

COLLECTIVE BARGAINING AGREEMENT

Between

**COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4250/CTU 16
CHICAGO TYPOGRAPHICAL UNION**

And

COUNTY OF COOK/SHERIFF OF COOK COUNTY

(As joint employers)

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 09 2015

COM _____

December 1, 2012 thru November 30, 2017

Effective Upon Approval by the Cook County Board of Commissioners

TABLE OF CONTENTS

Article	Section	Subject	Page
		PREAMBLE	1
I		RECOGNITION	1
	1.1	Representative Unit	1
	1.2	Union Membership	1
	1.3	Dues check off	1
	1.4	"Fair Share"	2
	1.5	Religion Exemption	3
	1.6	Indemnification	3
II		EMPLOYER AUTHORITY	3
	2.1	Employer Rights	3
	2.2	Employer Obligation	3
	2.3	Union and Employer Meetings	3
III		HOURS OF WORK AND OVERTIME	3
	3.1	Purpose of Article	3
	3.2	Regular Work Periods	4
	3.3	Overtime Pay	4
	3.4	Overtime Work	4
	3.5	No Duplication of Overtime Pay (Sheriff)	5
	3.6	Flexitime (BOA)	5
	3.7	Call Back Pay	5
	3.8	Lunch and Breaks during Overtime Periods (BOA)	6
IV		RATES OF PAY	6
	4.1	Hour Wage Rates	6
	4.2	New, Changed or Misclassification (BOA)	7
	4.3	Classification and Grade Changes (BOA)	7
	4.4	Job Description (BOA)	8

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
V		SENIORITY	9
	5.1	Probationary Period	9
	5.2	Definition of Seniority	9
	5.3	Promotion, Transfer	9
	5.4	Reduction in Work Force, Layoff and Recall	10
	5.5	Promotion and Shift Assignment	11
	5.6	Return to Former Job	11
	5.7	Return to Represented Unit	12
	5.8	Termination of Seniority	12
	5.9	Transfer of Stewards	12
	5.10	Seniority List (BOA)	13
	5.11	Job Posting	13
	5.12	Discipline	13
VI		HOLIDAYS	13
	6.1	Regular Holidays	13
	6.2	Eligibility	14
	6.3	Holidays in Vacation	14
	6.4	Failure to Report	14
VII		VACATIONS	15
	7.1	Eligibility	15
	7.2	Vacation Accrual	16
	7.3	Vacation Pay	16
	7.4	Vacation Preference and Scheduling	16
	7.5	Accrued Benefits at Separation	16
VIII		WELFARE BENEFITS	17
	8.1	Hospitalization Insurance	17
	8.2	Sick Pay	17
	8.3	Disability Benefits	19
	8.4	Life Insurance	19
	8.5	Pension Plan	19

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	8.6	Dental Plan	20
	8.7	Vision Plan	20
	8.8	Flexible Benefits Plan	20
	8.9	Insurance Opt-Out	20
	8.10	Hospitalization – New Hires (BOA)	21
IX		LEAVES	21
	9.1	Bereavement Leave	21
	9.2	Sick Leave	21
	9.3	Union Leave	22
	9.4	Military Leave	22
	9.5	Regular Leave	22
	9.6	Maternity/Paternity Leave	23
	9.7	Seniority on Leave	23
	9.8	Retention of Benefits	23
	9.9	Use of Benefit Time (BOA)	24
X		ADDITIONAL BENEFITS	24
	10.1	Jury Make-up Pay	24
	10.2	Election Day	24
	10.3	Personal Days	24
XI		GRIEVANCE PROCEDURE	25
	11.1	Policy	25
	11.2	Definition	25
	11.3	Representation	26
	11.4	Grievance Meetings/Procedure Steps	26
	11.5	Time Limits	26
	11.6	Step 4	26
	11.7	Stewards	26
	11.8	Union Representatives	27
	11.9	Impartial Arbitration	27
	11.10	Grievance Meetings (BOA)	27

TABLE OF CONTENTS
(Continued)

<u>Article</u>	<u>Section</u>	<u>Subject</u>	<u>Page</u>
	11.11	Discipline	28
XII		CONTINUITY OF OPERATION	28
	12.1	No Strike	28
	12.2	Union Responsibility	28
	12.3	Discharge of Violators	29
	12.4	No Lock-Out	29
	12.5	Reservation of Rights	29
XIII		MISCELLANEOUS	29
	13.1	No Discrimination	29
	13.2	Safety	29
	13.3	Doctor's Statement	29
	13.4	Voluntary Workers	30
	13.5	Bulletin Boards	30
	13.6	Partial Invalidity	30
	13.7	Integrity of the Bargaining Unit Sub-Contracting	30
	13.8	Apprenticeship Program (Sheriff)	31
	13.9	Tuition Reimbursement	31
	13.10	Technological Changes (BOA)	31
	13.11	American's with Disabilities Act (BOA)	31
	13.12	Work Schedule Changes (BOA)	32
XIV		DURATION	32
	14.1	Term	32
	14.2	Notice	32
Appendix A		Job Classifications	
Appendix B		Pay Plans	
Appendix C		Health Plan	
Appendix D		Civilian Drug Free Work Place Policy (Sheriff)	

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Sheriff of Cook County hereinafter referred to as the "County" and the "Union", Communication Workers of America, Local 4250/Chicago Typographical Union 16, referred to as "Union", which consists of two (2) separate and individual bargaining units combined here within for the sole purpose of collective bargaining only.

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's of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

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

239 - Sheriff of Cook County
011 Bureau of Administration - Printing and Graphic Services

Section 1.2 Union Membership:

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

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

Section 1.3 Dues check off:

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

charge of five cents (5¢) for making each such deduction.

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

Section 1.4 "Fair Share:"

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

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

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

Section 1.5 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6 (g) of the Illinois Public Labor Relations Act.

Section 1.6 Indemnification:

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

**ARTICLE II
Employer Authority**

Section 2.1 Employer Rights:

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

Section 2.2 Employer Obligation:

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

Section 2.3 Union and Employer Meetings:

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

**ARTICLE III
Hours of Work and Overtime**

Section 3.1 Purpose of Article:

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

Section 3.2 Regular Work Periods:

Sheriff of Cook County only

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

Bureau of Administration only

- A. The regular work day for a full time employee shall consist of eight (8) consecutive hours within the twenty-four (24) hour period beginning at his/her scheduled starting time.
- B. The length of paid lunch periods and breaks presently granted shall remain in effect.
- C. Employees shall be paid once every two weeks (bi-weekly). If possible, checks shall be distributed before lunch time on payday.

Section 3.3 Overtime Pay:

Sheriff of Cook County only

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

Bureau of Administration only

- A. Overtime will be voluntary to the extent possible. Employees may be assigned 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 working hours, or because of an abnormal peak load in the activities of the Department.
- B. An employee shall be paid one and one-half times of the employee's regular hourly rate for all hours worked in excess of eight (8) hours in any regular work day, or over forty (40) hours in any regular work week.
- C. The County shall refuse overtime that would result in more than 40-hours of overtime in any pay period or that would result in more than 624 hours of overtime in a fiscal year, except for situations of operational necessity as determined by the County.

Section 3.4 Overtime Work:

Sheriff of Cook County only

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Sheriff/Designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs and who normally and customarily perform the work involved, except that in cases of emergency the Sheriff/Designee may assign the overtime work to any employees immediately available. It is the intention of the parties that

overtime will be distributed equitably among the employees in the same job classification within a department or operating unit.

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

Bureau of Administration only

The Employer will attempt to assign overtime work to the employees who are immediately available when the need for overtime arises and who normally and customarily perform the work involved, except that in cases of emergency the Employer may assign the overtime work to any employees immediately available.

In situations where the overtime in the Department is abnormal due to the workload in the Department, overtime opportunities may be offered to employees outside the primary classification where the work is available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within the department, and in the case of abnormal workload, equitably throughout the workforce among those employees wishing to perform overtime work.

Section 3.5 No Duplication of Overtime Pay:

Sheriff of Cook County only

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

Section 3.6 Flexitime:

Bureau of Administration only

Requests by employees for flexitime schedules may be granted if practicable to do so. The scheduling of flexitime shall be by mutual arrangement between the employee and his/her supervisor. Flexitime shall not be granted or denied in a discriminatory or arbitrary manner. All agreements reached regarding flexitime schedules will be reduced to writing and signed by the employee, his/her supervisor, the Department Director and the Director of Human Resources. the flexitime schedule will become effective upon verbal approval by the Department Director and will remain the employee's regular scheduled hours of work unless disapproved by the Department of Human Resources, or until the schedule is changed or eliminated.

Section 3.7 Call Back Pay:

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

Section 3.8 Lunch and Breaks During Overtime Periods:

Bureau of Administration only

Employees working overtime shall receive a fifteen-minute break after four (4) hours of overtime work. Employees assigned to work overtime for a continuous period of six (6) hours or more beyond their regular work day shall be granted a one-hour lunch in addition to their fifteen-minute break.

**ARTICLE IV
Rates of Pay**

Section 4.1 Wage Rates:

Employees in the job classifications set forth in Appendix A shall receive the hourly rate provided for their respective grade and length of service in that job classification as set forth on Schedule I. Any employee who receives an upgrade or reclassification during the term of this Agreement shall be paid the rate set forth in Schedule I and any subsequent Schedules promulgated as a result of increases for the pay grade of the upgraded classification. Employees shall be increased to the appropriate step upon completion of the required length of service in a classification unless the parties agree otherwise.

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

Effective the first full pay period on or after June 1, 2013 the pay rates for all classifications shall be increased 1.00%

Effective the first full pay period on or after June 1, 2014 the pay rates for all classifications shall be increased 1.50%

Effective the first full pay period on or after June 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2015 the pay rates for all classifications shall be increased 2.00%

Effective the first full pay period on or after December 1, 2016 the pay rates for all classifications shall be increased 2.25%

Effective the first full pay period on or after June 1, 2017 the pay rates for all classifications shall be increased 2.00%

Section 4.2 New, Changed or Misclassification:

Bureau of Administration only

- A. During the term of this Agreement, the County may establish new and changed job classifications, provided that a major alteration of the classification structure shall not be made. The County 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 County 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 promote the employee if possible, or include reclassification in the forthcoming departmental budget request. The County will discuss any reclassifications with the Union prior to implementation.

Section 4.3 Classification and Grade Changes:

Bureau of Administration only

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. Subsequent increases within any new classification shall occur as of the first pay period commencing after the effective date of placement in the new classification.

In all cases of promotion, the effective date will set a new anniversary date.

- 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 employees 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.

Section 4.4 Job Descriptions:

Bureau of Administration only

Job descriptions for each position in the bargaining unit shall be maintained in the Employer's offices and shall be given to each current employee upon request and to each new employee when they assume the position. Where possible and available the Employer shall supplement such job description with existing internal job descriptions.

ARTICLE V
Seniority

Section 5.1 Probationary Period:

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

Section 5.2 Definition of Seniority:

Sheriff of Cook County only

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

Bureau of Administration only

For purpose of this Article, seniority is defined as an employee's length of continuous employment in the bargaining unit as a full-time employee. In the event employees are hired on the same day, the lowest employee number would be most senior.

Section 5.3 Promotions, Transfer:

Bureau of Administration only

In order to be selected for a position, applicants shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position: ability, education (or equivalent experience), other qualifications or characteristics of the candidate and work history. Seniority shall govern the selection among relatively equal bidders.

Bureau of Administration and Sheriff

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

Section 5.4 Reduction in Work Force, Layoff and Recall:

Sheriff of Cook County only

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

Bureau of Administration only

Employees and the Union shall be given notice of any reduction in force at least two (2) weeks prior to the proposed effective date of the reduction in force. The Employer shall meet with the Union (upon request) to discuss alternatives to a potential reduction in force as soon as feasible possible following a request to meet for this purpose.

Should the Employer determine that it is necessary to decrease the number of employees within a job classification; the following procedure will be utilized:

1. The Employer will determine the number of positions to be reduced within each classification.
2. Layoff shall be in inverse seniority order within classification provided the employer will examine the ability and other qualifications or characteristics of the candidate and his/her work history.
3. Further, provided that the employees are relatively equal, inverse seniority as defined in Section 2 shall prevail in determining the employee or employees who will be laid off.
4. An employee subject to layoff will be placed in any vacant position for which he/she is qualified or may replace an employee who has not completed his/her probationary period, or is a temporary employee in a position for which the employee subject to layoff is qualified. In addition, an employee in a position to be eliminated may bump any junior employee within his/her Department in any position within the same or lower grade provided that his/her skill and ability to perform the job are equal to or greater than the junior employee who would be bumped.
5. Employees will be recalled to work in seniority order of layoff under this provision before any new employees are hired within their classification. Employees placed on layoff shall be entitled to recall for a period of one (1) year following the date of layoff.

Section 5.5 Promotions and Shift Assignment:

Sheriff of Cook County only

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

Bureau of Administration only

Should the Employer begin an additional shift of work, employees in the affected classification shall be given first choice by seniority within the appropriate classification to accept a different shift. In the event that there are insufficient volunteers for the additional shift, the Employer may assign employees within the appropriate classification in inverse order of seniority to the newly-created shift.

Section 5.6 Return to Former Job:

Bureau of Administration only

An employee who has been promoted or transferred to another job within the bargaining unit may be returned 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. Prior to any such return, the employee shall be given a reasonable amount of training in order to perform the job in an adequate manner, as determined by the Employer.

An employee who has accepted a different job within the bargaining unit may ask to return to his/her former job within fifteen (15) 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.

Sheriff of Cook County only

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Sheriff to his /her former job or an equivalent position, within ninety (90) calendar days or before completion of a formal training program, if the employee does not demonstrate the ability and fitness to satisfactorily perform the job to which promoted or transferred.

An employee who has accepted another job within the represented unit may ask to return to his/her former job within five (5) calendar days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter, and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 5.7 Return to Represented Unit:

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

Section 5.8 Termination of Seniority:

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

- (a) Resignation or retirement;
- (b) Discharge for just cause;
- (c) Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation satisfactory to the Employer for not furnishing such notification;
- (d) Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer, for such failure to report for work;
- (e) absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service when the absence began, or twelve (12) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
- (f) failure to report for work upon recall from layoff within ten (10) working days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Department Personnel Office;
- (g) Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Sheriff in writing.

Section 5.9 Transfer of Stewards:

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

Section 5.10 Seniority List:

Bureau of Administration only

On December 1st and June 1st of each year, the Employer will furnish each local union a list showing the name, number, address, classification and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses on bulletin boards designated for employee notices. Within (30) calendar days after the date of posting, an employee must notify the Employer in writing 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.

Section 5.11 Job Posting:

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

Section 5.12 Discipline:

Sheriff of Cook County only

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

Bureau of Administration only

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 proceeding. The Union and Employer agree that discipline should be timely progressive and accompanied by counseling, where appropriate. It is understood that all oral and written disciplines will be discarded after eighteen (18) months if there has not been a like discipline problem.

ARTICLE VI

Holidays

Section 6.1 Regular Holidays:

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

- | | |
|----------------------------------|--------------------------|
| a. New Year's Day | January 1 |
| b. Martin Luther King's Birthday | Third Monday in January |
| c. Lincoln's Birthday | February 12 |
| d. Presidents' Day | Third Monday in February |
| e. Casimir Pulaski Day | First Monday in March |
| f. Memorial Day | Last Monday in May |
| g. Independence Day | July 4 |

h. Labor Day	First Monday in September
i. Columbus Day	Second Monday in October
j. Veteran's Day	November 11
k. Thanksgiving Day	Fourth Thursday in November
l. Christmas Day	December 25

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.

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

In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Requests shall not be unreasonably denied. If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half times the employee's regular hourly rate for the hours actually worked plus eight (8) hours pay.

Section 6.2 Eligibility:

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

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

Section 6.3 Holidays in Vacation:

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

Section 6.4 Failure to Report:

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

ARTICLE VII
Vacations

Section 7.1 Eligibility:

Bureau of Administration only

A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section 1, Paragraphs C and 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 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. 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.
- C. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Water Reclamation District of Greater Chicago and/or 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.
- D. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- E. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military 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.
- F. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.

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

Sheriff of Cook County only

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

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

Section 7.2 Vacation Accrual:

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

Section 7.3 Vacation Pay:

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

Section 7.4 Vacation Preference and Scheduling:

Bureau of Administration only

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 Administration/Designee may establish the time when the vacation shall be taken.

Where two or more employees in the same department performing the same job request vacation during the same calendar period and all employees cannot be released at the same time, then the vacation requests shall be granted in order of the employee's seniority.

Sheriff of Cook County only

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

Section 7.5 Accrued Benefits at Separation:

Bureau of Administration only

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.

Sheriff of Cook County only

Upon termination of employment, the employee shall be paid all vacation and holiday pay accrued

through the last day worked, but shall not be paid for any accumulated sick time.

**ARTICLE VIII
Welfare Benefits**

Section 8.1 Hospitalization Insurance:

The Union accepts the current health coverage program through fiscal year 2017.

- A. The County agrees to maintain the current level of employee and dependent health benefits in accordance with Appendix C of this agreement with the below modifications to the plan **design through fiscal year 2017.**

Item	12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$10/\$25/\$40
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary aggregate increase (.5 percent increase on 12/1/15 and .5 percent increase on 12/1/16)

Section 8.2 Sick Pay:

Bureau of Administration only

- A. Employees compensated on a monthly rate, other than seasonal employees, will accrue sick leave in accordance with the biweekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue sick time in that period.

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

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five

(175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by the department. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

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

Sheriff of Cook County only

Hourly Employees:

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

Hourly Employees:

Monthly Employees:

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

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

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution.

Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

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

Section 8.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan.

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

Section 8.4 Life Insurance:

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

Section 8.5 Pension Plan:

Bureau of Administration only

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the

duration of this Agreement and all employees of the County are required to become members of that Fund. The Fund will continue to provide employees with annual statements of their interests therein.

Sheriff of Cook County only

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

Section 8.6 Dental Plan:

Sheriff of Cook County only

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

Bureau of Administration only

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7 Vision Plan:

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

Section 8.8 Flexible Benefits Plan:

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

Section 8.9 Insurance Opt-Out:

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

Section 8.10 Hospitalization - New Hires:

Bureau of Administration only

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.

**ARTICLE IX
Leaves**

Section 9.1 Bereavement Leave:

Bureau of Administration only

- 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 includes mother, father, husband /wife, child (including step children and foster children) brother/sister, grandparents, grandchildren and spouse's parents and such people who have reared the employee.
- 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. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. 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 provided herein an employee will provide management with proof of attendance at funeral, relationship and/or residence in household.

Sheriff of Cook County only

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

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

Section 9.2 Sick Leave:

Sheriff of Cook County only

Employees absent or expecting to be absent from work due to their illness for any period of

intended absence beyond the use of any accumulated vacation days, sick days or compensatory days, are required to request a leave of absence.

Section 9.3 Union Leave:

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

Section 9.4 Military Leave:

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

Section 9.5 Regular Leave:

Bureau of Administration only

Regular leave shall be intended to take care of emergency and extraordinary situations which are not covered under other specified leave sections within this contract. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Employer. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted 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.

Sheriff of Cook County only

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

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

Absence from County service on leave without pay for periods in excess of thirty (30) calendar

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

Section 9.6 Maternity/Paternity Leave:

Bureau of Administration only

Employees who have been employed by the County for at least 12 months and have worked at least 1,250 hours during the prior year may be eligible for FMLA leave in the following circumstances:

- A. Birth of a child or placement of a child for adoption or foster care;
- B. Care of employee's spouse, child or parent who has a serious health condition, or;
- C. A serious health condition that renders an employee unable to perform the functions of his/her job.

Employees must provide their supervisors with at least 30 days' prior notice of an intention to take FMLA leave, or as much notice as is practicable in an emergency. Employees must complete a FMLA leave request form and submit it to their supervisor, along with a signed doctor's statement. The County shall pay its share of an employee's health insurance costs for the duration of FMLA leave.

Sheriff of Cook County only

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

Section 9.7 Seniority on Leave:

Bureau of Administration only

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.

Sheriff of Cook County

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

Section 9.8 Retention of Benefits:

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

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

Section 9.9 Use of Benefit Time:

Bureau of Administration only

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 X
Additional Benefits**

Section 10.1 Jury Make-Up Pay:

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

Section 10.2 Election Day:

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

Section 10.3 Personal Days:

Bureau of Administration only

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

Sheriff of Cook County only

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

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.

Bureau of Administration and Sheriff of Cook County

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one 1.24 hours per pay period (bi-weekly) (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

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

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

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

**ARTICLE XI
Grievance Procedure**

Section 11.1 Policy:

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

Section 11.2 Definition:

Bureau of Administration only

A grievance is a difference between an employee or the Union and the County with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the County's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Director of Human Resources or his/her designee

Sheriff of Cook County only

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two and Three to the County's Chief of the

Bureau of Human Resources or his/her designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Sheriff and others by Cook County Department of Human Resources, depending on the subject matter of the grievance.

Section 11.3 Representation:

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

Section 11.4 Grievance Procedure Steps:

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

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

Section 11.5 Time Limits:

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

Section 11.6 Step 4:

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

Section 11.7 Stewards:

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

Section 11.8 Union Representatives:

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

Section 11.9 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, it may within thirty (30) days after receipt of the Step 3 answer submit in writing to the County/Sheriff notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County/Sheriff will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

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

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

The Union and the County/Sheriff shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If an arbitration date is postponed, the party responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

Section 11.10 Grievance Meetings:

Bureau of Administration only

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

Section 11.11 Discipline:

Bureau of Administration only

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 proceeding. The Union and Employer agree that discipline should be timely progressive and accompanied by counseling, where appropriate. It is understood that all oral and written disciplines will be discarded after eighteen (18) months if there has not been a like discipline problem.

ARTICLE XII
Continuity of Operation

Section 12.1 No Strike:

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

Section 12.2 Union Responsibility:

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

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

to accomplish this end.

Section 12.3 Discharge of Violators:

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

Section 12.4 No Lock-Out:

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

Section 12.5 Reservation of Rights:

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

ARTICLE XIII

Miscellaneous

Section 13.1 No Discrimination:

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

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

Section 13.2 Safety:

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

Section 13.3 Doctor's Statement:

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

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

Section 13.4 Voluntary Workers:

Sheriff of Cook County only

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

Section 13.5 Bulletin Boards:

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

Section 13.6 Partial Invalidity:

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

Section 13.7 Integrity of the Bargaining Unit Sub-Contracting:

Bureau of Administration only

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.

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

Notice of any such contracting or sub-contracting shall be given in writing to the Union at least thirty (30) days prior to its effective date.

Sheriff of Cook County only

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

Section 13.8 Apprenticeship Program:

Sheriff of Cook County only

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

Section 13.9 Tuition Reimbursement:

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

Section 13.10 Technological Changes:

Bureau of Administration only

The Employer shall notify the Union at least three (3) months in advance of any proposed technological changes in the operation of the Department that will have a significant effect upon the bargaining unit. The Employer will provide the Union with sufficient information regarding the proposed changes in order to determine the potential effect on the bargaining unit.

It is the policy of the Employer to provide sufficient and reasonable opportunity and training to bargaining unit employees to ensure that new job positions or new positions requiring new skills and knowledge are filled first by bargaining unit employees.

Section 13.11 Americans with Disabilities Act:

Bureau of Administration only

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

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all 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.

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

Section 13.12 Work Schedule Changes:

Bureau of Administration only

Permanent work schedules shall not be changed without prior notice to the Union.

ARTICLE XIV

Duration

Section 14.1 Term:

This Agreement shall become effective on December 1, 2012 and shall remain in effect thru November 30, 2017. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

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

Section 14.2 Notice:

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

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

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

President

Communication Workers of America, Local 4250/CT

Chicago Typographical Union

3055 Glenwood Dyer Road

Lynwood, Illinois 60411

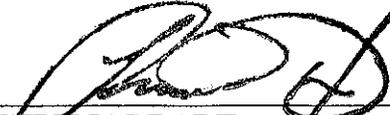
Signed and entered into this 9th day of September, 2015

COUNTY OF COOK:

BY:



TONI PRECKWINKLE, President
Cook County Board of Commissioners



THOMAS DART
Sheriff of Cook County

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 09 2015

Attest:

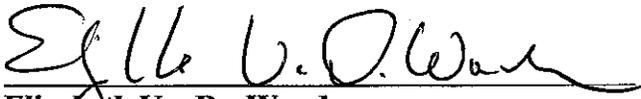


DAVID D. ORR
Cook County Clerk

COM _____

UNION: Communication Workers of America, CWA Local 4250/CTU 16

BY



Elizabeth VanDerWoude
President CWA Local 4250/CTU 16

BY



Michelle Tovo
Vice President Printing, Publishing and Media Workers CWA Local 4250/CTU 16

APPENDIX A

**Communication Workers of America, Local 4250/CTU 16
Chicago Typographical Union No. 16
Bureau of Administration**

<u>Job Code</u>	<u>Grade</u>	<u>Title Represented</u>
0987	10	Multilith Operator II
0988 1677	12	Multilith Operator III Reproduction Technician III
0981 0989 6052	14	Duplicating Section Supervisor I Multilith Operator IV Bindery & Digital Printer Operator
2259 0989	15	Graphics Technician Multilith Operator IV
0970	16	Graphics Technician II
0969	17	Graphics Technician III

**Communication Workers of America, Local 4250/CTU
Chicago Typographical Union No. 16
Sheriff of Cook County**

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

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 18

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
								YEARS AT 6TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
								6TH STEP	7TH STEP	8TH STEP	9TH STEP
9	Hourly	13.907	14.498	15.114	15.757	16.427	17.126	17.853	18.343	18.710	19.646
	Bi-Weekly	1,112.56	1,159.84	1,209.12	1,260.56	1,314.16	1,370.08	1,428.24	1,467.44	1,496.80	1,571.68
	Annual	28,927	30,156	31,437	32,775	34,168	35,622	37,134	38,153	38,917	40,864
10	Hourly	14.896	15.530	16.189	16.877	17.594	18.342	19.122	19.649	20.041	21.043
	Bi-Weekly	1,191.68	1,242.40	1,295.12	1,350.16	1,407.52	1,467.36	1,529.76	1,571.92	1,603.28	1,683.44
	Annual	30,984	32,302	33,673	35,104	36,596	38,151	39,774	40,870	41,685	43,769
11	Hourly	15.981	16.660	17.369	18.106	18.875	19.678	20.515	21.080	21.501	22.576
	Bi-Weekly	1,278.48	1,332.80	1,389.52	1,448.48	1,510.00	1,574.24	1,641.20	1,686.40	1,720.08	1,806.08
	Annual	33,240	34,653	36,128	37,660	39,260	40,930	42,671	43,846	44,722	46,958
12	Hourly	17.114	17.844	18.602	19.392	20.216	21.076	21.971	22.576	23.027	24.178
	Bi-Weekly	1,369.12	1,427.52	1,488.16	1,551.36	1,617.28	1,686.08	1,757.68	1,806.08	1,842.16	1,934.24
	Annual	35,597	37,116	38,692	40,335	42,049	43,838	45,700	46,958	47,896	50,290
13	Hourly	18.330	19.109	19.921	20.768	21.651	22.571	23.530	24.177	24.661	25.894
	Bi-Weekly	1,486.40	1,528.72	1,593.68	1,661.44	1,732.08	1,805.68	1,882.40	1,934.16	1,972.88	2,071.52
	Annual	38,126	39,747	41,436	43,197	45,034	46,948	48,942	50,288	51,295	53,860
14	Hourly	19.680	20.517	21.389	22.298	23.245	24.233	25.263	25.957	26.477	27.801
	Bi-Weekly	1,574.40	1,641.36	1,711.12	1,783.84	1,859.60	1,938.64	2,021.04	2,076.56	2,118.16	2,224.08
	Annual	40,934	42,675	44,489	46,380	48,350	50,405	52,547	53,991	55,072	57,826
15	Hourly	21.187	22.087	23.026	24.004	25.024	26.088	27.196	27.945	28.504	29.928
	Bi-Weekly	1,694.96	1,766.96	1,842.08	1,920.32	2,001.92	2,087.04	2,175.68	2,235.60	2,280.32	2,394.24
	Annual	44,069	45,941	47,894	49,928	52,050	54,263	56,568	58,126	59,288	62,250
16	Hourly	22.744	23.711	24.718	25.767	26.862	28.004	29.195	29.998	30.598	32.128
	Bi-Weekly	1,819.52	1,896.88	1,977.44	2,061.36	2,148.96	2,240.32	2,335.60	2,399.84	2,447.84	2,570.24
	Annual	47,308	49,319	51,413	53,595	55,873	58,248	60,726	62,396	63,644	66,826
17	Hourly	24.408	25.445	26.526	27.654	28.828	30.055	31.331	32.193	32.837	34.478
	Bi-Weekly	1,952.64	2,035.60	2,122.08	2,212.32	2,306.24	2,404.40	2,506.48	2,575.44	2,626.96	2,758.24
	Annual	50,769	52,926	55,174	57,520	59,962	62,514	65,168	66,961	68,301	71,714

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD	ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
								YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
								7TH STEP	8TH STEP	9TH STEP	
18	Hourly	26.145	27.255	28.414	29.621	30.880	32.193	33.561	34.483	35.174	36.933
	Bi-Weekly	2,091.60	2,180.40	2,273.12	2,369.68	2,470.40	2,575.44	2,684.88	2,758.64	2,813.92	2,954.64
	Annual	54,382	56,690	59,101	61,612	64,230	66,961	69,807	71,725	73,162	76,821
19	Hourly	28.677	29.897	31.168	32.492	33.872	35.314	36.813	37.827	38.583	40.513
	Bi-Weekly	2,294.16	2,391.76	2,493.44	2,599.36	2,709.76	2,825.12	2,945.04	3,026.16	3,086.64	3,241.04
	Annual	59,648	62,186	64,829	67,583	70,454	73,453	76,571	78,680	80,253	84,267
20	Hourly	31.491	32.829	34.225	35.679	37.195	38.776	40.424	41.535	42.366	44.484
	Bi-Weekly	2,519.28	2,626.32	2,738.00	2,854.32	2,975.60	3,102.08	3,233.92	3,322.80	3,389.28	3,558.72
	Annual	65,501	68,284	71,188	74,212	77,366	80,654	84,082	86,393	88,121	92,527
21	Hourly	34.607	36.078	37.611	39.209	40.876	42.613	44.424	45.646	46.558	48.886
	Bi-Weekly	2,768.56	2,886.24	3,008.88	3,136.72	3,270.08	3,409.04	3,553.92	3,651.68	3,724.64	3,910.88
	Annual	71,983	75,042	78,231	81,555	85,022	88,635	92,402	94,944	96,841	101,683
22	Hourly	37.978	39.591	41.274	43.028	44.856	46.762	48.751	50.091	51.092	53.647
	Bi-Weekly	3,038.24	3,167.28	3,301.92	3,442.24	3,588.48	3,740.96	3,900.08	4,007.28	4,087.36	4,291.76
	Annual	78,994	82,349	85,850	89,498	93,300	97,265	101,402	104,189	106,271	111,586
23	Hourly	39.832	41.526	43.291	45.131	47.049	49.048	51.133	52.538	53.590	56.270
	Bi-Weekly	3,186.56	3,322.08	3,463.28	3,610.48	3,763.92	3,923.84	4,090.64	4,203.04	4,287.20	4,501.60
	Annual	82,851	86,374	90,045	93,872	97,862	102,020	106,357	109,279	111,467	117,042

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
									YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
									7TH STEP	8TH STEP	9TH STEP	
9	Hourly	14.116	14.715	15.341	15.993	16.673	17.383	18.121	18.618	18.991	19.941	
	Bi-Weekly	1,129.28	1,177.20	1,227.28	1,279.44	1,333.84	1,390.64	1,449.68	1,489.44	1,519.28	1,595.28	
	Annual	29,361	30,607	31,909	33,265	34,680	36,157	37,692	38,725	39,501	41,477	
10	Hourly	15.119	15.763	16.432	17.130	17.858	18.617	19.409	19.944	20.342	21.359	
	Bi-Weekly	1,209.52	1,261.04	1,314.56	1,370.40	1,428.64	1,489.36	1,552.72	1,595.52	1,627.36	1,708.72	
	Annual	31,448	32,787	34,179	35,630	37,145	38,723	40,371	41,484	42,311	44,427	
11	Hourly	16.221	16.910	17.630	18.378	19.158	19.973	20.823	21.396	21.824	22.915	
	Bi-Weekly	1,297.68	1,352.80	1,410.40	1,470.24	1,532.64	1,597.84	1,665.84	1,711.68	1,745.92	1,833.20	
	Annual	33,740	35,173	36,670	38,226	39,849	41,544	43,312	44,504	45,394	47,663	
12	Hourly	17.371	18.112	18.881	19.683	20.519	21.392	22.301	22.915	23.372	24.541	
	Bi-Weekly	1,389.68	1,448.96	1,510.48	1,574.64	1,641.52	1,711.36	1,784.08	1,833.20	1,869.76	1,963.28	
	Annual	36,132	37,673	39,272	40,941	42,680	44,495	46,386	47,663	48,614	51,045	
13	Hourly	18.605	19.396	20.220	21.080	21.976	22.910	23.883	24.540	25.031	26.282	
	Bi-Weekly	1,488.40	1,551.68	1,617.60	1,686.40	1,758.08	1,832.80	1,910.64	1,963.20	2,002.48	2,102.56	
	Annual	38,698	40,344	42,058	43,846	45,710	47,653	49,677	51,043	52,064	54,667	
14	Hourly	19.975	20.825	21.710	22.632	23.594	24.596	25.642	26.346	26.874	28.218	
	Bi-Weekly	1,598.00	1,666.00	1,736.80	1,810.56	1,887.52	1,967.68	2,051.36	2,107.68	2,149.92	2,257.44	
	Annual	41,548	43,316	45,157	47,075	49,076	51,160	53,335	54,800	55,898	58,693	
15	Hourly	21.505	22.418	23.371	24.364	25.399	26.479	27.604	28.364	28.932	30.377	
	Bi-Weekly	1,720.40	1,793.44	1,869.68	1,949.12	2,031.92	2,118.32	2,208.32	2,269.12	2,314.56	2,430.16	
	Annual	44,730	46,629	48,612	50,677	52,830	55,076	57,416	58,997	60,179	63,184	
16	Hourly	23.085	24.067	25.089	26.154	27.265	28.424	29.633	30.448	31.057	32.610	
	Bi-Weekly	1,846.80	1,925.36	2,007.12	2,092.32	2,181.20	2,273.92	2,370.64	2,435.84	2,484.56	2,608.80	
	Annual	48,017	50,059	52,185	54,400	56,711	59,122	61,637	63,332	64,599	67,829	
17	Hourly	24.774	25.827	26.924	28.069	29.260	30.506	31.801	32.676	33.330	34.995	
	Bi-Weekly	1,981.92	2,066.16	2,153.92	2,245.52	2,340.80	2,440.48	2,544.08	2,614.08	2,666.40	2,799.60	
	Annual	51,530	53,720	56,002	58,384	60,861	63,452	66,146	67,966	69,326	72,790	

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD	ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
								6TH STEP	7TH STEP	8TH STEP	9TH STEP
18	Hourly	26.537	27.664	28.840	30.065	31.343	32.676	34.064	35.000	35.702	37.487
	Bi-Weekly	2,122.96	2,213.12	2,307.20	2,405.20	2,507.44	2,614.08	2,725.12	2,800.00	2,856.16	2,998.96
	Annual	55,197	57,541	59,987	62,535	65,193	67,966	70,853	72,800	74,260	77,973
19	Hourly	29.107	30.345	31.636	32.979	34.380	35.844	37.365	38.394	39.162	41.121
	Bi-Weekly	2,328.56	2,427.60	2,530.88	2,638.32	2,750.40	2,867.52	2,989.20	3,071.52	3,132.96	3,289.68
	Annual	60,543	63,118	65,803	68,596	71,510	74,556	77,719	79,860	81,457	85,532
20	Hourly	31.963	33.321	34.738	36.214	37.753	39.358	41.030	42.158	43.001	45.151
	Bi-Weekly	2,557.04	2,665.68	2,779.04	2,897.12	3,020.24	3,148.64	3,282.40	3,372.64	3,440.08	3,612.08
	Annual	66,483	69,308	72,255	75,325	78,526	81,865	85,342	87,689	89,442	93,914
21	Hourly	35.126	36.619	38.175	39.797	41.489	43.252	45.090	46.331	47.256	49.619
	Bi-Weekly	2,810.08	2,929.52	3,054.00	3,183.76	3,319.12	3,460.16	3,607.20	3,706.48	3,780.48	3,969.52
	Annual	73,062	76,168	79,404	82,778	86,297	89,964	93,787	96,368	98,292	103,208
22	Hourly	38.548	40.185	41.893	43.673	45.529	47.463	49.482	50.842	51.858	54.452
	Bi-Weekly	3,083.84	3,214.80	3,351.44	3,493.84	3,642.32	3,797.04	3,958.56	4,067.36	4,148.64	4,356.16
	Annual	80,180	83,585	87,137	90,840	94,700	98,723	102,923	105,751	107,865	113,260
23	Hourly	40.429	42.149	43.940	45.808	47.755	49.784	51.900	53.326	54.394	57.114
	Bi-Weekly	3,234.32	3,371.92	3,515.20	3,664.64	3,820.40	3,982.72	4,152.00	4,266.08	4,351.52	4,569.12
	Annual	84,092	87,670	91,395	95,281	99,330	103,551	107,952	110,918	113,140	118,797

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
									YEARS AT 6TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
									7TH STEP	8TH STEP	9TH STEP	
9	Hourly	14.686	15.309	15.961	16.639	17.346	18.086	18.853	19.370	19.758	20.747	
	Bi-Weekly	1,174.88	1,224.72	1,276.88	1,331.12	1,387.68	1,446.88	1,508.24	1,549.60	1,580.64	1,659.76	
	Annual	30,547	31,843	33,199	34,609	36,080	37,619	39,214	40,290	41,097	43,154	
10	Hourly	15.729	16.400	17.096	17.822	18.579	19.369	20.193	20.750	21.164	22.222	
	Bi-Weekly	1,258.32	1,312.00	1,367.68	1,425.76	1,486.32	1,549.52	1,615.44	1,660.00	1,693.12	1,777.76	
	Annual	32,716	34,112	35,560	37,070	38,644	40,288	42,001	43,160	44,021	46,222	
11	Hourly	16.876	17.593	18.343	19.121	19.932	20.779	21.664	22.260	22.705	23.840	
	Bi-Weekly	1,350.08	1,407.44	1,467.44	1,529.68	1,594.56	1,662.32	1,733.12	1,780.80	1,816.40	1,907.20	
	Annual	35,102	36,593	38,153	39,772	41,459	43,220	45,061	46,301	47,226	49,587	
12	Hourly	18.072	18.843	19.644	20.479	21.348	22.256	23.202	23.840	24.316	25.533	
	Bi-Weekly	1,445.76	1,507.44	1,571.52	1,638.32	1,707.84	1,780.48	1,856.16	1,907.20	1,945.28	2,042.64	
	Annual	37,590	39,193	40,860	42,596	44,404	46,292	48,260	49,587	50,577	53,109	
13	Hourly	19.357	20.180	21.036	21.932	22.864	23.835	24.848	25.532	26.043	27.344	
	Bi-Weekly	1,548.56	1,614.40	1,682.88	1,754.56	1,829.12	1,906.80	1,987.84	2,042.56	2,083.44	2,187.52	
	Annual	40,263	41,974	43,755	45,619	47,557	49,577	51,684	53,107	54,169	56,876	
14	Hourly	20.783	21.667	22.587	23.547	24.547	25.590	26.678	27.410	27.959	29.358	
	Bi-Weekly	1,662.64	1,733.36	1,806.96	1,883.76	1,963.76	2,047.20	2,134.24	2,192.80	2,236.72	2,348.64	
	Annual	43,229	45,087	46,981	48,978	51,058	53,227	55,490	57,013	58,155	61,065	
15	Hourly	22.374	23.323	24.315	25.348	26.425	27.549	28.719	29.510	30.101	31.605	
	Bi-Weekly	1,789.92	1,865.84	1,945.20	2,027.84	2,114.00	2,203.92	2,297.52	2,360.80	2,408.08	2,528.40	
	Annual	46,538	48,512	50,575	52,724	54,964	57,302	59,736	61,381	62,610	65,738	
16	Hourly	24.018	25.039	26.103	27.211	28.366	29.572	30.831	31.678	32.312	33.927	
	Bi-Weekly	1,921.44	2,003.12	2,088.24	2,176.88	2,269.28	2,365.76	2,466.48	2,534.24	2,584.96	2,714.16	
	Annual	49,957	52,081	54,294	56,599	59,001	61,510	64,128	65,890	67,209	70,568	
17	Hourly	25.774	26.871	28.011	29.203	30.442	31.738	33.086	33.997	34.677	36.409	
	Bi-Weekly	2,061.92	2,149.68	2,240.88	2,336.24	2,435.36	2,539.04	2,646.88	2,719.76	2,774.16	2,912.72	
	Annual	53,610	55,892	58,263	60,742	63,319	66,015	68,819	70,714	72,128	75,731	

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4260/CTU NO. 16

GD	ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
								YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERV	YR AT 2ND LONGEVITY RATE & 15 YRS SERV	YR AT 3RD LONGEVITY RATE & 20 YRS SERV
								7TH STEP	8TH STEP	9TH STEP	
18	Hourly	27.609	28.781	30.005	31.279	32.609	33.997	35.440	36.414	37.144	39.002
	Bi-Weekly	2,208.72	2,302.48	2,400.40	2,502.32	2,608.72	2,719.76	2,835.20	2,913.12	2,971.52	3,120.16
	Annual	57,427	59,864	62,410	65,060	67,827	70,714	73,715	75,741	77,260	81,124
19	Hourly	30.283	31.571	32.914	34.312	35.769	37.292	38.874	39.945	40.744	42.782
	Bi-Weekly	2,422.64	2,525.68	2,633.12	2,744.96	2,861.52	2,983.36	3,109.92	3,195.60	3,259.52	3,422.56
	Annual	62,989	65,668	68,461	71,369	74,400	77,567	80,858	83,086	84,748	88,987
20	Hourly	33.254	34.667	36.142	37.677	39.278	40.948	42.688	43.861	44.738	46.975
	Bi-Weekly	2,660.32	2,773.36	2,891.36	3,014.16	3,142.24	3,275.84	3,415.04	3,508.88	3,579.04	3,758.00
	Annual	69,168	72,107	75,175	78,368	81,698	85,172	88,791	91,231	93,055	97,708
21	Hourly	36.546	38.098	39.718	41.405	43.165	44.999	46.912	48.203	49.165	51.623
	Bi-Weekly	2,923.68	3,047.84	3,177.44	3,312.40	3,453.20	3,599.92	3,752.96	3,856.24	3,933.20	4,129.84
	Annual	76,016	79,244	82,613	86,122	89,783	93,598	97,577	100,262	102,263	107,376
22	Hourly	40.105	41.809	43.586	45.437	47.369	49.380	51.481	52.896	53.953	56.652
	Bi-Weekly	3,208.40	3,344.72	3,486.88	3,634.96	3,789.52	3,950.40	4,118.48	4,231.68	4,316.24	4,532.16
	Annual	83,418	86,963	90,659	94,509	98,528	102,710	107,080	110,024	112,222	117,836
23	Hourly	42.063	43.852	45.715	47.658	49.684	51.796	53.997	55.481	56.592	59.421
	Bi-Weekly	3,365.04	3,508.16	3,657.20	3,812.64	3,974.72	4,143.68	4,319.76	4,438.48	4,527.36	4,753.68
	Annual	87,491	91,212	95,087	99,129	103,343	107,736	112,314	115,400	117,711	123,596

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

<u>GD</u>	<u>ENTRY RATE</u>	<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>	<u>6TH STEP</u>	<u>7TH STEP</u>	<u>8TH STEP</u>	<u>9TH STEP</u>
9	Hourly 15.016	15.653	16.320	17.013	17.736	18.493	19.277	19.806	20.203	21.214
	Bi-Weekly 1,201.28	1,252.24	1,305.60	1,361.04	1,418.88	1,479.44	1,542.16	1,584.48	1,616.24	1,697.12
	Annual 31,233	32,558	33,946	35,387	36,891	38,465	40,096	41,196	42,022	44,125
10	Hourly 16.083	16.769	17.481	18.223	18.997	19.805	20.647	21.217	21.640	22.722
	Bi-Weekly 1,286.64	1,341.52	1,398.48	1,457.84	1,519.76	1,584.40	1,651.76	1,697.36	1,731.20	1,817.76
	Annual 33,453	34,880	36,360	37,904	39,514	41,194	42,946	44,131	45,011	47,262
11	Hourly 17.256	17.989	18.756	19.551	20.380	21.247	22.151	22.761	23.216	24.376
	Bi-Weekly 1,380.48	1,439.12	1,500.48	1,564.08	1,630.40	1,699.76	1,772.08	1,820.88	1,867.28	1,950.08
	Annual 35,892	37,417	39,012	40,666	42,390	44,194	46,074	47,343	48,289	50,702
12	Hourly 18.479	19.267	20.086	20.940	21.828	22.757	23.724	24.376	24.863	26.107
	Bi-Weekly 1,478.32	1,541.36	1,606.88	1,675.20	1,746.24	1,820.56	1,897.92	1,950.08	1,989.04	2,088.56
	Annual 38,436	40,075	41,779	43,555	45,402	47,335	49,346	50,702	51,715	54,303
13	Hourly 19.793	20.634	21.509	22.425	23.378	24.371	25.407	26.106	26.629	27.959
	Bi-Weekly 1,583.44	1,650.72	1,720.72	1,794.00	1,870.24	1,949.68	2,032.56	2,088.48	2,130.32	2,236.72
	Annual 41,169	42,919	44,739	46,644	48,626	50,692	52,847	54,300	55,388	58,155
14	Hourly 21.251	22.155	23.095	24.077	25.099	26.166	27.278	28.027	28.588	30.019
	Bi-Weekly 1,700.08	1,772.40	1,847.60	1,926.16	2,007.92	2,093.28	2,182.24	2,242.16	2,287.04	2,401.52
	Annual 44,202	46,082	48,038	50,080	52,206	54,425	56,738	58,296	59,463	62,440
15	Hourly 22.877	23.848	24.862	25.918	27.020	28.169	29.365	30.174	30.778	32.316
	Bi-Weekly 1,830.16	1,907.84	1,988.96	2,073.44	2,161.60	2,253.52	2,349.20	2,413.92	2,462.24	2,585.28
	Annual 47,584	49,604	51,713	53,909	56,202	58,592	61,079	62,762	64,018	67,217
16	Hourly 24.558	25.602	26.690	27.823	29.004	30.237	31.525	32.391	33.039	34.690
	Bi-Weekly 1,964.64	2,048.16	2,135.20	2,225.84	2,320.32	2,418.96	2,522.00	2,591.28	2,643.12	2,775.20
	Annual 51,081	53,252	55,515	57,872	60,328	62,893	65,572	67,373	68,721	72,155
17	Hourly 26.354	27.476	28.641	29.860	31.127	32.452	33.830	34.762	35.457	37.228
	Bi-Weekly 2,108.32	2,198.08	2,291.28	2,388.80	2,490.16	2,596.16	2,706.40	2,780.96	2,836.56	2,978.24
	Annual 54,816	57,150	59,573	62,109	64,744	67,500	70,366	72,305	73,751	77,434

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
								YEARS AT 6TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC 7TH STEP	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC 8TH STEP	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC 9TH STEP
								6TH STEP	7TH STEP	8TH STEP	9TH STEP
18	Hourly	28.230	29.429	30.680	31.983	33.343	34.762	36.237	37.233	37.980	39.880
	Bi-Weekly	2,258.40	2,354.32	2,454.40	2,558.64	2,667.44	2,780.96	2,898.96	2,978.64	3,038.40	3,190.40
	Annual	58,718	61,212	63,814	66,525	69,353	72,305	75,373	77,445	78,998	82,950
19	Hourly	30.964	32.281	33.655	35.084	36.574	38.131	39.749	40.844	41.661	43.745
	Bi-Weekly	2,477.12	2,582.48	2,692.40	2,806.72	2,925.92	3,050.48	3,179.92	3,267.52	3,332.88	3,499.60
	Annual	64,405	67,144	70,002	72,975	76,074	79,312	82,678	84,956	86,655	90,990
20	Hourly	34.002	35.447	36.955	38.525	40.162	41.869	43.648	44.848	45.745	48.032
	Bi-Weekly	2,720.16	2,835.76	2,956.40	3,082.00	3,212.96	3,349.52	3,491.84	3,587.84	3,659.60	3,842.56
	Annual	70,724	73,730	76,866	80,132	83,537	87,088	90,788	93,284	95,150	99,907
21	Hourly	37.368	38.955	40.612	42.337	44.136	46.011	47.968	49.288	50.271	52.785
	Bi-Weekly	2,989.44	3,116.40	3,248.96	3,386.96	3,530.88	3,680.88	3,837.44	3,943.04	4,021.68	4,222.80
	Annual	77,725	81,026	84,473	88,061	91,803	95,703	99,773	102,519	104,564	109,793
22	Hourly	41.007	42.750	44.567	46.459	48.435	50.491	52.639	54.086	55.167	57.927
	Bi-Weekly	3,280.56	3,420.00	3,565.36	3,716.72	3,874.80	4,039.28	4,211.12	4,326.88	4,413.36	4,634.16
	Annual	85,295	88,920	92,699	96,635	100,745	105,021	109,489	112,499	114,747	120,488
23	Hourly	43.009	44.839	46.744	48.730	50.802	52.961	55.212	56.729	57.865	60.758
	Bi-Weekly	3,440.72	3,587.12	3,739.52	3,898.40	4,064.16	4,236.88	4,416.96	4,538.32	4,629.20	4,860.64
	Annual	89,459	93,265	97,228	101,358	105,668	110,159	114,841	117,996	120,359	126,377

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4250/CTU NO. 16

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 6TH STEP	AFTER 1	AFTER 1	AFTER 1
									YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
									7TH STEP	8TH STEP	8TH STEP
9	Hourly	15.316	15.966	16.646	17.353	18.091	18.863	19.663	20.202	20.607	21.638
	Bi-Weekly	1,225.28	1,277.28	1,331.68	1,388.24	1,447.28	1,509.04	1,573.04	1,616.16	1,648.56	1,731.04
	Annual	31,857	33,209	34,624	36,094	37,629	39,235	40,899	42,020	42,863	45,007
10	Hourly	16.405	17.104	17.831	18.587	19.377	20.201	21.060	21.641	22.073	23.176
	Bi-Weekly	1,312.40	1,368.32	1,426.48	1,486.96	1,550.16	1,616.08	1,684.80	1,731.28	1,765.84	1,854.08
	Annual	34,122	35,576	37,088	38,661	40,304	42,018	43,805	45,013	45,912	48,206
11	Hourly	17.601	18.349	19.131	19.942	20.788	21.672	22.594	23.216	23.680	24.864
	Bi-Weekly	1,408.08	1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52	1,857.28	1,894.40	1,989.12
	Annual	36,610	38,166	39,792	41,479	43,239	45,078	46,996	48,289	49,254	51,717
12	Hourly	18.849	19.652	20.488	21.359	22.265	23.212	24.198	24.864	25.360	26.629
	Bi-Weekly	1,507.92	1,572.16	1,639.04	1,708.72	1,781.20	1,856.96	1,935.84	1,989.12	2,028.80	2,130.32
	Annual	39,206	40,876	42,615	44,427	46,311	48,281	50,332	51,717	52,749	55,388
13	Hourly	20.189	21.047	21.939	22.874	23.846	24.858	25.915	26.628	27.162	28.518
	Bi-Weekly	1,615.12	1,683.76	1,755.12	1,829.92	1,907.68	1,988.64	2,073.20	2,130.24	2,172.96	2,281.44
	Annual	41,993	43,778	45,633	47,578	49,600	51,705	53,903	55,386	56,497	59,317
14	Hourly	21.676	22.598	23.557	24.559	25.601	26.689	27.824	28.588	29.160	30.619
	Bi-Weekly	1,734.08	1,807.84	1,884.56	1,964.72	2,048.08	2,135.12	2,225.92	2,287.04	2,332.80	2,449.52
	Annual	45,086	47,004	48,999	51,083	53,250	55,513	57,874	59,463	60,653	63,688
15	Hourly	23.335	24.325	25.359	26.436	27.560	28.732	29.952	30.777	31.394	32.962
	Bi-Weekly	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,462.16	2,511.52	2,636.96
	Annual	48,537	50,596	52,747	54,987	57,325	59,763	62,300	64,016	65,300	68,561
16	Hourly	25.049	26.114	27.224	28.379	29.584	30.842	32.156	33.039	33.700	35.384
	Bi-Weekly	2,003.92	2,089.12	2,177.92	2,270.32	2,366.72	2,467.36	2,572.48	2,643.12	2,696.00	2,830.72
	Annual	52,102	54,317	56,626	59,028	61,535	64,151	66,884	68,721	70,096	73,599
17	Hourly	26.881	28.026	29.214	30.457	31.750	33.101	34.507	35.457	36.166	37.973
	Bi-Weekly	2,150.48	2,242.08	2,337.12	2,436.56	2,540.00	2,648.08	2,760.56	2,836.56	2,893.28	3,037.84
	Annual	55,912	58,294	60,765	63,351	66,040	68,850	71,775	73,751	75,225	78,984

SCHEDULE I
BUREAU OF HUMAN RESOURCES
COMMUNICATION WORKERS OF AMERICA, LOCAL 4260/CTU NO. 16

GD		ENTRY RATE	1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	6TH STEP	AFTER 2	AFTER 1	AFTER 1	AFTER 1
									YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC 7TH STEP	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC 8TH STEP	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC 9TH STEP
18	Hourly	28.795	30.018	31.294	32.623	34.010	35.457	36.962	37.978	38.740	40.678	
	Bi-Weekly	2,303.60	2,401.44	2,503.52	2,609.84	2,720.80	2,836.56	2,956.96	3,038.24	3,099.20	3,264.24	
	Annual	59,894	62,437	65,092	67,856	70,741	73,751	76,881	78,994	80,579	84,610	
19	Hourly	31.583	32.927	34.328	35.786	37.305	38.894	40.544	41.661	42.494	44.620	
	Bi-Weekly	2,526.64	2,634.16	2,746.24	2,862.88	2,984.40	3,111.52	3,243.52	3,332.88	3,399.52	3,569.60	
	Annual	65,693	68,488	71,402	74,435	77,594	80,900	84,332	86,655	88,388	92,810	
20	Hourly	34.682	36.156	37.694	39.296	40.965	42.706	44.521	45.745	46.660	48.993	
	Bi-Weekly	2,774.56	2,892.48	3,015.52	3,143.68	3,277.20	3,416.48	3,561.68	3,659.60	3,732.80	3,919.44	
	Annual	72,139	75,204	78,404	81,736	85,207	88,828	92,604	95,150	97,053	101,905	
21	Hourly	38.115	39.734	41.424	43.184	45.019	46.931	48.927	50.274	51.276	53.841	
	Bi-Weekly	3,049.20	3,178.72	3,313.92	3,454.72	3,601.52	3,754.48	3,914.16	4,021.92	4,102.08	4,307.28	
	Annual	79,279	82,647	86,162	89,823	93,640	97,616	101,768	104,570	106,654	111,989	
22	Hourly	41.827	43.605	45.458	47.388	49.404	51.501	53.692	55.168	56.270	59.086	
	Bi-Weekly	3,346.16	3,488.40	3,636.64	3,791.04	3,952.32	4,120.08	4,295.36	4,413.44	4,501.60	4,726.88	
	Annual	87,000	90,698	94,553	98,567	102,760	107,122	111,679	114,749	117,042	122,899	
23	Hourly	43.869	45.736	47.679	49.705	51.818	54.020	56.316	57.864	59.022	61.973	
	Bi-Weekly	3,509.52	3,658.88	3,814.32	3,976.40	4,145.44	4,321.60	4,505.28	4,629.12	4,721.76	4,957.84	
	Annual	91,248	95,131	99,172	103,386	107,781	112,362	117,137	120,357	122,766	128,904	

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016**

Cook County Benefit Overview

HMO(s)	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Classic Blue Option	In Effect	Eliminated
Out of Pocket Maximum	Drug Copays do not accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$10 copay	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$10 copay	\$15 copay
Specialists	\$10 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$10 copay	\$15 copay
Emergency Room	\$40 copay	\$75 copay

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Deductible and Out of Pocket Maximum	Copay and Deductibles do not accumulate to OOP Max \$125 / \$250 (Single / Family) 2x Out of Network	Copay and Deductibles do accumulate to OOP Max \$350 / \$700 (Single / Family) 2x Out of Network
Annual Deductible	\$1,500/\$3,000 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
Out of Pocket Maximum	90% In network / 60% Out of network 90% coinsurance after \$25 copay / 60% Out of network	90% In network / 60% Out of network \$0 copay (100% Covered)
Inpatient Facility		
Preventive		

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016**

<i>PCP</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Specialists</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
<i>X-Ray / Diagnostic tests (performed in lab or hospital)</i>	90% In network 60% Out of network	90% in network 60% Out of network
<i>Accident / Illness</i>	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
<i>Emergency Room – In / Out of Network</i>	\$40 copay	\$75 copay

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016**

Cook County Benefit Overview (Cont.)

Drug	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Prescription Drugs – Retail</i>	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
<i>Generic Step Therapy</i>	N/A	PBM's generic step therapy program
<i>Mandatory Maintenance Choice</i>	N/A	Mandatory mail-order for maintenance drugs

Vision	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Eye Examination</i>	\$0 copay Once per 12 months	\$0 copay Once per 12 months
<i>Eyeglass Lenses*</i>	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
<i>Frames</i>	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months	\$0 copay up to \$100 / Amount over \$100 less 10% Once per 24 months
<i>Contact Lenses*</i>	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

**Either eyeglass lenses OR contact lenses are covered every 12 months*

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016

Cook County Benefit Overview (Cont.)

Dental – HMO		Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$0 (None)		\$0 (None)
<i>Benefit Period Maximum</i>	None		None
<i>Preventive</i>	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
<i>Basic Benefits</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
<i>Major Services</i>	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
<i>Orthodontics</i>	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19
Dental – PPO		Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
<i>Annual Deductible</i>	\$25 Individual / \$100 Family (In network)	\$25 Individual / \$100 Family (In network)	\$25 Individual / \$100 Family (In network)
	\$50 Individual / \$200 Family (Out of network)	\$50 Individual / \$200 Family (Out of network)	\$50 Individual / \$200 Family (Out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016**

<i>Preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE
 DECEMBER 1, 2015 AND DECEMBER 1, 2016**

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Employee Only	0.50%	1.00%	1.50%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	1.75%	2.25%

PPO	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Employee Only	1.50%	2.00%	2.50%
Employee + Spouse	2.00%	2.50%	3.00%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	2.75%	3.25%

Dental	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

Vision	Effective until 11/30/2015	Effective 12/1/2015	Effective 12/1/2016
Vision Plan	\$0	\$0	\$0

**APPENDIX D
DRUG-FREE WORKPLACE POLICY**

EFFECTIVE 12/20/02

TABLE OF CONTENTS

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

EFFECTIVE 12/20/02

I. PURPOSE

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

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

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

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

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

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

II. POLICY STATEMENT

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

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

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

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

2. Failure to cooperate;
3. Tampering or attempting to tamper with urine specimens;
4. Adulteration of a test sample;
5. Submission of or attempt to submit a false test sample;
6. Any other activities designed to interfere with, impede or otherwise obstruct drug testing.

G. Reasonable suspicion" is defined as a belief based on objective facts sufficient to lead a reasonably prudent supervisor to find that a sworn employee is using, or has used, drugs in violation of this policy. The suspicion must be drawn from specific, objective, articulable facts and reasonable, rational inferences drawn from those facts in light of experience. The facts must lead the supervisor to believe that the employee's ability to perform the functions of the job is impaired, or that the employee's ability to perform his/her job safely is reduced.

1. Reasonable suspicion drug testing shall be conducted when a sworn employee has exhibited unusual work habits or behavioral traits and is incapable of performing required duties and a manager or supervisor has furnished written documentation citing specific instances of reasonable and articulable suspicion that the employee is under the influence of drugs or has otherwise violated this policy.
2. Factors to be considered by command and supervisory personnel in determining whether a finding of reasonable suspicion is appropriate may include, but are not limited to, any of the following, alone or in combination:
 - a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms or manifestations of being under the influence of drugs;
 - b. Abnormal conduct or erratic behavior while on-duty;
 - c. Excessive unexcused absenteeism, tardiness or deterioration in work performance;
 - d. Slurred speech or unsteady walking or movement;
 - e. Illegal possession of drugs or controlled substances or an arrest for violation of a drug statute;

- f. Information obtained from reliable and credible sources with personal knowledge which has been independently corroborated.
- H. In addition to random and reasonable suspicion drug testing, mandatory drug testing shall be conducted when a sworn employee:
 - 1. Is appointed to an exempt position, subject to promotion to a career service rank, or is applying for assignment to certain specialized Department units;
 - 2. Qualifies for an extra-departmental training program of more than two weeks duration;
 - 3. Is returning to the Department after an absence of 15 days or more with the exception of vacation time, personal time, holiday and compensatory time due days, however if the reason for the absence is medical but other time earned is then, used in the alternative the employee will be subject to testing.
 - 4. Is involved in an accident involving a Department vehicle that results in a fatality or injury which demands immediate medical attention away from the scene of the accident or any property damage and sufficient facts exist to support a supervisory finding of reasonable suspicion, or when the circumstances require testing in accordance with existing statutes.
- I. Sworn employees acting in their official capacity as peace officers in undercover roles and as a direct result of their, official assignments shall not be disciplined under, this policy. However, any employee who has reason to believe that an on-duty official capacity activity has, or will result in the presence of a drug or controlled substance in his/her system must submit a confidential written report to the Department Head within 24 hours from the time of exposure. Consideration of reported claims of on-duty exposures shall be limited to life threatening and tactically unavoidable circumstances which are documented and submitted in accordance with the time limits established herein. Failure to report a possible on-duty exposure will negate any claim that a subsequent confirmed positive drug test was the result of an on-duty activity.
- J. The provisions of this policy shall not prevent the Department from conducting medical screenings, with the express written consent of the employee, to monitor exposure to toxic or other unhealthy substances in the workplace or in the performance of their responsibilities. Any such screenings shall be limited to the specific substances expressly identified in the employee consent form.

III. MANAGEMENT RESPONSIBILITIES

EFFECTIVE 12/20/02

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

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

IV. EMPLOYEE RESPONSIBILITIES

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

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

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

V. CONFIDENTIALITY

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

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

VI. TESTING LABORATORY CERTIFICATION

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

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

and/or accredited by the U.S. Department of Health and Human Services Clinical Laboratory.

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

VII. DRUG TESTING UNIT

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

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

- E. Ensuring the generation of the random selection listing of personnel to identify employees who are to be directed to submit to drug testing on particular dates and shifts;
- F. Ensuring the notification of the commanders or supervisors of each employee to be tested;
- G. Developing standard operating procedures to ensure the efficient operation and integrity of the Drug Testing Program;
- H. Coordination and liaison with the certified testing laboratory contracted by the Department;
- I. Evaluating the program and collecting and compiling anonymous, statistical data including, but not limited to, reporting the number of:
 - 1. Random, reasonable suspicion and mandatory tests;
 - 2. Verified positive test results;
 - 3. Disciplinary actions initiated as a result of confirmed positive test results and other violations of this policy.
- J. Assisting in developing employee drug education and prevention programs.

VIII. RANDOM DRUG TESTING SELECTION PROCEDURES

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

IX. EMPLOYEE NOTIFICATION PROCEDURES

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

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

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

X. DUTIES OF EMPLOYEES SELECTED FOR DRUG TESTING

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

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

Affected personnel shall report in accordance with the following schedule:

1. First "shift personnel shall report no earlier than 0500 hours and no later than 0800 hours;
 2. Second shift personnel shall report no earlier than 0600 hours and no later than 1400 hours;
 3. Third shift personnel shall report no earlier than 1400 hours and no later than 2000 hours.
- B. Upon arrival at the Drug Testing Unit office, employees shall identify themselves, present their photo identification card and the original Drug Testing Program Notification Form.
- C. Answer all pre-test questions relating to their medical history regarding the use of any/all prescribed drug(s).
- D. Upon completion of the specimen collection process, the employee shall immediately return to duty status.
- E. An affected employee's tour of duty shall not be considered completed until he/she has submitted the required urine specimen.

XI. TEST RESULT PROCEDURES

- A. Confirmation and Reporting of Test Results.
1. All employees shall be notified, in writing, of the results of their drug screening test, whether negative or positive.
 2. A drug screening specimen that initially yields a positive result shall be tested a second time using a gas chromatography/mass spectrometry (GC/MS) test.
 3. If the second test confirms the initial positive test result, the employee shall be notified in writing. The notification shall identify the particular

drug(s) or controlled substances or their metabolites and shall specify the concentration level.

4. An employee whose confirmation test as specified in paragraph 3, is deemed positive, may, at the employee's own expense, have additional testing conducted On the original test sample. The employee shall have forty-eight (48) hours to notify the Drug Testing Unit, in writing, that he/she intends to have the confirmation verified by a laboratory of his/her own choice. The laboratory must be certified by the U.S. Department of Health and Human Services (HHS) Substance Abuse and Mental Health Services Administration (SAMSHA).
5. Any employee who is the subject of a drug test that results in a positive confirmed test shall, upon written request, have access to any test or laboratory records relating to his/her drug test.
6. Confirmed positive test specimens shall be delivered to the laboratory of the employee's choice by the laboratory that performed the test for the Department. The original laboratory shall be responsible for the transfer of the portion of the specimen to be retested and for the integrity of the chain of custody during such transfer.
7. Quantitation for a retest is not subject to a specific cut off level requirement, but must provide data sufficient to confirm the presence of the drug or metabolite. Because some analytes may deteriorate or are lost during storage, detected levels of the drug below the detection limits established by this policy, but equal or greater than the established sensitivity of the assay must, as technically appropriate, be reported and considered corroborative of the original positive results.
8. An original copy of the results of the retest conducted by the employee's chosen laboratory shall be delivered to. the Drug Test Unit within ten (10) calendar days from the date the specimen was delivered to.the employee's selected laboratory by the Department laboratory.
9. If the HHS/SAMHSA certified laboratory selected by the employee disputes the positive finding(s) of the laboratory utilized by the Department within the time allotted, using the same testing procedures used by the original laboratory, then no further action shall be taken against the employee. If the retest result is negative, the Department shall reimburse the employee for the expenses incurred for the retest. Such reimbursement shall be limited to the current cost to the Department for GC/MS confirmation testing.
10. If the laboratory selected by the employee fails to dispute the positive finding(s) within the allotted time, or if the employee fails or refuses to elect the confirmatory testing procedure within the time or in the

manner prescribed herein, the Drug Testing Unit will proceed with the preliminary investigation previously initiated as a result of the initial confirmation finding of the original laboratory.

- B. Upon receipt of notification of a positive test result, the Administrator of the Drug Testing Unit or designee shall confidentially notify the Department Head or the Commander of the Internal Investigations Section who shall:
1. Notify the affected employee and request that he/she furnish documentation relating to the use of any legally prescribed drugs (e.g., valid prescriptions, -prescribing physician's statement, etc.).
 2. When necessary, initiate a preliminary investigation to determine the validity of the employee's statement and evidence provided in support of a claim that he/she is presently taking prescribed drugs.
 - a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed at a therapeutic level in accordance with prescription directions, no further action shall be taken.
 - b. In all other instances, the Department Head or the Commander of the Internal Investigations Section shall be notified when the confirmed test results indicate positive evidence of drug usage by the employee. No action shall be taken as the result of a positive test result solely on the basis of an initial screening test procedure.

XII. SEARCHES FOR ILLEGAL DRUGS

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

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

XIII. EMPLOYEE ASSISTANCE PROGRAM

The Department fully supports the Employee Assistance Program (EAP) and encourages employees who are using illegal or unauthorized drugs or controlled substances to seek the confidential services of the Program. The EAP plays an important role by providing employees an opportunity to eliminate the use of illegal

drugs or controlled substances. Referrals can be made to appropriate treatment and rehabilitative facilities who shall follow up with individuals during their rehabilitation period to track their progress and encourage successful completion of the program. Enrollment in, or current participation in, an EAP or other rehabilitation program will not excuse an employee from drug testing programs initiated by this policy and order; nor shall such participation preclude disciplinary action against an employee who tests positive for drug use during the course of any testing procedure required by this order.

XIV. CONFLICT RESOLUTION AND INCLUSION OF APPENDICES

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

XV. SAVINGS CLAUSE

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

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

EFFECTIVE 12/20/02

TABLE OF CONTENTS

ARTICLE 100 - GENERAL

101 APPLICABILITY 2
102 DEFINITIONS 2
103 FUTURE REVISIONS..... 3

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

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

ARTICLE 100 - GENERAL

101 – APPLICABILITY

- (a) These mandatory guidelines apply to all drug testing procedures conducted by this Department in accordance with existing policies and directives.
- (b) Only laboratories certified under the standards established by the U.S. Department of Health and, Human Services (HHS) and the Substance Abuse and Mental Health Services Administration (SAMSHA) are authorized to perform urine drug testing for the Department.

102 – DEFINITIONS

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

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

(At this time, gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method.)

Initial Test

(also known as Screening Test): An immunoassay screen to eliminate "negative" urine samples from further testing or consideration.

Permanent Record Book: A permanently bound book in which identifying data on each specimen collected at a collection site are permanently recorded in the sequence of collection.

Reason to Believe:

Reason to believe that a particular individual may alter or substitute the urine specimen.

103 - FUTURE REVISIONS

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

ARTICLE 200 - SCIENTIFIC AND TECHNICAL REQUIREMENTS

201 - THE DRUGS

- (a) Department policy and directives define "drugs" and "controlled substances" as those substances and their respective metabolites, including but not limited to, cannabis as defined in 720 ILCS 550/3 (a), and controlled substances as defined in 720 ILCS 570/102 (0- It does not include drugs used pursuant to a valid prescription or when used as otherwise authorized by law. While this definition encompasses many drugs, it is not feasible to test routinely for all of them. Department drug testing programs shall test for drugs, as follows:
 - (1) Random drug testing programs shall at a minimum test for marijuana and cocaine;"
 - (2) Drug testing programs are also authorized to test for opiates, amphetamines, phencyclidine or any drug as defined in 201(a) of these guidelines.
- (b) Urine specimens collected pursuant to the policies and directives of the Department shall be used only to test for those drugs included in these guidelines and may not be used to conduct any other analysis or test unless otherwise authorized by law.

- (c) These guidelines are not intended to limit additional categories of drugs in the drug testing of sworn employees.

202- SPECIMEN COLLECTION PROCEDURES

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

individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection. Individuals may also be required to furnish fingerprints for recording and establishing positive identification:

- (3) If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
- (4) The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his/her wallet.
- (5) The individual shall be instructed to wash and dry his/her hands prior to urination.
- (6) After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.
- (7) The individual may provide his/her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
- (8) The collection site person shall note any unusual behavior or appearance in the permanent record book.
- (9) In the exceptional event that a Department collection site is not accessible and there is an immediate requirement for specimen collection (e.g., an accident investigation), a public restroom may be used according to the following procedures: A collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual will be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

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

labeled. If the specimen is transferred to a second bottle, the collection site person shall require the individual to observe the transfer of the specimen and the placement of the tamperproof seal over the bottle cap and down the sides of the bottle.

- (18) The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (f)(19) - (f)(22) of this section.
- (19) The collection site person shall place securely, on the bottle, an identification label, which contains the date, the individual's specimen number, and any other identifying information provided or required by the Department.
- (20) The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him/her.
- (21) The collection site person shall enter in the permanent record, book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.
- (22) The individual shall be required to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him/her is in fact the specimen he/she provided.
- (23) A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct observation of a same gender collection site person based on a reason to believe that the individual may alter or substitute the specimen to be provided.
- (24) The collection site person shall complete the chain of custody form.
- (25) The urine specimen and chain Of Custody form are how ready for shipment or pickup; If the specimen is not immediately prepared for shipment it shall be appropriately safeguarded during temporary storage.
- (26) While any part of the above chain of custody is being performed, it is essential that the urine specimen and custody documents be under the control of the involved collection site person. If the involved collection site person leaves his/her work station momentarily, the specimen and custody form shall be taken with him/her or be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he/she leaves the site.

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

203 - SHORT AND LONG TERM SPECIMEN STORAGE

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

204 - TEST LEVELS

- (a) **Initial Test Level:** The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs.

- (b) Confirmatory Test Levels: AH specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cutoff values listed in this section for each drug. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."
- (c) Test Level Revisions: The test levels listed in this section are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations. Any changes in these test levels will be published in a timely fashion.

	Initial test level (ng/ml):	Confirmatory test level (ng/ml)
Amphetamines	1,000	500
Cocaine ₁	300	150
Benzodiazepines	300	200
Methaqualone	300	200
THC (Cannabinoids) ₂	20	15
Barbiturates	300	200
Methadone	300	200
Phencyclidine (PCP)	25	25
Opiates	₃ 2000	₃ 2000
Propoxyphene	300	200

1 Benzoyllecgonine

2 Delta-9-tetrahydrocannabinol-9-carboxylic acid

3 25ng/ml if immunoassay specific for free morphine

205 - REPORTING TEST RESULTS

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

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