

**AGREEMENT**  
**BETWEEN**  
**THE ILLINOIS COUNCIL OF POLICE**  
**AND THE**  
**VILLAGE OF GURNEE**

Effective May 1, 2019 through April, 30, 2023

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## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Gurnee (hereinafter referred to as the "Village") and the Illinois Council of Police (hereinafter referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for Sergeants (as defined below) covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity in an economical manner; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

### **ARTICLE I RECOGNITION AND REPRESENTATION**

The Village recognizes the Illinois Council of Police as the sole and exclusive bargaining representative for all sworn full-time Police Sergeants (hereinafter referred to as "Sergeants"), but excluding all sworn Police Department employees above and below the rank of Sergeant and all non-sworn civilian personnel, and any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Illinois Public Labor Relations Act, as amended.

### **ARTICLE II NON-DISCRIMINATION**

#### **Section 1. Non-Discrimination.**

In accordance with applicable law, neither the Village nor the Union shall discriminate against any Sergeant covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, sexual orientation, or Union membership. Other than Union membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the grievance procedure.

#### **Section 2. Americans with Disabilities Act.**

Neither the Union nor the Village shall discriminate against a qualified individual with a disability. Both parties agree to abide by the Americans with Disabilities Act of 1990, 40 U.S.C.A. § 12101 et seq., as amended.

### **ARTICLE III DUES CHECKOFF, AND INDEMNIFICATION**

#### **Section 1. Dues Checkoff.**

During the term of this Agreement the Village will deduct from each Sergeant's bi-weekly paycheck the uniform, regular Union dues for each Sergeant in the bargaining unit who

has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Union in the month following the month in which the deduction was made.

The actual dues amount deducted, as determined by the Union, shall be uniform for each Sergeant in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. Dues shall be remitted to the Union, along with a list of the Sergeants' names from whom deductions have been made, at the address designated by the Union.

If a Sergeant has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the Sergeant any amounts paid to the Union in error on account of this dues deduction provision.

Sergeants who object to the dues fee under Section 6(g) of the Illinois Labor Relations Act based upon bona fide religious tenets or teachings of a church or religious body of which such Sergeants are members, must invoke this right directly with the Union. The Sergeant shall pay an amount equal to such dues fee to a non-religious charitable organization mutually agreed upon by the Sergeant and the Union. If the affected Sergeant and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected Sergeant from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. The Union shall be responsible for remitting the dues fee to the non-religious charitable organization.

## **Section 2. Indemnification.**

The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents, Sergeants and Police Department from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

## **ARTICLE IV NO STRIKE-NO LOCKOUT**

### **Section 1. No Strike.**

Neither the Union nor any of its officers, agents or Sergeants will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of reason for so doing. Any or all Sergeants who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each

Sergeant who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 2. No Lockout.**

The Village will not lock out any Sergeants during the term of this Agreement as a result of a labor dispute with the Union.

**Section 3. Penalty.**

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 1 is whether or not the Sergeant actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

**Section 4. Judicial Restraint.**

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

**ARTICLE V  
MANAGEMENT RIGHTS**

Subject to the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Police Department in all of its various aspects and to manage and direct Sergeants, including the following: to determine the mission of the Police Department; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to hire, assign, transfer and promote Sergeants; to establish the qualifications of employment; and to determine the number of Sergeants; to schedule and assign work; to establish or modify performance standards and objectives from time to time; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or subcontracted; to reasonably make, alter and enforce various rules, regulations, safety rules, orders, procedures and policies; to evaluate Sergeants; to discipline, suspend, demote and discharge Sergeants for just cause; to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off Sergeants when necessary as determined by the Village; to reasonably establish dress and appearance standards; to determine and establish, change, combine or abolish positions and job classifications pursuant to this Agreement; and to determine the duties, responsibilities and work assignments of any position or job classification; provided, that the exercise of such management rights by the Village shall not conflict with the express provisions of this Agreement. The Village expressly reserves the right under this Agreement to exercise all management rights set forth in the Illinois Public Labor Relations Act, as amended. In addition, the Village may establish all requirements, rules, policies and procedures.

**ARTICLE VI  
PRECEDENCE OF AGREEMENT**

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village of Gurnee Personnel Policy Manual - Full Time Employees which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

**ARTICLE VII  
SENIORITY, LAYOFF AND RECALL**

**Section 1. Definition of Seniority.**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn Police Department employee. However, for purposes of picking, seniority shall be based upon the length of time from the last date of beginning continuous full-time employment as a Sergeant. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Gurnee Civil Service Commission's hiring list, with the Sergeant higher on the list being more senior.

**Section 2. Probationary Period**

Probationary periods for Sergeants will be governed by the current Village of Gurnee Civil Service Rules and Regulations as it applies to promotions and probationary periods. A probationary Sergeant who does not satisfactorily complete his or her probationary period may return to his or her former position as a police officer with no loss of seniority.

**Section 3. Seniority List.**

On or before January 1 each year, the Village will provide the Union with a seniority list setting forth each Sergeant's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Chief of Police in writing by certified mail within fourteen (14) calendar days after the Union's receipt of the list.

**Section 4. Layoff.**

The Village, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Sergeants will be laid off in accordance with their length of service as a Sergeant. Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Union and members affected. If an emergency is declared, the affected Sergeants shall receive pay in lieu of notice not provided. No full-time Sergeant shall be laid off until the Village has laid off or removed all part-time officers, and no Sergeant shall be laid off until all Police Officers have been laid off.

**Section 5. Recall.**

Sergeants who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Sergeants who are still on the recall list shall be recalled, in

the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Sergeants who are eligible for recall shall be given a minimum of fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the Sergeants by certified or registered mail with a copy to the Union, provided that the Sergeants must notify the Chief of Police, or his/her designee, of his/her intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. Such notification of intention to return to work shall be done in writing. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Sergeants, it being the obligation and responsibility of the Sergeants to provide the Chief of Police or his/her designee with his/her latest mailing address. Any Sergeant who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

#### **Section 6. Termination of Seniority.**

Seniority and the employment relationship shall be terminated for all purposes if the Sergeant:

- (a) quits;
- (b) is discharged (for just cause for an Sergeant who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence other than as provided in Article XIII, Section 3;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) fails to notify the Chief of Police or his/her designee of his/her intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the Village) after being sent notice of recall;
- (g) is laid off and fails to report for work within fourteen (14) calendar days after having been recalled;
- (h) is laid off for a period in excess of eighteen (18) months;
- (i) does not perform work for the Village (except for military service, disability pension, or a layoff where the Sergeant has recall rights, or an established work related injury compensable under workers' compensation) for a period in excess of twelve (12) months; or
- (j) is absent for two (2) consecutive working days without notifying the Chief of Police.

Sergeants who establish to the Chief of Police's satisfaction that either their absence under either subsection (e) or (g) or their failure to notify under either subsection (f) or (j) was due to unforeseen circumstances definitely beyond their control shall not be terminated under this Section.

## **ARTICLE VIII GRIEVANCE PROCEDURE**

### **Section 1. Definition.**

A "grievance" is defined as a dispute raised by a Sergeant and/or the Union against the Village involving an alleged violation of an express provision of this Agreement. Union grievances shall be initiated at Step 3 of this grievance procedure within fourteen (14) days after the Union becomes aware of the violation. However, any dispute concerning a matter or issue subject to the jurisdiction of the Gurnee Civil Service Commission shall not be considered a grievance under this Agreement except in cases involving a suspension of four (4) days (thirty two (32) working hours) [current practice continues with suspensions based on an eight hour day] or more, or termination or should the Gurnee Civil Service Commission or a successor Police and Fire Commission cease to function then all discipline shall be subject to the grievance procedure. In cases where the right to elect exists, a Sergeant must, in writing, elect between (1) having said suspension submitted to the grievance arbitration procedure, or (2) submitting said suspension to the Gurnee Civil Service Commission. Such election by the Sergeant shall constitute a complete waiver of any other right of action against the Village of Gurnee.

### **Section 2. Procedure.**

The parties acknowledge that it is usually most desirable for a Sergeant and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any Sergeant who has a grievance shall submit the grievance in writing to the Sergeant's immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the Sergeant, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the Sergeant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief designated for this purpose by the Chief of Police or his designee within seven (7) calendar days after receipt of the immediate supervisor's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was

improperly denied at the previous step in the grievance procedure. The Deputy Chief, or his designee, shall provide a written answer to the grievant within seven (7) calendar days after the grievance is appealed to Step 2.

**STEP 3:** If the grievance is not settled at Step 2 and the Sergeant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Chief of Police within seven (7) calendar days after receipt of the Deputy Chief's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police, or his designee, will investigate the grievance and may offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Chief of Police, or his designee, shall provide a written answer to the grievant and the Union within seven (7) calendar days following their meeting; in the event no meeting is held, the response will be given by the Chief of Police within seven (7) calendar days after the grievance was received by the Chief of Police.

**STEP 4:** If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within seven (7) calendar days after receipt of the Chief of Police's answer at Step 3. Thereafter, the Village Administrator or his designee and other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

### **Section 3. Arbitration.**

If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village Administrator's written answer as provided to the Union at Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

- (c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one (1) grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 4. Limitations on Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement, as well as determine an appropriate award, if any. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Union and the Sergeants covered by this Agreement.

#### **Section 5. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the Sergeant, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the Sergeant within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Sergeant may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

**ARTICLE IX  
WAGES AND OTHER COMPENSATION**

**Section 1. Wages.**

The Sergeant pay scale is based on maintaining an 18% differential between the top step of the Police Officer annual base salary scale and the top step of the Sergeant annual base salary scale.

Step A	5% above top Police Officer step
Step B	10% above top Police Officer step
Step C	15% above top Police Officer step
Step D	18% above top Police Officer step

The annual wage matrix will be updated and placed in Appendix C.

Newly promoted Police Sergeants promoted from step H or below in the Police Officer range will be adjusted into Step A of the Police Sergeant pay range. Newly promoted Police Sergeants promoted from step I in the Police Officer range will be adjusted into Step B of the Police Sergeant pay range.

Effective May 1, 2011 an additional 0.5% shall be paid to all Sergeants who maintain a valid State of Illinois firearms certification. The 0.5% will not be added to the base salary. It will, however, be used for calculating the regular rate of pay for overtime purposes and pension. Effective May 1, 2021, the firearms certification will be 0.75% for all eligible Sergeants.

**Section 2. Longevity Pay.**

The Village provides a longevity pay plan to recognize a Sergeant's time of service. A Sergeant will become eligible each year for longevity pay as follows:

- \$100 in longevity pay on the December 31<sup>st</sup> following the 8th and 9th anniversary of full-time employment;
- \$200 in longevity pay on the December 31<sup>st</sup> following the 10th and 11th anniversary of full-time employment;
- \$400 in longevity pay on the December 31<sup>st</sup> following the 12th and 13th anniversary of full-time employment;
- \$600 in longevity pay on the December 31<sup>st</sup> following the 14th and 15th anniversary of full-time employment;
- \$800 in longevity pay on the December 31<sup>st</sup> following the 16th and 17th anniversary of full-time employment;

- \$1,000 in longevity pay on the December 31<sup>st</sup> following the 18th and 19th anniversary of full-time employment; and
- \$1,200 in longevity pay on the December 31<sup>st</sup> following the 20th anniversary and each anniversary thereafter of full-time employment.

Longevity pay will be calculated through December 31<sup>st</sup> of each calendar year and paid in December. Sergeants must be working his/her regular full time schedule and be actively employed at the time longevity is paid - Sergeants on inactive status or on unpaid leave are not eligible for longevity pay. There shall be no pro-rata longevity pay for employees separating or retiring prior to the date the longevity payment is made. The maximum amount of longevity pay a Sergeant will receive in any calendar year is \$1,200.

### **Section 3. Jury Duty.**

A Sergeant whose service on a jury or appearance as a witness in any work related case causes the loss of regularly scheduled work shall be eligible for full pay for such time lost. In order to receive full pay, the Sergeant must provide documentation of the date(s) of service to his/her supervisor or the Police Chief. In the event the jury duty or witness appearance does not require the Sergeant's presence for the entire day, the Sergeant is expected to return to work to complete the remainder of his/her work day. In the event the jury duty or witness appearance requires an extended leave, the maximum number of compensable work days for the Sergeant shall be no more than twenty (20) scheduled work days of up to eight (8) hours each.

### **Section 4. Mileage Allowance.**

Normally any business conducted for the Village requiring the use of an automobile is conducted using a Village owned vehicle. Occasionally, however, circumstances require a Sergeant to utilize a privately owned vehicle for Village business. When private vehicles are utilized in this fashion the Village will reimburse the Sergeant at the IRS approved rate per mile of actual use. Such usage may be authorized by the Chief of Police. A Village Expense Report signed by the Chief of Police should be prepared and submitted to the Village Administrator for reimbursement.

The parties agree to the above policy or any subsequent reasonable procedural or policy change made by the Village.

### **Section 5. Tuition Reimbursement.**

Full-time Sergeants voluntarily electing to avail themselves of these educational opportunities shall submit a completed application for education tuition assistance request to the Chief of Police for review. The Chief of Police, after review of the proposed subject matter, may recommend the Sergeant be considered for educational reimbursement on the following basis:

- (a) Courses related directly to a Sergeant's current job situation, (i.e., of a technical or trade classification): 100% of tuition costs and 100% of the cost of books and other course materials.

- (b) Courses leading to an undergraduate or graduate degree at an accredited educational institution in a field related to the Sergeant's current job situation:
  - (1) Private college: 65% of the tuition cost per semester hour will be reimbursed to the Sergeant, minimum grade "C" required. Up to \$50.00 of the cost of books and other course materials for each course will also be eligible for reimbursement.
  - (2) Public / state supported college: reimbursement will be based on the in-state resident tuition rate with 90% for a grade "A"; 80% for a grade "B"; and 50% for grade "C" per semester hour. Up to \$50.00 of the cost of books and other course materials for each course will also be eligible for reimbursement.

The Village Administrator shall have the authority to approve reimbursement for courses falling in class "a", as stated above. Class "b" courses, which are of a continuing long term commitment, shall require approval of a contract with the Sergeant by the Village Board based upon a recommendation by the Village Administrator. If the Sergeant is also being reimbursed for educational expenses by another source the Village will only provide tuition assistance on either the balance due or the appropriate percentage as set forth above, whichever is less. All reimbursements for books and other course materials are to be supported by appropriate paid receipts.

In recognition of the significant resources that may be committed in connection with Class "b" courses, Sergeants who voluntarily resign their employment with the Village prior to completion of the degree or certificate program, or within twelve (12) months of completion of the degree or certificate program, shall be obligated to reimburse the Village for 100% of the benefits received under this section. Sergeants who voluntarily resign their employment within thirteen (13) months to twenty-four (24) months of completion of the degree or certificate program, shall be obligated to reimburse the Village for 50% of the benefits received under this section.

## **ARTICLE X HOURS OF WORK AND OVERTIME**

### **Section 1. Application of Article.**

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

### **Section 2. Work Schedule.**

The work schedule currently in effect will remain in effect subject to change by the Chief of Police in accordance with Article XI, Section 3. Both parties agree that any schedule must be reasonable and meet the minimum staffing requirements for the Village. Said staffing is set by the Chief of Police.

### **Section 3. Changes in Work Schedule.**

Should it be necessary in the judgment of the Chief of Police to establish work schedules departing from the current workday and/or the current work cycle, or to change the shift

schedule of a Sergeant or Sergeants, the Chief of Police will give, if practicable (i.e., in a pre-planned non-emergency situation), at least fourteen (14) calendar days advance notice of such change to all Sergeants affected by such change.

#### **Section 4. Overtime Pay.**

Sergeants shall be paid at one and one-half (1-1/2) times their straight time hourly rate, plus longevity if applicable, for all hours worked in excess of their normal scheduled hours in a fourteen (14) day work cycle in completed fifteen (15) minute segments. Sick time and suspension time does not count as time worked.

#### **Section 5. Court Time.**

A Sergeant shall be paid for actual time spent for court duty with a minimum of three (3) hours pay for those hours outside of the Sergeant's normal workday. The Village may re-open this section for negotiation between the parties by written notice to the Union delivered no later than March 31, 2013.

#### **Section 6. Call-In Pay.**

Sergeants who are hired to work outside their normal hours of work (i.e., hours not contiguous to their shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their shift, with a guarantee of two (2) hours pay. Sergeants who are ordered by the Chief of Police, or designee, to be available for work on standby status for the July 4th celebration day shall be paid two (2) hours at their applicable overtime rate of pay.

#### **Section 7. Compensatory Time.**

A Sergeant shall have the option of accruing up to a maximum of one hundred (100) hours of compensatory time in lieu of overtime pay. While Sergeant wishes will be considered, the scheduling of compensatory time shall be subject to the paramount need of the Department as determined by the Chief of Police or his/her designee. The scheduling of compensatory time shall not adversely affect the Department and shall not be unreasonably denied. Accrued compensatory time may be carried over from year to year. Upon written request to the Chief of Police, a Sergeant may exchange compensatory time for cash throughout the year. Cash out of compensatory time will occur on the Sergeant's regular payroll check. No separate checks will be permitted for cash out of compensatory time.

Effective with the first payroll of each fiscal year (on or after May 1<sup>st</sup>), Sergeants will receive an additional forty (40) hours of compensatory time annually added to their compensatory time bank. The Sergeant must be actively working when time is credited; there is no proration for a Sergeant promoted or no longer working / employed as a Sergeant. Sergeants shall be responsible for monitoring compensatory time banks to ensure the additional compensatory time can be properly credited to the bank. Additional compensatory time lost due to bank limit shall not be compensated and will be forfeited.

**Section 8. Shift Trades.**

A shift trade may be permitted if a voluntary request for such trade is submitted and approved by the Chief of Police or his/her designee. Any such request must be submitted and approved at least one (1) day prior to the day of the requested trade. It is expressly understood that as a result of approving a voluntary request to trade shifts the Village will not incur any additional overtime liability. The hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation. If the substitute employee fails to appear to work the trade, then the substitute employee may be disciplined and/or charged sick leave as is appropriate under the normal procedures of the Gurnee Police Department. The substitute employee may use benefit time other than sick when both shifts involved in the trade occur within the same fourteen (14) day period. This section is not subject to the grievance procedure.

**Section 9. No Pyramiding.**

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

**Section 10. Compensatory Time Training**

Effective upon the date of ratification by the Village, when a Sergeant is assigned to attend a training class those hours will be duty hours and paid on an hour-for-hour basis.

A Sergeant attending a training class which is held at a location (as determined by a radius) that is between 20 and 34 miles from the Village of Gurnee Police Station will receive one hour of compensatory time for each day of training that requires travel. A Sergeant attending a training class held at a site 35 miles or greater from the Village of Gurnee Police Station would receive two hours of compensatory time for each day of such training approved by the Chief of Police.

It is understood that, consistent with all scheduling, the right to schedule training is exclusively reserved by the Chief of Police including, but not limited to, scheduling training within a sergeant's duty hours and/or making schedule adjustments to accommodate training days that differ from an officer's duty hours.

**ARTICLE XI  
HOLIDAYS AND PERSONAL DAYS**

**Section 1. Holidays.**

Sergeants covered by this Agreement shall receive ten (10) scheduled days (eighty (80) hours) off per fiscal year, said days to be scheduled upon the Sergeant's request and with the approval of the Chief of Police or his/her designate. In order to be eligible to receive pay for any of the ten (10) scheduled days off the Sergeant must work his/her full scheduled day before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Chief of Police. Those days must be requested during the pay period in which the applicable holiday falls. Sergeants may be permitted to buy back up to three (3) unused holidays at the end of the fiscal year.

**Section 2. Holiday Pay.**

For purposes of the foregoing holiday pay provisions, if a Sergeant works a shift where any hours are worked on a holiday, the Sergeant will be paid for that holiday. Sergeants will only be paid once for any holiday.

Overtime pay at the rate of time and one-half of the Sergeant’s straight time hourly rate shall be paid for all hours worked on Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day for Sergeants regularly scheduled to work the holiday. Sergeants who work overtime on Memorial Day, Fourth of July or Christmas Day shall be paid two (2) times the Sergeant’s normal straight time hourly rate for such hours worked.

**Section 3. Personal Days.**

In addition to the above ten (10) holidays, Sergeants shall also receive two (2) personal days [sixteen (16) hours] per fiscal year.

**ARTICLE XII  
VACATIONS**

**Section 1. Vacation Eligibility.**

- (a) In order to be eligible for a paid vacation, a Sergeant who, as of his/her anniversary date of employment as a sworn Police Department employee, has been continuously employed as a sworn Police Department employee, must work for at least 1800 hours during the preceding year of employment. If the Sergeant used vacation, holiday, and/or compensatory time, said time is included as time worked.
- (b) Vacation allowance shall be earned monthly, based on the following schedule:

Length of Continuous Service as a Sworn Police Department Employee	Working Days of Vacation per Year
After 1 year through 5 years	10 days (80 hours)
6 years through 10 years	15 days (120 hours)
11 years	16 days (128 hours)
12 years	17 days (136 hours)
13 years	18 days (144 hours)
14 years through 19 years	20 days (160 hours)
20 years or more	25 days (200 hours)

**Section 2. Vacation Week.**

Vacation pay shall be paid on a forty (40) hour basis per week at the rate of the Sergeant’s straight-time hourly rate of pay.

**Section 3. Vacation Scheduling.**

Vacation shall be scheduled at times requested by the Sergeant consistent with the operational needs of the Department. The requests of the Sergeants shall be by seniority

in compliance with existing policy. One (1) Sergeant or Shift Commander per shift shall be allowed vacation at any given time (except in an emergency). It is expressly understood that other than previously stated, the final right to designate vacation periods and the maximum number of Sergeants who may be on vacation at any time is exclusively reserved by the Chief of Police in order to ensure the orderly performance of the services provided by the Village.

No Sergeant may schedule vacation time between the hours of 1800 on Thanksgiving Day and 1800 on Black Friday (Day after Thanksgiving). Further, Sergeants who have vacation time scheduled immediately before and after this restriction period will be eligible for hire back during this twenty four (24) hours period. No Sergeant assigned to the Visitor Oriented Policing team may schedule vacation on the Saturday or Sunday of the annual Gurnee Days Celebration.

It is not anticipated that Sergeants will be required to be available for work on stand-by status, but if that becomes necessary, each affected Sergeant will be compensated with two (2) hours at their applicable overtime rate of pay. If the department receives credible information that Gurnee Mills will not be opening on Thanksgiving or the early hours of Black Friday, the restrictions on vacation time will be lifted immediately.

#### **Section 4. Limitation on Accumulation of Annual Vacation.**

Annual vacation days are to be taken within the twelve (12) month period after completion of the year in which earned unless written authorization extending this period is obtained from the Chief of Police and Village Administrator. In no event shall the maximum vacation carryover exceed forty (40) hours from the vacation account unless approved by the Chief of Police.

#### **Section 5. Pay For Earned but Unused Vacation.**

If at time of separation (except for termination for just cause) a Sergeant has earned but unused vacation time, said vacation time shall be paid at the Sergeant's rate of pay at the time of separation. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased Sergeant or to the Sergeant's heirs, executors or administrators as the Village shall determine. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

### **ARTICLE XIII LEAVES OF ABSENCE**

#### **Section 1. Sick Leave.**

All full time Sergeants are eligible for paid sick leave benefits. Sick leave is granted for the specific purpose of covering time lost for illness. Sick leave will be allowed for the following purposes:

- (a) Any bona-fide personal illness which results in time away from work. Sergeants should be prepared to present proof of illness when an absence from work extends to more than three (3) consecutive working days.

- (b) An illness, injury, or medical appointment of the Sergeant's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step-parent where it can be clearly shown that the Sergeant's absence from work is required. If requested by a supervisor, written verification is required from a health care professional. A maximum leave of six (6) working days (forty-eight (48) hours) may be authorized in this situation. Additional leave may be granted for this purpose by the Village Administrator.
- (c) Medical, dental or optical examinations.
- (d) Proof of illness can be provided by a physician, physician's assistant, or nurse practitioner.

In the case of a serious health condition or other qualifying reason, the Sergeant may be subject to Family and Medical Leave provisions [section 13.8].

All full-time Sergeants are granted one (1) day (eight (8) hours) per month sick leave. There is no limit on the amount of sick leave a Sergeant may accrue. Sick leave pay shall not be considered a right which a Sergeant shall use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above. Utilizing sick leave for vacations or out of area travel not consistent with the need to receive medical treatment or to attend to ordinary or necessary activities related to personal or family needs is not permitted. If a Sergeant is suspected of utilizing sick leave for activities not covered by sick leave, an investigation will be conducted. Any Sergeant who has fraudulently used their sick leave compensation from the Village will be subject to disciplinary action, including dismissal.

Sergeants are not eligible for compensation for any unused accumulated sick leave when terminating employment with the Village.

**Section 1(A) Retirement Health Savings Plan and Sick Leave Buyback Program**

The Village agrees to work with the Union to establish a post-employment health care savings plan through ICMA-RC for eligible bargaining unit members. The intent of the VantageCare Retirement Savings Plan (RHS) is to defray the cost of health plan premiums and/or reimburse qualified medical expenses after separation or retirement from the Village. The plan, once established, shall comply with all Internal Revenue Code tax rules and regulations, including private letter rulings, where appropriate. The provisions of the RHS plan are governed by the Village's welfare benefit plan (medical and dental) documents; the VantageCare Retirement Health Savings Plan Adoption Agreement; and VantageCare Retirement Health Savings Plan Declaration of Trust. The RHS Shall be operated in compliance with the provisions outlined in the respective documents. This plan shall be in effect beginning with the 2016 Sick Leave Buyback. Contributions to the RHS will be submitted by the Village in December after completion of the Sick Leave Buyback program for the respective year. Participation in the plan is mandatory for all eligible Sergeants. Contribution sources and amounts are as follows:

Mandatory Sergeant Leave Contribution:

Accrued Sick Leave

16 hours to be deducted from the Sergeant's annually accrued sick leave after adjusting balance for sick time used and mandatory carryover provision of the Village of Gurnee

sick leave buyback program; Sergeants with less than 16 available hours must contribute all remaining available hours.

Direct Employer Contribution:

Sixteen (16) hours contributed for a Sergeant utilizing zero (0) hours of sick leave during the sick leave buyback year;

Eight (8) hours contributed for a Sergeant utilizing up to and including twelve (12) hours of sick leave during the sick leave buyback year;

No contribution for a Sergeant utilizing more than twelve (12) hours of sick leave during the sick leave buyback year.

### **Optional Plan-Unused Sick Leave**

All full time Sergeants are provided with a plan for utilizing unused sick leave. Sick time used during the year is deducted from the maximum time a Sergeant is eligible to accrue from a twelve (12) month period running from the starting date of the first pay period in December through the ending date of the second pay period in November of the following year, not from the Sergeant's previously banked time. Only after exhausting the current period's accrual is sick time deducted from the Sergeant's previously banked sick time. The maximum amount of sick time a Sergeant can accrue during this 12 month period is ninety-six (96) hours. Each November, a Sergeant must bank at least thirty two (32) hours of sick time if available, followed by the mandatory RHS plan contribution. Unused sick time, in excess of the time banked and contributed to the RHS plan, may be utilized in any combination of the following ways:

- (a) May be accrued for future sick leave.
- (b) May be taken as "pay in lieu," subject to a maximum of forty eight (48) hours. Sick days taken as "pay in lieu" will be paid in December of each respective year.
- (c) A maximum of forty eight (48) hours may be carried over to be used as "personal days" between December 1st and November 30th of the following year. A personal day may not be taken consecutively with holiday or vacation time and must be scheduled with the Chief of Police so as to not interfere with Department operations. These days are not eligible for carry over, for "pay in lieu", or for compensation if employment is terminated.

If the RHS plan is suspended or terminated, unused sick time in excess of the thirty two (32) hours of time banked may be utilized in any combination of the following ways:

- a) May be accrued for future sick leave;
- b) May be taken as 'pay in lieu' subject to a maximum of sixty four (64) hours. Sick days take as 'pay in lieu' will be paid in December of each respective year.
- c) A maximum of sixty four (64) hours may be carried over to be used as 'personal days' between December 1<sup>st</sup> and November 30<sup>th</sup> of the following year. A personal day may not be taken consecutively with holiday or vacation time and must be scheduled with the Police Chief so as to not interfere with Department operations. These days are not eligible for carry over, for 'pay in lieu' or for compensation if employment is terminated.

## **Section 2. Funeral Leave/Bereavement Leave.**

A Sergeant will be granted paid funeral / bereavement leave up to a maximum of three (3) working days (twenty-four (24) hours) for the death of an immediate family member. A Sergeant who needs to utilize funeral / bereavement leave must notify the Chief of Police as soon as possible.

"Immediate family member" in this context is defined to be: spouse, father, mother, son, daughter, brother, sister, grandparent, grandchild, mother-in-law or father-in-law. Funeral / bereavement leave for certain extended family members not covered in the above definition such as an uncle, aunt, step parent, or grandparent of a spouse may be granted with the approval of the Chief of Police.

## **Section 3. Military Leave.**

Sergeants who are active duty or reserve duty members of the military service of the United States or State of Illinois shall be entitled to all rights and benefits guaranteed to them under any applicable federal or Illinois State law and by the Village of Gurnee Personnel Policy Manual – Full Time Employees as amended.

## **Section 4. Educational Leave.**

Subject to the discretionary approval of both the Chief of Police and the Village Administrator and confirmation by the Civil Service Commission, a Sergeant may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement related to law enforcement.

## **Section 5. Off-the-Job Disability Leave.**

Medical and disability leave (non-work related) shall be provided in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual – Full Time Employees, as amended.

## **Section 6. Injury Leave.**

Nothing in this Agreement shall be construed to preclude the applicability of the Public Employee Disability Act as set forth in 5 ILCS 345/1 et seq., but said Disability Act shall not be incorporated herein by reference.

## **Section 7. Sick Leave Donation.**

Sergeants may contribute unused sick leave from their personal sick leave banks (first-in/first-out) to other Sergeants or officers who have exhausted their own sick leave banks and who are off work due to a catastrophic illness. A catastrophic illness is defined as any non-duty illness or injury, which causes the Sergeant or officer to be off work for more than 30 days. This section shall not be subject to the grievance arbitration procedure in the Agreement.

**Section 8. Family and Medical Leave.**

Sergeants shall be covered by Family Medical Leave Act of 1993 (FMLA), as amended. Any such leave taken shall be in accordance with the FMLA and Village practice. Accrued and banked sick time shall be used first; if sick time is exhausted, other time off accruals (vacation, personal days, compensatory time, holiday bank) shall be used in place of any unpaid leave.

**ARTICLE XIV  
INSURANCE**

**Section 1. Insurance.**

The Village will make available the same group medical and dental insurance plan(s) for all eligible employees and dependents, including employees covered under this agreement. Notwithstanding the foregoing, the Village retains the right to change insurance carriers and/or plans, to fully insure, to self-insure, to adopt additional coverage alternatives, or join a health insurance pool for the provision of medical and/or dental benefits as it deems appropriate so long as the overall coverage available to Sergeants is substantially the same as was available on the date of ratification of this Agreement.

The Sergeant's portion of the premium shall be 20% for the PPO option and 10% for the HRA/PPO option through December 31, 2015. Effective January 1, 2016, the Sergeant's portion of the premium shall be 21% for the PPO and 11% for the HRA/PPO option. Effective January 1, 2017, the Sergeant's portion of the premium shall be 22% for the PPO option and 12% for the HRA/PPO option. The Village agrees to make reasonable good faith efforts to reduce the paperwork required for participation in and obtaining benefits from the HRA/PPO and to assist Sergeants with such paperwork.

Should the Village deem it necessary to implement only one health insurance option, the change will be negotiated with the Union. These negotiations will be subject to the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

**Section 2. Life Insurance.**

The Village will provide term life insurance to all full time Sergeants in the amount of one times (1x) the Sergeant's annual base salary and an additional one times (1x) annual base salary of accidental death and dismemberment (AD&D) coverage under the terms of the current group life insurance program in force. The Village will assume the full cost of the Sergeant's life insurance and AD&D coverage from the date of eligibility onward. Life insurance and AD&D coverage ceases with the termination of employment. The Village reserves the right to institute, maintain and change cost containment, benefit and other provisions of the life insurance and AD&D plans so long as the amount of coverage is maintained.

Specific aspects of the life insurance and AD&D coverage are contained in the respective carrier's group insurance certificate.

**Section 3. Cost Containment.**

The Village reserves the right to maintain or institute cost containment measures related to insurance coverage so long as the overall coverage available is substantially the same. Such changes may include, but are not limited to mandatory second opinions for elective surgery, pre-admission and continuing admission review, voluntary disease management programs for chronic health conditions such as asthma, hypertension, high cholesterol and other chronic conditions; voluntary wellness programs such as health risk appraisals, smoking cessation programs, and nutrition / weight management programs; prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

**Section 4. Terms of the Policy to Govern.**

The extent of coverage under the insurance policies referred to in Section 1 and Section 2 shall be governed by the terms and conditions set forth in said policies. Any questions or appeals concerning coverage shall be resolved in accordance with the terms and conditions in said policy and the respective plan document and shall not be subject to the grievance procedure set forth in this Agreement.

**Section 5. COBRA.**

A Sergeant who is on an approved unpaid leave of absence or is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for coverage (COBRA).

**Section 6. Subrogation.**

In the event weekly and medical benefits are paid to a covered individual as a result of accidental bodily injury or illness, and if the covered individual or covered Sergeant makes recovery (whether by settlement, judgment or otherwise) from any person or organization for such injury or illness, then the Village, or its designee shall have a lien upon any recovery. The covered Sergeant shall reimburse the Village, or its designee, to the extent of such benefit paid by it, provided that in no event shall the covered Sergeant be required to make reimbursement in an amount exceeding the recovery made by the covered individual against the person or organization for the injury or illness.

**Section 7. Funeral Expense.**

The Village agrees to defray all reasonable funeral and burial expenses of any Sergeant killed in the line of duty. Said decision is within the sole discretion of the Village.

**ARTICLE XV  
GENERAL PROVISIONS**

**Section 1. Gender of Words.**

The masculine gender as used herein shall be deemed to include the feminine gender.

**Section 2. Outside Employment.**

No Sergeant of the Village shall be employed in other occupations without the approval of the Chief of Police. Sergeants who engage in outside employment shall do so only with the understanding and acceptance that their primary duty, obligation and responsibility is to the Village. All Sergeants are subject to call at any time for emergencies, special assignments or overtime duty and no outside employment may infringe upon this obligation.

**Section 3. Replacement of Personal Property.**

The Village agrees to repair as necessary a Sergeant's eyeglasses, contact lenses, prescription sunglasses, uniforms or police equipment if such are damaged or broken during the course of the Sergeant's duties unless it is shown that the Sergeant was negligent. The incident is to be documented by the Sergeant's supervisor.

**Section 4. Uniforms.**

A modified quartermaster system with respect to the provisions of uniform and related equipment shall remain in effect from May 1, 2019 through April 30, 2020. Uniforms will be replaced up to \$700 per fiscal year per Sergeant.

As of April 30, 2020, the modified quartermaster system will be eliminated. Sergeants will receive an annual lump sum clothing allowance as a separate check, subject to applicable tax withholding, with the first pay period in June. The annual amounts are:

- June 2020 \$675
- June 2021 \$700
- June 2022 and thereafter \$725

**Section 5. Inspection of Personnel Files.**

The Village agrees to allow a Sergeant to examine the contents of his/her personnel file in accordance with the Illinois Personnel Records Review Act, 820 ILCS 40/1 et seq.

**Section 6. Retention of Disciplinary Records.**

Past records of Sergeants, other than suspensions, shall not be considered for disciplinary purposes if pre-dated more than three (3) years.

**Section 7. Medical Examinations.**

If there is any question concerning a Sergeant's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the Sergeant have a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

**Section 8. Inoculation and Immunization.**

The Village agrees to pay all expenses for inoculation or immunization shots for the Sergeant as a result of said Sergeant's exposure to contagious diseases where said

Sergeant has been exposed to said disease in the line of duty. If, in the Village's physician's opinion, the members of the family are required to have such shots, the Village agrees to assume the costs of the shots.

**Section 9. Bill of Rights.**

In any meeting called by command or supervisory personnel, in which a Sergeant reasonably believes that discipline will result from the meeting, the Sergeant may request that a Council representative be present. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1, et seq., or any other rights provided by law.

**Section 10. Impasse Resolution.**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/14), as amended.

**Section 11. Drug and Alcohol Policy.**

The Drug and Alcohol Policy attached hereto as Appendix B shall be incorporated herein by reference.

**Section 12. Specialization Posting and Application.**

When an opening occurs for a special assignment and the Village decides to fill said position, the Village will post the position and interested Sergeants may apply as set forth in the posting. The Sergeant's letters of interest shall be placed in their personnel file.

**Section 13. Posting of Known Overtime Work.**

All known available overtime work shall be posted, except in emergency.

**Section 14. Indemnification.**

The Village will provide liability coverage for Sergeants operating within the scope of their employment pursuant to 65 ILCS 5/1-4-6.

**Section 15 Living Radius.**

Sergeants will not be subject to Civil Service Rules and Regulations Chapter 2, Section 13 Residency Requirements; however, travel time and distance between the Village and a Sergeant's place of residence will be considered in appointment to specialist positions that may require a more rapid off duty response or involve a take home squad car.

**ARTICLE XVI  
ENTIRE AGREEMENT**

The Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein (e.g., negotiations as provided in

the Savings Clause over a substitute provision for a provision held invalid or unenforceable.)

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE XVII SAVINGS**

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In each event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

**ARTICLE XVIII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of May 1, 2019, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached either through collective bargaining, mediation or an Arbitrator's Award.

ILLINOIS COUNCIL OF  
POLICE

VILLAGE OF GURNEE

\_\_\_\_\_

\_\_\_\_\_

Village President

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Village Clerk

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

**Appendix B**  
**VILLAGE OF GURNEE**  
**SERGEANTS**  
**DRUG AND ALCOHOL POLICY**  
**AND TESTING PROGRAM**

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## **DRUG AND ALCOHOL POLICY AND TESTING PROGRAM**

### **I. Introduction.**

#### **A. Policy and Program Purposes.**

The sergeants (“the Sergeants”) of the Village of Gurnee Police Department (“the Department”) perform a vital service for the Village of Gurnee (“the Village”), its residents, and the public. To ensure that this service is delivered safely, efficiently, and effectively, each Sergeant has the responsibility to perform his/her duties in a safe, conscientious, and courteous manner. The purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace and to reduce the probability of accidents or incidents related to the use and/or misuse of alcohol and other drugs by Sergeants so that police services are delivered safely, efficiently, and effectively.

#### **B. Employee and Management Responsibilities.**

All Sergeants are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Department’s Chief of Police will monitor Department practices to ensure compliance and will answer all questions of any Sergeant about this

Sergeants are responsible for ensuring adherence to this policy. The Department’s supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, or disability.

#### **C. Confidentiality.**

Confidentiality will be maintained throughout the drug and alcohol screening process. The Village will maintain records in a manner so that disclosure of information to unauthorized persons does not occur. Additionally, the specimen collection site, testing laboratory, medical review officer (“MRO”), breath alcohol technician (“BAT”), substance abuse professional (“SAP”), and personnel of the Employee Assistance Program (“EAP”) will be held to strict confidentiality requirements consistent with the following:

- The testing laboratory will report individual drug test results to the designated MRO.
- The MRO, BAT, and SAP will report individual test results only to: the Sergeant tested; the EAP, if applicable; and the Department

official empowered to recommend or take administrative action (or the official's designated agent).

The Village will release individual test results to the Sergeant tested upon written request and, where applicable, to the Sergeant's Union representative upon written direction by the Sergeant. The Village will not release individual test results to any other party absent a specific written consent of the Sergeant tested authorizing such release to a specifically identified person(s) except as follows:

- To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Sergeant tested and arising from a test administered under this policy.
- When requested by any agency with regulatory authority over the Village or the Department.
- When ordered to do so by order of court.

EAP personnel will be expected to carry out all actions relative to this policy in a manner which respects the dignity and confidentiality of those involved. EAP records are regarded as confidential medical records and are not available for inspection by anyone except EAP staff absent a written release of information by the Sergeant. EAP personnel will release information to Village administrative personnel only on a need-to-know basis subject to advance notice to the Sergeant. In any case where the Sergeant raises a claim against the Village or the Department involving the quality of care or services rendered by the EAP, the Sergeant shall be deemed to have waived his/her right to confidentiality and the Village and the Department shall have the right to explore thoroughly and evaluate the Sergeant's participation in the EAP.

## II. Implementation Guidelines for Promoting a Drug and Alcohol Free Workplace.

### A. Deterrence.

#### 1. Fitness for Duty.

The Village has determined that a Sergeant is fit for duty when he/she is able to perform his/her job duties, including when he/she is ready for work or working without the presence of any alcohol or the presence of any specified drugs or their metabolites as prescribed by this policy. Sergeants must understand that they are responsible for assuring that their job conduct is safe and appropriate.

2. Reporting the Use of Prescription and Over-the-Counter Medication.

All Sergeants are required to report their supervisor any known adverse side effects of medication or prescription drugs that the Sergeant may be taking that will impair their ability to safely and completely perform their duties. Sergeants who fail to report adverse known side effects of their use of medication in accordance with this section, and subsequently have a positive drug or alcohol test, are subject to progressive discipline up to and including discharge. Accordingly, all Sergeants are advised to inform their physicians and/or pharmacists of their employment requirements regarding fitness for duty prior to obtaining medication.

**B. Treatment and Rehabilitation.**

1. Employee Assistance Program (EAP Responsibilities)

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible Sergeants with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village has established and encourages the use of its EAP. The EAP was established in part so that a Sergeant who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation.

The Village's EAP will assist eligible Sergeants with drug use and alcohol misuse problems, and related concerns, through one or more of the following depending upon the circumstances of each particular case:

- Consultation with Department supervisors and/or other Village officials.
- Evaluation and referral.
- Individual and group counseling.
- Individual case management.
- Crisis intervention.
- Specialized education and training programs.

2. EAP Referral.

There are two ways to begin rehabilitation through the Village's EAP — voluntary self-referral and managerial referral.

Voluntary self-referral is preferred by the Village as a means to resolve drug and/or alcohol problems. Such an option is not available to any Sergeant after he/she has been notified to submit to a drug or alcohol test under this policy. Nor can a Sergeant become a volunteer when subject to disciplinary action in order to avoid imminent discipline.

Voluntary participation in the EAP will not adversely impact a Sergeant's employment or promotional opportunities at the Village. However, Sergeants who do not make a commitment to overcome their drug and/or alcohol problems may experience work performance problems as a result. Accordingly, a Sergeant who exhibits poor or improper job performance as a result or tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be subject to disciplinary action.

In the event a Sergeant requests admission into the EAP after commission of an act (including a violation of this policy) which subjects him/her to discharge, the Village may in its discretion convert the discharge to a suspension and allow the Sergeant admission to the EAP. Such a determination will be based upon the following criteria: the type of rule violation and all circumstances attendant to the incident in question; the Sergeant's length of service; and the Sergeant's overall work record.

### III. Provisions for Drug and Alcohol Testing.

#### A. General Conditions.

##### 1. Persons Subject to Testing.

All Sergeants will be subject to drug and alcohol testing pursuant to the terms of this policy.

##### 2. Drug Rule.

All persons covered by this policy are prohibited from using any of the following ten substances: marijuana; cocaine; opiates; amphetamines; phencyclidine; barbiturates; benzodiazepine; methadone; methaqualone; and propoxyphene. The unlawful manufacture, distribution, dispensing, possession, or use of a illegal drug on Village property by any person at any time also is prohibited. Additionally:

- The use of an illegal drug by a Sergeant at any time is prohibited.
- The use or possession of a illegal drug from the time a Sergeant reports for work until the conclusion of the Sergeant's workday

or reporting for work in an unpaired condition due to the use of the same is prohibited.

- A Sergeant may not have a illegal drug in his/her system from the time of reporting for work until the conclusion of the workday.
- A Sergeant shall not knowingly accept relief from or permit another Sergeant to work who is under the influence of an illegal drug.

3. Alcohol Rule -- Required Hours of Compliance.

All Sergeants of the Department are prohibited from consuming alcohol: while on duty; four hours prior to reporting for duty; and up to eight hours following an accident or until the Sergeant undergoes a post-accident test. Additionally:

- The Village prohibits the use or possession of intoxicants on its property at any time.
- Sergeants, while in uniform, shall not partake of an intoxicant in a public place.
- A Sergeant shall not knowingly accept relief from or permit another Sergeant to work who is under the influence of an intoxicant.

**B. Detection.**

1. Circumstances for Testing.

a. Reasonable Suspicion.

All Sergeants will be required to submit to a drug and alcohol test when the Village, through observations made by two (2) Department supervisors, has reasonable suspicion that the Sergeant has used a prohibited drug or misused alcohol contrary to the terms of this policy. Prior to sending the Sergeant to undergo a reasonable suspicion test, the request will be made in writing to the officer using the Supervisors' Observation Report Form for Reasonable Suspicion Tests (attached) and will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the person to whom the request is directed. The Department supervisors who will be expected to make such a determination will be trained in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse.

b. Post-Accident (While on Duty)

Effective upon the date of ratification by the Village, all Sergeants who are involved in an accident while on duty or involving a Department vehicle will be required to submit to a drug and alcohol test when that accident results in any fatality or any injury to a person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident.

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) but not later than eight (8) hours following the accident. If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

A Sergeant subject to post-accident testing who fails to remain available for such testing, including notifying the Department of his/her location after leaving the scene of the accident, may be deemed to have refused to submit to testing.

c. Officer Involved Shooting or Death

Any Sergeant involved in a shooting or death may be requested or administratively compelled to provide a blood or urine sample for alcohol and drug screening. Absent consent from the Sergeant, such compelled samples and the results of any such testing shall not be disclosed to any criminal investigative agency.

d. Return to Duty.

Before any Sergeant is allowed to return to duty following a verified positive drug test result, an alcohol test result of 0.04 or greater, or a refusal to submit to a test, the Sergeant will be required to:

- Be evaluated by a substance abuse professional ("SAP") designated by the Village to determine whether the Sergeant has followed the recommendations for action by the SAP, including participation in any rehabilitation program; and
- Pass a return to duty drug and alcohol test.

The Sergeant must have a verified negative drug test result and alcohol test result of less than 0.02 to return to duty. If a drug test result is cancelled, the Sergeant will be subject to and required to pass another drug test.

All Sergeants also will be required to submit to a return to duty drug and alcohol test when:

- The Sergeant is returning from a drug and/or alcohol rehabilitation program known to, or arranged by, the Village, or made known to the Village.
- The Sergeant has signed a treatment plan, work resumption, or return to work agreement that requires the test.
- The Sergeant is returning to work from an absence longer than forty-five (45) consecutive calendar days.

Before any Sergeant is allowed to return to duty following an alcohol test result of 0.02 or greater but less than 0.04, the Sergeant will be required to pass a return to duty alcohol test showing an alcohol concentration of less than 0.02.

e. Follow-Up.

A Sergeant who is allowed to return to duty following a verified positive drug test result, an alcohol test of 0.04 or greater, or a refusal to submit to a test will be subject to unannounced follow-up testing. The SAP shall determine the frequency and duration of such follow-up testing. The Sergeant shall be required to take a minimum of six (6) follow-up tests during the first twelve (12) months after returning to duty. After that period of time, the SAP may recommend the frequency and duration of follow-up testing provided that the follow-up testing period ends sixty (60) months after the Sergeant returns to duty. In the event the SAP recommends follow-up testing in excess of twenty-four (24) months, the SAP shall document the basis upon which such a determination has been made.

In addition to the foregoing, the Village requires that any Sergeant who participates as a volunteer in the EAP comply with all drug and/or alcohol testing recommended by the EAP counselor.

2. Conduct that Constitutes a Refusal to Submit to a Test.

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Refusal, by word or action, to take the test.
- Inability to provide adequate amounts of urine specimen or breath within three (3) hours without a valid medical explanation.
- Tampering with or attempting to adulterate the specimen or collection procedure.

- Not reporting directly to the collection site when required to do so.
- Leaving the scene of an accident without a valid reason before a test has been conducted.
- Falsely calling in sick or claiming to be ill at the time of the test.

#### IV. Methodology.

##### A. Drug Testing.

###### 1. Collection Procedures.

When ordered to do so, a Sergeant shall submit to drug testing through urine analysis. At the time specimens are collected, the Sergeant will be given written instructions setting forth his/her responsibilities. The Sergeant's identity will be verified through the use of a photo identification card or through a representative designated by the Village.

Forty five (45) milliliters (about 1 ounces) of urine will be collected. The collection site technician will pour fifteen (15) ml into one bottle to be used as the split specimen. The remainder (at least thirty (30) ml) will be retained in the collection bottle or poured into another bottle to be used as the primary specimen. The Sergeant will have three (3) hours to provide adequate amounts of urine specimen.

Within four (4) minutes of receiving the specimen, the temperature of the specimen will be recorded. Any specimen temperature out of the range of 32 to 38C/90 to 100F will require that a body temperature be obtained from the donor to confirm that the sample has not been adulterated. The collection site technician also will examine the specimen visually for any unusual color or sediment, and note the results on the custody and control form.

Both bottles will be sealed and labeled in the presence of the Sergeant. The donor will initial the labels verifying that the specimen is his/hers. A custody and control form will be completed and signed by the collection site technician and the donor. Both bottles will be sealed in a single shipping container, together with the appropriate pages of the custody and control form. The tape seal on the container will bear the initials of the collection person and the date of closure for shipment. The specimen will be placed in secure storage until dispatched to the laboratory.

Procedures for collecting urine specimens shall allow individual privacy. If, however, any of the following circumstances exist, a collection site person of the same gender as the individual providing the urine specimen shall obtain a specimen by direct observation:

- The individual has provided a urine specimen that falls outside the normal temperature range (32 to 38C/90 to 100F) and either the individual declines to provide a measurement of oral body temperature or the individual's oral body temperature varies by more than 1C/1.8F from the temperature of the specimen.
- The collection site person observes conduct indicating an attempt to substitute or adulterate the specimen. In such event, the collection site person will prepare and maintain a written report concerning the observation.
- A urine specimen provided by the individual for testing on a previous occasion was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below 0.2 g/l.
- The individual previously has been determined to have used a controlled substance without medical authorization and the test being conducted is a return to duty or follow-up test.

A supervisor of the collection site person or a designated Department representative shall review and concur in advance with any decision by a collection site person to obtain a specimen under direct observation.

2. Laboratory Testing.

All drug testing will be completed in a laboratory certified by the Substance Abuse Management Safety & Health Administration (SAMSHA). An immunoassay test will be performed initially on the specimen. If any prohibited drug registers above the cutoff level on the immunoassay screen, an aliquot of the same urine specimen will be confirmed by using gas chromatography/mass spectrometry (Gc/Ms).

All drug testing will be performed to detect for the presence of the following five substances: marijuana; cocaine; opiates; phencyclidine; amphetamines. The following cutoff levels (initial and confirmatory) will be used when screening specimens to determine whether they are negative for the identified drugs:

Drug Group or Metabolites	Initial Cutoff Level (ng/mL)*	Confirmation Cutoff Levels (ng/mL)*
Marijuana metabolites	50	15
Cocaine metabolites	150	100
Opiate metabolites	2000	2000
Phencyclidine	25	25
Amphetamines	500	250

\*In the event of a discrepancy between the cutoff levels indicated in this policy and current cutoff levels used by a SAMSHA certified laboratory, the cutoff level utilized by the certified laboratory shall prevail in all cases. All confirmed positive specimens will be retained by the laboratory for a minimum of one year.

3. Review by Medical Review Officer (MRO).

All drug testing laboratory results shall be reviewed by a qualified medical review officer ("MRO") designated by the Village to verify and validate the test results. The MRO will conduct an administrative review of the control and custody form to ensure its accuracy. The MRO also will review and interpret an individual's confirmed positive test by: (1) reviewing the individual's medical history; (2) affording the individual an opportunity to discuss the test result; and (3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication.

4. Notification and Split Sampling.

The MRO will notify each Sergeant who has a verified positive test that the Sergeant has seventy-two (72) hours within which to request a test of the split specimen. If the Sergeant requests an analysis of the split specimen, the MRO will direct the laboratory, in writing, to ship the split specimen to the Union-designated qualified SAMSHA laboratory for analysis.

- If the analysis of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable or inadequate for testing, the MRO will cancel the test and report the cancellation and the reasons for it to the Village and the Sergeant.

If the Sergeant has not contacted the MRO within seventy-two (72) hours of being notified of a verified positive drug test, the Sergeant may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other unavoidable circumstances prevented the Sergeant from contacting the MRO in time. If the MRO concludes that there is a legitimate explanation for the Sergeant's failure to contact the MRO, the MRO will direct that an analysis of the split sample be performed. If the MRO concludes that there is no legitimate explanation, the MRO is not required to direct the analysis of the split specimen.

If, after the MRO makes all reasonable efforts (and documents them), the MRO is unable to reach the Sergeant directly, the MRO will contact a designated Department representative who will direct the Sergeant to contact the MRO as soon as possible. If, after

making all reasonable efforts, the designated Department representative is unable to contact the Sergeant, the Sergeant may be placed on temporary medical leave.

The MRO will report each verified test result to the person designated by the Village to receive the results. Reporting of a verified positive result or taking action required as a result of a drug test will not be delayed pending the split sampling analysis.

## **B. Alcohol Testing.**

### **1. Breath Testing Procedures.**

When ordered to do so, a Sergeant shall submit to breath alcohol testing through the use of an evidential breath testing device ("EBT"). Upon arrival at the collection site, the Sergeant's identity will be verified through the use of a photo identification card or through a representative designated by the Village. The testing procedures will be explained to the Sergeant after which the Sergeant and a breath alcohol technician ("BAT") designated by the Village will complete, date, and sign the alcohol testing form.

The BAT will inform the Sergeant of the need to conduct a screening test. The BAT and the Sergeant will read the sequential test number displayed by the EBT. The BAT will open an individually sealed, disposable mouthpiece in view of the Sergeant and attach it to the EBT. The BAT will instruct the Sergeant to blow forcefully into the mouthpiece for at least six seconds or until an adequate amount of breath has been obtained. Following the screening test, the BAT will show the Sergeant the result displayed on the EBT or the printed result. If the result of the screening test is an alcohol concentration of less than 0.02, no further testing is required and the test will be reported to the Village as a negative test. The Sergeant may then return to duty.

If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test will be performed. The confirmation test will be conducted at least fifteen (15) minutes, but not more than twenty (20) minutes, after the completion of the initial test. This delay prevents any accumulation of alcohol in the mouth from leading to an artificially high reading. The Sergeant will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will instruct the Sergeant not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the Sergeant that the test will be conducted at the end of the waiting period, even if the Sergeant has disregarded the instructions.

Before the confirmation test is administered, the BAT will conduct an airblank on the EBT. If the reading is greater than 0.00, the BAT will conduct one more airblank. If the second airblank is greater

than 0.00, the EBT will not be used to conduct the test. The confirmation test will be conducted using the same procedure as the screening test. A new mouthpiece will be used.

If the initial and confirmatory test results are not identical, the confirmation test result will be deemed to be the final result. If the result displayed on the EBT is not the same as that on the printed form, the test will be cancelled and the EBT removed from service.

The BAT will sign and date the alcohol testing form. The Sergeant will sign and date the certification statement, which includes a notice that the Sergeant cannot return to duty if the results are 0.02 or greater. The BAT will attach the alcohol test result printout directly on to the alcohol collection form with tamperproof tape (unless the results are printed directly on the form).

If a screening or confirmatory test cannot be completed, the BAT will, if practicable, begin a new test using a new alcohol testing form with a new sequential test number.

Refusal by a Sergeant to complete and sign the alcohol testing form, to provide breath, or otherwise to cooperate with the collection process will be noted on the form and the test will be terminated:

2. Notification.

The BAT will transmit all results to a designated Village representative in a confidential manner. In the event an individual must be removed from duty, the BAT will notify the designated Department representative immediately.

3. Positive Test Results at Designated Threshold Levels.

In the event of a positive test result of 0.02 or greater but less than 0.04, the Sergeant shall be removed from duty for at least eight (8) hours following the administration of the test or until a retest, conducted at the Village's option, shows an alcohol concentration of less than 0.02. In no event will the Sergeant be allowed to return to duty unless he/she passes a return to duty alcohol test showing an alcohol concentration of less than 0.02.

In the event of a positive test result equal to or greater than 0.04, the Sergeant shall be prohibited from performing any duties until he/she has been evaluated by a substance abuse professional and has passed a return to duty test.

**C. Substance Abuse Professional (SAP) Evaluation.**

Any Sergeant who has a verified positive drug test result or a breath alcohol concentration of 0.04 or greater will be advised of the resources available

to evaluate and resolve problems associated with drug abuse or alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The Sergeant also will be assessed by a substance abuse professional ("SAP") designated by the Village who will determine what assistance, if any, the Sergeant needs in resolving problems associated with prohibited drug use or alcohol misuse.

The SAP will carry out the following responsibilities:

- Evaluate whether a Sergeant who has refused to submit to a drug or alcohol test or who has a positive test result is in need of assistance in resolving problems associated with drug use or alcohol misuse.
- Evaluate whether a Sergeant who previously tested positive and desires to return to work has properly followed the SAP's recommendations for treatment.
- Determine the number of months a returning Sergeant will be subject to follow-up testing after returning to duty (subject to a minimum six (6) tests during the first twelve (12) months).
- Document the basis upon which a determination of follow-up testing in excess of twenty-four (24) months has been made.
- Recommend whether a returning Sergeant who previously tested positive for drug use also should be subject to return to duty and/or follow-up testing for alcohol misuse.
- Recommend whether a returning Sergeant who previously tested positive for alcohol misuse also should be subject to return to duty and/or follow-up testing for drug use.

V. Enforcement of Policy Through Discipline.

**A. Reasonable Suspicion.**

Any Sergeant who tests positive for drugs and/or alcohol pursuant to a reasonable suspicion test administered under this policy will be subject to discipline, up to and including discharge.

**B. Post-Accident.**

Any Sergeant involved in an accident who tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be subject to discipline, up to and including discharge.

**C. Officer Involved Shooting or Death**

Any Department Sergeant involved in an officer involved shooting or death who tests positive for drugs and/or alcohol pursuant to a test administered under this policy will be subject to discipline, up to and including discharge.

**D. Return to Duty.**

Any Sergeant who tests positive for drugs and/or alcohol pursuant to a return to duty test administered under this policy will be subject to discipline, up to and including discharge.

**E. Follow-Up.**

Any Sergeant who tests positive for drugs and/or alcohol pursuant to a follow-up test administered under this policy will be subject to discipline, up to and including discharge.

**F. Refusal to Take Test and/or Non-Compliance with Testing Procedures.**

Any Sergeant who refuses to submit to any drug or alcohol test administered under this policy, to complete and sign the requisite testing forms, or otherwise to cooperate with the testing process in a way that prevents the completion of the test will be subject to discipline, up to and including discharge.

**G. Inability to Provide Adequate Amount of Urine Specimen or Breath.**

Any Sergeant who is unable to provide an adequate amount of urine specimen for drug testing will be given liquids and an ample opportunity to produce the specimen. This time period will not exceed three (3) hours from the beginning of the collection procedure. In all cases involving a Sergeant who cannot provide an adequate specimen within the three (3) hour period, a Village-designated MRO shall refer the Sergeant for a medical evaluation to develop pertinent information concerning whether the Sergeant's inability to provide a specimen is genuine or constitutes a refusal to provide a specimen. If the former, the Village will make whatever accommodation is reasonable in light of all circumstances relevant to the case. If the latter, the Sergeant will be subject to discipline, up to and including discharge.

Any Sergeant who is unable to provide an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician who is acceptable to the Village concerning the Sergeant's medical ability to provide an adequate amount of breath. If the physician concludes that a medical condition has or could have precluded the Sergeant from providing an adequate amount of breath, the Sergeant's failure to do so will not be regarded as a refusal to take the test. If the physician is unable to make such a determination, the Sergeant's failure to

provide an adequate amount of breath will be regarded as a refusal to take the test and the Sergeant will be subject to discipline, up to and including discharge.

**H. Urine Specimen Alteration.**

In any case where it has been determined that a Sergeant has altered or attempted to alter his/her urine specimen for a drug test administered under this policy, the Sergeant will be subject to discipline, up to and including discharge.

**I. Unsatisfactory Employee Assistance Program Participation.**

Any Sergeant allowed entry into the EAP who fails to participate in the recommended treatment program, fails to comply with the terms of his/her EAP plan, or refuses to take a drug and/or alcohol screen when ordered to do so will be discharged.

**J. Conviction for a Violation of a Criminal Drug Statute.**

A Sergeant must notify the Village in writing of his/her conviction for a violation of any criminal drug statute no later than five (5) calendar days after such conviction. Any Sergeant convicted for such a violation will be subject to discipline, up to and including discharge.

**SUPERVISORS' OBSERVATION REPORT FORM FOR REASONABLE SUSPICION TESTS**

Instructions: Supervisors should use this report to record any time a Sergeant is suspected of drug or alcohol use by action, appearance, or conduct while on-duty. This document should be completed prior to sending the Sergeant for a test and a copy provided the Sergeant.

Employee's Name: \_\_\_\_\_

Date and Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

**OBSERVATIONS**

- |                |   |  |   |
|----------------|---|--|---|
| Breath / Odor  | <input type="checkbox"/> Alcohol Odor     | <input type="checkbox"/> Strong Odor       |   |
|                | <input type="checkbox"/> Drug Odor        | <input type="checkbox"/> Moderate Odor     |   |
|                | <input type="checkbox"/> Vomit Odor       | <input type="checkbox"/> Faint Odor        |   |
| Speech         | <input type="checkbox"/> Slowed           | <input type="checkbox"/> Rambling          | <input type="checkbox"/> Stuttering       |
|                | <input type="checkbox"/> Confused         | <input type="checkbox"/> Mumbled           | <input type="checkbox"/> Whispering       |
|                | <input type="checkbox"/> Slurred          | <input type="checkbox"/> Incoherent        | <input type="checkbox"/> Silent           |
| Walking        | <input type="checkbox"/> Falling          | <input type="checkbox"/> Swaying           |   |
|                | <input type="checkbox"/> Staggering       | <input type="checkbox"/> Stumbling         |   |
| Balance        | <input type="checkbox"/> Needs Support    | <input type="checkbox"/> Swaying           |   |
|                | <input type="checkbox"/> Falling          | <input type="checkbox"/> Poor Coordination |   |
| Turning        | <input type="checkbox"/> Staggering       | <input type="checkbox"/> Swaying           | <input type="checkbox"/> Stumbling        |
|                | <input type="checkbox"/> Falling          | <input type="checkbox"/> Hesitant          |   |
| Eyes           | <input type="checkbox"/> Bloodshot        | <input type="checkbox"/> Fixed Pupils      | <input type="checkbox"/> Heavy Eyelids    |
|                | <input type="checkbox"/> Glassy           | <input type="checkbox"/> Dilated Pupils    | <input type="checkbox"/> Watery           |
| Appearance     | <input type="checkbox"/> Altered          | <input type="checkbox"/> Puncture Marks    | <input type="checkbox"/> Profuse Sweating |
|                | <input type="checkbox"/> Tremors / Shakes | <input type="checkbox"/> Blank Stare       | <input type="checkbox"/> Disheveled       |
|                | <input type="checkbox"/> Flushed          |  |   |
| Demeanor       | <input type="checkbox"/> Excited          | <input type="checkbox"/> Indifferent       | <input type="checkbox"/> Care Free        |
|                | <input type="checkbox"/> Talkative        | <input type="checkbox"/> Mood Changes      | <input type="checkbox"/> Sleepy           |
|                | <input type="checkbox"/> Combative        | <input type="checkbox"/> Insulting         | <input type="checkbox"/> Uncooperative    |
|                | <input type="checkbox"/> Nervous          | <input type="checkbox"/> Profane           | <input type="checkbox"/> Disoriented      |
| Unusual Action | <input type="checkbox"/> Hiccoughing      | <input type="checkbox"/> Belching          | <input type="checkbox"/> Crying           |
|                | <input type="checkbox"/> Vomiting         | <input type="checkbox"/> Laughing          | <input type="checkbox"/> Seeing Things    |
|                | <input type="checkbox"/> Fighting         | <input type="checkbox"/> Hearing Things    | <input type="checkbox"/> Blackouts        |

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

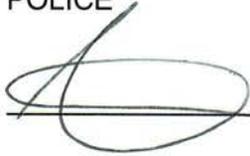


**ARTICLE XVIII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of May 1, 2019, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached either through collective bargaining, mediation or an Arbitrator's Award.

ILLINOIS COUNCIL OF  
POLICE

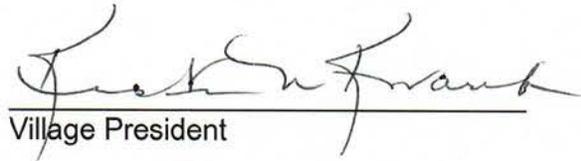
  
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ATTEST:

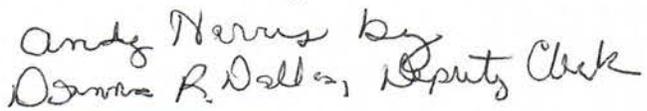
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VILLAGE OF GURNEE

  
\_\_\_\_\_

Village President

Date: 10-21-2019

  
\_\_\_\_\_

Village Clerk

Date: 10/21/19

