

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **FOREST PRESERVE DISTRICT OF COOK COUNTY**

**SERGEANTS**

**January 1, 2021 – December 31, 2025**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

AND

FOREST PRESERVE DISTRICT OF COOK COUNTY

SERGEANT UNIT

January 1, 2021 — December 31, 2025

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## **PREAMBLE**

This collective bargaining agreement is entered into between the Forest Preserve District of Cook County, (hereinafter referred to as the "District" or "Employer") and the Illinois Fraternal Order of Police Labor Council representing the Forest Preserve Sergeants (hereinafter referred to as the "Labor Council" or "Union").

## **ARTICLE I RECOGNITION**

### **Section 1.1. Representative Unit:**

The Employer recognizes the Labor Council as the sole and exclusive representative for all employees of the Employer in the defined bargaining unit described as all Cook County Forest Preserve District Police in the rank of Sergeant and excluding all supervisory, managerial and confidential employees, and all other employees of the County of Cook and Cook County Forest Preserve District.

### **Section 1.2. Labor Council Membership:**

The Employer does not object to Labor Council membership by its employees, and believes that certain benefits may be gained from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Labor Council if the member tenders the dues form.

The Employer will grant the Labor Council an opportunity during the orientation of new bargaining unit members to present the benefits of Labor Council membership.

### **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 Labor Council and the Employer (attached herein as APPENDIX "C"), the Employer shall deduct from the wages of the employees the monthly dues and initiation fee (if any) required as a condition of membership in the Labor Council, or a fair share representation fee, and shall forward such amount to the Labor Council within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Labor Council.

### **Section 1.4. Indemnification:**

The Labor Council shall indemnify and save the Employer 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 Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Labor Council shall refund any such amount directly to the involved employee.

**ARTICLE II  
NON-DISCRIMINATION**

**Section 2.1. Non-Discrimination:**

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

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

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

**ARTICLE III  
DISTRICT AUTHORITY**

**Section 3.1. District Rights:**

The Council recognizes that the District has the full authority and responsibility for directing its operations and determining policy. The District 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 District shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

- A. The Union recognizes the rights of the District to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The District has all the customary and usual rights, power and functions of management. The powers of authority which the District has not specifically abridged, delegated or modified by this Agreement are retained by the District. (The enumeration of management's rights in this Article is not to be construed as being all-inclusive, but rather as an indication of the type of rights inherent to management.)
- B. The Union recognizes the exclusive right of the District to establish reasonable work rules, make work assignments, determine reasonable schedules of work, determine established methods, processes and procedures by which work is to be performed as well as set work standards.
- C. The District has the right to schedule reasonable amounts of overtime work as required and consistent with the provisions of this Agreement.

- D. The District has the right to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities, it being understood by the parties that only the significant and principle duties and range of skills are enumerated in class specifications and job descriptions, incidental duties similarly related, although not enumerated, are intended to be performed by employees.
- E. It is recognized that the District is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a circumstance or combination of circumstances beyond the control of management (e.g., flood, tornado, blizzard, civil disorder, etc.) or serious unforeseen situation which calls for immediate action, to be declared by Chief of Forest Preserve District Police/designee, where it may be required to assign employees out of class regardless of seniority. After the emergency subsides, the District agrees to move without undue delay to call in or otherwise assign the appropriate employees and classifications.

**Section 3.2. District Obligation:**

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

**Section 3.3. Labor Council and District Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and District agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and District shall each designate not more than two (2) representatives to a labor-management committee for this purpose.

**ARTICLE IV  
HOURS OF WORK AND OVERTIME**

**Section 4.1. Purpose of Article:**

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

**Section 4.2. Regular Work Periods:**

The normal workday shall consist of eight hours and 35 minutes of consecutive work including a one-half hour paid lunch period within the twenty-four (24) hour period beginning at the employee's scheduled starting time. The regular work schedule will be four (4) consecutive days of work followed by two (2) consecutive days off. The normal work week is a seven (7) day period

beginning with Friday and ending Thursday. Employees shall continue to be paid on a bi-weekly basis. Employees shall be assigned to the schedule pursuant to Appendix "A" Work Schedules.

**Section 4.3. Compensatory Time and/or Overtime Compensation:**

- A. Employees who are assigned to work overtime will be paid at the rate of time and one-half (1-1/2) their normal hourly rate of pay for all hours worked in excess of their regularly scheduled hours in a fourteen (14) day work period. For purposes of this section, "regularly scheduled hours" means the number of hours that an employee is scheduled to work during a particular bi-weekly pay period based on the 4 days on and 2 days off schedule. The time and one-half shall be earned in compensatory time or paid time at the employee's option.

For the purpose of calculating overtime, all compensated hours shall be counted, except sick leave.

- B. Employees may use and replenish compensatory time throughout the year, and it is understood that no employee may accrue more than 171.67 hours at any given time. Employee's use of compensatory time shall be in accordance with the Fair Labor Standards Act (FLSA). Compensatory time may be used in a minimum of one hour increments at the beginning or end of the shift. However, employee requests to use Compensatory Time shall not be unreasonably denied. Requests to use compensatory time shall be addressed within 14 days or a reasonable time of their submission. Requests to use compensatory time shall be submitted as far in advance as possible. Comp time requests during the calendar year will be granted by first come/first served basis. Requests submitted for the following calendar year will be addressed by seniority, after the annual vacation bid is completed.

Any overtime hours in excess of the accrual limit shall be paid out to the employee at the rate of time and one-half (1-1/2) of the employee's regular hourly straight time rate of pay. Employees who have reached the accrual limit shall not be required to take an additional day off in lieu of overtime payment nor shall the employee be assigned an additional day off by the Employer in lieu of overtime payment.

Employees shall have the option of getting paid up to 85.833 hours of their accumulated Compensatory Time by submitting a request to do so by December 15th of each year.

The Employer shall post a yearly schedule of all benefit time (compensatory time, vacation time and personal days) off requests that have been granted on the County Intranet site, to which all employees shall have access. The Employer will update and maintain benefit time balances thru the Cook County Time (CCT) program or a similar program to which all employees will have access. Disputes regarding an employee's benefit time balances shall be resolved through the grievance procedure of this Agreement.

**Section 4.4. Overtime Work:**

- A. Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The District 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 District may assign the overtime work to any employees immediately available. No employee shall work overtime unless expressly authorized by a member of the Command Staff

- B. It is the intention of the parties that overtime will be distributed among the employees in the same job classification, by seniority, in the following manner:
1. Prescheduled (more than 48- hours in advance):
    - a) First offered to all Sergeants, by seniority; then
    - b) All Sergeants, reverse seniority ordered.
  2. Non-prescheduled (less than 48-hours in advance):
    - a) First offered to all on-duty Sergeants, by seniority; then if necessary
    - b) Off-duty Sergeants, by seniority; then
    - c) On-duty Sergeants District wide ordered by reverse seniority.
  3. No Sergeant shall be required (ordered) to work if the order resulted in the Sergeant working more than one and one-half consecutive shifts.

**Section 4.5. Court Time:**

Employees required to attend court outside their regularly scheduled work hours shall be compensated for three (3) hours or the actual time in court, whichever is greater.

**Section 4.6. Call Back:**

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours or which occurs on a regularly scheduled day off Employees reporting back to the District's premises at a specified time on a regularly scheduled work day or on a regularly scheduled day off shall be compensated for three (3) hours or for the actual time worked, whichever is greater.

**Section 4.7. Shift Trades:**

An employee may request in writing to trade a full shift with another employee. Such requests to trade shifts shall be subject to the approval of the employees' supervisor provided that such trades shall not be unreasonably denied.

**ARTICLE V  
SENIORITY**

**Section 5.1. Probationary Period:**

The probationary period for a newly appointed sergeant shall be one (1) year from the date of appointment consistent with the Rules and Regulations of the Forest Preserve District Police Department.

**Section 5.2. Definition of Seniority:**

- A. Seniority, for purposes of benefit use, is an employee's length of employment as:
  - 1. Forest Preserve District Sergeant
  - 2. Forest Preserve District Officer
  - 3. Forest Preserve District employee
  - 4. Cook County employee
  
- B. For purposes of benefit accrual contained in this Agreement, seniority shall be defined as the length of employment with Cook County. Nothing in this Agreement is intended to conflict with or include any Pension plans.
  
- C. The Employer agrees to provide the Union annually with a list covering the names of employees who are covered by this Agreement, in order of seniority from last date of hire as well as from last date of promotion to a position covered by this Agreement. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing within thirty (30) calendar days after the Union's receipt of the list. If there is any dispute over whether there is an error, such dispute shall be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 5.3. Reduction in Work Force, Layoff and Recall:**

Should the District determine that it is necessary to decrease the number of employees within a job classification, the surplus employees in the classification shall be removed from it in inverse order of seniority in the bargaining unit within the District department or institution. Where possible, surplus employees and the Union shall be given notice thereof at least two (2) weeks prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Employees will be recalled to the classification held by them at the time the decrease in the work force is first put into effect, if a vacancy exists. The parties agree that temporary appointees and seasonal employees shall be laid off before bargaining unit employees and, for purposes of this Section, seniority shall be defined as the length of most recent continuous employment with the District.

**Section 5.4. Termination of Seniority:**

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

- a) Resignation or retirement;

- b) Discharged 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 District 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 District, 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 to the Employee's last address on file with the Personnel Department at the District; or
- 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 District in writing. Such advance approval shall not unreasonably be denied.

**ARTICLE VI  
HOLIDAYS**

**Section 6.1. Designation of Holidays:**

The following days are hereby declared paid holidays for all employees in the bargaining unit:

| Major Holidays   |                  | Minor Holidays              |               |
|------------------|------------------|-----------------------------|---------------|
| New Year's Day   | Memorial Day     | Martin Luther King Birthday | Pulaski Day   |
| Independence Day | Thanksgiving Day | Lincoln's Birthday          | Columbus Day  |
| Labor Day        | Christmas Day    | Washington's Birthday       | Veteran's Day |
|                  |                  | Juneteenth                  |               |

Each employee shall receive one day (8.583 hours) of floating holiday time credited as compensatory time or be paid, employee choice, as of January 1 of each year.

A Holiday will be celebrated on the day it actually occurs.  
In addition to the above, any other days or part of a day shall be considered a holiday when so designed by the Board of Commissioners of Cook County.

**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 or been compensated for the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has an acceptable explanation for failing to report. An employee who is scheduled to work on a holiday but does not report for duty on the holiday shall not be paid for that holiday. Approved time off shall constitute an acceptable explanation.
- B. The employee must have worked or been compensated for all regularly scheduled shift hours during the pay period in which the holiday occurs.

**Section 6.3. Holidays in Vacations:**

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

**Section 6.4. Holiday Compensation:**

Employees whose regular work schedule coincides with any of the six (6) major holidays listed in 6.1, the employee shall receive their regular days' pay, a compensating day off with pay, plus 4.292 hours of compensatory time (for the equivalent of 8.583 hours pay and 12.875 hours compensatory time).

Employees who are scheduled off on any of the six (6) major holidays listed in Section 6.1, and who are subsequently rescheduled to work on said holiday, shall be paid for the hours worked in accordance with Article IV, Section 3, and in addition shall receive a compensating day off with pay, plus 4.292 hours of compensatory time.

Employees shall have the option of receiving this compensation as all compensatory time, all paid time, or a combination thereof (ex. 8.583 hours of pay or time **and** 4.292 hours of pay or time).

**ARTICLE VII  
VACATIONS**

**Section 7.1. Eligibility:**

Employees who have completed one year of service with the Forest Preserve District shall be granted vacation leave with pay for periods as follows:

**Anniversary  
Of Employment**

**Day of  
Vacation**

1<sup>st</sup> thru 6th  
7<sup>th</sup> thru 14th  
15 thru

10 working days (3.3 hours per pay period)  
15 working days (4.95 hours per pay period)  
20 working days (6.6 hours per pay period)

**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. Vacation leave may be accumulated up to twice the annual vacation an employee earns with a maximum of forty (40) days.

**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 or paid. In lieu of time off, employees shall have the option of getting paid for up to four (4) days of their accumulated vacation time by submitting a request to do so one time annually by December 15 of each year. This request will be honored no later than two pay periods from submission.

**Section 7.4. Vacation Preference and Scheduling:**

- A. All vacation requests shall be submitted in writing on a form provided by the Employer to the Chief of Police. Employees may use only such vacation leave that will have been earned and accrued by the time of the actual vacation. However, the General Superintendent may authorize vacation leave prior to the time an employee has rendered one (1) year of continuous service to the District, if in his opinion it would be beneficial to the best interest of the District. The head of the department may establish the time when the vacation shall be taken. Vacations shall not be unreasonably withheld or denied.
- B. Employees shall have the opportunity to bid annually for vacation in increments of one week (four work day) by submitting their vacation preferences via the District's electronic timekeeping system by submitting starting October 15th through November 15th of the preceding year. During this initial vacation bidding period, Sergeants with less than seven years of service shall receive no more than two blocks of four days, Sergeants with less than fifteen years of service shall receive no more than three blocks of four days, and Sergeants with fifteen or more years of service shall receive no more than five blocks of four days. Unless the Chief of Police determines in his or her sole discretion that extenuating circumstances exist, Sergeants shall not be allowed to cancel vacation blocks approved during this initial vacation bidding period. Vacations shall then be scheduled on the basis of seniority, priority ranking by employees, and an assessment of the needs of the

District. The District shall post the vacation schedule of all of the Sergeants in each reporting location by December 31 each year.

- C. Employees who fail to submit their vacation preferences by November 15 of the preceding year and subsequently submit a vacation preference for any time occurring during the period of May 15 through September 1 shall submit such vacation preferences twenty-eight (28) days prior to the requested time off. Vacation preferences will be considered on a first come/first served basis. Such vacation requests can be submitted in single or multiple day increments.
- D. Employees who fail to submit their vacation preferences by November 15<sup>th</sup> of the preceding year and subsequently submit a vacation preference for any time occurring other than the period May 15 through September 1 shall submit such vacation preferences two (2) weeks prior to the requested time off. Vacation preferences will be considered on a first come/first served basis. Such vacation requests can be submitted in single or multiple day increments.
- E. Vacation time may be used for Family and Medical Leave purposes.
- F. All requests pursuant to this Section shall be responded to within fourteen (14) calendar days from the date of submission, and if not responded to, the request shall be deemed granted.

**Section 7.5. Accrued Benefits at Separation:**

Upon termination of employment, the employee shall be paid all vacation, holiday pay, and compensatory time accrued through the last day worked.

**ARTICLE VIII  
WELFARE BENEFITS**

**Section 8.1. Hospitalization Insurance:**

- 1. The District agrees to maintain the level of employee and dependent benefits and payment of premiums as set forth in Appendix D.
- 2. Employee contributions as also set forth in Appendix D.

**Section 8.2. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary rounded to the next highest \$1,000 at no cost to the employee.

**Section 8.3. Pension Plan:**

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

**Section 8.4. Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits including the provisions of the Public Employees Disability Act, 5 ILCS 345/1 et seq. 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 Forest Preserve District Employees Annuity and Benefit Fund of Cook County. 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 vacation pay credits unless the employee and the District otherwise agree. The employee will not be required to use 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 8.5. Sick Leave:**

- A. Employees, 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.
- B. Sick leave may be accumulated at the rate of twelve (12) working days per year (3.96 hours per pay period). Sick leave is granted by the Forest Preserve District because an employee is unable to perform his assigned duties, or because his/her presence at his/her place of work would jeopardize the health of his/her coworkers. Accordingly, sick leave shall not be used as additional vacation leave. Employees may accrue up to one hundred seventy-five (175) days (1,501.5 hours) of sick leave.
- C. Records of sick leave credit and use shall be maintained by the Personnel Office of the Forest Preserve District. Severance of employment terminates all rights for the compensation hereunder. Amount of sick leave accumulated at the time when any sick leave begins shall be available in full, and additional sick leave shall continue to accrue while an employee is using that already accumulated.
- D. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury in the immediate family of the employee. Sick leave may be used as maternity or paternity leave by employees. Sick leave may be used when an employee, or a member of his or her family, is the victim of domestic violence, as defined in Section 103 of the Illinois Domestic Violence Act of 1986, or is the

victim of sexual violence or stalking as defined in Article 11, 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012.

- E. If, in the opinion of the General Superintendent, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her benefit time with sick leave. The General Superintendent shall not unreasonably withhold such permission.
- F. The use of sick leave without just cause, false statement or the furnishing of any false information with reference thereto shall be cause for disciplinary action.
- G. Employees calling in sick prior to the start of their shift will not be permitted to arrive thereafter and work any portion of their shift. Employees seeking sick leave after reporting to work will not be permitted to work any future portion of his or her shift on the day in question.
- H. 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 a doctor designated by the District 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 district has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by a physician designated by the District may be required to make sure that the employee is physically fit for return to work.

**Section 8.6. Dental Benefits:**

Dental insurance will be provided in accordance with the Cook County health plan.

**ARTICLE IX  
ADDITIONAL BENEFITS**

**Section 9.1. 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 District 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 9.2. Election Day:**

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

**Section 9.3. Personal Days:**

All employees except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time.

Employees entitled to receive such leave, who enter Forest Preserve District employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status (1.32 hours per pay period); except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days may be used in conjunction with all other benefit time. Personal days may be used consecutively.

Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to Department Head approval.

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

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

Personal or compensatory hours may be used in one-hour increments, up to a full day, for work due to unforeseen circumstances (i.e., power outages, car trouble, traffic, etc.) up to four (4) times per calendar year.

**ARTICLE X  
LEAVES**

**Section 10.1. Bereavement Leave:**

Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is defined as spouse, children, step-children, mother, father, step-parent, sister, brother, mother-in-law, father-in-law, domestic partner, grandchildren and grandparents.

Up to an additional one (1) day leave with pay will be granted for an employee to attend a funeral of a member of the employee's immediate family or household where death occurs, and the funeral is to be held more than one hundred fifty (150) miles from the Cook County Forest Preserve District Offices located at 69 West Washington Street, Chicago, Illinois 60602. The employee shall have to submit one of the following as proof to the employer for the leave to be compensated for Bereavement Leave: Letter from the Funeral Home Director, obituary or a Certificate of Death.

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.

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.

**Section 10.2. Sick Leave:**

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 or compensatory days, are required to request a leave of absence or utilize FMLA.

**Section 10.3. 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 unless otherwise sufficient staffing exists; however, said employees shall be allowed to utilize any accrued paid time off option. Employees utilizing Union Leave shall give the Employer sixty (60) days' advance notice, if possible. Vacation and insurance benefits will be provided as set forth in Sections 7 and 8 of this Article.

**Section 10.4. Military Leave:**

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

**Section 10.5. Regular Leave:**

An employee not affected by the leave of absence rules of the Civil Service Commission of Cook County may be granted a leave of absence without pay by the Department Head, with the written approval of the General Superintendent. 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 Forest Preserve District 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 Department Head. If approved by the Department Head, the application will then be forwarded to the General Superintendent for consideration. 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 District service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**Section 10.6. Maternity/Paternity Leave:**

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 General Superintendent; or Employees shall be eligible for paid parental leave pursuant to the corresponding Cook County Bureau of Human Resources Parental Leave Policy. Employees may only elect one of the aforementioned parental leaves, but not both.

**Section 10.7. Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the Forest Preserve District Employees Annuity and Benefit Fund of Cook County).

**Section 10.8. Retention of Benefits:**

An employee will not earn vacation credits while on a leave of absence. An employee on a leave of absence except for maternity, paternity, FMLA, VESSA, Workman's Compensation or Military 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 District's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the District may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 10.9. Family Medical Leave Act (FMLA):**

Eligible employees shall be entitled to unpaid leave pursuant to the Family Medical Leave Act as amended. All accrued benefits, including any limitations thereon, shall continue in effect while on such leave. An employee may, but need not, use all of their accrued benefits while on FMLA leave. Employees shall not accrue any benefits or seniority while on unpaid FMLA leave. Time off for employees injured on duty shall not be applied to FMLA, provided the injury is determined to be covered under Workman's Compensation.

**Section 10.10. Victims Economic Security and Safety Act (VESSA):**

Eligible employees shall be entitled to unpaid leave pursuant to the Victims Economic Security and Safety Act (VESSA) as amended. All accrued benefits, including any limitations thereon, shall continue in effect while on such leave. An employee may, but need not, use all of their accrued benefits while on VESSA leave. Employees shall not accrue any benefits or seniority while on unpaid VESSA leave. Time off for employees injured on duty shall not be applied to VESSA, provided the injury is determined to be covered under Workman's Compensation.

**Section 10.11. Illinois Family Military Leave Act (IFMLA):**

Eligible employees shall be entitled to unpaid leave pursuant to the Illinois Family Military Leave Act (IFMLA) as amended. All accrued benefits shall continue in effect while on such leave. Employees must exhaust all accrued vacation or personal days prior to requesting such leave. Employees shall not accrue any benefits or seniority while on IFMLA leave.

**ARTICLE XI  
GRIEVANCE PROCEDURE**

**Section 11.1. Policy:**

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

**Section 11.2. Definition:**

A grievance is a difference between an employee or the Union and the District with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the District's rules and regulations or disciplinary action. All grievances will identify the employees affected by the grievance, the contractual provisions allegedly being violated by the District, described in detail, including dates, how the Agreement is allegedly being violated by the District, and the remedy being sought. This requirement is not intended to null and void any grievance that's absent any information but, instead to give the Employer enough information to research, review and respond to any alleged violation.

**Section 11.3. Representation:**

Employees may take up grievances through Steps One and Two 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 District 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 Forest Preserve Grievance Procedure are as follows (in calendar days):

| <b><u>Step</u></b> | <b><u>Submission<br/>Time Limit</u></b> | <b><u>To Whom Submitted</u></b>     | <b><u>Time Limit<br/>Meeting</u></b> | <b><u>Response<br/>Time</u></b> |
|--------------------|---|-------------------------------------|--------------------------------------|---------------------------------|
| 1                  | 30 days                                 | Department Head/Designee            | 10 days                              | 10 days                         |
| 2                  | 10 days                                 | General Superintendent/Designee     | 10 days                              | 10 days                         |
| 3                  | 30 days                                 | Impartial Third Party (Arbitration) |                                      | 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 District.

**Section 11.6. Discovery:**

Upon written request by the employee or Employer, or their authorized representative, the Employer or Union shall provide discovery information requested prior to a Step 3 meeting; however, the Employer or Union may delete "confidential" information which they deem to be sensitive for release at that stage of the proceedings; however, all information regardless of its sensitivity shall be released to the Union and Employer in the event of an arbitration hearing. All grievance meetings shall be held at the Forest Preserve District of Cook County, 536 N. Harlem Ave., River Forest, Illinois.

**Section 11.7. Impartial Arbitration Procedure:**

Only the FOP Labor Council may request arbitration under this Agreement. If the Labor Council is not satisfied with the Step 2 answer to a grievance involving an alleged violation of the contract or transfer, it shall within thirty (30) days after receipt of the Step 2 answer submit in writing to the Employer notice that the grievance is to enter impartial arbitration. Arbitrators shall be selected from the current panel of Arbitrators agreed to by the County and the Union on a rotating basis. Either party shall have the authority to strike an Arbitrator from the panel at any time and the parties shall meet as soon as possible thereafter to agree upon a replacement. Any struck Arbitrator shall complete any current cases assigned. Nothing herein shall prevent the parties, by mutual agreement, from selecting an Arbitrator from an outside panel.

The Arbitrator shall issue a written decision within thirty (30) days after close of the hearing, or the submission of post-hearing briefs (if applicable), whichever is later.

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

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

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

**Section 11.8. Stewards:**

The Union will advise the District in writing of the names of the stewards in each area agreed upon with the District and shall notify the District promptly of any changes. The Steward shall obtain approval from the officer in charge, the area commander, assistant area commander or Office of the Chief, 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 11.9. Union Representatives:**

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

**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 District'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. Responsibility:**

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

1. Publicly disavow such action by the employees or other persons involved;
2. Advise the District in writing that such action has not been caused or sanctioned by the Union;
3. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately; and

4. 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 District to accomplish this end.

## **ARTICLE XIII MISCELLANEOUS**

### **Section 13.1. Safety:**

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

### **Section 13.2. Personnel Files:**

Upon written request to the District Personnel Office or Office of the Chief of Police, an employee may inspect semi-annually his/her personnel file at any time mutually acceptable to the employee and the respective departments with the exception of confidential materials, such as references, investigatory records, etc. Copies of non-confidential materials in an employee's personnel files shall be provided to the employee upon request.

### **Section 13.3. Bulletin Boards:**

The District 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 General Superintendent/Designee for approval and posting. The General Superintendent/Designee shall approve or reject such notices within ten (10) days after the date of submission. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on Forest Preserve property other than herein provided.

### **Section 13.4. Sub-Contracting:**

All Bargaining Unit work that comes within the jurisdiction of the Union that is subcontracted, shall be at the sole discretion of the District. 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 13.5. General Orders:**

All employees shall be subject to the provisions of the Forest Preserve District of Cook County's Department of Law Enforcement Rules and Regulations, Procedural Orders and General Orders, provided that this Agreement shall take precedence over any conflict. The Employer will provide to all employees covered by this Agreement a copy of said Forest Preserve District of Cook County Department of Law Enforcement Rules and Regulations, Procedural Orders and General Orders, as well as the general Cook County Personnel Manual.

**Section 13.6. Indemnification:**

A. District Responsibility

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

B. Legal Representation

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

C. Cooperation

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

D. Applicability

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

**Section 13.7. 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 13.8. Seasonal Employees:**

The District reserves the right to hire seasonal employees. In the event the decision to hire such employees is made by the District, it shall notify the Union and negotiate the wages, hours, and other terms and conditions of employment that will apply to such employees.

**Section 13.9. Drug Testing:**

Drug testing shall be conducted in accordance with the Cook County Forest Preserve's Drug Testing Policy attached hereto as APPENDIX "B".

**Section 13.10. Uniforms:**

The current system of providing uniforms to employees shall be maintained during the duration of this agreement. In addition to the uniform currently provided, the Employer will also provide each employee with pepper spray and an expandable baton. The Employer will supply all employees with a bullet proof vest, at no cost to the employee, and these will be replaced by the District when the manufacturer's suggested length of use time has expired. When the District purchases new vests, employees shall have the option of upgrading the District's standard issue vest to any other District approved vest offered by the vendor from which the District is purchasing vests. An employee who chooses to upgrade from the District's standard issue vest shall be solely responsible for paying the difference in cost between the District's standard issue vest and the vest that the employee selects from the District approved vendor. In the event an employee leaves employment with the District at anytime, the employee must return the District's standard issue vest or the upgraded vest to the District, and the District will not refund any money paid by the employee to purchase an upgraded vest.

**Section 13.11. Use of County Vehicles:**

Bargaining unit members shall be allowed to take county vehicles to and from home, at their option, and use the vehicles in a manner consistent with past practice as it existed as of December 31, 2008.

**Section 13.12. Recording/GPS/AVL Devices:**

In order to ensure the safety of District employees and to promote efficiency and economy of operations, the District may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Location (AVL) on any of its vehicles and other equipment.

The purpose of the recording medium, GPS or AVL is to ensure the safe and efficient use of District resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of discipline. The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

**ARTICLE XIV  
DISCIPLINE**

**Section 14.1. General:**

The District shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. The Union and the Employer agree that discipline will be timely and progressive in nature. Any informal inquiry or pre-disciplinary hearing, any formal investigation and/or interrogation, and any disciplinary proceeding or hearing will be completed within a reasonable period of time after the Employer is aware of the conduct or event giving rise to the discipline. It is further understood that all discipline below suspension shall be discarded after one (1) calendar year if the Sergeant has not received additional discipline for any offense.

**Section 14.2. Employee Rights:**

Employees who are to be or may be disciplined are entitled to Union representation in any disciplinary proceedings. In addition, employees shall have the right to have a Union representative present during any meeting where such meeting is for the purpose of interviewing the officer, provided that the employee reasonably believes that disciplinary action is being contemplated.

Any employee covered by the terms of this Agreement shall be afforded all of the rights enumerated by the Uniformed Peace Officers Disciplinary Act (Bill of Rights), 50 ILCS 725/1 "et seq." In addition, as unionized employees, the officers who are subject to investigation which may lead to discipline shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 LED. 2d 171,95 CT 959 and *Morgan v Central Management Services*, ISLRB (1 PERT 2020).

**Section 14.3. Pre-Disciplinary Hearings:**

A pre-disciplinary hearing or interrogation according to the Bill of Rights contained in Section 14.2 above shall be conducted within thirty (30) days after the Employer gives written notice of the charges. The notice shall contain a brief statement of the conduct or event giving rise to the pre-disciplinary hearing, and a statement of the charges against the employee. The Employer and Union shall mutually agree upon the date and time for pre-disciplinary hearings or interrogations for suspensions and discharges. Once agreed upon, the Employer shall notify the Union and Employee of the date, time and place of the pre-disciplinary hearing or interrogation including a recitation of the charges against the employee. No pre-disciplinary hearing or interrogation shall be held without a Labor Council representative present. The employee and Union shall be given an opportunity to review all evidence obtained by the Employer whether said evidence is in support of the accuser or employee. During the pre-disciplinary hearing or interrogation, the employee and/or Union representative shall be given an opportunity to rebut or clarify the charges or asked questions of accuser(s) or witness(s) that gave rise to the pre-disciplinary hearing. The Employer will render a decision within thirty-(30) days after conclusion of the pre-disciplinary hearing.

**Section 14.4. Form of Discipline:**

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

- Oral Reprimand
- Written Reprimand
- Suspensions(s)
- Discharge

In determining what disciplinary action is appropriate, the Employer will consider the nature and gravity of the misconduct, the employee's disciplinary record and any mitigating circumstances. Certain serious misconduct may result in suspension or automatic discharge as defined in the Rules and Regulations Governing Employee Conduct. There shall be no other sanctions taken against employees other than those contained herein.

**ARTICLE XV  
COMPENSATION**

**Section 15.1. Wages:**

The rank of Sergeant shall receive compensation in accordance with the below salary scale, retroactive and effective the first full pay period after the dates indicated:

| Effective 6/30/21 |                         |             |             |             |             |                           |   |   |   |   |   |
|-------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step   | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                   | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                   | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly            | \$ 32,859               | \$ 34,493   | \$ 36,084   | \$ 37,864   | \$ 39,655   | \$ 41,556                 | \$ 42,491   | \$ 42,917   | \$ 43,447   | \$ 45,418   | \$ 47,689   |
| Bi-Weekly         | \$ 2,628.72             | \$ 2,759.44 | \$ 2,886.72 | \$ 3,029.12 | \$ 3,172.40 | \$ 3,324.48               | \$ 3,399.28   | \$ 3,433.36   | \$ 3,475.76   | \$ 3,633.44   | \$ 3,815.11   |
| Annually          | \$68,346.72             | \$71,745.44 | \$75,054.72 | \$78,757.12 | \$82,482.40 | \$85,436.48               | \$ 88,381.28  | \$ 89,267.36  | \$ 90,369.76  | \$ 94,469.44  | \$ 99,192.00  |

| Effective 7/2/21 |                         |             |             |             |             |                           |   |   |   |   |   |
|------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step  | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                  | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                  | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly           | \$ 33,352               | \$ 35,010   | \$ 36,625   | \$ 38,432   | \$ 40,250   | \$ 42,179                 | \$ 43,128   | \$ 43,561   | \$ 44,099   | \$ 46,099   | \$ 48,404   |
| Bi-Weekly        | \$ 2,668.15             | \$ 2,800.83 | \$ 2,930.03 | \$ 3,074.56 | \$ 3,219.99 | \$ 3,374.35               | \$ 3,450.27   | \$ 3,484.86   | \$ 3,527.90   | \$ 3,687.94   | \$ 3,872.34   |
| Annually         | \$69,371.90             | \$72,820.80 | \$76,180.00 | \$79,938.56 | \$83,720.00 | \$ 87,732.32              | \$ 89,706.24  | \$ 90,606.88  | \$ 91,725.92  | \$ 95,885.92  | \$ 100,680.32   |

| Effective 7/1/22 |                         |             |             |             |             |                           |   |   |   |   |   |
|------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step  | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                  | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                  | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly           | \$ 34,186               | \$ 35,886   | \$ 37,541   | \$ 39,393   | \$ 41,256   | \$ 43,234                 | \$ 44,207   | \$ 44,650   | \$ 45,201   | \$ 47,252   | \$ 49,614   |
| Bi-Weekly        | \$ 2,734.85             | \$ 2,870.85 | \$ 3,003.27 | \$ 3,151.42 | \$ 3,300.49 | \$ 3,458.71               | \$ 3,536.53   | \$ 3,571.98   | \$ 3,616.09   | \$ 3,780.14   | \$ 3,969.15   |
| Annually         | \$71,106.10             | \$74,642.88 | \$78,085.28 | \$81,937.44 | \$85,812.48 | \$ 89,926.46              | \$ 91,949.78  | \$ 92,871.48  | \$ 94,018.34  | \$ 98,283.64  | \$ 103,197.90   |

| Effective 7/1/23 |                         |             |             |             |             |                           |   |   |   |   |   |
|------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step  | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                  | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                  | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly           | \$ 35,040               | \$ 36,783   | \$ 38,479   | \$ 40,378   | \$ 42,287   | \$ 44,315                 | \$ 45,312   | \$ 45,766   | \$ 46,331   | \$ 48,433   | \$ 50,855   |
| Bi-Weekly        | \$ 2,803.23             | \$ 2,942.62 | \$ 3,078.35 | \$ 3,230.21 | \$ 3,383.00 | \$ 3,545.17               | \$ 3,624.94   | \$ 3,661.28   | \$ 3,706.50   | \$ 3,874.64   | \$ 4,068.38   |
| Annually         | \$72,883.98             | \$76,508.12 | \$80,037.10 | \$83,985.46 | \$87,958.00 | \$ 92,174.42              | \$ 94,248.44  | \$ 95,193.28  | \$ 96,369.00  | \$ 100,740.64   | \$ 105,777.88   |

| Effective 7/1/24 |                         |             |             |             |             |                           |   |   |   |   |   |
|------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step  | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                  | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                  | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly           | \$ 35,741               | \$ 37,518   | \$ 39,249   | \$ 41,185   | \$ 43,133   | \$ 45,201                 | \$ 46,218   | \$ 46,681   | \$ 47,258   | \$ 49,402   | \$ 51,872   |
| Bi-Weekly        | \$ 2,859.29             | \$ 3,001.48 | \$ 3,139.92 | \$ 3,294.81 | \$ 3,450.66 | \$ 3,616.08               | \$ 3,697.44   | \$ 3,734.51   | \$ 3,780.63   | \$ 3,952.14   | \$ 4,149.74   |
| Annually         | \$74,341.54             | \$78,038.48 | \$81,637.92 | \$85,665.06 | \$89,717.16 | \$ 94,018.08              | \$ 96,133.44  | \$ 97,097.26  | \$ 98,296.38  | \$ 102,755.64   | \$ 107,893.24   |

| Effective 7/1/25 |                         |             |             |             |             |                           |   |   |   |   |   |
|------------------|-------------------------|-------------|-------------|-------------|-------------|---------------------------|---|---|---|---|---|
| District's Step  | Grade: FPD-2 (Sergeant) |             |             |             |             | After 2 Years at 4th Step | After 1 Year at 1st Longevity Rate & 10 Years Service | After 1 Year at 2nd Longevity Rate & 12 Years Service | After 1 Year at 3rd Longevity Rate & 15 Years Service | After 1 Year at 4th Longevity Rate & 20 Years Service | After 1 Year at 5th Longevity Rate & 25 Years Service |
|                  | Entry Rate              | 1st Step    | 2nd Step    | 3rd Step    | 4th Step    | 5th Step                  | 6th Step  | 7th Step  | 8th Step  | 9th Step  | 10th Step   |
|                  | 1                       | 2           | 3           | 4           | 5           | 6                         | 7   | 8   | 9   | 10  | 11  |
| Hourly           | \$ 37,53                | \$ 39,39    | \$ 41,21    | \$ 43,24    | \$ 45,29    | \$ 47,46                  | \$ 48,53  | \$ 49,02  | \$ 49,62  | \$ 51,87  | \$ 54,47  |
| Bi-Weekly        | \$ 3,002.24             | \$ 3,151.51 | \$ 3,296.92 | \$ 3,459.54 | \$ 3,623.17 | \$ 3,796.88               | \$ 3,882.31   | \$ 3,921.20   | \$ 3,969.67   | \$ 4,149.77   | \$ 4,357.25   |
| Annually         | \$78,058.34             | \$81,939.31 | \$85,719.82 | \$89,948.04 | \$94,202.47 | \$ 98,718.98              | \$ 100,940.11   | \$ 101,951.30   | \$ 103,211.47   | \$ 107,893.97   | \$ 113,288.45   |

Effective June 30, 2021, employees will be moved into the new Wage Schedule as set forth above. For the longevity steps beginning with Step 5, a Sergeant shall be eligible to move to the next longevity step on the first full pay-period following the latter of completion of the minimum years of service and the minimum time in the prior step. For example, a Sergeant is eligible to move from the fourth step to the fifth step after spending two years in the fourth step. Likewise, a Sergeant is eligible to move from the fifth step to the sixth step after the latter of completing one full year in the fifth step and having ten years of service with the District.

Effective upon Board approval of the collective bargaining agreement, \$3,000 one-time payment to be paid on payroll closest to forty-five (45) days after approval by Board to bargaining unit members in active status.

Effective upon Board approval of the collective bargaining agreement, \$1,000 one-time pandemic payment to be paid on payroll closest to forty-five (45) days after approval by Board to bargaining unit members in active status.

First payroll period on or after July 1, 2021, 1.5% wage increase.

First payroll period on or after July 1, 2022, 2.5% wage increase.

First full pay period on or after July 1, 2023, 2.5% wage increase.

First full pay period on or after July 1, 2024, 2% wage increase.

First full pay period on or after July 1, 2025, 5% wage increase.

(Retroactive pay will be made in accordance with the Rothstein memorandum).

**Section 15.2. Specialties/Hire Backs:**

Any detail shall be offered to Sergeants after all full time patrol officers have been offered the detail and an opening(s) still remains. The Sergeant rate of pay shall be equal to one and one half times their hourly rate. If a detail specifically requires a Sergeant to perform the work, the Sergeant working that detail shall be paid at his or her normal rate of pay. When an employee volunteers for a special event overtime assignment, and the assignment is canceled but the Employer has been unable to advise the employee prior to the start of the assignment and the employee reports for work, he/she shall be compensated for three (3) hours of compensatory time.

**Section 15.3. Administrative Duties:**

Sergeants shall arrive for duty 1/2 hour prior to their starting time for administrative duties only and shall receive one-half (1/2) hour of compensatory time per work day.

**Section 15.4. Working Out Of Classification:**

No assignment shall be made to a position outside of the bargaining unit, or to a position higher than that of a Sergeant, which exceeds 180 days. After 180 days, the Sergeant shall either return to the normal duties of a Sergeant or be promoted to the position or rank in accordance with the District's requirement for promotion. It is understood that "assignments" associated with this section are voluntary and the District shall not mandate these assignments.

**ARTICLE XVI  
DURATION**

**Section 16.1 Term:**

This Agreement shall become effective on January 1, 2021, and shall remain in effect thru December 31, 2025. 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 16.2. Notice:**

Any notice under this Agreement shall be given by registered or certified mail; if by the Labor Council, then one such notice shall be addressed to the General Superintendent of the Forest Preserve District, 536 North Harlem Avenue, River Forest, Illinois 60305, with copies to the District's Chief Attorney, 69 West Washington Street, Suite 2010, Chicago, Illinois 60602, or if by the District, then such notice shall be addressed to the Fraternal Order of Police, Lodge No. 166, Illinois Fraternal Order of Police Labor Council, 974 Clock Tower Drive, Springfield, Illinois 62704. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 17<sup>th</sup> day of APRIL, 2025



Forest Preserve District of Cook County  
Illinois  
Toni Preckwinkle, President  
Board of Forest Preserve Commissioners

  
Fraternal Order of Police  
LABOR COUNCIL

**APPENDIX A  
WORK SCHEDULES**

1. There shall be three (3) reporting areas and five (5) reporting locations (i.e., North (Poplar Creek and Skokie), Central (AHQ), and South (Sag Valley and Stony Island))

(a) North Area

1. Poplar Creek Reporting Location
2. Skokie Reporting Location

North Boundary: Lake Cook Road  
 East Boundary: I-90 to Lake Michigan  
 West Boundary: Cook County Line  
 South Boundary: Devon Avenue to Mannheim Road

(b) Central Area

1. AHQ Reporting Location

North Boundary: I-90  
 East Boundary: Lake Michigan  
 West Boundary: Cook County Line  
 South Boundary: 55<sup>th</sup> Street

(c) South Area

1. Sag Valley Reporting Location
2. Stony Island Reporting Location

North Boundary: 55<sup>th</sup> Street  
 East Boundary: Illinois/Indiana State Line  
 West Boundary: Cook County Line  
 South Boundary: Cook County Line

2. In addition to the Sergeant working another law enforcement assignment (limited by applicable provisions of the Agreement), the District shall employ and assign Sergeants on three shifts in accordance to the following Schedule:

| <b><u>SHIFT</u></b> | <b><u>HOURS</u></b> | <b><u>SHIFT TYPE</u></b> |
|---------------------|---------------------|--------------------------|
| 1st                 | 2300-0735           | Permanent                |
| 2nd                 | 0700-1535           | Permanent                |
| 3rd                 | 1500-2335           | Permanent                |

3. Bidding to shifts and reporting locations shall be by seniority preference for one (1) year. Sergeants shall submit their bid request prior to December 1st of each year for

implementation commencing by each January. Preferences (2-in priority) shall be submitted on a form provided by the District and submitted to the Chief of Police. Any Sergeant failing to submit their request shall be placed in any opening after the bidding process is complete.

4. Seniority bidding shall fill any vacancy (s) created. Any newly promoted Sergeant shall fill the final vacancy after this re-bidding is completed.
5. The regular work schedule shall be four (4) consecutive days of work followed by two (2) consecutive days off. The Chief of Police shall assign the first set of consecutive days off for each Sergeant after each annual bid by taking into account the Sergeant's current days off and attempting to avoid any inequities.
6. The initial bidding process shall proceed with the Chief of Police contacting each Sergeant, by seniority, whom shall be advised of all remaining openings and be assigned their preference. Any Sergeant who fails to advise the Chief of Police of their preference within four (4) hours after being contacted shall be bypassed in favor of the next senior Sergeant. Any Sergeant bypassed may contact the Chief of Police at anytime during this process, however, said Sergeant shall have no bumping rights.
7. Changes to work schedules shall be posted ten (10) calendar days in advance as far as practicable. The District shall have the authority to direct employees to perform duty assignments outside their normal reporting area, however, such assignments shall be temporary to meet staffing requirements. In addition, the Chief of Police may require Sergeants to work their scheduled day(s) off as overtime or change their scheduled day(s) off, however, the Chief of Police shall first attempt to obtain a volunteer, by seniority, and any Sergeant whose scheduled days off are changed and who is not paid overtime as a result of the change, shall receive an additional paid "day off" no later than the end of the following 28-day period.
8. In the event the District desires to change or eliminate areas and/or shifts or make any other alterations from Appendix, the District shall notify the Labor Council and collectively bargain any such changes prior to implementation, including interest arbitration.

## **APPENDIX B**

### **DRUG AND ALCOHOL ABUSE POLICY AND TESTING PROCEDURES FOR THE FOREST PRESERVE DISTRICT OF COOK COUNTY**

#### **I. INTRODUCTION**

The mission of the Forest Preserve District of Cook County ("District") is to preserve the natural environment for the education, pleasure and recreation of the public. This mission is fundamentally compromised when District police officers engage in the use of illegal drugs or abuse alcohol. Drug and alcohol abuse by District police officers jeopardizes the public's health and safety. Indeed, drug and alcohol abuse can cause irreparable harm to or endanger the lives of both the public and other District officers.

In the interests of protecting the general public and maintaining the well-being of our officers, the District established a Drug Free Policy for District Employees in 1989. In furtherance of the District's continuing interest in creating a drug-free workplace and a workplace free of alcohol abuse, the District has adopted this Drug and Alcohol Abuse Policy. The District is committed to making testing for illegal substances an integral part of our efforts to build and maintain an effective workforce. Accordingly, full compliance with the Drug and Alcohol Abuse Policy is a condition of continued employment with the District.

#### **II. DRUG AND ALCOHOL TESTING CATEGORIES**

The District will conduct drug and alcohol testing in five different categories: (1) reasonable suspicion testing; (2) post-accident testing; (3) random testing; (4) officer-involved shooting and (5) return to work/transfer testing.

##### **A. Reasonable Suspicion Testing**

An on-duty District police officer will be required to submit to a drug test and/or a Breathalyzer if reasonable suspicion exists that the officer may be under the influence of drugs or alcohol. "On duty" means the time when an officer begins work until the time when the officer is relieved from all responsibility for performing work.

Reasonable suspicion testing may be based upon:

1. Observable phenomena, such as direct observation of on-duty drug or alcohol use or possession and/or physical or behavioral symptoms of being under the influence of drugs or alcohol while on duty;
2. Information regarding officer drug or alcohol use which is either provided by reliable and credible sources, or independently corroborated by reliable and credible sources;
3. The officer's arrest or conviction for a recent drug or alcohol related offense; or the identification to the District General Superintendent, by a law enforcement agency or the

Cook County Office of the Independent Inspector General, of the officer as the focus of a current criminal investigation into illegal drug possession, use, or trafficking; or

4. Newly discovered evidence that the officer has tampered with a previous drug or alcohol test.

With respect to reasonable suspicion based on observable phenomena, the reasonable suspicion determination will be made by District supervisory personnel who have been trained to detect symptoms of drug or alcohol use. The Employee Assistance Program (EAP) will conduct supervisor training prior to the implementation of this facet of the drug and alcohol testing program.

The procedure for establishing reasonable suspicion based on observable phenomena will be as follows: The supervisor who observes the officer will complete a written report detailing the basis for the supervisor's belief that the officer may be using drugs or alcohol. The report should include the dates and times of observations, reliable/credible sources of information and any additional relevant information. Regarding drug tests (but not alcohol) the supervisor must send the report to the Chief of Police, or his or her designee, within 24 hours of the observed conduct. The Chief, or his or her designee, will determine whether the reasonable suspicion exists. If the Chief, or his or her designee, determines that reasonable suspicion exists, the officer will be tested within 24 hours after the determination is made.

After a reasonable suspicion determination has been made, the officer will be directed to a testing agent for a Breathalyzer test and/or a drug test. If an alcohol test based on reasonable suspicion is not administered within two (2) hours following the observations, the District shall prepare and maintain on file a record stating the reason(s) the alcohol test was not promptly administered. If an alcohol test based on reasonable suspicion is not administered within eight (8) hours following the observation, the District shall cease attempts to administer an alcohol test and shall state in the record the reason(s) for not administering the test.

If the officer does not make him/herself available for testing as directed, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in Section VI herein.

#### B. Post-accident Testing

An officer involved in an on-duty accident will be subject to drug and alcohol testing if reasonable suspicion exists that the officer's conduct was a significant factor in the accident, and the accident results in:

- i. A death or a personal injury requiring immediate medical treatment away from the scene of the accident, or
- ii. Greater than \$500 property damage

The officer is responsible for reporting such an accident to his or her supervisor and making arrangements with his or her supervisor for the submission to drug and alcohol testing as directed

but not later than six hours after the accident. An officer who is injured and cannot provide a specimen at the time of the accident must, as soon as possible thereafter, provide the necessary authorization for obtaining medical reports or other documents that would indicate whether or not there were illegal drugs or alcohol in his or her system.

This policy should in no way be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

The failure or refusal of an officer to report an accident or submit to a post-accident drug and alcohol test will be treated as a refusal to test and will subject the officer to disciplinary action, as set forth in Section VI herein.

### C. Random Testing

District police officers will be subject to random testing. Random testing will be conducted such that the number of random tests in a year will be equal to, at a minimum, 50% of the total number of officers employed by the District. The actual selection of District officers will be handled by a third-party vendor (a clinical laboratory or hospital that is capable of being accredited by the Substance Abuse Management Safety and Health Administration (SAMSHA) or the U.S. Department of Health and Human Services (D.H.H.S.)). A computer program will generate random lists of the District officers to be tested. After the computer generates the list, the third-party vendor will provide a copy of the list to the District.

The Chief of Police will notify the supervisor of each officer who is to be tested. After the officer signs in, the supervisor will inform the officer that she or he is to be tested. If necessary, the supervisor will arrange for the officer's transportation to the site where the specimen collection will be performed. If an officer fails to report and take the test within 3 hours of notification without an acceptable medical explanation, the officer will be deemed to have refused to test and will be subject to disciplinary action as set forth in Section VI herein.

### D. Officer-Involved Shooting

Pursuant to 50 ILCS 727/1-25, when an officer discharges his or her firearm, causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting, but no later than the end of the involved officer's shift or tour of duty. If the officer is nearing the end of the shift, he or she may be required to remain on duty for the drug or alcohol testing.

### E. Return to work/transfer testing.

An officer who returns to work after an absence of 30 days or more (except approved vacations) will be required to submit to a drug and alcohol test before being allowed to resume working. In addition, an officer who is transferred onto or off of a special unit will be required to submit to a

drug and alcohol test prior to joining the special unit and upon the officer's return to regular duty. Refusal to submit to the test will be treated as a refusal to test and will subject the officer to disciplinary action as set forth in Section VI herein.

### **III. DRUG TESTING PROCEDURES**

#### **A. Drugs Tested**

The District will test officers for the following five substances:

THC MARIJUANA METABOLITES  
COCAINE METABOLITES  
OPIATE METABOLITES  
AMPHETAMINES/METHAMPHETAMINES  
PHENCYCLIDINE (PCP)

#### **B. Specimen Collection Procedures**

Specimen collection will be performed by trained personnel of a third-party vendor as described in Section II, C above. A drug testing custody and control form will be used to document any specimen sent to the laboratory.

Specific procedures followed during collection of the specimen include: (1) positive identification of the officer; (2) removal by the officer of his or her outer garments such as jackets, hats, etc.; (3) washing of the officer's hands prior to collection of the specimen; (4) securing of water sources in the collection site enclosure; (5) adding of blueing agent to toilet tank and bowl; (6) the collector remains outside the enclosure; (7) the officer may flush the toilet only after giving the specimen to the collector; (8) the specimen container must contain at least sixty ml. of urine; and (9) the specimen container will be sealed and initialed by the officer and the collector.

The collector will inspect the specimen for volume, temperature, color pH concentration factor and any signs of contamination.

An officer is ensured of individual privacy when providing a urine specimen for testing except in the following situations:

1. The officer presents a specimen that is outside the accepted temperature range, and the officer refuses to have an oral body temperature measurement or the body temperature measurement varies by more than 1° C from the specimen temperature, or the specimen has a pH concentration factor that is outside the normal range; or
2. the collector observes conduct clearly and unequivocally indicating an attempt to adulterate or substitute the specimen; or
3. the officer's last provided specimen was determined to be diluted; or

4. the officer has previously had a verified positive test.

If direct observation is required as a result of one of these specific circumstances, the collector will be the same gender as the officer.

If the officer cannot provide a sufficient volume of urine, he or she shall remain at the collection site and be provided with fluids to drink.

If the officer refuses to cooperate with the collection process, the collector will notify the Chief of Police or his or her designee and note the non-cooperation on the officer's urine custody and control form. The officer will then be subject to disciplinary action for refusal to take the test.

#### C. Laboratory Operations

In all testing categories, the initial drug screening using DAU/EMIT methodology will be performed by trained personnel of the third-party vendor. If the specimen tests positive, the specimen will be sent to a laboratory certified by the U.S. Department of Health and Human Services for confirmatory testing.

#### D. Laboratory Analysis Procedures

The basic laboratory analysis procedures are as follows:

1. Use of a chain of custody procedure to track and preserve the integrity of the specimen throughout the laboratory procedure.
2. After acceptance by the laboratory the specimen will remain in secured storage. Aliquots (small amounts) of the specimen will be used for conducting tests.
3. Screening of the specimen using an immunoassay analysis. For each drug metabolite tested there are established cut-off levels. If the amount of the metabolite is below the cut-off level, the specimen will be reported as negative. If not, the specimen will be reported as positive.
4. A specimen that is positive in the initial screening will be sent to a certified laboratory for confirmatory testing by gas chromatography/mass spectrometry methods. If the amount of a metabolite exceeds the cut-off level, the specimen is confirmed as positive. If the amount of the metabolite is below the cut-off level, the result will be reported as negative.

Both the Cook County and confirmatory laboratories retain all records relating to the specimen for a minimum of one year. The confirmatory laboratory will provide a secure storage of a positive specimen for at least one year.

#### E. Reporting of Urinalysis Results

All results will be reported to the Medical Review Officer ("MRO"). The MRO is a licensed physician who has knowledge of substance abuse disorders and who is responsible for receiving and reviewing laboratory results generated by the employer's drug testing program and evaluating medical explanations for certain drug test results.

After a review and verification of positive results by the MRO, the results will be reported to the District. An officer whose test result is positive will be provided with an opportunity to discuss the test result with the MRO. An officer may provide the MRO with relevant medical records that may explain a positive test result.

If the officer refuses to discuss the test result with the MRO, the test will be reported as a positive test to the District. If the officer can provide the MRO with a legitimate medical explanation for the positive result, the test result will be reported as negative to the District.

The officer may request, through the MRO, a reanalysis (retest) of his or her specimen. The reanalysis will be of the original specimen, not of another specimen subsequently collected. Any retesting will be at the officer's expense and must be performed at a laboratory certified by the U.S. Department of Health and Human Services. The MRO will handle the transfer of the officer's specimen.

If the officer does not contact the MRO within five days after being requested to do so, the MRO will verify the positive test result to the District.

Under all circumstances, a confirmed positive test result, verified by the MRO, will be considered a violation of this Policy.

#### F. Protection of Officer's Records

Both the MRO and the confirmatory laboratory will maintain strict confidentiality of the test records in their possession. Access to those records will be permitted in the event of a lawsuit, grievance or legal proceeding initiated by or on behalf of the officer and arising from a positive drug test. Access under these limited circumstances will be permitted only to the following: (1) the officer; (2) the District; and (3) the decision-maker in the lawsuit, grievance or other proceeding.

#### **IV. ALCOHOL TESTING PROCEDURES**

If an officer is tested for alcohol pursuant to this Agreement, the following shall apply:

The breath alcohol testing procedure is conducted, interpreted, and recorded by a certified breath alcohol technician (BAT). The specific equipment used by the District is an evidential breath testing device (EBT). A screening test followed by a confirmation test between fifteen and thirty minutes later are necessary to ensure that an officer had a prohibited breath alcohol concentration and is in violation of these rules.

Any result less than 0.02 alcohol concentration is considered a "negative test." Any result of 0.02 alcohol concentration or higher is considered a "positive test." If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted.

The confirmation test shall be conducted, if possible, not before 15 minutes and not later than 30 minutes after the screening test.

1. During this waiting period, the officer cannot eat, drink, put any object or substance in his or her mouth, or leave the premises.
2. A new mouthpiece will be used.
3. The officer will blow forcefully in the mouthpiece until the EBT device indicates that an adequate amount of breath has been obtained.
4. The BAT records and shows the officer the test result.
5. The BAT signs Step 3 and the officer signs Step 4 of the form.

A copy of the test results will be given to the officer. Two other copies will remain with the District and the BAT for record keeping. If the officer is unable to provide an adequate breath sample, he or she must provide a medical reason and documentation from a doctor, which states the condition. If no adequate medical reason is provided within 5 business days, the lack of adequate breath sample will be considered a failed test and a violation of the Cook County Personnel Rules.

If, at any time during the testing, the officer does not cooperate with the instructions given or does not follow procedures outlined by the BAT, this action shall be considered a refusal to submit to testing and is a violation of the Cook County Personnel Rules.

#### **V. CONSEQUENCES OF A REPORTED POSITIVE DRUG TEST RESULT OR POSITIVE ALCOHOL TEST**

If the District has verified a positive test result (including an unexcused failure to take the test), the officer has failed the test. This failure is considered a violation of the Cook County Personnel Rules. The officer is not to return to work pending the result of the pre-disciplinary hearing. Employees testing positive are subject to discipline up to and including discharge, subject to the provisions below.

Upon notification of a confirmed positive drug or alcohol test result, the District will (1) place the officer on a 30-day medical leave of absence, and/or (2) take immediate disciplinary action.

##### **A Medical Leave of Absence**

In instances where the test is the officer's first positive result, the District will immediately place the officer on an unpaid medical leave of absence for a minimum of thirty (30) days. During the thirty-day medical leave, the officer will have a one-time opportunity to successfully complete a

drug and/or alcohol rehabilitation (not merely detoxification) program. If desired, the officer will receive assistance from the Employee Assistance Program ("EAP") with respect to enrollment into such a program. Any cost of rehabilitation which is beyond the officer's available insurance coverage must be paid by the officer.

If the officer wishes to be paid during the thirty-day medical leave of absence, the officer may use his or her available compensatory time, vacation time, sick days or personal days.

If the officer successfully completes an approved drug and/or alcohol rehabilitation program, the District may allow the officer to return to work after the minimum 30 day leave of absence. The officer's return to work will be dependent on passing a drug and/or alcohol test and must be authorized by the rehabilitation program's attending physician.

Under the limited circumstances where the officer is eligible for and successfully completes the drug and/or alcohol rehabilitation program, the District will not take disciplinary action against the officer for violation of this policy. However, if the officer fails to successfully complete the drug and/or alcohol rehabilitation program, the District will take immediate disciplinary action as set forth below.

Upon the officer's return to work after successful completion of a rehabilitation program, the officer will be subject to each type of testing outlined in this policy. In addition, the officer will be subject to follow-up testing no less than four times in the year following his/her return to work. The timing of the follow-up testing will be at the complete discretion of the District. If the officer subsequently has a verified positive drug and/or alcohol test or refuses to submit to a drug and/or alcohol test, the officer will be subject to disciplinary action, up to and including discharge.

#### B. Disciplinary Action

A positive drug test result is a violation of the Cook County Personnel Rules. An officer who tests positive for drugs will be subject to disciplinary action up to and including discharge.

The District will conduct a disciplinary hearing as soon as possible after notification of the positive test result (except where the officer goes on medical leave as described in section V(A) above). The disciplinary hearing will be conducted in accordance with the rules set forth in the Cook County Personnel Rules.

Any disciplinary action resulting from the hearing will be in accordance with the District's disciplinary rules and the governing collective bargaining agreement.

### **VI. REFUSAL TO BE TESTED**

A District officer's refusal to be tested is an act of insubordination as well as a violation of the Cook County Personnel Rules. The test refusal will be promptly addressed in a disciplinary hearing, and may result in discipline, up to and including discharge.

## **VII. COMPENSATION**

Time spent in conjunction with the testing procedure will be considered "on duty" time by the District, except for pre-employment and return to work testing.

## **VIII. VOLUNTARY REHABILITATION PRIOR TO TESTING**

The District wishes to encourage officers with drug or alcohol abuse problems to enroll voluntarily in a rehabilitation program prior to testing. District officers will be permitted to enroll in a rehabilitation program on a one-time basis. To be considered voluntary, the officer's request to enroll in such a program must be made to the EAP prior to a request by the District that the officer submit to a drug or alcohol test. The officer must then successfully complete the program, and cooperate fully with the treatment center and the District in addressing the officer's drug or alcohol abuse problem.

Any leave of absence required for a voluntary rehabilitation program will be unpaid. The officer may use his or her available compensatory time, vacation, sick days or personal days during the rehabilitation period, if the officer so desires. Any time off in excess of the accrued compensatory time, vacation, sick or personal days will be treated as unpaid medical leave. Any cost of rehabilitation which is beyond the officer's available insurance coverage must be borne by the officer.

The officer's return to work after voluntary rehabilitation must be authorized by the rehabilitation program's attending physician. Officers who voluntarily enter a drug or alcohol rehabilitation program remain subject to all drug and alcohol testing as set forth herein. This includes the follow-up testing which is performed at the discretion of the District (see section V supra).

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
DECEMBER 1, 2022 AND DECEMBER 1, 2023**

**Cook County Benefits Overview**

| <b>HMO</b>   | <b>Current</b>                      | <b>Benefits Effective<br/>12/1/2022</b> |
|--|-------------------------------------|---|
| <i>Out of Pocket Maximum</i>                                       | All Copays<br>accumulate to OOP Max | All Copays<br>accumulate to OOP Max     |
| <i>Out of Pocket Maximum</i>                                       | \$1,600 single / \$3,200 family     | \$1,600 single / \$3,200 family         |
| <i>Inpatient Facility</i>  | \$100 copay per admit               | \$100 copay per admit                   |
| <i>Preventive</i>  | \$0 copay (100% covered)            | \$0 copay (100% covered)                |
| <i>Other PCP / Urgent Care</i>                                     | \$15 copay                          | \$15 copay                              |
| <i>Specialists</i>   | \$20 copay                          | \$20 copay                              |
| <i>X-Ray / Diagnostic tests<br/>(performed in lab or hospital)</i> | \$0 copay                           | \$0 copay                               |
| <i>Accident / illness</i>  | \$15 copay                          | \$15 copay                              |
| <i>Emergency Room</i>  | \$75 copay                          | \$100 copay                             |

| <b>PPO</b>   | <b>Current</b>   | <b>Benefits Effective<br/>12/1/2022</b>                  |
|--|--|--|
| <i>Deductible and Out of Pocket<br/>Maximum</i>                    | Copay and Deductibles do<br>accumulate to OOP Max        | Copay and Deductibles do<br>accumulate to OOP Max        |
| <i>Annual Deductible</i>   | \$350 single / \$700 family<br>2x Out of Network         | \$350 single / \$700 family<br>2x Out of Network         |
| <i>Out of Pocket Maximum</i>                                       | \$1,600 single / \$3,200 family<br>2x Out of Network     | \$2,000 single / \$4,000 family<br>2x Out of Network     |
| <i>Inpatient and Outpatient Facility</i>                           | 90% In network /<br>60% Out of network                   | 90% In network /<br>60% Out of network*                  |
| <i>Preventive</i>  | \$0 copay (100% covered)                                 | \$0 copay (100% covered)                                 |
| <i>PCP</i>   | 90% coinsurance after<br>\$25 copay / 60% out of network | 90% coinsurance after<br>\$25 copay / 60% out of network |
| <i>Specialists</i>   | 90% coinsurance after<br>\$35 copay / 60% out of network | 90% coinsurance after<br>\$35 copay / 60% out of network |
| <i>X-Ray / Diagnostic tests<br/>(performed in lab or hospital)</i> | 90% in network<br>60% out of network                     | 90% in network<br>60% out of network                     |
| <i>Accident / Illness</i>  | 90% coinsurance after<br>\$25 copay / 60% out of network | 90% coinsurance after<br>\$25 copay / 60% out of network |
| <i>Emergency Room –<br/>In / Out of Network</i>                    | \$75 copay   | \$100 copay  |

*\* Effective 12/1/21, The County PPO plan will incorporate a Cook County Health tier ("Domestic Tier") wherein covered members will have lower out-of-pocket costs when choosing to access health care within CCH facilities. Facility charges will be 0% after the annual plan deductible is met. Hospital-based facility services not obtained at CCH will be paid based on their network status (in or out of network rate).*

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

**Cook County Benefit Overview (Cont.)**

| <b>Drug</b>                         | <b>Current<br/>(No Changes 12/1/22 or 12/1/23)</b>  |
|-------------------------------------|---|
| <i>Prescription Drugs – Retail</i>  | <ul style="list-style-type: none"> <li>• Generic: \$10 copay</li> <li>• Brand Formulary: \$25 copay</li> <li>• Brand Non-Formulary: \$40 copay</li> <li>• Mail Order: 2 x retail</li> </ul> |
| <i>Generic Step Therapy</i>         | <ul style="list-style-type: none"> <li>• PBM’s generic step therapy program</li> </ul>  |
| <i>Mandatory Maintenance Choice</i> | <ul style="list-style-type: none"> <li>• Mandatory mail-order for maintenance drugs</li> </ul>  |

| <b>Vision</b>           | <b>Current<br/>(No Changes 12/1/22 or 12/1/23)</b>   |
|-------------------------|--|
| <i>Eye Examination</i>  | <ul style="list-style-type: none"> <li>• \$0 copay</li> <li>• Once per 12 months</li> </ul>  |
| <i>Eyeglass Lenses*</i> | <ul style="list-style-type: none"> <li>• \$0 copay standard uncoated plastic</li> <li>• Once per 12 months</li> </ul>                |
| <i>Frames</i>           | <ul style="list-style-type: none"> <li>• \$0 copay up to \$100 / Amount over \$100 less 10%</li> <li>• Once per 24 months</li> </ul> |
| <i>Contact Lenses*</i>  | <ul style="list-style-type: none"> <li>• \$0 copay up to \$100</li> <li>• Once per 12 months</li> </ul>                              |

***\*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, 2022 AND DECEMBER 1, 2023**

**Cook County Benefit Overview (Cont.)**

| <b>Dental – HMO</b>           | <b>Current<br/>(No Changes 12/1/22 or 12/1/23)</b>  |
|-------------------------------|---|
| <i>Annual Deductible</i>      | \$0 (None)  |
| <i>Benefit Period Maximum</i> | None  |
| <i>Preventive</i>             | <ul style="list-style-type: none"> <li>• Requires a Maximum Allowance</li> <li>• Includes 2 exams / cleanings per benefit period</li> <li>• Includes fluoride treatments under age 19</li> </ul>                |
| <i>Basic Benefits</i>         | <ul style="list-style-type: none"> <li>• Requires a copayment for each specific service</li> <li>• Copayments equal a discount of approximately 70%</li> </ul>  |
| <i>Major Services</i>         | <ul style="list-style-type: none"> <li>• Requires a copayment for each specific service</li> <li>• Copayments equal a discount of approximately 60%</li> </ul>  |
| <i>Orthodontics</i>           | <ul style="list-style-type: none"> <li>• Requires copayments</li> <li>• Copayments equal a discount of approximately 25%</li> <li>• Max one full course of treatment for dependent children under 19</li> </ul> |

| <b>Dental - PPO</b>  | <b>Current<br/>(No Changes 12/1/22 or 12/1/23)</b>   |
|--|--|
| <i>Annual Deductible</i>                                     | <ul style="list-style-type: none"> <li>• \$25 Individual / \$100 Family (in network)</li> <li>• \$50 Individual / \$200 Family (out of network)</li> </ul> |
| <i>Preventive<br/>(2 exams/cleanings per Benefit Period)</i> | <ul style="list-style-type: none"> <li>• 100% of Maximum Allowance (in network)</li> <li>• 80% of Maximum Allowance (out of network)</li> </ul>            |
| <i>Primary Services<br/>(X-Rays, Space Maintainers)</i>      | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>             |
| <i>Restorative Services<br/>(Routine Fillings)</i>           | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>             |
| <i>Emergency Services</i>                                    | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 80% of Maximum Allowance (out of network)</li> </ul>             |
| <i>Endodontics</i>   | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>             |
| <i>Periodontics</i>  | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (Out of network)</li> </ul>             |
| <i>Oral Surgery</i>  | <ul style="list-style-type: none"> <li>• 80% of Maximum Allowance (in network)</li> <li>• 60% of Maximum Allowance (out of network)</li> </ul>             |
| <i>Prosthetics</i>   | <ul style="list-style-type: none"> <li>• 50% of Maximum Allowance (in and out of network)</li> </ul>   |
| <i>Orthodontics</i>  | <ul style="list-style-type: none"> <li>• 50% up to a lifetime max of \$1,250 (in and out of network)</li> </ul>  |

**COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C  
 PLAN DESIGN AND PAYROLL CONTRIBUTIONS CHANGES EFFECTIVE  
 DECEMBER 1, 2022 AND DECEMBER 1, 2023**

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

| <b>HMO</b>            | <b>Current</b> | <b>Effective<br/>12/1/2022</b> | <b>Effective<br/>12/1/2023</b> |
|-----------------------|----------------|--------------------------------|--------------------------------|
| Employee Only         | 1.50%          | 1.75%                          | 2.25%                          |
| Employee + Spouse     | 2.00%          | 2.50%                          | 3.25%                          |
| Employee + Child(ren) | 1.75%          | 2.25%                          | 2.75%                          |
| Employee + Family     | 2.25%          | 3.00%                          | 4.00%                          |

| <b>PPO</b>            | <b>Current</b> | <b>Effective<br/>12/1/2022</b> | <b>Effective<br/>12/1/2023</b> |
|-----------------------|----------------|--------------------------------|--------------------------------|
| Employee Only         | 2.50%          | 2.75%                          | 3.25%                          |
| Employee + Spouse     | 3.00%          | 3.50%                          | 4.25%                          |
| Employee + Child(ren) | 2.75%          | 3.25%                          | 3.75%                          |
| Employee + Family     | 3.25%          | 4.00%                          | 5.00%                          |

| <b>Dental</b> | <b>Current<br/>(No Changes<br/>12/1/22 or 12/1/23)</b> |
|---------------|--|
| HMO           | \$0  |
| PPO           | \$0  |

| <b>Vision</b> | <b>Current<br/>(No Changes<br/>12/1/22 or 12/1/23)</b> |
|---------------|--|
| Vision Plan   | \$0  |

**APPENDIX D**  
**DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433


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

**APPENDIX E SIDE LETTER  
OF AGREEMENT BETWEEN ILLINOIS FOP LABOR COUNCIL AND FOREST  
PRESERVE DISTRICT**

**AGREEMENT BETWEEN ILLINOIS FOP LABOR COUNCIL  
AND FOREST PRESERVE DISTRICT OF COOK COUNTY (SERGEANT UNIT)**

Drug Testing Location

The parties agree that the District has the right to drug test employees pursuant to the policy set forth in Appendix B of this Agreement at locations other than the County Building. The District shall have the discretion to determine the location of such testing.

  
\_\_\_\_\_  
Illinois Fraternal Order  
of Police Labor Council

*12/18/2020*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Forest Preserve  
District of Cook County

*12/18/2020*  
\_\_\_\_\_  
Date

**APPENDIX F - GRIEVANCE FORM**

(use additional sheets where necessary)

**Lodge/Unit No.:** \_\_\_\_\_

**Year:** \_\_\_\_\_

**Grievance No.:** \_\_\_\_\_



Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_

Last

First

M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s)/Sections(s) violated: \_\_\_\_\_, *and all applicable Articles*

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_, in part and in whole, make grievant(s) whole.

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No.:

Year:

Grievance No.:

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

Person to Whom Referral Given

Date

FOP Labor Council Representative

