

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**METROPOLITAN ALLIANCE OF POLICE
COOK COUNTY DCSI DEPUTY CHIEFS
CHAPTER #438**

AND

**COUNTY OF COOK/SHERIFF OF COOK COUNTY
(AS JOINT EMPLOYERS)**

**EFFECTIVE
September 1, 2010 through November 30, 2012**

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PREAMBLE

This Agreement entered into by the County of Cook and the Sheriff of Cook County, Illinois (hereinafter referred to as the "County", or the "Employer") and the Metropolitan Alliance of Police D.C.S.I. Deputy Chiefs Chapter #438 (hereinafter referred to as "Chapter"). The purpose of this Agreement is the promotion of harmonious relations between the Employer and the Chapter; the establishment of a prompt, equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and conditions of employment applicable to bargaining unit D.C.S.I. Deputy Chiefs. Therefore, in consideration of the mutual promises and agreements contained in the Agreement, the Employer and the Chapter do mutually promise and agree, as follows:

ARTICLE I

RECOGNITION

Section 1.1 Recognition

In accordance with the Illinois State Labor Relations Board's (ISLRB) Certification of Representation, dated May 24, 2007, the Employer hereby recognizes the Chapter as the sole and exclusive collective bargaining representative for all Deputy Chiefs employed by the Sheriff of Cook County and County of Cook in the Sheriff's Electronic Monitoring Unit within the Sheriff's Department of Community and Supervision Intervention; but excluding all other employees of the Sheriff of Cook County and the County of Cook; all employees of the County of Cook; all confidential, managerial or supervisory employees, or short-term employees, as defined by the Act, and the Sheriff of Cook County and all elected officials of the County of Cook.

Section 1.2 Chapter Membership

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

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

Section 1.3 Dues Check-off

Upon receipt of a written and signed authorization form from a Deputy Chief the Employer shall deduct the amount of Chapter dues and initiation fees, if any, set forth in such form and any authorization increase therein, and shall remit such deduction along with a list of the names and the amounts from whom deductions have been made each pay period to the Metropolitan Alliance of Police at the address designated by the Chapter in accordance with the laws of the State of Illinois, Chapter within thirty (30) calendar days after close of the pay period for which the deductions are made. The Chapter shall advise the Employer of any increase in dues, at least thirty (30) days prior to its effective date on an annual basis.

Section 1.4 Fair Share

During the term of this Agreement, Covered Employees who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Employer a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 1.5 Gender

The use of the masculine pronoun in this 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 II

EMPLOYER AUTHORITY

Section 2.1 Management Rights

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

- A. The Chapter recognizes the exclusive rights of the Employer to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The Employer has all the customary and usual rights, power and functions of management.
- B. The Chapter recognizes the exclusive rights of the Employer to hire, transfer, promote, discipline and suspend employees for just cause and to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the Employer's responsibilities and duties as well as the right to determine reasonable work, productivity, reasonable performance and evaluation standards.
- C. The Chapter recognizes that the Employer has the right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- D. The Employer has the right to make, publish and enforce general orders, rules and regulations and the Employer has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities. However, any such changes in existing positions will be discussed with the Chapter prior to implementation.

- E. The Employer has the right to enter into mutual aid and assistance agreements with other units of government.
- F. The Employer has the right to establish standards to which force, including deadly force, can be used.
- G. The Employer has the right to take any and all actions as may be necessary to carry out the duties and responsibilities of the employer in situations of civil emergency as may be declared by the employer. It is the sole discretion of the employer to determine that civil emergency conditions exist, which may include but not be limited to riots, civil disorders, tornado conditions, floods, other emergency conditions, or other circumstances beyond the control of the employer which call for immediate action whereas it may be required to assign employees as the Employer deems necessary to carry out its duties and responsibilities. Upon completion of the emergency assignment, the Officer shall be returned to his original assignment immediately.

Section 2.2 Employer Obligation

The Chapter recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law. It is further understood that any actions taken in the areas of wages, hours, and terms and conditions of employment shall be done in accordance with the Illinois Public Labor Relations Act.

Section 2.3 Labor Management Conferences

The Chapter and the County mutually agree that in the interest of efficient management and harmonious Deputy Chief relations, it is desirable that meetings be held between Chapter representatives and responsible administrative representatives of the Employer. When practical, such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

1. discussion on the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties;
3. notifying the Chapter of changes in conditions of employment contemplated by the Employer which may affect Deputy Chiefs;
4. safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Attendance at "labor-management conferences" shall be voluntary on the Deputy Chiefs part, and attendance by Deputy Chiefs while on duty shall be considered time worked for compensation purposes. Deputy Chiefs attending "labor-management conferences" when off duty shall not be compensated for their time. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE III

HOURS OF WORK AND OVERTIME

Section 3.1 Purpose of Article

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

Section 3.2 Regular Work Periods

The normal work week consists of forty (40) hours; with a five-two work schedule consisting of eight (8) hours each day per calendar week. The basic schedule of hours will be determined by the unit commanding officer and will conform to one of the following three watches:

- First Watch: 12:00 a.m. to 8:00 a.m.
- Second Watch 8:00 a.m. to 4:00 p.m.
- Third Watch: 4:00 p.m. to 12:00 a.m.

Based on identified needs, the Employer will decide the number of employees for each shift and days off. Should it be necessary in the interest of efficient operations or for training purposes, the Employer may temporarily depart from the normal workday or work week, however, the Employer will give at least thirty days (30) notice to the individuals affected by such change, except under emergency circumstances or here agreed to by the parties. This section does not apply for Deputy Chiefs who are assigned to be on stand-by.

No officer shall be required to work more than two (2) consecutive shifts in a twenty-four (24) hour period, nor shall an Employee be required to work different shifts (i.e., 8:00 a.m. to 4:00 p.m. one day, 4:00 a.m. to 12:00 midnight another day) within a seven (7) day period.

The Employer agrees that Employees will have two consecutive days off per work week. The Employer agrees that regular days off will not be cancelled and rescheduled to avoid paying overtime.

Section 3.3 Overtime Policy and Procedures

Contingent upon the needs of the Employer, qualifying Officers will be afforded the opportunity to work extra hours/shifts at their regular rate of pay plus a premium. Overtime shall be offered first to any Deputy Chief already at work and on duty, by seniority. If no Deputy Chief volunteers for said overtime, overtime shall be offered to Deputy Chiefs' who are off-duty, by seniority. If there is no volunteer for overtime, the Employer may mandate Deputy Chiefs to work in order of inverse seniority. Except in the event of an emergency, a Deputy Chief on Duty will not be required to work more than consecutive work 16 hours. The County shall refuse overtime that would result in more than 40 hours of overtime in any pay period, or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity as determined by the Sheriff.

In the event that the Deputy Chief on Duty cannot work the offered overtime, that Deputy Chief will be offered the next available opportunity.

Section 3.4 Normal Work Periods and Overtime Pay

The normal workday shall be eight hours per day. Overtime which has been duly authorized or approved shall be compensated as follows: All compensated time in excess of eighty (80) hours per biweekly pay period by an Employee shall be compensated at the rate of one and one-half (1 1/2). Overtime shall be paid in increments of 15 minutes, rounded up to the nearest quarter of one hour.

Section 3.5 Compensatory Time

At the Deputy Chiefs option, time and one-half (1 ½) overtime may be accumulated as compensatory time due, calculated at the employee's overtime rate, in lieu of pay. All compensatory time due (earned from whatever source) shall be accumulated to a maximum of four hundred and eighty (480) hours. All hours earned in excess of four hundred and eighty (480) shall be paid in cash. Compensatory time off may be used in time blocks of one (1) hour or more, at the Deputy Chiefs request. When compensatory time off is granted, the Deputy Chief shall not be required to remain on stand-by status.

Section 3.6 Swapping of Shifts

Deputy Chiefs may swap individual shifts by notifying their supervisor prior to the start of the shift to be the switched, provided that said swap does not result in the payment of overtime to accommodate the shift switch.

Section 3.7 Assignment to Special Units

Any deputy chief assigned to a special multi-agency unit outside the Cook County Sheriff DCSI Department, including but not limited to the HDTA, U.S. Marshal's, or any other specialized unit by acceptance of such assignment, shall be bound by that unit's standard operating procedures and policies concerning shift assignments, call-back pay, alteration of shift hours, overtime scheduling, overtime pay, and compensatory time off. Deputy Chiefs will not be involuntarily assigned to such units.

ARTICLE IV

SENIORITY

Section 4.1 Definition of Seniority

A. DCSI Seniority. As used herein, the term "DCSI seniority" shall refer to and be defined as commencing on the member's promotion date to the rank of Deputy Chief as covered by this Collective Bargaining Unit.

Seniority earned within each department will be considered for the following within the department:

1. Job posting and bidding,
2. Vacation selection,
3. Overtime selection and
4. Layoff and recall provisions of this Agreement.

In the event two or more Officers have the same seniority date, preference shall be given to the Deputy Chief with the most County-Wide Seniority.

- B. County-Wide Seniority shall be defined as a combination of Department seniority plus any time which is credited under this section or County Service in another department of Cook County.

County-wide seniority will be considered for the following:

1. Calculation of vacation credit and
 2. Salary step placement.
- C. Any Employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as Employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit.

Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

Section 4.2 Loss of Seniority

A Deputy Chief's seniority shall be broken only when:

1. The Employee resigns or quits;
2. The Employee retires on regular service retirement;
3. The Employee is discharged or permanently removed from the payroll and the separation is not reversed through the grievance procedure;
4. The Employee will not accrue seniority credit for time spent on an unauthorized unpaid leave of absence in excess of thirty (30) days;
5. The Employee does not return or renew at the expiration of a leave of absence;
6. The Employee does not return to work when recalled from layoff pursuant to the applicable provisions of this agreement.

Section 4.3 Reduction in Work Force and Layoffs

The Employer, in its discretion, shall determine whether layoffs are necessary. If the Employer determines that layoffs are necessary, Deputy Chiefs covered by this Agreement will be laid off in inverse order in accordance with their length of service as a Deputy Chief within the bargaining unit. Except in an emergency, no layoff will occur without at least a sixty (60) calendar day notification to the Chapter, to afford the Chapter the opportunity to provide advisory input through a labor management meeting, provided this process will not be used to delay the layoffs.

In the event of layoff, every reasonable effort will be made to transfer the effected Employees to another department or division within the Sheriff's Department to a position with a similar pay structure. In the event that there is no such position available, the effected Employee will be reduced to the last held merit rank within the Sheriff's Department. In the event that a position with a similar pay structure becomes available within the time limits described within the recall provision (4.4) of this agreement, the effected employee will be placed within said position.

Section 4.4 Recall

Deputy Chiefs who are laid off or reduced in rank in accordance with this Agreement shall be placed on a recall list for a period of two (2) years. In the event of a recall, Employees shall be recalled in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled. Employees recalled to duty shall be subject to a reasonable amount of retraining at the discretion of the Chief of the assigned unit. Deputy Chiefs who are eligible for a recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the Employee by certified mail, with a copy to the Chapter, provided that the Employee must notify the Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Employee, it being the obligation and responsibility of the Employee to provide the Employer with his latest mailing address.

Section 4.5 Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all Deputy Chiefs covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall show the actual hire date with the county, and the promotion date for all Deputy Chiefs covered under this Agreement.

ARTICLE V

RATES OF PAY

Section 5.1 Job Classifications

All bargaining unit employees shall receive the biweekly salary provided for their respective grade and length of service as a sworn law enforcement officer with the Cook County Sheriff's Department, as set forth in Appendix A of this Agreement. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

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

Effective the first full pay period on or after 12-1-07, implementation of wage scale

Effective the first full pay period on or after 06-1-08, a 2.75% wage increase

Section 5.2 Time Sheet Examination

The covered Employee or a Chapter representative with the employee's consent shall have the right to examine time sheets or other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, during the regular business hours of the administration division of the County.

Section 5.3 Court Time

If a Deputy Chief is required by the Department to appear in court during off-duty hours, such court time will be compensated at the rate of one and one-half (1 ½) times the Officers regular hourly rate of pay so long as these hours are in excess of the Officers regularly scheduled work hours.

Section 5.4 Callback (Renumbered)

Callback is defined as an assignment of work that does not immediately precede or follow a Deputy Chiefs regularly scheduled workday. Covered employees called back for a work assignment shall be compensated for a minimum of two (2) hours, or the actual time worked, whichever is greater, at one-and-one-half (1-1/2) times their regular rate of pay. Notification for court or other assignments by telephone does not constitute callback.

Section 5.5 Me Too Clause

The Employer and MAP 438 agree that if during the term of this Agreement the Employer enters into any new agreement with the Investigator II, Fugitive Investigators, Correctional Sergeants, or Correctional Lieutenants, providing for increased wages, or a change in dental, vision or health insurance benefits or contribution levels, that the Employer shall immediately apply such provisions automatically to this Agreement.

ARTICLE VI

HOLIDAYS

Section 6.1 Designation of Holidays

The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit.

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

- A. It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Holidays will be celebrated on the day on which it actually occurs.
- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. Effective December 1, 1993, Employees who work on any one of the six (6) major holidays (i.e.- New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day) shall receive time and one half (1-1/2) for all hours worked, plus an additional day off with pay.

Employees who work on any one of the seven (7) minor holidays, shall receive straight time pay

for all hours worked plus an additional day off with pay.

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

If an Employee is required to work on an approved floating holiday, the Employee shall receive one and one-half times the Employee's regular hourly rate for the hours actually worked plus, at the officers discretion, either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of the Agreement.

Section 6.2 Holiday in Vacations

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

ARTICLE VII

VACATIONS

Section 7.1 Vacation Leave

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Article IV, Section 4.1 (B), shall be granted vacation leave with pay for periods as follows:

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

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

Vacation

3.08 hours per pay period x 26 pay periods = 10.0022 days

4.62 hours per pay period x 26 pay periods = 15.0000 days

6.16 hours per pay period x 26 pay periods = 20.0018 days

- C. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The Sheriff may establish the time when the vacation shall be taken. Employees shall be allowed to schedule their vacation periods in increments of five (5) days beginning on a Sunday and ending on a Saturday. Employees shall be allowed to schedule all unused vacation time as mutually agreed upon by the employer and the affected employee in increments of (1) one day or more and shall be scheduled pursuant to Section 9.6 contained herein.
- D. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- E. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- F. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- G. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military or Naval service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by Military Service.
- H. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

Section 7.2 Vacation Scheduling

Deputy Chiefs shall select the periods of their annual vacation on the basis of seniority within the various work units of the Department. Insofar as practicable, vacations will be granted to meet the requests of employees. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority, by the date in current rank.

ARTICLE VIII

WELFARE BENEFITS

Section 8.1 Hospitalization Insurance

- A. The various hospitalization insurance plans (as described in the attached Appendix C) which are in effect shall remain in effect for the duration of this Agreement or until modified by 8.1 D or 5.5. An explanation booklet of the various health insurance plans shall be prepared and made available to the employees.
- B. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with the Chapter. All employee contributions for Health Insurance shall be made on a pre-tax basis.

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

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

- C. The employer will provide prescription benefits and mail order prescription program as described in the attached Appendix C.
- D. This provision is subject to modification as described by Section 5.5 of this Agreement.

Section 8.2 Sick Leave

- A. Sick leave accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of 5 days in a pay period to accrue sick time in that period.

3.70 hours per pay period x 26 pay periods = 12.0016 days.

Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the Personnel Department of Cook County Department of Corrections. Severance of employment terminates all rights for the compensation hereunder. Additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick pay is not to be used by employees as vacations or simply to take time off with pay. The Employer shall keep the Chapter informed of employees suspected of abusing sick pay and the Chapter will cooperate with the County in counseling individuals in an effort to minimize such abuse. Employees who continued to abuse sick pay will be subject to disciplinary action up to and including discharge.
- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. After five (5) consecutive working days or more of absence due to illness, employees shall submit to their department/unit head a doctor's certificate as proof of illness. Sick leave may be used as maternity or paternity leave by employees.
- E. An employee who has been off duty for five (5) consecutive working days or more for any health reason shall be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than five (5) consecutive working days, a doctor's statement or proof of illness will not be required except in individual instances where the sheriff has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a Facility physician may be required to make sure that the employee is physically fit for return to work.
- F. If, in the opinion of a physician designated and retained by the County , the health of an employee or immediate family, warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days, and any other compensatory time for such leave.
- G. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3 Disability Benefits

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act.

Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops.

Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability

are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4 Public Safety Employee Benefits Act

The Employer agrees to abide by the Public Safety Employee Benefits Act, 820 ILCS 320/1, *et. seq.*

Section 8.5 Life Insurance

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

Section 8.6 Pension Plan

Pension benefits for Employees covered by this Agreement shall be as mandated under the Illinois Compiled Statutes.

Section 8.7 Dental Insurance

All Employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans. This provision is subject to modification as described by Section 5.5 of this Agreement.

Section 8.8 Maintenance of Benefits

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Employer shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Employer shall meet and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussion. The Chapter reserves the right to bargain over such changes, including the right to arbitrate any dispute over such changes.

Section 8.9 Employee Assistance Program

The Employer has established an Employee Assistance Program (EAP) to function as a professional diagnostic and referral service for employees. This program is designed to deal comprehensively with any personal problems of employees which affect their physical or mental health and which may have a negative impact on their work productivity. It is understood that EAP is not intended to be a substitute or alternative to disciplinary action, when such action is warranted.

Section 8.10 Vision Plan

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans. This provision is subject to modification as described by Section 5.5 of this Agreement.

Section 8.11 Insurance Opt-Out

The Employer agrees to pay \$800.00/year to eligible employees who opt-out of the Employer's health
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benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program. Covered employees may not opt out if their spouse is also a County employee.

ARTICLE IX

ADDITIONAL BENEFITS

Section 9.1 Bereavement Leave

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. For purposes of this Section, an employee's immediate family includes parents, or such persons who have reared the employee, (either one or the other not both may be used), husband, wife, child (including step children and foster children), brothers, sisters, grandchildren, grandparents, spouse's parents. An additional two (2) days leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household if said funeral takes place more than one hundred fifty (150) miles from the Cook County Department of Corrections, 2700 S. California Ave., Chicago, IL.
- B. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. All leaves requested must be in writing.

Section 9.2 Personal Days

All employees shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time. Scheduling of personal time shall be pursuant to Section 9.6 herein.

Personal days may be used consecutively with the approval of the Sheriff/Designee and may be used as additional vacation leave with the prior approval of the Sheriff/Designee. If the health of an employee warrant's prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Accruals shall be 1.24 hours per pay period x 26 pay periods = 4.0014 days personal days off shall be scheduled in advance, absent an emergency, to be consistent with operating necessities and the convenience of the employee, subject to such approval

Section 9.3 Family and Medical Leave Act

Provisions of the Family and Medical Leave Act (FMLA), as provided by Federal Law. Covered employees must utilize all paid leave before eligibility for unpaid leave. Changes to the Employers

FMLA policy will be discussed with the Chapter prior to implementation

Section 9.4 Jury Duty Leave

Deputy Chiefs called upon for jury duty should notify their Department Director as soon as possible. Time off with pay shall be granted to individuals serving on jury duty. Straight time pay for eight (8) hours per day will be paid for the period served. The Deputy Chiefs time served on jury duty shall not be charged against sick time or vacation time and shall be considered time worked. Any compensation received for jury duty service shall be turned into the Personnel Department.

Section 9.5 Americans with Disabilities Act

The parties acknowledge that the employers are bound by the provisions of the Americans with Disabilities Act.

Section 9.6 Notice of Leave

Employees must give at least twenty-four (24) hours notice before utilizing any leave benefits, including but not limited to a vacation day, personal day, compensatory time day, floating holiday, or any other paid time off which was not previously scheduled. All requests for time off shall be granted, man power allowing. Request for time off shall not be unreasonably denied by the Employer.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 Regular Leave

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

- A. Leaves of absence without pay may be granted any covered employee. The leave shall be from the position and rank he or she holds at the time the leave is granted and on termination of the leave, the officer shall be returned to the same rank he or she held at the time the leave was granted provided a vacancy exists.
- B. All leaves of absence, except for military service, shall be for one year or less, with the privilege of obtaining a new leave at the expiration of the first. Leaves of absence shall be granted by the Sheriff, with notification to the Board. An officer, who fails to return to his position following the granted leave, or to request and be granted a new leave of absence on or before the expiration of this first leave, shall be deemed to have resigned.
- C. Leaves of absence without pay may be granted for the following reasons and purposes:

1. Illness of an Employee properly certified by a physician acceptable to the Sheriff and the Board; however, the Board may require a member who has applied for such leave to submit to a physical examination by a physician of its choosing;
2. Active duty in the military or naval service of the United States;
3. Training in an institution of higher learning;
4. Other reasons acceptable to the Sheriff and the Board.

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

Section 10.2 Seniority on Leave

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

Section 10.3 Retention of Benefits

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

Section 10.4 Military Leave

Military leave shall be provided in accordance with applicable laws.

Section 10.5 Approval of Leave

No request for a leave, as defined in Sections 1 and 4 of this Article will be considered unless approved by the Sheriff/Designee. The Sheriff/Designee may withhold such approval, if, in his judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leaves of absence will not be arbitrarily or capriciously denied, providing that the reasons for the leaves are in conformance with the existing policies regarding leaves of absence.

ARTICLE XI
GRIEVANCE PROCEDURE

Section 11.1 Policy

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

The purpose of this Article is to specify the method by which employees may present grievances and seek redress.

This policy shall apply to all bargaining unit employees under the jurisdiction of the Employer.

This policy shall apply to all bargaining unit employees without discrimination as to age, sex, marital status, race, creed, color, national origin, disability, political affiliation or political activity.

All employees shall have a right to file a grievance and shall be assured freedom from coercion, restraint, or reprisal.

The term "Employer" as read throughout this procedure refers to both the County and the Sheriff as "Joint Employers." It is recognized that because a joint employer relationship exists, certain grievances are appropriately answered by the elected official and others by county administration, depending on the subject matter of the grievance. An "Internal Grievance" is defined as a dispute or difference of opinion raised by an employee or the Chapter which pertains to the internal operations of the Sheriff's Department involving an alleged violation of this Agreement which pertain to matters within the jurisdiction of the Sheriff, including discipline. "County/External Grievance" is defined as a grievance which pertains to a matter involving policies established by the County involving an alleged violation of this Agreement including any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Cook County. The classification of a grievance as either an Internal or External Grievance shall be made by the Sheriff's Office after completion of Step 1 of the grievance process. In the event that the joint employers do not agree as to the classification of said grievance, the grievance shall be considered denied and may advance directly to Step 3 (impartial arbitration) if requested by the Chapter.

For the purposes of this Article, a "day" is defined as a calendar day exclusive of Saturdays, Sundays or Holidays.

The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

An employee is encouraged first to discuss the problem with the immediate supervisor.

If the employee feels the problem has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with this grievance procedure.

Section 11.2 Definitions

A "grievance" is a difference between an employee or the Chapter and the employer with respect to the interpretation or application of, or compliance with the terms of this Agreement between the Employer and Chapter, including disciplinary action. The parties agree that failure to pursue a grievance concerning any statute or ordinance referenced within this agreement through the grievance procedure shall not be the basis of a bar to proceed before any State or Federal Agency or Court.

Section 11.3 Representation

Only the aggrieved employee(s) and/or Representatives of the Chapter may present grievances. Employees may take up grievances through Steps One to Two either on their own and individually or with representation by the Chapter. If an employee takes up a grievance without Chapter representation, any resolution of the grievance shall be consistent with this Agreement and the Chapter representative shall have the right to be present at and receive a copy of such resolution. A grievance relating to all or a substantial number of employees (Class Action) or to the Chapter's own interests or rights with the Employer may be initiated at Step Three per the Chief Union Representative or his designee only. Once a Grievance has been filed for discipline of 30 calendar days or less, the Employer shall not impose such discipline until the completion of the 2nd Step of the Grievance Procedure.

Section 11.4 Grievance Procedure

A grievance filed against the Cook County Sheriff (DCSI) for an internal grievance, or against the County for a County/External Grievance, shall be processed in the set forth in this article on the form attached hereto as Appendix B (herein after "Grievance Form").

<u>Step</u>	<u>Submission Time Limit This Step</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	15 days	Supervisor/ Designee	7 days	7 Days
2	7 days	Deputy Director (DCSI), or County Manager	7 days	7 days
3	30 days	Impartial Third Party	15 days	30 days

Step 1:

Any Deputy Chief and/or Chapter representative who has a grievance shall submit the grievance in writing on the Grievance Form to the Deputy Chief's immediate supervisor or designee, not to include a bargaining unit member, specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth a complete statement of facts, the provision(s) of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fifteen (15) business days from the date of the occurrence of the matter giving rise to the grievance or within fifteen (15) business days after the Deputy Chief, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor, or his or her designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) business days of receipt with the grievant and an authorized Chapter representative, if one is requested by the Deputy Chief, at a time mutually agreeable to the parties. The immediate supervisor shall render a written response to the grievance within seven

(7) business days after the grievance is presented.

Step 2:

(a) Internal Grievance Step 2 Appeal: If an internal grievance is not settled at Step 1 and the Chapter desires to appeal, the appeal shall be submitted in writing on the Grievance Form by the Chapter to the Deputy Executive Director of DCSI within seven (7) business days of receipt of the decision of the Division Commander rendered at Step 1. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 1. The Deputy Executive Director of DCSI, or his designee, may investigate the grievance as he deems necessary and appropriate and shall offer to meet with a Chapter representative and the grievant to discuss the grievance within seven (7) business days of receipt of the Chapter's timely appeal. If no settlement of the grievance is reached, the Deputy Executive Director of DCSI, or his designee, shall submit a written answer to the Chapter within seven (7) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing unless both parties agree otherwise.

(b) County/External Grievance Step 2 Appeal: If an external grievance is not settled at Step 1 and the Chapter desires to appeal, the appeal shall be submitted in writing by the Chapter to the Director of Human Resources/Designee within seven (7) business days of receipt of the decision of the Deputy Director (EMU) rendered at Step 1. The grievance appeal shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 1. Thereafter, the Executive Director of DCSI, or his designee, and such other individuals as may be deemed appropriate by the Executive Director of DCSI, shall meet with the grievant, the Chapter representative, and an outside, non-Deputy Chief representative of the Chapter if desired by the Deputy Chief, within seven (7) business days of receipt of the Chapter's timely appeal, if at all possible. If no settlement of the grievance is reached, the Chief, or his designee, shall submit a written answer to the Chapter within seven (7) business days following the meeting. If the grievance is settled at this Step, the settlement will be reduced to writing unless both parties agree otherwise.

Step 3. Impartial Arbitration

If the grievance is not settled in Step 2 and the Chapter wishes to appeal the grievance from Step 2 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within thirty (30) business days of receipt of the Employer's written answer as provided to the Chapter at Step 2.

1. The Employer and the Chapter shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, pursuant to its Labor Arbitration Rules. The parties agree that they can mutually reject an entire panel and request that a new panel be submitted before the striking process begins. The parties shall determine by the toss of a coin who shall strike first, then alternately strike names one at a time until one arbitrator is selected. If the arbitrator selected is unavailable for hearing for more than six (6) months a new arbitrator will be selected from the current panel or a new panel requested only by mutual agreement.

2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Employer representatives.
3. The Employer and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Chapter retain the right to employ legal counsel at their own cost.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of the arbitrator's written transcript, if one is requested, shall be divided equally between the Employer and the Chapter. Each party shall be responsible for compensating its own representative and witnesses, and for the cost of their own transcript.

Section 11.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been violation, misinterpretation or misapplication of this Agreement. The arbitrator shall be without power to make any decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Joint Employers, the Chapter and the covered employees.

Section 11.6 Time Limits

No grievance shall be entertained or processed unless it is submitted within the time frames set forth in this Agreement. The initial time limit for presenting a grievance shall be fifteen (15) working days. Time limits may be extended by mutual agreement in writing between the Employee and/or the Chapter and the Employer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Deputy Chief and/or the Chapter may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits of this procedure may be extended by mutual agreement of the parties.

Section 11.7 Representatives

The Chapter will advise the Employer in writing of the names of the Chapter Representatives and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Chapter Representatives will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, or to represent covered employees during disciplinary investigations, provided that the operations of the Employer are not adversely affected. In all cases the

primary mission of the Employer and proper manpower considerations shall be controlling. It is mutually recognized that the principle of proportional representation is a sound and sensible basis for determining the number of Representatives.

Section 11.8 Union Representatives

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

ARTICLE XII

CONTINUITY OF OPERATION

Section 12.1 No Strike

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

Section 12.2 No Lock-Out

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

Section 12.3 Reservation of Rights

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

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Prohibition Against Discrimination

In accordance with applicable law neither the County nor the Chapter shall discriminate against any employee covered by this Agreement on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age, national origin, military discharge status, source of income or housing, membership or lack of membership in the Chapter/Union, or mental and/or physical disability unrelated to the Covered Employee's ability to perform the job. The parties agree that failure to pursue such a complaint of discrimination through the grievance procedure shall not be the basis of a bar to

proceed before any State or Federal Agency or Court.

Section 13.2 Safety and Working Conditions

It is agreed that the Employer is subject to applicable statutory responsibilities in the area of Health and Safety.

Section 13.3 Partial Invalidity

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet, negotiate and replace those provisions declared invalid.

Section 13.4 Sub-Contracting

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise the Chapter at least 30 days in advance when such changes are contemplated and will discuss such contemplated changes with the Chapter, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Chapter in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

The Chapter recognizes that the County has statutory and charter rights and obligations in contracting for matters relating to County operations. The rights of contracting or subcontracting are vested in the County. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the County will hold advance discussions with the Chapter prior to letting the contract and will advise the Chapter of the nature, scope and work to be performed by the subcontracting. The Chapter will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit. It is understood by the parties that the right to contract or subcontract shall not be used for the purpose or intention of undermining the Chapter.

Section 13.5 Tuition Reimbursement

- A. The Employer recognizes the benefits of a well-educated work force and therefore encourages employees to continue their education and acquisition of new skills through any state accredited college or university.
1. The Employee's selected major or minor discipline can be related to his/her present job or a perspective departmental position.
 2. The Employee completes the course with a minimum passing grade of "B" or "Pass".
 3. The Employee notifies and completes the request for reimbursement procedure within 30 days prior to the commencement of the course, employees shall notify the Employer within thirty (30) days of the successful completion of said course in order to qualify for this benefit. Applications for reimbursement are available by contacting the Cook County Department of Human Resources - Training Division.

- B. All County of departmentally sponsored courses and training programs will be afforded to all employees fairly and without restrictions. Notice of these courses or programs will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application.
- C. It is understood that the education reimbursement fund allocations are designed to refund educational expenses to employees and not supplement the existing training budget or plans. Reimbursements shall not exceed \$300 per employee per fiscal year on a first come basis.
- D. Tuition fund allocations shall be used for the sole purpose of uses defined under this article. If funds fall in danger of depletion/exhaustion, employee departmental seniority (in addition to A-1, 2, & 3) will be the primary factor of consideration for remaining disbursement of funds.
- E. The Employee will receive reimbursement within 60 days of approval and verification of courses taken, grades received and expenses incurred.

Section 13.6 Deputy Chiefs Personnel Files

Upon written request to the Department Personnel Office, an employee may inspect on a reasonable basis his/her personnel file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. It is understood that only one official file shall exist for each employee. The Employer agrees to abide by the Illinois Personnel Record Review Act as amended, 820 ILCS 40/01 et seq. It is understood that only one official file shall exist for each employee.

- A. Number, Type and Content - Only one (1) Personnel file will be maintained at the Employee's respective department for each employee. The County shall have the right to maintain a personnel file at their central office. No other files, records or notations shall be kept by the employer or any of its Representatives except as may be prepared or used by the employer or its counsel in the course of preparation for any pending case, such as a Merit Board matter or grievance.
- B. Division Files - All Personnel files shall be maintained in the Personnel office only. Divisions or units shall maintain attendance records and those files necessary for the efficient operation of that Division or unit. All files pertaining to any disciplinary action shall be maintained in the Personnel office, Executive Director's office, or Investigative section.
- C. Employee Review - Employees and/or their authorized Chapter Representative, if authorized by the employee, shall have the right, at reasonable intervals, upon request, to review the contents of their personnel file or Division/Unit files. Such review may be during working hours, with no loss of pay for time spent and the employee may be accompanied by a Chapter representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored and shall be provided to the employee in writing within a reasonable period of time. A covered employee has the right to have placed in the file a written rebuttal to any adverse material.
- D. Employee Notification - A copy of any disciplinary action or material related to employee performance which is placed in the Personnel file shall be served upon the employee (the

employee so noting receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of the employer. It is the obligation of each employee to provide the employer with his/her current address.

Section 13.7 Expungement of Personnel File Information

Records of minor disciplinary infractions shall be expunged from the Deputy Chiefs personnel files by the Chief, or his designee, in the following manner:

1. After a finding of "Exonerated," "Unfounded," or "No conclusion," the material shall be expunged immediately.
2. After verbal counseling/reprimand, the material shall be expunged after 6 months.
3. After a sustained charge/written reprimand, the material shall be expunged after 12 months.
4. After the issuance of three (3) day or less suspension, the material shall be expunged after eighteen (18) months.
5. After the issuance of more than three but less than thirty (30) days suspension, the material shall be expunged after two (2) years.
6. A sustained allegation involving excessive force, sexual harassment, discrimination or dishonesty in the performance of official duties, or criminal conduct related to their official duties shall not be subject to expungement.

Records of investigations of misconduct and disciplinary actions shall not be expunged in the above timeframes when a Deputy Chief has investigations of misconduct or disciplinary actions pending that are similar in nature to any files that are due for expungement. The prior disciplinary records may be used for the purposes of progressive discipline for newly sustained allegations. Upon conclusion of the new investigation, the previous records may then be expunged in accordance with all of the above stated rules.

Any information of an adverse employment nature that may be contained in any Exonerated, Unfounded, or No Conclusion file shall not be used against the Deputy Chief in any future disciplinary proceeding. A Sustained allegation of misconduct involving excessive force, sexual harassment, discrimination, dishonesty in the performance of official duties or criminal conduct may be used in future employment decisions, including disciplinary proceedings to determine credibility, notice, and the appropriate penalty.

Section 13.8 Indemnification

A. Employee Responsibility

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

B. Legal Representation

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

C. Cooperation

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

D. Applicability

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

Section 13.9 Cook County Sheriff's Merit Board

Notwithstanding any other express provisions of this Agreement, it is understood that employees are subject to the Rules and Regulations of the Cook County Sheriff's Merit Board.

Section 13.10 Credit Union

The Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members Advantage Credit Union (sponsored by Metropolitan Alliance of Police), or Credit Union One, offered by the County. These funds will be remitted on the same day as the employee's pay day.

Section 13.11 General Orders

Notwithstanding any other provision of this Agreement, the Chapter must be notified in advance of any contemplated change in the general orders directly affecting the covered employees.

Upon hire, the Employer shall provide each employee Officer covered by this Agreement with an up-to-date copy of all general orders, which shall be in a 3-ring binder. Upon issuance of any newly published General Order(s) or addenda, each employee covered by this agreement will be tendered a copy of such Order(s) and/or addenda. Each employee shall sign for his/her copy upon receipt of these general orders and/or addenda. A current copy of all General Orders will be kept in an area accessible by all employees for reference by the Officers.

Section 13.12 Uniforms and Equipment

In the event that the employer requires specialty equipment or uniforms, it will provide a uniform allowance equal to the uniform allowance provided to other unionized sworn law enforcement units within the Sheriff's Department.

Section 13.13 Travel Reimbursement

Bargaining unit members will be reimbursed for travel in the event of utilizing their personal vehicle

after reporting for duty and will be reimbursed at the maximum rate per mile allowed by the IRS; Parking fees and tolls will be reimbursed by the Employer for use of personal vehicle if used while on duty or Employer owned vehicle while in the performance of official duties.

Section 13.14 Secondary Employment

Employees engaged in secondary employment with permission shall be allowed to work unlimited hours as long as these hours do not affect the employee's ability to perform his assignments with the employer. Secondary employment shall not unreasonably be denied and once allowed, shall not be terminated except for just cause.

Section 13.15 Duty Related Injury

In the event a Covered Employee is injured on duty and is unable to perform his/her duties, the employee may be placed on duty related injury leave until such time as the employee is deemed fit to return to duty. During the time the officer is on a duty related injury leave he/she shall retain all seniority and benefits, to include, but not limited to, their credentials and badge; however, the Sheriff retains the right to recall credentials for just cause, and officers shall surrender their credentials and badge if they are absent from work for more than 180 days (six months).

Section 13.16 Temporary Light Duty

Covered Employees may be returned to full-time restricted duty position for a period of not more than 6 months so long as the employee's attending physician has provided a written prognosis of expected return to full duty, the employee has a medical release from the same physician to perform such work, providing both parties agree that a temporary light duty position can be accommodated.

Section 13.17 Retirement Star and Identification

All Covered Employees who retire from the Cook County Sheriff's Department of DCSI shall be issued their retirement badge and identification on their final day of service with the Department after having given at least 60 days notice in writing of his/her intention to retire. The Sheriff reserves the right to deny the issuance of the identification and the star upon good cause shown.

Section 13.18 Accident Review Board

The parties agree that there shall be a Board to review all accidents the current practicing policy that the Employer has instituted involving employees Pursuant to the Cook County Sheriff DCSI General Orders.

Section 13.19 Election Day

An employee who is a registered voter will receive two hours (2) time off without pay during his regular workday so that he/she may vote in the general election.

Section 13.20 Residency

The parties agree that there shall be no residency requirements for any covered employees who have been employed by the Sheriff's Office prior to March 31, 2010. Any new employees must reside within the County of Cook within 12 months of their date of promotion to the rank of Deputy Chief.

Section 13.21 Creation of New Units

The Employer agrees that when a new unit is sought to be created within DCSI which may impact upon the Chapter, the Chapter will be given in advance notice of at least thirty (30) days and will be given an opportunity to discuss the Unit.

Section 13.22 Alcohol and Drug Testing

The covered employees agree to abide by the Sheriff's current drug and alcohol testing policy.

Section 13.23 Mandatory Retirement

Pursuant to the Home Rule authority of the County of Cook, the age for retirement of any Deputy Chief appointed after March 31, 2010 is 65 years. The County of Cook and/or Sheriff of Cook County agree to defend and indemnify the Metropolitan Alliance of Police and its Agents for any legal action taken or not taken concerning the interpretation or enforcement of this provision.

ARTICLE XIV

JOB POSTING AND TRANSFERS

Section 14.1 DCSI Assignments

Deputy Chiefs shall be assigned within DCSI to Records, the Fugitive Section, the Technical Services Section (TSS), the Monitoring Unit, and Patrol. Covered employees shall not be transferred from their assignments without just cause.

Section 14.2 Job Posting and Temporary Assignments

A vacancy is recognized for the purpose of this Article exists when an employee is transferred, resigns, retires, dies, is discharged, when there are new facilities/units created, or when the Employer increases the number of employees in a facility/unit, except for details for not more than 30 days. When an employee is suspended and removed for disciplinary reasons for more than 30 days, a recognized vacancy is created. A successful bidder may not bid for another recognized vacancy for one (1) year.

A list of any vacancies so defined shall be submitted, in writing, to the union on a rotating thirty (30) day basis and shall include the thirty (30) day temporary assignments. A minimum maximum list for staffing of all areas to be submitted, in writing, by the Employer to the Union on a six (6) month basis

- A. Posting of Vacancies and Bidding. Whenever a recognized vacancy occurs within the Electronic Monitoring Unit or other sections of DCSI or any other new programs or units under the auspices of the Office of the Sheriff of Cook County and where there would be a Deputy Chief the vacancy will be posted and filled in the following manner:
1. In order to bid for any vacancy, a covered employee must be on active duty status. No employee shall be allowed to bid who is on duty injury, disability, maternity leave, or suspensions of 30 days or more.
 2. In order to be considered for the job vacancy the interested employees must submit their bids in writing to the Executive Director's office within the seven (7) day posting period.
 3. All vacancies will first be filled by the most senior employee who bids thereof. In the event there are no bidders, the Employer may fill a recognized vacancy at his discretion with the least senior employee with the ability to do the job or with any consenting employee.
 4. The Employer shall fill a vacancy with the successful bidder within 15 days after bids are

closed.

- B. Temporary Assignments. The employer may temporarily assign employees based on inverse seniority, without being required to post said temporary assignment, provided that at the time of assignment it is anticipated that the assignment will not exceed thirty (30) calendar days. The temporarily assigned employee will be reassigned to the position from which he was transferred from upon completion of the temporary assignment. Temporary assignments will not be used to avoid job posting and bidding or used as a way to harass or discriminate against an employee. The temporary assignment shall not exceed 30 days without mutual agreement. Notice shall be given of temporary assignments including dates during which the temporary assignment shall be made.

Section 14.3 Notification

The Employer shall inform the Chief Union Representative and/or a Union official in writing on at least a quarterly basis, of the number of the recognized vacancies filled or transfers which the Employer exercised during the past 90 days.

Section 14.4 Transfer of Elected Bargaining Members

Employees acting as President, Vice President or Secretary of the Chapter 438 shall not be transferred from their job classifications, shift, division/unit, or departments because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or department, other than in an emergency, will be discussed with the Union in advance of any such transfers.

ARTICLE XV

DISCIPLINARY ACTION POLICY AND PROCEDURE

Section 15.1 General Statement

The Employer shall not take any disciplinary action against an employee without just cause. The Chapter and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate. Nothing in this Agreement shall be construed to preclude the applicability of "Uniform Peace Officer Disciplinary Act", as set forth in Illinois Compiled Statutes, 50 ILCS 725/1 et. seq., but said Disciplinary Act shall not be incorporated herein by reference. Nothing herein shall be construed as a waiver of Deputy Chiefs' right under the Illinois Public Labor Relations Act to union representation in disciplinary questioning.

Section 15.2 Purpose

To provide a mechanism whereby disciplinary action will be initiated in a series of progressive steps, depending upon the severity of the rules infraction.

Section 15.3 Policy

- A. Discipline is intended to be corrective and should follow a series of timely and progressive steps to change the Employee's unacceptable conduct or behavior.
- C. In general, discipline will include the following steps:

1. Written reprimand(s)
 2. Suspension(s)
 3. Discharge
- D. Sick time is not to be used by Employees as vacations or simply to take time off with pay, but Employees shall not be disciplined for the bona fide use of sick time. The Employer shall keep the Chapter informed of Employees suspected of abusing sick time and the Chapter will cooperate with the Employer in counseling individuals in an effort to minimize such abuse. Excessive absences from work when not documented as a major illness, disability or injury on duty are unacceptable. This includes both misuse or abuse of medical time and dock time. The parties agree that when an Employee is "written-up" for misuse of sick leave that Employee shall provide a doctor's note at or before his/her Step 1 grievance hearing. In the event the Employee fails to provide such documentation then the grievance shall be denied.
- E. Disciplinary action may begin or advance to any step dependent upon the nature of the infraction. Once disciplinary action has been taken against an Employee, such disciplinary action on the particular charge cannot be increased in severity, unless additional facts are presented, which increase the severity of the offense. Any subsequent adjustment of the discipline shall be made only by mutual agreement in settlement of the dispute.
- F. Should it be necessary to reprimand an Employee, management will attempt to administer such reprimand so as not to unduly cause embarrassment to the Employee (example: never on roll call or in the presence of an inmate or visitor).
- G. All discipline shall be given only for just cause. The level of disciplinary action and/or degree shall be appropriate to the infraction including, if appropriate, consideration of the following:
1. Documentation of Employee's past conduct.
 2. Whether or not the Employee was adequately warned and counseled of the consequences of his/her conduct.
 3. Length of service.
 4. Seriousness and circumstances of the infraction.
 5. County or Sheriff's practice in similar cases.
 6. Motives and reasons for violating a rule.

Section 15.4 Appeals Procedure

Department disciplinary actions for demotions, suspensions of thirty (30) days or less, excluding counseling and/or written reprimands shall be subject to the grievance procedure. Merit Board action is subject to administrative review of the Circuit Court of Cook County. Grievances involving written reprimands shall be initiated at Step 1 and may be processed only through Step 3 of the grievance procedure. Should the Chapter consider the suspension of an Employee to be improper, the Chapter shall submit a written grievance to the Sheriff or his/her designated Representative within ten (10) calendar days of the Chapter's receipt of the formal notice of the action. The grievance shall be processed in accordance with Step 3 of the grievance procedure.

Section 15.5 Disciplinary Action Form

- A. The disciplinary action form is to be completed for all steps of disciplinary action. A form mutually agreed on by the Sheriff and the Chapter shall contain at least the following:
1. Name of employee being disciplined.
 2. Date of report.
 3. Date and time of infraction.
 4. The infraction committed, with a description.
 5. Supervisor signature space.
- B. The disciplinary action form is given to an Employee by his immediate supervisor in a conference discussing the disciplinary action. The form shall be signed by the immediate supervisor or the Sheriff's designee and the Employee. If the Employee refuses to sign the form, the refusal will be noted in the space designated for the Employee's signature by both the supervisor and the Chapter Representative.
- C. Copies of the disciplinary action form are distributed as follows:
1. The Employee
 2. Chapter Representative
 3. Executive Director
 4. Internal Investigations

Section 15.6 Disciplinary Suspensions

Suspensions for thirty (30) calendar days or less may be given when there has been previous disciplinary action or for the first infraction of a serious nature. Suspensions in excess of thirty (30) calendar days, including termination charges, may only be issued after approval by the Sheriff and review by the Command Channel Review process.

Section 15.7 Representation

The parties agree that all bargaining unit employees shall be afforded "Weingarten Rights" under the Illinois Public Labor Relations Act.

Section 15.8 De-Deputization

"De-Deputization" is a process wherein the Officer is required to relinquish his/her deputy card and/or credentials (the affected officer shall be allowed to keep their badges as long as they are employed). No officer covered herein shall be subject to De-Deputization except for just cause. All officers who have been De-deputized and who have either served their suspensions or who are exonerated or whose disciplinary matter had been otherwise disposed of shall have their credentials and deputy card returned immediately following such action or disposition except for just cause. It is agreed that "de-deputized" employees shall be permitted to work with full pay and benefits until either the employee's deputy status is restored or the employee is removed from service through a Loudermill Hearing. This provision does not waive or otherwise diminish the employee's right to a hearing before the Cook County Sheriff's Merit Board.

ARTICLE XVI

SUMMARY PUNISHMENT

Section 16.1 Summary Punishment

Summary Punishment is an alternative to formal disciplinary procedures when conduct of a less serious misconduct is observed by or comes to the attention of a department supervisor. Less serious misconduct are acts of omissions, of a less serious nature, which lend themselves to prompt and appropriate corrective action. These matters include those violations of the DCSI Corrections rules, orders and procedures which pose no threat to the safety or security of correctional staff, inmates or the institution.

Section 16.2 Summary Punishment Limitations

A. Supervisors will exercise discretion without favoritism in the application of Summary Punishment.

B. The Summary Punishment which may be administered for less serious misconduct other than tardiness and minor abuse of medical roll shall be limited to:

FIRST OFFENSE: A written reprimand.

SECOND OFFENSE: Suspending an affected member for one (1) day without pay.

THIRD OFFENSE: Suspending an affected member three (3) days without pay. More than three (3) sustained less serious misconduct charges will result in action taken under major cause infraction.

C. An officer will be allowed to use accumulated time due, personal days or work regular days off without pay to satisfy days off without pay, i.e., suspension, imposed against said officer as a result of Summary Punishment. However, the initial loss of wages as a result of being absent without permission shall not be considered as Summary Punishment served.

Section 16.3 Procedures

When Summary Punishment is deemed appropriate, the supervisor initiating the process will complete the Summary Punishment Action Request form within twenty (20) days upon which he will indicate the less serious misconduct and recommendation for Summary Punishment Penalty and sign in the appropriate signature block. The Summary Punishment Action Request form will then be reviewed with the affected member who shall (no later than the next reporting date) sign the form on the appropriate signature block and indicate on the form by checking the appropriate box one of the following two (2) options:

1. Acceptance of the recommended Summary Punishment which shall constitute a waiver of the grievance and hearing procedure.
2. Refuse to accept the Summary Punishment and implement the Grievance procedure.

ARTICLE XVII

DURATION

Section 17.1 Term

This collective bargaining agreement shall be effective from the date of ratification by the Chapter and Union and the approval by the County Board and the Sheriff of Cook County through November 30, 2012.

It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

Section 17.2 Notice

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

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

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

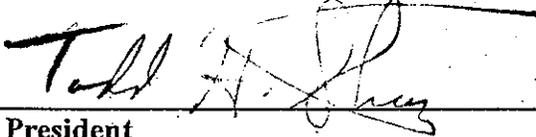
1. Metropolitan Alliance of Police
215 Remington, Suite C
Bolingbrook, Illinois 60440
2. T. Steven Calcaterra
1220 Iroquois Lane, Suite 204-B
Naperville, Illinois 60563

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

Signed and Entered into this 1st day of September, 2010.

COUNTY OF COOK:

BY:



Todd Stroger, President
Cook County Board of Commissioners



Thomas Dart, Sheriff

ATTEST:

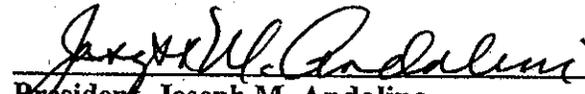


David Orr, Cook County Clerk

CHAPTER:

Metropolitan Alliance of Police
Cook County DCSI Deputy Chiefs Chapter #438

BY:



President, Joseph M. Andalina
Metropolitan Alliance of Police



Brian O'Toole
Chapter President

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 01 2010

COM _____

APPENDIX A

METROPOLITAN ALLIANCE OF POLICE

(DCSI DEPUTY CHIEFS)

Job Code	Grade	Title
5415	DC1	Deputy Chief of Electronic Monitoring

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

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

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

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

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

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)

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

INPATIENT SERVICES (MEDICAL & SURGICAL)

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

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

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

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

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

**Employee Contributions
Effective June 1, 2008**

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

VISION BASIC BENEFITS – APPENDIX C

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

Eye Examination: \$0

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

Eyeglass Lenses: \$0

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

Frames **: \$0

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

Contact Lenses **: \$0

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

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

LENS OPTIONS CO-PAYMENTS

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

DENTAL HMO BENEFITS -- APPENDIX C

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

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

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings 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	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum*
Lifetime Maximum	\$1250	\$1250

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

DRUG-FREE WORKPLACE POLICY

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I. PURPOSE

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

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

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

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

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

- F. Provide for confidentiality of testing results;
- G. Decrease absenteeism, injuries on the job, liability and financial burden on employee health and benefit programs;
- H. Ensure the professional credibility, unimpeachable integrity and judgment of sworn employees by providing sanctions for prohibited off-duty conduct which undermines public trust and is inconsistent with on-duty representations;
- I. Promote public confidence in the safety and integrity of all sworn personnel and ensure their fitness for duty;
- J. Discourage and deter any temptation to deviate from acceptable behavior by the implementation of a drug testing program and subsequent disciplinary sanctions that guarantee that the only acceptable course of conduct is complete abstinence from illegal drug and controlled substance use;
- K. Balance the interests of the Department, employees and the general public with a fair, confidential and accurate drug testing program;
- L. Recognize the establishment of the Drug Testing Unit within the Sheriff's Office as a critical component of efforts to combat drug abuse in our society;
- M. Describe responsibilities and procedures relative to the Drug Testing Program;
- N. Institute the use of the Drug Testing Program Notification Form (RDT-92-100) and the Drug Screen Specimen Affidavit Form (RDT-92-101).

II. POLICY STATEMENT

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

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

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

- A. This policy applies to all sworn employees of the Department. For the purposes of this policy and directive, sworn employees (or employees) are defined as persons of any rank or title who are required, or authorized, to carry firearms while on or off duty, and who derive their peace officer powers from their status as deputy sheriffs by virtue of appointment by the Sheriff of Cook County.
- B. The term "drug" or "controlled substance" include, but are not limited to, the following substances and their respective metabolites:
1. Cannabis as defined in 720 ILCS 550/3 (a), or as amended
 2. Controlled substances as defined in Chapter 720 ILCS 570/102 (f), or as amended
- C. The unlawful involvement with drugs; the presence in an employee's system of drugs or controlled substances or their metabolites; the use of cannabis or non-prescribed controlled substances; or the abuse of legally prescribed drugs or controlled substances by sworn employees of the Department, at any time, while on or off-duty, are strictly prohibited.
- D. Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a sworn exempt employee or probationary merit employee; or the referral of charges to the Merit Board, by the Sheriff or his designee, seeking the discharge of a sworn merit employee.
- E. This policy does not apply to the use of controlled substances within the limits of a medically valid prescription except where such use is found to be an excessive or abusive use of prescribed controlled substances; legal drugs illegally obtained; multiple prescriptions for controlled substances from one or more physicians; or not in accordance with the "good faith" definition provided in 720 ILCS 570/102 (u).
- F. All sworn employees of the Department shall be subject to urinalysis drug testing on a mandatory, random or reasonable suspicion basis. Employees selected for drug testing are required to cooperate fully in the testing process. The actions listed below, whether they occur during or after the collection or analysis of drug specimens, are violations of this policy. Any such action will be used as a basis for the initiation of a disciplinary action in accordance with Article 11, Section D, of this directive.
1. Refusal to submit to testing;
 2. Failure to cooperate;
 3. Tampering or attempting to tamper with urine specimens;
 4. Adulteration of a test sample;
 5. Submission of or attempt to submit a false test sample;

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

3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical and medical time is used initially but other time earned is then used in the alternative the employee will be subject to testing.
 - a. From a leave of absence or suspension;
 - b. Pursuant to an order of court or an order of the Merit Board;
 - c. to be re-employed.
4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion, or when the circumstances require testing in accordance with existing statutes.
 - I. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their official assignments shall not be disciplined under this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of an on-duty activity.
 - J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III. MANAGEMENT RESPONSIBILITIES

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

- A. Commanders and supervisors shall request approval by the Department Head that a sworn employee be required to submit to a drug test when they have a reasonable suspicion that the employee is under the influence of drugs while on-duty or otherwise in violation of this order and policy.
- B. Any commander or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the facts constituting reasonable suspicion.

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

IV. EMPLOYEE RESPONSIBILITIES

While the use of medically prescribed drugs is not per se a violation of this policy, failure by the employee to notify his/her supervisor before beginning work, when taking prescribed drugs which could foreseeably interfere with the safe and effective performance of duties or operation of Department equipment can result in discipline.

In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required. Each employee shall:

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

V. CONFIDENTIALITY

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the Department through the drug testing program are the property of the Department and are confidential communications. They shall not be used or received in evidence in any criminal proceeding against the employee, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the provisions of this order.

- A. Laboratory reports and test results shall not be placed in an employee's general personnel file, but shall be kept in a separate confidential medical folder that shall be securely kept under the control of the Drug Testing Unit. The Unit is authorized to release the contents of the confidential medical folder to the Department Head or Commander of Internal Investigations.
- B. Disclosure of a positive confirmed drug test result without employee consent is authorized when it is:

1. Required in a disciplinary action;
 2. Compelled by law or by judicial or administrative process (providing that the employee is given timely written notice by the Department);
 3. The information is needed by medical personnel for the emergency diagnosis or treatment of the employee, and the employee is unable to authorize disclosure.
- C. No physician-patient relationship is created between an employee and the Department or any person performing or evaluating a drug test, solely by the establishment, implementation or administration of the drug testing programs conducted in accordance with this order and policy.

VI. TESTING LABORATORY CERTIFICATION

- A. The initial screening of urine specimens and confirmation testing of positive immunoassays required by this policy shall only be conducted by a licensed laboratory that meets the standards appropriate to the application of analytical forensic toxicology. The laboratory must conform to the guidelines of, and be certified to perform urine drug testing by, the Substance Abuse and Mental Health Services Administration (SAMHSA) and must be licensed by the U.S. Department of Health and Human Services (HHS).

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11, 1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the:

1. College of American Pathologists, American Association for Clinical Chemistry, Forensic Urine Drug Testing Accreditation Program;
2. U.S. Department of Health and Human Services Clinical Laboratory License;
3. State of Illinois, Department of Public Health License (Illinois Clinical Laboratory Act);
4. State of Illinois, Department of Professional Regulation, Controlled Substance License;
5. U.S. Department of Justice, Drug Enforcement Administration Controlled Substance Registration.

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

VII. DRUG TESTING UNIT

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

- A. Assuring that privacy intrusions are minimized during the collection of urine specimens and that specimens are stored and transported to testing laboratories under such conditions that the quality of the specimens shall not be jeopardized;
- B. Ensuring that the identities of employees whose tests show positive for the presence of a drug or controlled substance are limited to the Department Head or the Commander of Internal Investigations;
- C. Ensuring the development of a computer generated program to select employees for random drug testing;
- D. Assuring rigorous chain of custody procedures for the collection, handling and proper documentation of test specimens during testing and storage;
- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;

- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Ensuring the notification of an employee's unit of assignment upon completion of the employee's specimen collection;
- I. Coordination and liaison with the certified testing laboratory contracted by the Department;
- J. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests;
 - 2. Verified positive test results;
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- K. Assisting in developing employee drug education and prevention programs.

VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. Each workday shall present every affected employee with a new opportunity of being required to submit to the random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.
- B. The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) per cent of the sworn employees who are in the common selection pool.
- C. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant.
- D. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection schedules.

- E. The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

IX. EMPLOYEE NOTIFICATION PROCEDURES

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

- A. Original to the affected employee for presentation at the Drug Testing Unit for its retention;
- B. Second copy shall be retained by the affected employee;
- C. Third copy shall be retained by the commander or supervisor of the affected employee in the unit of assignment or detail for 30 days.

The commander/supervisor of an affected employee, when notified that the employee is leaving the unit of assignment to submit the required specimen, shall immediately contact and inform the Drug Testing Unit that the employee is enroute to the testing site.

X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

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

- A. Upon notification that he/she has been selected for drug testing, the employee shall be required to report to the Drug Testing Unit office site in a timely fashion before the conclusion of his/her tour of duty on which the notification was received.

Affected personnel shall report in accordance with the following schedule:

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
2. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;
3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.

- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

XI. TEST RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
 - 1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 - 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 - 3. If the second test confirms the initial positive test result, the employee shall be notified of the results in writing. The notification shall identify the particular drug(s) or controlled substances or their metabolites and shall specify the concentration level.
 - 4. An employee whose confirmation test as specified in paragraph 3, is deemed positive, may, at the employee's own expense, have additional testing conducted on the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA) and must meet the requirements established by Article VI of this Order.
 - 5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his/her drug test.
 - 6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.

7. Quantitation for a retest is not subject to a specific cut off level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
 8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee selected laboratory by the Department laboratory.
 9. If the HHS/SAMHSA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest. Such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
 10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, or if the employee fails to present the results of the second laboratory's test within the allotted time, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.
- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, prescribing physician's statement, etc.).
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigations Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII. SEARCHES FOR ILLEGAL DRUGS

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

In the course of an investigation under this policy where reasonable grounds exist either by testing positive for substances provided for in this policy or by being arrested for a violation of the Illinois Controlled Substance Act or the Cannabis Control Act, searches of employee owned property may only occur on Department premises or in Department owned vehicles. By accepting employment with, or performing services for the Department all employees are deemed to have consented to such searches and no further consent shall be necessary.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

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

XV. SAVINGS CLAUSE

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