

**COLLECTIVE BARGAINING AGREEMENT**

Between

**Local 73 - SERVICE EMPLOYEES INTERNATIONAL UNION**

**(S.E.I.U.), AFL-CIO**

**(Facilities Management Custodial)**

And

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**MAY 21 2014**

**COUNTY OF COOK**

**COM. 142298**

**December 1, 2008 Through November 30, 2012**

**Effective upon approval by the Cook County Board of Commissioners**

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# COLLECTIVE BARGAINING AGREEMENT

## PREAMBLE

This Collective Bargaining Agreement is entered into between the County of Cook (hereinafter referred to as the "Employer" or "County") and the Service Employees International Union Local 73 (hereinafter referred to as the "Union").

## ARTICLE I Recognition

### Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

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

- Sheriff's Executive Office (Executive, Personnel & Finance)
  - Custodian
  - Youth Services
  - Court Services
  - Police Department
  - Department of Corrections
  - Elevator Operators
  - Window Washers

### Section 1.2 Union Membership:

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

### Section 1.3 Checkoff:

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

**Section 1.4 S.E.I.U. Cope:**

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made.

**Section 1.5 "Fair Share":**

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

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

by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

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

**Section 1.6 Religion Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

**Section 1.7 Indemnification:**

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

**Section 1.8 Neutrality:**

If the Union seeks to represent a group or groups of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Labor Relations Act and Illinois Local/State Labor Relations Board.

**ARTICLE II**

**Employer and Union Rights and Obligations**

**Section 2.1 Employer Rights:**

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

An Employee elected to the Executive Board of the Local during the term of this contract shall be granted time off or shall have his or her schedule adjusted to permit his/her participation in meetings or other affairs of this Local.

**Section 2.2 Employer Obligation:**

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

**Section 2.3 Integrity of the Bargaining Unit:**

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

**Section 2.4 Union and Employer Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet on a quarterly basis through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than eight (8) representatives to a labor-management committee for this purpose.

The Steward and the Building Custodian shall have monthly discussions regarding any concerns within their specific areas.

These discussions shall include, but not be limited to, the following areas:

1. Work Assignment Distribution
2. Distribution of Overtime
3. Provision of Proper Supplies and Cleaning Materials
4. Safety Issues

**Section 2.5 Employee List:**

The Employer agrees to furnish the Union with the name, address, city, state, zip code and work location of all new employees covered by this Agreement on a monthly basis.

**Section 2.6 Union and County Meetings Respecting Health Care:**

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

**ARTICLE III**  
**Hours of Work and Overtime**

**Section 3.1 Purpose of Article:**

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

**Section 3.2 Regular Work Periods:**

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time. The length of paid lunch periods presently granted by each department shall remain in effect. Employees shall be entitled to two (2) fifteen (15) minute breaks per shift.

**Section 3.3 Compensatory Time and/or Overtime Compensation:**

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. Employees who are required to work overtime will be paid based on a forty (40) hour work week. At the employee's option, such compensation will be made in the form of compensatory time off or pay. Hours in pay status, with the exception of sick time shall count as time worked in computing overtime.
- C. Employees shall receive payment for overtime worked within thirty (30) days following the pay-period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
- D. Compensatory time may be used in time blocks of one (1) hour or more, at a time. Use of compensatory time will be granted provided a reasonable notice has been given and provided that the grant of time will not cause an unreasonable burden on the employer.

**Section 3.4 Distribution of Overtime:**

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Employer/Designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the Employer/Designee may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a department or operating unit.

An overtime sign-up and rotation sheet shall be posted monthly at each location for the purposes of the fair distribution of overtime amongst bargaining unit employees by location.

**Section 3.5 Docked Time:**

The employer will not unilaterally deduct from an employee's sick, vacation, C/E, personal time or time due. Employee upon request shall receive an accounting of accumulated time to be deducted or docked from pay or its equivalent upon employee's choice. In no case shall dock time be allowed to accumulate for more than twelve (12) hours.

**Section 3.6 Flex Time:**

Requests by employees for flextime schedules may be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner.

**ARTICLE IV  
Seniority**

**Section 4.1 Probationary Period:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

**Section 4.2 Definition of Seniority:**

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Employer since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 4.4. Seniority for such regular part-time employees shall be prorated.

**Section 4.3 Promotion and Transfer:**

In cases of promotion and transfer, employees shall have first preference in order of their department seniority, provided that the employee has the ability and qualifications to perform the required work. In no case will transfers be assigned for disciplinary reasons.

All transfer opportunities must be posted. If no bargaining unit employee wants to accept the transfer, then the Employer may hire from the outside.

For the purpose of this Section, a transfer shall be defined as a shift or location change. Employees can bid for a transfer via job posting to a posted position. Transfers shall take precedence over applicants applying for promotions. Employees shall not be involuntarily transferred to another site, which can be filled by promotion or a voluntary lateral transfer. Department-wide seniority shall apply.

**Section 4.4 Reduction in Work Force, Layoff and Recall:**

Should the Employer determine that it is necessary to decrease the number of bargaining unit employees within a job classification, the employees to be laid off in that classification shall be

removed from it in inverse order of seniority. For purposes of this provision, seniority is defined as all time worked in accordance with Article IV, Section 4.2. When bargaining unit employees are laid off in any classification, the order shall be as follows: (1) Part-time employees in the affected classification; (2) Probationary employees in the affected classification; (3) Full-time employees in accordance with their seniority.

Where possible, surplus employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force.

**Section 4.5 Promotion and Shift Assignment:**

Employees in the same job classification and in the same department, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 4.3.

Employees in the same classification and department on a different or the same shift will first be awarded preferential consideration for a lateral transfer of locations.

**Section 4.6 Return to Former Job:**

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Employer to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

**Section 4.7 Return to Represented Unit:**

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

**Section 4.8 Termination of Seniority:**

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

- Resignation or retirement; or
- Discharge for just cause, including but not limited to the following:
  - I. Absence for three (3) consecutive work days without notification to the Department Head or a designee during such period of the reason for the absence,

unless the employee has an explanation acceptable to the Employer for not furnishing such notification;

- II. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
- III. Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- IV. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the employee's last address on file with the Department Personnel Office;
- V. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

**Section 4.9 Transfer of Stewards:**

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement shall not be transferred from their job classifications or department locations because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or departments location, other than in an emergency, will be discussed with the Union at least five (5) days in advance of any such transfers.

**Section 4.10 Seniority List:**

December 1 and June 1 of each year, the Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The Employer will furnish the Union monthly reports of any changes to such list. After furnishing any such list, an employee must notify the Employer of any error within ten (10) calendar days thereafter, or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Employer as provided herein, provided that no changes in the hiring dates furnished in the original list will be permitted.

Upon written request made by Local 73 no more often than every sixty (60) days, the County shall notify Local 73 in writing of the following personnel transactions involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave,

suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

**Section 4.11 Job Postings:**

When job openings or vacancies occur within the bargaining unit in a particular department, or when new positions are created, the Employer will post a notice on all bulletin boards where notices to employees are normally posted. These postings will be for a period of ten (10) working days.

**ARTICLE V  
Rates of Pay**

**Section 5.1 Job Classifications:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. 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 with the first full pay period on or after January 1, 2011	2.25%
Effective with the first full pay period on or after June 1, 2012	3.75%

**Section 5.2 New, Changed or Misclassifications:**

- A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the Employer that this reclassification be included in the forthcoming departmental budget request. The Employer will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days after the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.

The committee shall begin meeting each year to review Local Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be complete no later than June 1 of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

**Section 5.3 Classification and Grade Change:**

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotions:

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that --

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date. The Department may retain Employee applications for transfer for no more than six (6) months from the application date.

**Section 5.4 Part-Time Employees:**

Part-time employees who are compensated from the Extra and Overtime Account, shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan. The hourly rate for part-time employees will equal the first step of the salary grade divided by one hundred seventy-four (174).

**ARTICLE VI  
Holidays**

**Section 6.1 Designation of Holidays:**

- A. 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. Presidents' Day - Third Monday in February

5. Casimir Pulaski Day - 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

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

- 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. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.

**Section 6.2 Eligibility:**

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

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.
- (c) It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

**Section 6.3 Holidays 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.

**Section 6.4 Failure to Report:**

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

**ARTICLE VII  
Vacations**

**Section 7.1 Vacation Leave:**

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

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

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. 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 heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. 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.

- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account will not receive any fringe benefits.

**Section 7.2 Vacation Preference and Scheduling:**

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Each department shall make available a calendar and keep current, all granted vacation and compensatory time. Where two (2) 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. All vacation requests shall be approved or denied within five (5) working days of request.

**ARTICLE VIII  
Welfare Benefits**

**Section 8.1 Hospitalization Insurance: Employee Contributions:**

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for Health Insurance shall be made on a pretax basis.
- C. The Employer will provide a mail order prescription program as set forth in Appendix C.

**Section 8.2 Sick Leave:**

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. 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.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. The amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their Department Head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Employer/Designee, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 8.3 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance 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 or ordinary disability. All of the provisions of this section are subject to change in conjunction with changes in state laws.

**Section 8.4 Life Insurance:**

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

**Section 8.5 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers Annuity and Benefit Fund Counties over 500,000 inhabitants (40 ILCS 5/9-101 et seq.).

**Section 8.6 Dental Plan:**

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.

**Section 8.7 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.

**Section 8.8 Hospitalization -- New Hires:**

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

**Section 8.9 Flexible Benefits Plan:**

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be

established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 8.10 Insurance Opt-Out:**

Effective December 1, 1999, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

**Section 8.11 Insurance Claims:**

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This Section shall not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

**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. Immediate family is understood to include mother, father, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, spouse's parents and such people who have reared the employee. Where death occurs and the funeral is to be held outside of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) normal days pay.
- B. Any additional time needed in the event of bereavement may be granted consistent with the operating needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.
- D. To qualify for pay as provided herein, the employee may be required to provide satisfactory proof of death, relationship to deceased, proof of residence in the employee's household and attendance at the funeral.

**Section 9.2 Jury Duty:**

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

**Section 9.3 Family Responsibility Leave:**

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e. up to twelve (12) weeks and meeting FMLA standards.

**Section 9.4 Election Day:**

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

**Section 9.5 Personal Days:**

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

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

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

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

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

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

**Section 9.6 Education and Seminars:**

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Director, Department of Human Resources of the County.

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000) for all Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than one hundred fifty dollars (\$150.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

**Section 9.7 School Conference and Activity Leave:**

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

**Section 9.8 Compassionate Transfer:**

Approval of a request for a compassionate transfer will be for a period not to exceed six (6) months unless the Employer in consultation with the Union Representation approves an extension.

**ARTICLE X  
Leaves of Absence**

**Section 10.1 Regular Leave:**

An employee may be granted a leave of absence without pay by the Employer. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health Facilities, not to exceed one (1) year, except for military service.

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

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one

(1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 10.2 Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

**Section 10.3 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the 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 Union Leave:**

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend state and national conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.3 of this Article, provided that it will not seriously effect the performance of the office.

**Section 10.5 Military Leave:**

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with Cook County Policy on Military Leave.

**Section 10.6 Veterans' Conventions:**

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

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the state headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 10.7 Approval of Leave:**

No request for a leave, as defined in Sections 10.1 and 10.4 of this Article, will be considered unless approved by the Employer/Designee. Approval for such leave may be denied, if, in the judgment of the Employer/Designee, such absence from duty at the particular time requested would interfere with the conduct of Employer business.

**Section 10.8 Return From Leave or Extended Absence:**

Any bargaining unit employee who has been absent due to illness, using sick pay or has been on an approved leave of absence for more than twenty (20) consecutive working days, must be processed through the Department Personnel Office before reinstatement to duty.

Bargaining unit employees using accumulated sick leave will be restored to duty in the same position or assignment following approval of the Medical Examiner. Bargaining unit employees requesting reinstatement to duty from an approved leave of absence must report to the Department Personnel Office at least five (5) days in advance of the leave expiration date to permit processing for reinstatement.

**Section 10.9 Educational Leave:**

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

**Section 10.10 Use of Benefit Time:**

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

## **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. (See Appendix B.)

**Section 11.2 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to

the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of this Agreement which the Employer is alleged to have violated, and the relief requested. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Director, Department of Human Resources or his/her designee.

**Section 11.3 Representation:**

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

**Section 11.4 Grievance Procedure Steps:**

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

<u>Step</u>	<u>Submission Time Limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Building Custodian	10 days	10 days
2	10 days	Department Head	10 days	10 days
3	10 days	Chief, Bureau of Human Resources	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

**Section 11.5 Time Limits:**

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

There shall be strict adherence to the time limits described within the grievance procedure by both Employer and employee and/or Union. Time extensions may be granted upon mutual agreement and shall be in writing.

If the Employer fails to respond within the time limits, the grievant and/or the Union shall have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

**Section 11.6 Stewards:**

The Union will advise the County in writing of the names of the Chief Stewards and/or Stewards in each department or area agreed upon with the County and shall notify the County promptly of

any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

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

**Section 11.7 Union Representatives:**

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

**Section 11.8 Impartial Arbitration:**

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step Three answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Employer will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

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

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

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The

arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

**Section 11.9 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

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

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

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

**ARTICLE XII**  
**Continuity of Operation**

**Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any

work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; and,
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

**Section 12.3 Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

**Section 12.4 No Lock-Out:**

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

**Section 12.5 Reservation of Rights:**

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

**Section 12.6 Emergency Call-Back:**

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 emergency as may be declared by the Employer. It is the sole discretion of the Employer to determine that emergency conditions exist, which may include but not limited to tornado conditions, floods, snow, other Acts of God or other emergency conditions, or other circumstances beyond the control of the Employer which call for immediate action where as is may be required to call-back employees as the Employer deems necessary to carry out its duties and responsibilities. Emergency call -back will e first attempted on a voluntary basis. However, if more personnel is needed than volunteered,

reversed, reverse seniority will be utilized with employees contacted being required to report to work location. Failure to report shall subject the employee to disciplinary procedure, unless the employee provides a reasonable reason as to why they could not report.

**Section 12.7 Call Back Pay:**

Employees who are called back to work shall receive a minimum of two (2) hours or the actual hours worked of overtime pay, whichever is greater. To be paid in accordance with Article III, Section 3.3(b).

**ARTICLE XIII  
Miscellaneous**

**Section 13.1 No Discrimination:**

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

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

**Section 13.2 Health, Safety and Work Environment:**

- A. **General.** The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee.
- B. **Health and Safety Committee.** The Employers and Local 73 shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting.

Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

- C. **Video Display Terminals.** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

The Employers agree that employees who operate video display terminals ("VDTs") will be granted 15 minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the employer will provide glare screens.

- D. **Communicable Diseases.** The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

### **Section 13.3 Voluntary and Community Service Workers:**

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

Bargaining unit employees shall not be required to supervise voluntary services or community service workers.

**Section 13.4 Bulletin Boards:**

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Employer/Designee for approval and posting. Permission to post shall not be unreasonably denied. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

**Section 13.5 Partial Invalidity:**

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

**Section 13.6 Subcontracting:**

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

**Section 13.7 Tuition Reimbursement:**

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000.00) for all SEIU Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training and technical institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than two hundred dollars (\$200.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

**Section 13.8 Courses and Conferences:**

The Employer shall post courses, conferences and training events, as soon as they become available, in all districts/divisions. Such posting shall include all courses, conferences and training events generally available to County employees.

**Section 13.9 Personnel Files:**

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file and/or Building Custodian's file at any time mutually acceptable to the employee and employer. Copies of materials in an employee's personnel file and/or Building Custodian's

file shall be provided to the employee upon request. The Union, upon request, shall be provided access to documentation relied upon by the Employer in matters involving discipline, promotion, transfer or layoff, including documentation retained in departmental files and any other appropriate files.

The Employer shall maintain records in accordance with the Personnel Records Review Act, 820 ILCS 40/1 et seq.

**Section 13.10 Uniforms:**

Where uniforms are required as a condition of employment, said uniforms shall be bought and maintained by the Employer. The bargaining unit employees agree to take reasonable care of such uniforms and to wear them only in the course of their duties, during work hours and lunch time, and shall pay for costs due to unreasonable negligence.

The Employer shall furnish rubbers or boots to bargaining unit employees whose duties regularly require them to walk in water or snow. The Employer shall furnish appropriate outdoor garments for snow removal and other outdoor work.

**Section 13.11 Locker Rooms:**

The Employer shall provide a clean, sanitary locker room area and lockers with washing facilities, soap and towels for bargaining unit employees. Each building shall provide and maintain an adequate first aid kit in the office of the building or another central location for use by bargaining unit employees.

**Section 13.12 Supplies:**

The Employer shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned to bargaining unit employees.

**Section 13.13 Dangerous Work Conditions:**

Bargaining unit employees shall not be required to perform any work under abnormally dangerous work conditions. Failure to perform work under such circumstances shall not be considered cause for discipline or discharge.

**Section 13.14 Travel Reimbursement**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service Provided, however, that the Employer will have thirty (30) days to implement any revised rates from the effective date of such rate set forth by the Internal Revenue Service.

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the employer.

**Section 13.15 Auto Insurance:**

The parties agree that the County shall explore the feasibility of making available to all employees through payroll deduction, standard automobile insurance on a no decline basis. No

later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

**Section 13.16 Americans with Disabilities Act:**

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

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this section in a discriminatory, arbitrary or capricious manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

**Section 13.17 Bilingual Pay:**

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

**Section 13.18 Welfare to Work:**

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Janitors and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Janitors retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however does not require the Employer to fill vacancies which they desire to keep vacant.
2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.

3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the County determines to use welfare recipients and participants in welfare to work initiatives.

**Section 13.19 Credit Union:**

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to the Local 73 Credit Union or the County's Pay Saver Credit Union.

**Section 13.20 Dignity and Respect:**

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor may raise their concern regarding said treatment through the grievance procedure.

**Section 13.21 Mass Transit Benefit Program:**

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

**Section 13.22 Secondary Employment:**

Full time employees may have secondary employment, provided however that the secondary employment does not interfere with full time employment with this employer. The Employer may restrict any secondary employment for good cause.

**ARTICLE XIV  
Discipline**

**Section 14.1 General:**

Disciplinary action will be imposed upon an employee only for just cause. Discipline will be imposed as soon as practicable after the Employer is aware of the conduct or event giving rise to the discipline and after the Employer has had a reasonable period of time to investigate the matter.

**Section 14.2 Form of Discipline:**

The Employer agrees with the principles of fairness and consistency in imposing discipline. Generally, disciplinary action will include the following steps:

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances.

Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct.

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union Representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline should be timely, progressive and accompanied by counseling where appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all disciplines below suspension shall be discarded after one (1) calendar year if the employee has not received additional discipline for the same or similar offense.

**Section 14.3 Training:**

The Employer will train supervisors in the fair and consistent administration of this policy.

**ARTICLE XV  
Duration**

**Section 15.1 Term:**

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

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

**Section 15.2 Notice:**

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

1. President  
Board of Commissioners of Cook County  
118 North Clark Street - Room 537  
Chicago, IL 60602
  
2. 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:

Service Employees International Union  
Local 73  
1165 N. Clark - Suite 500  
Chicago, IL 60606

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

Signed and entered into this 21<sup>st</sup> day of May, 2014,

COUNTY OF COOK:

BY:

Toni Preckwinkle

TONI PRECKWINKLE President  
Cook County Board of Commissioners

ATTEST:

David Orr

DAVID D. ORR,  
Cook County Clerk

UNION:

Local 73, Public Service Employees International Union, S.E.I.U.

BY:

Christine Boardman

CHRISTINE BOARDMAN,  
President

Betty Boles, Vice President #73

Betty Boles

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 21 2014

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**APPENDIX A  
LOCAL 73 CUSTODIAL**

<u>Job Code</u>	<u>Grade</u>	<u>Title</u>
2412	X09	Janitor II
2413	X10	Janitor III
2171	X11	Laundry Worker I
2145	X12	Seamster I
2433	X17	Window Washer I
2434	X18	Window Washer II
2436	X15	Elevator Starter

Effective January 1, 2011

SCHEDULE XIX

BUREAU OF HUMAN RESOURCES

FACILITIES MANAGEMENT SERVICE EMPLOYEES

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS SRVC</u>	<u>AT 1ST LONGEVITY RATE &amp; 10 YRS. SRVC.</u>	<u>AT 2ND LONGEVITY RATE &amp; 15 YRS. SRVC.</u>	<u>AT 3ND LONGEVITY RATE &amp; 20 YRS. SRVC.</u>
2412	X09	Janitor II	Hourly	16.882	17.131	17.557	17.993	19.401
			Bi-weekly	1,350.56	1,370.48	1,404.56	1,439.44	1,552.08
			Annual	35,114	35,632	36,518	37,425	40,354
2413	X10	Janitor III	Hourly	19.272	19.559	20.045	20.542	22.150
			Bi-weekly	1,541.76	1,564.72	1,603.60	1,643.36	1,772.00
			Annual	40,085	40,682	41,693	42,727	46,072
2171	X11	Laundry Worker I	Hourly	13.874	14.083	14.430	14.787	15.944
			Bi-weekly	1,109.92	1,126.64	1,154.40	1,182.96	1,275.52
			Annual	28,857	29,292	30,014	30,756	33,163
2145	X12	Seamster I	Hourly	13.874	14.083	14.430	14.787	15.944
			Bi-weekly	1,109.92	1,126.64	1,154.40	1,182.96	1,275.52
			Annual	28,857	29,292	30,014	30,756	33,163
2435	X14	Elevator Operator	Hourly	16.303	16.546	16.957	17.375	18.735
			Bi-weekly	1,304.24	1,323.68	1,356.56	1,390.00	1,498.80
			Annual	33,910	34,415	35,270	36,140	38,968
2436	X15	Elevator Starter	Hourly	17.322	17.572	17.995	18.425	19.867
			Bi-weekly	1,385.76	1,405.76	1,439.60	1,474.00	1,589.36
			Annual	36,029	36,549	37,429	38,324	41,323
1213	X16	Cook II (Sheriff)	Hourly	18.769	19.051	19.526	20.017	21.584
			Bi-weekly	1,501.52	1,524.08	1,562.08	1,601.36	1,726.72
			Annual	39,039	39,626	40,614	41,635	44,894
2433	X17	Window Washer I	Hourly	20.277	20.580	21.095	21.621	22.688
			Bi-weekly	1,622.16	1,646.40	1,687.60	1,729.68	1,815.04
			Annual	42,176	42,806	43,877	44,971	47,191
2434	X18	Window Washer II	Hourly	21.524	21.847	22.394	22.953	24.749
			Bi-weekly	1,721.92	1,747.76	1,791.52	1,836.24	1,979.92
			Annual	44,769	45,441	46,579	47,742	51,477

Effective June 1, 2012

SCHEDULE XIX

BUREAU OF HUMAN RESOURCES

FACILITIES MANAGEMENT SERVICE EMPLOYEES

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>		<u>1ST STEP</u>	<u>AFTER 1 YR AND 5 YRS SRVC</u>	<u>AT 1ST LONGEVITY RATE &amp; 10 YRS. SRVC.</u>	<u>AT 2ND LONGEVITY RATE &amp; 15 YRS. SRVC.</u>	<u>AT 3RD LONGEVITY RATE &amp; 20 YRS. SRVC.</u>
2412	X09	Janitor II	Hourly	17.515	17.773	18.215	18.668	20.371
			Bi-weekly	1,401.20	1,421.84	1,457.20	1,493.44	1,629.68
			Annual	36,431	36,967	37,887	38,829	42,371
2413	X10	Janitor III	Hourly	19.995	20.292	20.797	21.312	23.258
			Bi-weekly	1,599.60	1,623.36	1,663.76	1,704.96	1,772.00
			Annual	41,589	42,207	43,257	44,328	46,072
2171	X11	Laundry Worker I	Hourly	14.394	14.611	14.971	15.342	16.741
			Bi-weekly	1,151.52	1,168.88	1,197.68	1,227.36	1,339.28
			Annual	29,939	30,390	31,139	31,911	34,821
2145	X12	Seamster I	Hourly	14.394	14.611	14.971	15.342	16.741
			Bi-weekly	1,151.52	1,168.88	1,197.68	1,227.36	1,339.28
			Annual	29,939	30,390	31,139	31,911	34,821
2435	X14	Elevator Operator	Hourly	16.914	17.166	17.593	18.027	19.672
			Bi-weekly	1,353.12	1,373.28	1,407.44	1,442.16	1,573.76
			Annual	35,181	35,705	36,593	37,496	40,917
2436	X15	Elevator Starter	Hourly	17.972	18.231	18.670	19.116	20.860
			Bi-weekly	1,437.76	1,458.48	1,493.60	1,529.28	1,668.80
			Annual	37,381	37,920	38,833	39,761	43,388
1213	X16	Cook II (Sheriff)	Hourly	19.473	19.765	20.258	20.768	22.663
			Bi-weekly	1,557.84	1,581.20	1,620.64	1,661.44	1,813.04
			Annual	40,503	41,111	42,136	43,197	47,139
2433	X17	Window Washer I	Hourly	21.037	21.352	21.886	22.432	23.822
			Bi-weekly	1,682.96	1,708.16	1,750.88	1,794.56	1,815.04
			Annual	43,756	44,412	45,522	46,658	47,191
2434	X18	Window Washer II	Hourly	22.331	22.666	23.234	23.814	25.986
			Bi-weekly	1,786.48	1,813.28	1,858.72	1,905.12	2,078.88
			Annual	46,448	47,145	48,326	49,533	54,050

**APPENDIX B**  
**GRIEVANCE PROCEDURE**

**I      GENERAL STATEMENT:**

THIS POLICY SHALL APPLY TO ALL BARGAINING UNIT EMPLOYEES UNDER THE JURISDICTION OF THIS AGREEMENT.

THIS POLICY SHALL APPLY TO ALL 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 "EMPLOYEE" AS USED THROUGHOUT THIS PROCEDURE SHALL ALSO BE UNDERSTOOD TO INCLUDE ANY RECOGNIZED EMPLOYEE REPRESENTATIVE OR A RECOGNIZED ORGANIZATION.

**II     PURPOSE:**

To specify the method by which employees may present grievances and seek redress.

**III    DEFINITION:**

A grievance is a difference between an employee and the Employer with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action, or the terms in the Agreement between the Employer and recognized employee organizations.

**VI     POLICY:**

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

- A.     An employee is encouraged first to discuss the grievance with the immediate supervisor.
- B.     If the employee feels the grievance has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with the procedure set forth elsewhere.

- C. Grievances of a general nature or affecting more than one (1) employee may be presented by recognized employee representatives or organizations at Step 2.

**V TIME LIMITS:**

- A. Grievances must be presented by the employee within thirty (30) calendar days from occurrence of cause for the grievance or thirty (30) calendar days from the date cause should have been known to the employee, whichever occurs later, except that for errors in pay, the time period shall be six (6) months.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

**VI PROCEDURE:**

**A. STEP ONE:** The employee advances the grievance as follows:

1. The employee obtains a Grievance Form.
2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form and presents the grievance to: the immediate supervisor.
3. Within the ten (10) calendar days after receipt, the immediate supervisor shall meet with the employee to discuss the grievance.
4. Within the ten (10) calendar days after the meeting, the immediate supervisor answers the grievance on the Grievance Form and transmits the answer to the employee.
5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
6. If the answer is not satisfactory, the employee may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.
7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

**B. STEP TWO:** The employee advances the grievance as follows:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2 and signs the form. The employee presents the grievance to the Department Head.
2. Within the ten (10) calendar days after receipt, the Employer's Designee shall meet with the employee to discuss the grievance.

3. Within the ten (10) calendar days after the meeting specified in (2) above; the Employer's Designee writes the final answer on the Grievance Form and transmits the answer to the employee.

**C. STEP THREE:** The employee advances the grievance as follows:

1. Within ten (10) calendar days after receipt of the Step 2 answer, the employee writes a letter to the Employer's Designee stating that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory and writes the date referred to Step 3 and signs the form.
2. Within ten (10) calendar days of receipt of the letter; the Employer's, Designee will forward to the Employer the employee's letter requesting: review at Step 3, along with all related documentation associated with the grievance.
3. The Employer's Designee will hear an appeal within thirty (30) calendar days and submit a written decision to the employee.

**VII EXCEPTIONS:**

- A. For grievances not related to the employee's department, the grievance should be filed with the Employer's Designee who will answer it, or will forward it as appropriate.
- B. Only the aggrieved employee(s) and/or representatives of the Union may present grievances.

**VIII MISCELLANEOUS PROVISIONS:**

- A. In any case where an employee has been charged with an offense-which involves criminal proceedings which are pending before the grand jury or in; court at the time the grievance is filed with the Employer for hearing, the person so charged may request that the Employer's hearing be continued until such time as the criminal proceedings are terminated and such request shall be granted; provided such person shall execute a waiver of all rights to pay during flip period of adjournment, and provided further that he may terminate his request for continuance and waiver upon ten days notice in writing to the Employer. Said ten day period begins upon receipt of the termination request by the Employer.
- B. At any time prior to the announcement of findings and decision, the Employer May accept the employee's resignation in lieu of discharge or suspension.

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C**

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

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>
	<b>Current Benefits (through 11/30/07)</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>
<b>PLAN LIMITS AND MAXIMUMS:</b>			
Individual Deductible *	None		\$125 / \$250
Family Deductible *	None		\$250 / \$500
Ind. Out of Pocket Max *	None		\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *	None		\$3,000 ** / \$6,000 **
Lifetime Maximum	Unlimited		Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)
Co-Insurance	None		90% / 60% ***
			*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have 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.

**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)**

	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%*
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%*

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>	
	<b>Current Benefits Through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits (through 11/30/07) In Network / Out of Network</b>	<b>Benefit Level Effective 12/1/07 In Network / Out of Network</b>
<b>Mental Health/Chemical Dependency/ Substance Abuse</b> 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)**

<b>BENEFIT OVERVIEW</b>	<b>HMO</b>		<b>PPO</b>	
	<b>Current Benefits Through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>	<b>Current Benefits Through 11/30/07</b>	<b>Benefit Level Effective 12/1/07</b>
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	80 % of Maximum Allowance	60% of Maximum Allowance *
Crowns	50 % of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50 % of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery		
Routine Extractions	80 % of Maximum Allowance	60 % of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance	60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum \$1250	50 % up to lifetime maximum*
Lifetime Maximum		\$1250

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

**CIVILIAN  
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 civilian 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 enormous responsibilities of the Employer, drug use by any of the Employer's personnel has a particularly devastating effect on all of law enforcement.

Drug use by civilian personnel could be nothing short of disastrous if it impacts on public safety and the ability of civilians to perform their duties. The purpose of this policy is to:

- A. Deter and eventually eliminate drug use by civilian 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 civilian 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 civilian 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 civilian employees by providing sanctions for prohibited off-duty conduct.
- I. Promote public confidence in the safety and integrity of all civilian 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 Drug Testing Unit within the Employer'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) for civilian personnel.

## **II POLICY STATEMENT**

The Department recognizes that the vast majority of its civilian 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 civilian employees possess the judgment, 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 Employer's civilian personnel.

- A. This policy applies to all civilian personnel of the Employer which includes exempt personnel. For the purposes of this policy and directive, civilian employees are defined as persons of any title who are not sworn.

- B. The terms “drug” or “controlled substance” include, but are not limited to, the following substances and their respective metabolites:
1. Cannabis as defined in 720 Illinois Compiled Statutes 550/3 or as amended.
  2. Controlled substances as defined in 720 Illinois Compiled Statutes 570/102 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 civilian 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 civilian 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 Illinois Compiled Statutes 570/102.
- F. All civilian 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 II, Section D, of this directive.
1. Refusal to submit to testing.
  2. Failure to cooperate.
  3. Tampering or attempting to tamper with urine specimens.
  4. Adulteration of a test sample.
  5. Submission of or attempt to submit a false test sample.
  6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.
- G. “Reasonable suspicion” is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a civilian employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable or 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 civilian 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 civilian employee:
1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
  2. Qualifies for an extra-departmental training program of more than two weeks duration;
  3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days. However if the reason for the absence is medical but other time earned is then used in the alternative the employee will be subject to testing.
  4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage.

- I. 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**

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

- A. Supervisors shall request approval by the Department Head that a civilian 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 director 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. Directors 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. Director 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 foreseeable 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 arrest 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 arrest.
- C. Promptly obey an order to submit to a drug testing procedure required by this order.

## **V CONFIDENTIALITY**

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

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

## **VI TESTING LABORATORY CERTIFICATION**

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

The laboratory must meet the strict standards established in the Mandatory Guidelines for Federal Workplace Drug Testing Programs (53FR 11979, 11989) published on April 11,

1988, or as amended. The laboratory must have in its possession a letter of certification from HHS/SAMHSA and be listed in the Federal Register. In addition, the laboratory must be licensed and/or accredited by the U. S. Department of Health and Human Services Clinical Laboratory.

B. The laboratory contracted for the testing of specimens submitted in accordance with this order shall be required to provide for and employ the following policies, procedures and personnel:

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

## **VII DRUG TESTING UNIT**

The Administrator of the Drug Testing Unit shall be responsible for the operation of the drug program established by this policy in accordance with the Mandatory Guidelines in Article VI, of this policy 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 use 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 directors and supervisors of each employee to be tested.
- G. Maintaining standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program.
- H. Coordination and liaison with the certified testing laboratory contracted by the Department.
- I. Evaluating the program and collecting and compiling anonymous statistical data including, but not limited to, reporting the number of:
  - 1. Random, reasonable suspicion and mandatory tests.
  - 2. Verified positive test results.
  - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

### **VIII RANDOM DRUG TESTING SELECTION PROCEDURES**

- A. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any civilian 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 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 civilian 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 civilian 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 director 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 director or supervisor of the affected employee in the unit of assignment or detail for 30 days. •

The director/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 en route to the testing site.

## **X DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING**

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

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

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

1. First shift personnel shall report no earlier than 0500 hours and no later than 0800 hours.
2. Second shift personnel shall report no earlier than 0800 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. be considered completed until he/she has submitted the required urine specimen. An affected employee's tour of duty shall not.

## **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 (GC/MS) confirms the initial positive test result, the employee shall be notified of the results in writing. The notification shall identify the particular drug(s) or controlled substance(s) or their metabolites and shall specify the concentration level.
  - 4. An employee whose confirmation test as specified in paragraph 3, is deemed positive may, at the employee's own expense, have additional testing conducted on the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the Federal Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
  - 5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his or her drug test.
  - 6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
  - 7. Quantitation for a retest is not subject to a specific cutoff level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite.

Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.

8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to the employee's selected laboratory by the Department laboratory.
  9. If the HHS certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest, such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
  10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.
- B. Upon receipt of notification of a positive test result, the Administrator or designee of the Drug Testing Unit shall:
1. Notify the Department Head or the Commander of Internal Affairs to instruct the employee to furnish documentation relating to the use of any legally prescribed drugs (e.g., patient maintenance report and/or 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 instance, the Department Head or the Commander of the Internal Investigation Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

## **XII SEARCHES FOR ILLEGAL DRUGS**

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

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 APPENDIX**

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

## **XV DISCIPLINARY ACTION**

Violations of this policy, substantiated by a confirmed positive drug test, will result in disciplinary action leading to the dismissal of a civilian employee.

## **XVI SAVINGS CLAUSE**

If any provision of this policy 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 which shall remain in full force and effect.

**THESE INSTRUCTIONS FOR DRUG TESTING  
ARE BASED ON THE MANDATORY GUIDELINES  
FOR FEDERAL WORKPLACE DRUG  
TESTING PROGRAMS (53 FR 11989) AND (58 FR 6062).  
AS APPENDIX "A" OF THE "DRUG FREE WORKPLACE POLICY"**

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## ARTICLE 100 - GENERAL

### 101 APPLICABILITY

- A. These mandatory guidelines apply to all drug testing procedures conducted by this Department.
- B. Only laboratories certified under the standards established by the U.S. Department of Health and Human Services (HHS) are authorized to perform urine drug testing for the Department.

### 102 DEFINITIONS

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

- Administrator:** The person responsible for the supervision of the Drug Testing Unit and collection site operations.
- Aliquot:** A portion of a urine specimen used for testing purposes.
- Chain of Custody:** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from the point of specimen collection to final disposition of the specimen. These procedures shall require that an approved chain of custody form be used from time of collection to receipt by the laboratory and that upon receipt by the laboratory an appropriate laboratory chain of custody form(s) account for the sample or sample aliquots within the laboratory. Chain of custody forms shall, at a minimum, include an entry documenting date and purpose of each time a specimen or aliquot is handled or transferred and identifying every individual in the chain of custody.
- Collection Site:** A place designated by the Department where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs or their metabolites.
- Collection Site Person:** A person who instructs and assists individuals at a collection site, receives and makes initial examination of the urine specimen provided by those individuals. A collection site person shall have successfully completed training to carry out this function.

- Confirmatory Test:** A second analytical procedure to identify the presence of specific drugs, controlled substances or their respective metabolites that is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. (At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method).
- Initial Test:** (also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples for further testing or consideration.
- Permanent Record Book:** A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.
- Reason to Believe:** Reason to believe that a particular individual may alter or substitute the urine specimen.

### **103 FUTURE REVISIONS**

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

## **ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS**

### **201 THE DRUGS**

- A. Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720, Illinois Compiled Statutes 550/3 and controlled substances. It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs as follows:
1. Random drug testing programs shall at a minimum test for marijuana and cocaine.
  2. Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201 (a) of these guidelines

- B. Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these Guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.
- C. These Guidelines are not intended to limit additional categories of drugs in the drug testing of civilian employees.

## **202 SPECIMEN COLLECTION PROCEDURES**

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

water in the toilet bowl always remains blue. There shall be no other source of water (e.g., no shower or sink) in the enclosure where urination occurs.

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

specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

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

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

custody form shall be taken with him or her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he or she leaves the site.

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

### **203 SHORT AND LONG TERM SPECIMEN STORAGE**

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

### **204 TEST LEVELS**

- A. **Initial Test Level:** The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution.

The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.

- B. **Confirmatory Test Levels:** All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

	<b>Initial test level (ng/ml)</b>	<b>Confirmatory test level (ng/ml)</b>
Amphetamine	1000	500
Cocaine <sup>1</sup>	300	150
Benzodiazepines	300	200
Methaqualone	300	200
THC (Cannabinoids) <sup>2</sup>	20	15
Barbiturates	300	200
Methadone	300	200
Phencyclidine (PCP)	25	25
Opiates <sup>3</sup>	2000	2000
Propoxphene	300	200

<sup>1</sup> Benzoyllecgonine

<sup>2</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid

<sup>3</sup> 25ng/ml if immunoassay specific for free morphine

- C. **Test Level Revisions:** The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

## 204 REPORTING TEST RESULTS

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

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