one lump sum at the beginning of each fiscal year, to eligible Investigators who opt — out of the Employer's

health benefit program. Prior to opting - out of such program, the Investigator must demonstrate to the Employer's satisfaction that he has alternative healthcare coverage. Any Investigator electing to opt — out of the Employer's health benefit program may request that in lieu of a payment to the Investigator, this amount be credited to a flexible spending account. Eligible Investigators who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

ARTICLE XXIX PAYROLL, WAGES AND EXPENSES

Section 29.1: Payroll Period

Investigators will be compensated on a biweekly basis, and shall be paid on every other Friday.

Section 29.2: Voluntary Deductions From Pay

Upon written authorization from an Investigator, the following voluntary deductions will be made:

- Credit Union
- Deferred Compensation
- Optional Pension Plan
- Optional Life Insurance
- U.S. Savings Bond
- United Way Charities

Section 29.3: Expense Reimbursements

The Employer will reimburse Investigators for reasonable and necessary work related expenses incurred on behalf of the State's Attorney's Office. Such expenses shall include work-related tolls and parking expenses. The Investigator must submit a properly completed expense voucher with receipts to his or her immediate supervisor for approval. Requests for reimbursement should be submitted within two (2) weeks of the expense sought to be reimbursed. Reimbursements shall be made promptly.

The Employer will also reimburse an Investigator for the use of his or her personal automobile which is used for duty related business at the "per mile" rate established by the Cook County Travel Reimbursement Policy.

Section 29.4: Annual Wages

Effective the first full pay period after 12/1/2004 — 1% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 12/1/2005 — 1% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 6/1/2006 — 2% general across the board wage increase on all paid hours retroactive to that date.

Effective the first full pay period after 12/1/2006 — 1.5% general across the board wage increase on all paid hours.

Effective the first full pay period after 12/1/2007 — 2% general across the board wage increase on all paid hours.

Effective the first full pay period after 6/1/2008 — 2.75% general across the board wage increase on all paid hours.

In addition, the Employer will pay a non-compounded \$500.00 cash bonus for all Investigators in pay status on the date the Cook County Board approves the Agreement per past practice.

In all cases, wages shall be as set forth in Appendix A of this Agreement.

Section 29.5: Equipment Allowance

Effective on December 1, 2003 the employer agrees to pay \$150.00 at the beginning of each fiscal year to investigators covered by the bargaining contract. The equipment allowance is to be paid in one lump sum after the first pay period on or after December 1.

ARTICLE XXX VACATION LEAVE

Investigators earn vacation time based upon years of continuous service to Cook County. The date upon which an Investigator began employment with the State's Attorney's Office or Cook County, whichever is earlier, is an Investigator's anniversary date for purposes of vacation accrual.

For purposes of computing the number of years of service, for vacation entitlement, credit will be given to Investigators who have 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 for the period of that prior service. Credit for such prior service will be established by filing a certificate of such prior service from such former place(s) of employment in the Office of the Comptroller of Cook County.

If an Investigator resigns or is terminated and is not rehired within one (1) year, the Investigator's continuous service is deemed terminated. If the Investigator is subsequently re-employed by the Employer, he or she will have lost all of his or her prior service for the purpose of determining vacation entitlement.

If an Investigator terminates employment, but is rehired within one (1) year of the termination date, he or she will retain his or her original hire date solely for the purpose of determining vacation entitlement.

In computing years of continuous service to determine vacation entitlement, Investigators will be credited for any period of Duty-Related Disability.

Any Investigator who is re - employed after a non-paid military leave pursuant to the Military Leave provisions of this Agreement will be credited with continuous service

for the purpose of determining vacation entitlement as if his or her employment had continued without interruption.

Vacation time is accrued in accordance with the bi-weekly payroll system. Investigators must be in a pay status for a minimum of five (5) days in each pay period to accrue vacation time in that period.

Vacation will accrue to all Investigators as follows:

Years of Service	Days of Vacation	Maximum
1st through 6th year	10	20
7th through 14th year	15	30
15 years and thereafter	20	40

Investigators will not be allowed to carry over to their next anniversary year more than the maximum number of vacation days designated in the above chart.

An Investigator wishing to use vacation time must submit a written leave request and receive approval from his or her supervisor prior to taking such vacation. In making such a request, an Investigator should give his or her supervisor reasonable notice. Vacation time must be taken in either half day or full 1-day increments.

Holidays observed by the Employer will not be counted as part of an Investigator's vacation.

ARTICLE XXXI JOB BIDDING

Section 31.1: Job Bidding

Prior to filling a new position or vacancy in a unit, except in the 26th and California Trial Support Section Units A, B, C, D, and E, the Employer will post the new position or vacancy on the bulletin boards provided for in Article 17. Investigators shall be permitted a period of not less than ten (10) working days to submit their names in writing for consideration. Reasonable consideration shall be given to seniority along with job-related training, job-related experience (relevant to the position being bid), documented competency and documented performance.

Section 31.2: Temporary Transfers

1. The employer will meet and confer with the Union prior to making any temporary assignments in extraordinary circumstances.
2. The utilization of probationary employees (as defined in section 1.3) under this section will be subjected to a meet and confer with the employer and the Union. Both parties must mutually agree to the proposed transfer.
3. Return the transferred Investigator back to their original position after 90 days.

4. Any Investigator transferred will be transferred only once per rolling calendar year.
5. No consecutive assignments in a temporary position.
6. Transfer grievances will begin at Step 3.

Article XXXII SAVINGS CLAUSE

If any provision of this Agreement 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 by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXXIII DURATION

Section 33.1: Term of Agreement

This Agreement shall be effective from December 1, 2004 and shall remain in full force and effect until November 30, **2008**. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, to the Chief Investigator in the case of the Employer and to the Executive Director in the case of the Council, in which case the date of notice shall be the written date of receipt. In the event of written notice, said notice shall be at the following addresses:

EMPLOYER:

Cook County State's Attorney's Office
2650 S. California Avenue Room 14D40
Chicago, Illinois 60608
Attn: Chief Investigator

COUNCIL:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704
Attn: Executive Director

Section 33.2: Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

In witness hereof, the parties hereto have affixed their signatures this Sixteenth day of November, 2006

For the Employer:

Richard A. Reunice

For the Council:

Michael J. ...

Edward J. Tansley

Thomas J. Fenelly

Margaret M. Bamford

Gabriel E. Harris

Joe ... ILFOP/KC
11/16/2006

APPENDIX A
Wage Schedule

Effective December 1, 2004

SCHEDULE XXVII

BUREAU OF HUMAN RESOURCES

INVESTIGATORS (STATE'S ATTORNEY)

GRADE	1ST		2ND		3RD		4TH		5TH		6TH		AFTER 2		AFTER 1		AFTER 1		AFTER 1			
	STEP	GRADE	YRS. AT 1ST	LONGEVITY	YRS. AT 2ND	LONGEVITY	YRS. AT 3RD	LONGEVITY	YRS. AT 4TH	LONGEVITY												
SA1	21,616	21,616	22,690	22,690	23,822	23,822	25,007	25,007	26,155	26,155	27,449	27,449	28,747	28,747	29,318	29,318	29,612	29,612	29,907	29,907	34,577	34,577
Hourly	1,729.28	1,729.28	1,815.20	1,815.20	1,905.76	1,905.76	2,000.56	2,000.56	2,092.40	2,092.40	2,195.92	2,195.92	2,299.76	2,299.76	2,345.44	2,345.44	2,358.96	2,358.96	2,382.56	2,382.56	2,766.16	2,766.16
Bi-Weekly	44,961	44,961	47,195	47,195	49,549	49,549	52,014	52,014	54,402	54,402	57,093	57,093	59,793	59,793	60,981	60,981	61,592	61,592	62,206	62,206	71,920	71,920
Annual	25,007	25,007	26,155	26,155	27,449	27,449	28,747	28,747	30,125	30,125	31,545	31,545	33,085	33,085	33,570	33,570	33,898	33,898	34,236	34,236	40,792	40,792
SA2	2,000.56	2,000.56	2,092.40	2,092.40	2,195.92	2,195.92	2,299.76	2,299.76	2,410.00	2,410.00	2,523.60	2,523.60	2,646.50	2,646.50	2,685.60	2,685.60	2,711.84	2,711.84	2,738.88	2,738.88	3,280.00	3,280.00
Hourly	52,014	52,014	54,402	54,402	57,093	57,093	59,793	59,793	62,660	62,660	65,613	65,613	68,816	68,816	69,825	69,825	70,507	70,507	71,213	71,213	85,344	85,344
Bi-Weekly	25,007	25,007	26,155	26,155	27,449	27,449	28,747	28,747	30,125	30,125	31,545	31,545	33,085	33,085	33,570	33,570	33,898	33,898	34,236	34,236	40,792	40,792
Annual	2,000.56	2,000.56	2,092.40	2,092.40	2,195.92	2,195.92	2,299.76	2,299.76	2,410.00	2,410.00	2,523.60	2,523.60	2,646.50	2,646.50	2,685.60	2,685.60	2,711.84	2,711.84	2,738.88	2,738.88	3,280.00	3,280.00

Effective December 1, 2007

SCHEDULE XXVII

**BUREAU OF HUMAN RESOURCES
INVESTIGATORS (STATE'S ATTORNEY)**

GRADE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2 YEARS AT 6TH STEP	AFTER 1			AFTER 1				
								YR AT 1ST	LONGEVITY	YR AT 1ST	YR AT 2ND	YR AT 3RD	YR AT 4TH	LONGEVITY	LONGEVITY
								RATE & 10	RATE & 15	RATE & 20	RATE & 25	YRS SERVC	YRS SERVC	YRS SERVC	YRS SERVC
SA1	23,631	24,805	26,043	27,338	28,594	30,007	31,426	32,050	32,373	33,343					
Hourly															
Bi-Weekly	1,890.48	1,984.40	2,083.44	2,187.04	2,287.52	2,400.56	2,514.08	2,564.00	2,589.84	2,667.44					
Annual	49,152	51,594	54,169	56,863	59,475	62,414	65,366	66,864	67,335	69,353					
SA2	27,338	28,594	30,007	31,426	32,935	34,485	36,169	36,701	37,059	38,171					
Hourly															
Bi-weekly	2,187.04	2,287.52	2,400.56	2,514.08	2,634.80	2,758.80	2,893.52	2,938.08	2,964.72	3,053.68					
Annual	56,863	59,475	62,414	65,366	68,504	71,728	75,231	76,338	77,082	79,395					

APPENDIX B
Personnel Complaint Form

Cook County State's Attorney's Office
Investigations Bureau



APPENDIX B

PERSONNEL COMPLAINT FORM

P.C. # _____ Date of this Report: _____

Name(s) of Investigator(s)
Against Whom Complaint is Made: _____

Section/Unit of Assignment: _____

Name of Complainant
and Identifiers: _____

Nature of Complaint/Allegation: _____

Date/Time of Incident: _____

Location: _____

Summary of Occurrence: _____

APPLIES ONLY TO CITIZEN COMPLAINT

I understand, and it is my desire, that this complaint be investigated thoroughly. I further understand that if the investigation proves that these allegations are false, I may be prosecuted for willfully making a false report under Illinois law 720 ILCS 5-26-1(a)(4).

Signature of Complainant

Date

Supervisor Taking Complaint

Date

APPENDIX C
Cook County Health Plan Design

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree 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.

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
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*
Ambulance Services	100%	100%	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *
Home Health Care	100%	100%	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *
Prosthetic Devices	100%	100%	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% * after \$100 deductible per admission
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	
Outpatient Services (unlimited) Inpatient Mental Health/Substance Abuse (30 days/year max)	\$3 co-pay per visit 100%	\$10 co-pay per visit 100%	70% / 50% * Subject to overall plan limits 90% / 60% * Subject to overall plan limits	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits	

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
Generic (30 day supply at Retail)	\$5	\$7	\$5
Brand (30 day supply at Retail)	\$10	N/A	\$10
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A
Non-Formulary (30 day supply at Retail)	N/A	\$25 *	N/A
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.			

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 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%	1.5 %	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 \$100 regular retail are available at an additional cost.

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

LENS OPTIONS CO-PAYMENTS

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

DENTAL PPO BENEFITS – APPENDIX C

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

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

Appendix D
Dues Deduction Form

Appendix D

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, hereby authorize my employer,
the Cook County State's Attorney's Office, 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.

te: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
974 Clock Tower Drive
Springfield, IL 62704

(217) 698-9433

APPENDIX E
Grievance Form

GRIEVANCE

(use additional sheets where necessary)

Department: _____

Date Filed: _____

Grievant's Name: _____

Last

First

M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract Violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

LODGE NO. _____

YEAR _____

GRIEVANCE NO. _____

Cook County State's Attorney's Office Investigations Bureau



MEMORANDUM

TO: Investigator _____

FROM: Supervisor _____

DATE: _____

SUBJECT: 380 HOUR COMPENSATORY TIME NOTIFICATION

The timekeeping records of the State's Attorney's Office as of this date _____ indicate that your current balance of compensatory time is _____ hours. The purpose of this memorandum is to inform you that you must utilize _____ hours of compensatory time off within the next **180** days. If you fail to request all of this compensatory time off within **one-hundred-eighty (180)** days, you will be scheduled to take the remainder off at the discretion of this office. Be advised that the number of compensatory hours which you must take will not exceed **100** hours and will not bring your accrued compensatory balance below three hundred eighty (**380**) hours.

Signature of Investigator

Signature of Supervisor

Date

cc: Senior Supervisor