

**AGREEMENT  
BETWEEN  
THE ILLINOIS COUNCIL OF POLICE  
AND THE  
VILLAGE OF GURNEE  
FULL & PART-TIME COMMUNICATIONS OPERATORS**

Effective May 1, 2020 through April 30, 2024

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## **AGREEMENT**

This Agreement ("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 Communications Operators (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:

**Included:** All persons employed by the Village of Gurnee in its Police Department as a Full-time or Part-time Communications Operator.

**Excluded:** All other persons employed by the Village of Gurnee who qualify under the Act.

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

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

In accordance with applicable law, neither the Village nor the Union shall discriminate against any Communications Operator covered by this Agreement because of any status or class protected by federal, state or local law, as amended, 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, FAIR SHARE AND INDEMNIFICATION**

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

During the term of this Agreement the Village will deduct from each Communications Operator's bi-weekly paycheck the uniform, regular Union dues for each Communications Operator 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 Communications Operator 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 Communications Operator' names from whom deductions have been made, at the address designated by the Union.

If a Communications Operator 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 Communications Operator any amounts paid to the Union in error on account of this dues deduction provision.

Communications Operators 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 Communications Operator is a member, must invoke this right directly with the Union. The Communications Operator shall pay an amount equal to such dues fee to a non-religious charitable organization mutually agreed upon by the Communications Operator and the Union. If the affected Communications Operator and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected Communications Operator from an approved list of charitable organizations established by the Illinois State Public 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, Communications Operators 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 Communications Operators will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, 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 Communications Operators who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operators, 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 Communications Operators; to establish the qualifications of employment; and to determine the number of Communications Operators; 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 Communications Operators; to discipline, suspend, demote and discharge Communications Operators for just cause; to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off Communications Operators 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 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 Gurnee Police Department dispatch employee. Part time Communications Operators shall accrue seniority amongst part time Communications Operators. A part time Communications Operator who applies and is accepted for employment as a full time Communications Operator shall accrue service or seniority only from the date of hire as a full time Communications Operator. The Chief of Police or his/her designee retains discretion to recommend adjustments to compensation and other applicable benefits for individuals hired as full time Communications Operators.

### **Section 2. Probationary Period**

Probationary periods for full time Communications Operators will be governed by the current Village of Gurnee rules concerning probationary periods. The probationary period for part time Communications Operators shall be twelve (12) months after the completion of training.

### **Section 3. Seniority List**

On or before January 1 each year, the Village will provide the Union with a seniority list setting forth each Communications Operator'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, Communications Operators will be laid off in accordance with their length of service as a Communications Operator. 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 Communications Operators shall receive pay in lieu of notice not provided.

Full time Communications Operators subject to layoff will be offered a part time Communications Operator position.

### **Section 5. Recall**

Communications Operators who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Communications Operators 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.

Communications Operators 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 Communications Operator by certified or registered mail with a copy to the Union; provided that the Communications Operator 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 Communications Operator, it being the obligation and responsibility of the Communications Operator to provide the Chief of Police or his/her designee with his/her latest mailing address. Any Communications Operator 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 Communications Operator:

- (a) quits;
- (b) is discharged (for just cause for a Communications Operator who has successfully completed the probationary period);
- (c) retires;
- (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 Communications Operator 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.

Communications Operators 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 Communications Operator 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 disciplinary matter shall not be considered a grievance under this Agreement except in cases involving a suspension of four (4) days (thirty two (32) working hours) or more, or termination.

### **Section 2. Procedure**

The parties acknowledge that it is usually most desirable for a Communications Operator 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 Communications Operator who has a grievance shall submit the grievance in writing to the Communications 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 Communications Operator, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Communications 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 Communications Operator 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 Communications 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 Communications Operator 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 Communications Operator 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 Communications Operator, 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 Communications Operator 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 Communications Operator 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**

With respect to the May 1, 2020 wage adjustment and the financial impact of the Covid-19 pandemic situation, the Village will review the year-to-date total tax collection amount of the 'big four' revenues (Sales, Amusement, Hotel, and Food and Beverages Taxes). If revenue collection, at October 1, 2020, or after, are within 10% of the current year-to-date budgeted amount, a 2.25% COLA will be applied as of October 1, 2020 or subsequent month that 10% is reached, forward. If the year-to-date revenues of the 'big four' at October 1, 2020, or after, are within 5% of the year-to-date budgeted amount, a 2.25% COLA will be applied retroactively to May 1, 2020.

Wage adjustments for the remaining years of the contract will follow Steps 1 and 2 as outlined below.

#### Step 1. CPI based cost of living adjustment

For the duration of the Agreement, base salaries shall be adjusted by the annual average index of the Chicago–Naperville–Elgin, IL-IN-WI Core Based Statistical Area Consumer Price Index – All Urban Consumers, All Items, Not Seasonally Adjusted, Base Period 1982-1984=100 for the twelve (12) months January through December of the respective calendar year preceding the Village's fiscal year. The CPI adjustment is limited to a minimum 2.25% and a maximum of 3%.

#### Step 2. Market Adjustment

For the duration of the Agreement, all base salary steps shall be further adjusted by an amount necessary to place the top base salary of Communications Operators at or above the top [third] quartile among the comparable Communications Centers of: Northwest Central Dispatch [Buffalo Grove]; Deerfield; Glenview [representing Highland Park and Lake Forest]; Vernon Hills [representing Libertyville, Lincolnshire and Vernon Hills]; Mundelein, and Wheeling. The third quartile salary figure shall be calculated based on the most currently available top base salary for Communications Operators in the comparable communities as of January 1 of the calendar year that immediately precedes the fiscal year to which the market adjustment would be applied. The top base salary for a Gurnee Communications Operator shall include additional gross compensation of 52 hours at the straight time top hourly rate of pay. The difference between Communications Operator top base salary (including the additional compensation) and the third quartile salary figure shall be calculated and the resulting percentage increase shall then be applied to all salary steps.

Top base salary figures used in calculating the third quartile salary shall be obtained from the collective bargaining agreement in effect as of March 1<sup>st</sup> of the respective year and/or received from the respective community (if non-bargained). If a Collective Bargaining Agreement is expired, the salary used in the calculation shall be the top base salary in effect as of date of expiration of the Collective Bargaining Agreement, plus an adjustment for each May 1 of each year of the Collective Bargaining Agreement as defined in Step 1. For the first year of the Collective Bargaining Agreement (05-01-17), the wage calculation will be based on the current data from each of the respective communities along with any applicable CPI adjustment for expired Collective Bargaining Agreements. The March 1<sup>st</sup> calculation date will take effect for future years of this Collective Bargaining Agreement. If a Collective Bargaining Agreement extends beyond May 1 of the respective year and the top salary figure is known, the salary used in the calculation shall be the top base salary in effect as of May 1<sup>st</sup>.

If the calculated salary generated by the market adjustment is less than the adjusted cost of living salary from step one then no market adjustment will be made.

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

Emergency Medical Dispatch (EMD) Certification Pay: Effective May 1, 2021 an additional 0.75% shall be paid to all Communications Operators who receive and maintain EMD certification. Communications Operators not EMD certified at hire will be eligible for certification pay after successful completion of training and attainment of EMD certification.

The 0.75% shall not be added to base pay but will be considered salary for all purposes.

Effective the pay period inclusive of the date of initial contract ratification by both parties through April 30, 2021, EMD certification pay is 0.5%. The 0.5% shall not be added to base pay but will be considered salary for all purposes.

## **Section 2. Longevity Pay**

The Village provides a longevity pay plan to recognize a Communications Operator's time of service. A Communications Operator 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 31st of each calendar year and paid in December. Communications Operators must be working his/her regular full time schedule and be actively employed at the time longevity is paid - Communications Operators 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 Communications Operator will receive in any calendar year is \$1,200.

Part time Communications Operators are not eligible for longevity pay. Part time employees hired into full time positions will be eligible for longevity pay at the respective service anniversary based on the date of full time hire; part time employment tenure shall not be used to calculate service for longevity pay. Part time Communications Operators previously working in a full time position are not eligible for longevity pay for any portion of the year the employee was full time. There shall be no pro-rata longevity pay.

## **Section 3. Jury Duty**

A Communications Operator 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 Communications Operator 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 Communications Operator's presence for the entire day, the Communications Operator 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 Communications Operator shall be no more than twenty (20) scheduled work days of up to eight (8) hours each. Part time Communications Operators shall not be eligible for compensation when on jury duty / witness service.

#### **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 Communications Operator to utilize a privately owned vehicle for Village business. When private vehicles are utilized in this fashion the Village will reimburse the Communications Operator 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**

The Village makes available to eligible full time employees a voluntary tuition assistance and reimbursement program. Employees electing to pursue tuition assistance must submit a completed application for tuition assistance to the respective Department Head for review and recommended approval. Reimbursements shall be made based on the following:

- a) Single Course Reimbursement: employees enrolling in a single course through an accredited college or university are eligible for reimbursement at 100% of the cost of tuition, fees, books, and materials subject to obtaining a minimum grade C or a "pass" certificate if no formal grade is issued. Single course(s) must be related directly to the employee's current job position. Approval of the Village Administrator, upon recommendation by the Department Head, must be obtained prior to enrolling in the course.
- b) Degree Program Reimbursement: employees wishing to pursue degree programs at the Associate, Bachelor or Master degree levels shall require approval by the Village Board based upon a recommendation by the Village Administrator and Department Head prior to enrolling in the degree program. A degree program must be pursued through an accredited college or university and must be relevant to the employee's job position. The Village will not reimburse for courses or degree programs above the Master degree level. Reimbursement for degree program coursework and books / materials shall be as shown in the following reimbursement table:

Grade A	90%
Grade B	80%
Grade C	50%
Grade D or less	No reimbursement
Degree courses graded on a Pass/Fail	65% for Pass; 0% for Fail
Books and Materials	Up to \$75 per course <sup>1</sup>

<sup>1</sup> Courses that include book and material expenses in the total cost of tuition shall not be eligible for separate or additional reimbursement for book/material expenses.

The Village reserves the right to cap reimbursement at a maximum dollar amount per fiscal year based on financial constraints or other limitations; all requests for tuition reimbursement shall be subject to the availability of budgeted funds and no request for reimbursement is guaranteed. Reimbursement requests must be submitted within 30 days of completion of the course(s). Grade reports and school-issued receipts showing proof of course charges and payment of the tuition and fee charges must be submitted with the reimbursement request. Book / material receipts must show the vendor used for the purchase (i.e. school bookstore, Follett, Barnes and Noble, Amazon, etc.). Credit card statements, personal checks, or other generic receipts will not be accepted and will result in non-reimbursement if submitted as proof of payment. Failure to submit receipts within the 30 day time period may result in non-reimbursement of the course and books/materials.

The acceptance of reimbursement by the employee constitutes acknowledgment that the employee has not received payment or assistance from any other financial assistance program including scholarships, grants, and student loans. If other financial assistance is received by the employee, it must be applied to any course costs first. Proof of amounts received and remaining balance must be provided to the Village. The Village will reimburse only the remaining eligible expenses according to the reimbursement table.

Employees in degree programs shall recognize the Village's commitment to granting and funding the degree. In consideration for approving a degree program request, the employee must agree to continue employment with the Village or be subject to repayment provisions. If an employee voluntarily separates employment, the repayment terms are as follows:

Prior to completion or within 12 months of completion of the degree program: 100% of the total tuition assistance benefits received shall be repaid;

13 to 24 months: 50% of the total tuition assistance benefits received shall be repaid;

After 24 months: no repayment required.

The employee's course or degree program requirements, including instruction time and/or coursework, shall not be pursued during work hours and is purely voluntary. Time spent by the employee attending such course or degree program requirements, including online instruction, shall not constitute hours worked for the purposes of calculating compensation due the employee even if the courses are job related. Courses must not interfere with an employee's ability or availability to perform his/her job.

In no instance shall single courses intended or used to fulfill a degree program be reimbursed as a single course. If it is discovered that an employee has received reimbursement under the single course provisions but is or has applied the course(s) toward a degree program, the employee shall reimburse the Village the difference in reimbursement for tuition, fees, books and materials received as a single course compared to the degree program reimbursement rate. A repayment schedule will be established with the employee.

The inclusion or exclusion from gross taxable income of tuition reimbursement provided by the Village will be based on the current provisions of Section 127 of the Internal Revenue Code. Employees with questions concerning taxation of benefits should contact the Human Resources or Finance Department for assistance.

## **Section 6. Part Time Communications Operators**

Part time Communications Operators shall not be eligible for paid leave or other fringe benefits applicable to full time Communications Operators.

## **Section 7. Specialty Pay – Communications Training Officer**

At the discretion of the Communications Supervisor / designee, a full time Communications Operator may be designated as a Communications Training Officer (CTO) to assist with training a Communications Operator who is not certified to work independently. When so designated, the CTO will be compensated at a rate of ten percent (10%) of the CTO's straight time hourly rate of pay until the conclusion of the designated training period for actual hours worked training the non-certified Communications Operator. A CTO may not receive pay for or serve in any other specialty assignment while designated as a CTO on a shift.

# **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 Section 10.3. Changes in Work Schedule, including minimum staffing requirements, as 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 Communications Operator, the Chief of Police will give, if practicable (i.e., in a pre-planned non-emergency situation), at least seven (7) calendar days advance notice of such change to all Communications Operators affected by such change.

When a Communications Operator is on an approved FMLA absence for a full work week or full pay period, the work schedule will be adjusted to five (5) – 8 hour days (40 hours) during each week of FMLA. All hours used for FMLA shall be covered by available paid time off, in accordance with Village FMLA policy and Article XIII, Section 6 Family and Medical Leave. In no instance shall an FMLA absence result in overtime pay, unless the employee worked actual hours during the applicable pay week. If a Communications Operator is scheduled to return to work during a week which includes FMLA leave, the regular work schedule for that week will apply.

## **Section 4. Overtime Pay**

Communications Operators 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 forty (40) hours in the work week. Sick time used and suspension shall not count as time worked for overtime calculation purposes.

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

A Communications Operator shall be paid for actual time spent for court duty with a minimum of three (3) hours pay for those hours outside of the Communications Operator's normal workday.

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

Communications Operator 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.

### **Section 7. Matron Duty**

Full time female Communications Operators will receive one (1) hour pay at the Communication Operator's regular straight time hourly rate of pay for matron duty performed during the regular work shift.

In the event a part time Communications Operator is utilized as a matron on a scheduled shift, the part time Communications Operator will receive one (1) hour pay at the part time Communication Operator's regular straight time hourly rate of pay.

Pay for matron duty shall be inclusive of all matron duty(ies) performed when requested by the Shift Supervisor per case report number, not per search conducted.

### **Section 8. Compensatory Time**

A full time Communications Operator shall have the option of accruing up to a maximum of one hundred (100) hours of compensatory time in lieu of overtime pay. While Communications Operator 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, shall not create additional overtime, 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 Communications Operator may exchange compensatory time for cash throughout the year. Cash out of compensatory time will occur on the Communications Operator's regular payroll check. No separate checks will be permitted for cash out of compensatory time.

### **Section 9. 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, pursuant to Section 7(p)(3) of the FLSA, the hours worked as a result of a shift trade will not count as overtime hours. 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. This section is not subject to the grievance procedure.

## **Section 10. 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 11. Compensatory Time Training**

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

A full time Communications Operator 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 full time Communications Operator 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 training approved by the Chief of Police that requires travel.

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 Communications Operator's duty hours and/or making schedule adjustments to accommodate training days that differ from a Communications Operator's duty hours.

# **ARTICLE XI**

## **HOLIDAY TIME AND PERSONAL TIME**

### **Section 1. Holiday Time**

Full time Communications Operators covered by this Agreement shall receive seventy two (72) hours of holiday time off per fiscal year, to be scheduled upon the Communication Operator's request and with the approval of the Chief of Police or his/her designee. Holiday time may be used in scheduling vacation blocks.

Holiday time for new hires will be pro-rated as follows: hire date May 1 to July 31: 72 hours; hire date August 1 to October 31: 56 hours; hire date November 1 to January 31: 32 hours; hire date February 1 to March 15: 12 hours; hire date March 16 to April 30: no holiday time for the current fiscal year.

Communications Operators may buy back up to twenty four (24) unused holiday hours at the end of the fiscal year; excess time will be forfeited.

Communications Operators may request eight (8) hours pay for a holiday in lieu of time off for the following Village-designated holidays: Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve; Christmas Day; New Year's Day. Request for pay for the holiday must be made during the pay period in which the holiday falls.

### **Section 2. Holiday Pay**

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

Overtime pay at the rate of time and one-half of the Communications Operator's straight time hourly rate shall be paid for all hours worked on Fourth of July, Thanksgiving Day,

Christmas Eve and Christmas Day for Communications Operators regularly scheduled to work the holiday.

Communications Operators who work overtime on Fourth of July, Thanksgiving Day, Christmas Eve or Christmas Day shall be paid two (2) times the Communications Operator's normal straight time hourly rate for such hours worked.

Part time Communications Operators who work on Fourth of July; Thanksgiving Day; Christmas Eve; or Christmas Day are eligible for premium holiday pay for hours worked on these holidays.

### **Section 3. Personal Time**

Full time Communications Operators shall receive twenty four (24) hours of personal time off per fiscal year. Personal time for new hires will be pro-rated as follows: hire date May 1 to September 30: 24 hours; hire date October 1 to March 15: 12 hours; hire date March 16 to April 30: no personal time for current fiscal year.

Unused personal time is forfeited at the end of the fiscal year and is not eligible for pay-in-lieu compensation. Unused personal time is not eligible for compensation upon separation of employment.

Subject to the provisions of Section 4, Single Day Off Requests, advance notice is required for requests for a single day off utilizing personal time. Time off is subject to the approval of the Chief of Police or his/her designee. Time used must be in minimum four (4) hour increments.

Part time Communications Operators shall not be eligible for personal time off.

#### Unforeseen Emergency Situations:

In the event of an unforeseen emergency, a minimum eight (8) hours advance notice is required to use personal time where overtime will be created due to staffing levels. The shift supervisor shall have the authority to approve or deny the request. A minimum of four (4) hours of personal time must be used if the request is approved by the Shift Supervisor.

In the event of an unforeseen emergency where it is not possible to provide at least 8 hours' notice of the need for time off, the Shift Supervisor shall have the authority to approve or deny the request after review of the circumstances related to the leave request and impact to department operations. A minimum of four (4) hours of personal time must be used if the request is approved by the Shift Supervisor.

### **Section 4. Single Day Off Requests**

As of the date of ratification of this Agreement by both parties, full time Communications Operators may submit single day off requests based on the following:

Single day off requests may not be requested for and will not be approved on the following major holidays: Fourth of July; Thanksgiving Day; Christmas Eve; Christmas Day; New Year's Day.

Single day off requests may be requested sixty (60) days out on a first come first serve basis. In the event multiple Communications Operators request the same time off, it will be granted to the Communications Operator who submitted the request first, based on the submittal time stamp. If the time stamp for two Communications Operators is identical, the tiebreaker will be by seniority.

A Communications Operator may request a single day off when the total time off for all requests for that day (single day off and/or vacation blocks) does not create more than eight (8) hours of overtime in a twenty four (24) hour day. The definition of a 24 hour day is 0600 to 0600 the following day.

In the event an approved single day off request will cause the Communications Center to drop below minimum staffing and create overtime (up to 8 hours), only personal time shall be used to cover the Communication Operator's time away. Up to twenty four (24) hours of personal time may be used for single day off requests per fiscal year. Time used must be in minimum four (4) hour increments.

Overtime, when required to backfill a single day off request, may not exceed eight (8) hours and will be posted with seven (7) days' notice.

If part-time personnel cover any of the overtime hours created by the single day off, such worked hours will not count towards the eight (8) hour overtime limit. Part time personnel may not work overtime to cover for a single day off.

When the Communications Center has regularly scheduled Communications Operators over the current minimums of four (4) Communications Operators from 1000-0200 and three (3) from 0200 to 1000, a Communications Operator may request a single day off. In this instance, the request for a single day off shall not cause staffing to drop below minimums nor create overtime. Any available paid time off (excluding sick time) may be used to cover the Communication Operator's approved single day off. The Chief of Police / designee reserves the right to adjust minimum staffing levels, based on operational needs.

## **ARTICLE XII** **VACATIONS**

### **Section 1. Vacation Eligibility**

After 12 months (1 year) of full time and active continuous service, Communications Operators earn vacation based on the following schedule:

Length of Continuous Service	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)

Part time Communications Operators are not eligible for vacation time or vacation accrual.

## **Section 2. Vacation Scheduling**

Vacation shall be scheduled at times requested by the Communications Operator and will be granted or denied subject to the operational needs of the Department. The requests of the Communications Operators shall be by seniority in compliance with existing policy. One (1) Communications Operator per Team shall be allowed vacation at any given time (except in an emergency). It is expressly understood by the Union and the Village that, other than previously stated, the final right to designate vacation periods and the maximum number of Communications Operators 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.

### Vacation Schedule Calendar Creation and Distribution:

After the yearly shift assignments are announced, a vacation schedule calendar will be created for each Communications Team for the forthcoming period of February 1 through January 31 and distributed to each Team. The vacation schedule calendars will be independent of one another.

### Selection Process:

Each selection is limited to up to 2 weeks per pick.

Communications Operators are limited to one of the following vacation blocks:

Thanksgiving Day (3 days prior to and/or after the holiday); or

Christmas Day (3 days prior to and/or after the holiday).

The most senior Communications Operator on each Team will make his/her initial vacation selection on the appropriate Team calendar. Once the selection is made, the Communications Operator will initial the selection on the vacation schedule calendar. Subsequent initial selections by each Communications Operator on each Team will be made in seniority order from most to least senior. A Communications Operator may hold the schedule calendar for a maximum of forty eight (48) hours while determining his/her initial vacation selection. If a Communications Operator has not made an initial vacation selection within the 48 hour limit, the Communications Operator waives the right to an initial selection and the schedule calendar shall be passed to the next eligible Communications Operator. Timely circulation of the vacation schedule calendar shall be the responsibility of the Union.

Once the initial selection is made and the vacation schedule calendar is passed to the next eligible Communications Operator, the selection is considered final for the initial round. If a Communications Operator wishes to add additional time off to an initial selection, it will be considered a new request and the Communications Operator will have to wait until the first round of selections is completed to submit a change request. Initial selections may be modified to remove time off requests at any time. Once each Communications Operator per team has made an initial selection, the first cycle is complete. Additional selections of time off during the fiscal year will be repeated according to the above procedure. Once a Communications Operator has completed all available vacation selections, the Communications Operator will sign the back of the vacation schedule calendar and the request process will be completed for that Communications Operator.

Communications Operators with remaining available selections will continue to make requests based on the process outlined above.

The completed vacation schedule calendar shall be submitted to the Chief of Police / designee no later than 30 days after receipt of shift assignments for approval and scheduling of said vacation requests. Any other initial vacation requests not able to be considered through the vacation schedule calendar process may be submitted to the Chief with the calendar. Additional requests for time off outside the vacation schedule calendar process will be handled in accordance with current practice. In no instance shall Communications Operators be permitted to trade vacation blocks.

Changes to the Final Vacation Selection Calendar:

Qualifying Event Rescissions

Vacation blocks previously scheduled and approved may be rescinded by a Communications Operator due to a qualifying event. A qualifying event is defined as: retirement; other change in employment status; or approved FMLA.

In the event multiple blocks are rescinded due to a qualifying event, each block (minimum 3 days) will be available as a separate block.

The newly available vacation block(s) will be available to the next Communications Operator in seniority order on the respective Team below the Communication Operator rescinding the time [e.g. 4<sup>th</sup> most senior Communications Operator rescinds time, the 5<sup>th</sup> most senior Communications Operator has first choice]. The eligible Communications Operator may only select one block of time. If the eligible Communications Operator passes, the next most senior Communications Operator will have the option to select one of the blocks. The next eligible Communications Operator may rescind time in order to select the newly available time. Any time rescinded by the next eligible Communications Operator will be posted for selection on a first come / first serve basis based on time stamp. Thereafter, a Communications Operator wishing to pick available rescinded time must have available time off in vacation and/or holiday banks to cover the request. In other words, time may be rescinded in order to pick newly available time only once per block made available by a qualifying event.

The process will be repeated for each block of time, moving down in seniority each time [e.g. 3<sup>rd</sup> most senior Communications Operator leaves employment and 3 blocks are rescinded. The 4<sup>th</sup> most senior may pick one block, followed by the 5<sup>th</sup> most senior, etc.] Once the seniority list is exhausted through the least senior Communications Operator, any remaining available vacation blocks will be on a first come / first serve basis based on time stamp, with ties broken in favor of the more/most senior Communications Operator.

'First come / first serve' vacation block(s) will be announced by the Shift Leader to all Communications Operators three (3) days prior to the start of the selection process. The selection process will begin at 1800 hours 3 days after announcement.

Approved requests will be placed on the schedule by the Shift Leader.

Single Block Rescissions

A single vacation block may be rescinded by a Communications Operator when a qualifying event does not apply. A single vacation block will be announced by the Shift Leader to all Communications Operators three (3) days prior to the start of the selection process. The selection process for a single vacation block will begin at 1800 hours 3 days after announcement and will be on a first come / first serve basis based on time stamp, with ties broken in favor of the more/most senior Communications Operator.

Approved requests will be placed on the schedule by the Shift Leader.

### **Section 3. Limitation on Accumulation of Annual Vacation**

Up to forty (40) hours of unused vacation time may be carried over annually. Communications Operators cannot receive pay-in-lieu compensation for unused vacation time above the carry-over limit; unused time will be forfeited. Upon request by a Communications Operator, the Chief of Police has discretion to review on a case-by-case basis, the circumstances resulting in a possible forfeiture of unused vacation time.

### **Section 4. Pay For Earned but Unused Vacation**

If at time of separation (except for termination for just cause) a Communications Operator has earned but unused vacation time, said vacation time shall be paid at the Communications Operator'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 Communications Operator or to the Communications Operator'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.

Communications Operators with less than twelve (12) months of continuous service at termination shall not receive any vacation pay.

## **ARTICLE XIII LEAVES OF ABSENCE**

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

Communications Operators 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. Communications Operators should be prepared to present proof of illness and release to return to full duty when an absence from work extends to more than three (3) consecutive working days.
- (b) An illness, injury, or medical appointment of the employee'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 Communications Operator'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) 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

Communications Operators are granted one (1) day (eight (8) hours) per month sick leave. There is no limit on the amount of sick leave a Communications Operator may accrue.

Should sick leave benefits be exhausted in the case of a prolonged personal illness, a Communications Operator may utilize accrued vacation leave in lieu of sick leave if he/she

so desires. If sick leave benefits are exhausted and the Communications Operator is still unable to return to work, application may be made to the respective pension plan for disability benefits.

Sick leave pay shall not be considered a right which a Communications Operator shall use at his/her discretion, but shall be allowed as a privilege in such cases as outlined above. Any Communications Operator who has fraudulently used their sick leave compensation from the Village will be subject to disciplinary action, including dismissal.

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

Part time Communications Operators are not eligible to accrue sick leave or for paid sick leave benefits.

### **Sick Leave Buyback Program**

Communications Operators are provided with a plan for utilizing unused sick leave. Sick time used during the year is deducted from the maximum time a Communications Operator 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 Communications Operator's previously banked time. Only after exhausting the current period's accrual is sick time deducted from the Communications Operator's previously banked sick time. The maximum amount of sick time a Communications Operator can accrue during this 12 month period is ninety-six (96) hours. Each November, a Communications Operator must bank at least forty (40) hours of sick time if available. Unused sick time, in excess of the 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 seven (7) days (fifty six (56) hours). Sick days taken as "pay in lieu" will be paid in December of each respective year.
- (c) A maximum of four (4) days (thirty two (32) 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.

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

A Communications Operator 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 Communications Operator 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.

Part time Communications Operators are not eligible for paid funeral / bereavement leave.

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

Communications Operators 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, as amended.

### **Section 4. 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, as amended.

### **Section 5. Sick Leave Donation**

Communications Operators may contribute unused sick leave from their personal sick leave banks (first-in/first-out) to other department members 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 department member to be off work for more than 30 days. This section shall not be subject to the grievance arbitration procedure in the Agreement.

### **Section 6. Family and Medical Leave**

Communications Operators shall be covered by Family Medical Leave Act of 1993, as amended (FMLA), in accordance with the policy set forth in the Village of Gurnee Personnel Policy Manual, as amended. Sick time, followed by any other paid time off option (vacation, personal days, compensatory time, and holiday) shall be used in place of any unpaid leave. Part time Communications Operators shall be covered by the FMLA unpaid leave provisions.

## **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 Communications Operators is substantially the same as was available on the date of ratification of this Agreement.

Effective January 1, 2017, the Communications Operator's portion of the premium shall be 22% for the PPO option and 12% for the HRA/PPO option.

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.

Any Communications Operator who meets the IMRF requirements for retirement will be allowed as an option to stay on the Village group plan at the Communications Operators expense in accordance with Public Act 86-1444.

## **Section 2. Life Insurance**

The Village will provide term life insurance to all full time Communications Operators in the amount of one times (1x) the Communications Operator'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 Communications Operator'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 or for other reason as defined by the respective plan document. 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 Communications Operator 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 Communications Operator 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 Communications Operator shall reimburse the Village, or its designee, to the extent of such benefit paid by it, provided that in no event shall the covered Communications Operator 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 Communications Operator 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 full time Communications Operator of the Village shall be employed in other occupations without the approval of the Chief of Police. Communications Operators 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 Communications Operators 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 Communications Operator's prescription eyeglasses, uniforms, or police equipment if such are damaged or broken as the result of the employee's performance of duty, unless it is shown that the Communications Operator was negligent. Such claim shall be documented by the employee to the appropriate supervisor.

### **Section 4. Uniforms**

A modified quartermaster system with respect to the provisions of uniform and related equipment shall be in effect for the term of this Agreement.

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

The Village agrees to allow a Communications Operator 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 Communications Operators, 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 Communications Operator's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, the Communications Operator to 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 Communications Operator as a result of said Communications Operator's exposure to contagious diseases where said Communications Operator 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. Disciplinary Meetings**

In any meeting called by command or supervisory personnel, in which a Communications Operator reasonably believes that discipline will result from the meeting, the Communications Operator may request that a Council representative be present.

## **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 Communications Operators may apply as set forth in the posting. The Communications Operator'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. Posted overtime will be made available to part time Communications Operators first.

## **Section 14. Indemnification**

The Village will provide liability coverage for Communications Operators operating within the scope of their employment.

## **Section 15. Living Radius**

Communications Operators shall not be subject to a living radius.

## **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, 2020, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2024. 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

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Village President

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

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ATTEST:

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Village Clerk  
Date: \_\_\_\_\_

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ILLINOIS COUNCIL OF  
POLICE

Richard L. Bond

Al Gau

VILLAGE OF GURNEE

Kurt Frank  
Village President

Date: 9/14/20

ATTEST:

Anita Hoss  
Village Clerk  
Date: 9/14/2020

## APPENDIX B

### **Village of Gurnee Communications Operators 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 Communications Operators (“the Communications Operators”) 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 Communications Operator 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 Communications Operators so that police services are delivered safely, efficiently, and effectively.

#### B. Employee and Management Responsibilities.

All Communications Operators 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 Communications Operator about this policy.

Communications Operators 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 Communications Operator 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 Communications Operator tested upon written request and, where applicable, to the Communications Operator’s Union representative upon written direction by the Communications Operator. The Village will not release individual test

results to any other party absent a specific written consent of the Communications Operator 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 Communications Operator 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 Communications Operator. EAP personnel will release information to Village administrative personnel only on a need-to-know basis subject to advance notice to the Communications Operator. In any case where the Communications Operator raises a claim against the Village or the Department involving the quality of care or services rendered by the EAP, the Communications Operator 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 Communications Operator'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 Communications Operator 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. Communications Operators 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 Communications Operators are required to report their supervisor any known adverse side effects of medication or prescription drugs that the Communications Operator may be taking that will impair their ability to safely and completely perform their duties. Communications Operators 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 Communications Operators 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 Communications Operators 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 Communications Operator 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 Communications Operators 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 Communications Operator after he/she has been notified to submit to a drug or alcohol test under this policy. Nor can a Communications Operator become a volunteer when subject to disciplinary action in order to avoid imminent discipline.

Voluntary participation in the EAP will not adversely impact a Communications Operator's employment or promotional opportunities at the Village. However, Communications Operators who do not make a commitment to overcome their drug and/or alcohol problems may experience work performance problems as a result. Accordingly, a Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator's length of service; and the Communications Operator's overall work record.

III. Provisions for Drug and Alcohol Testing.

A. General Conditions.

1. Persons Subject to Testing.

All Communications Operators 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 substances: cocaine; opiates; amphetamines; phencyclidine; barbiturates; benzodiazepine; methadone; methaqualone; and propoxyphene.
- All Communications Operators are required to report for duty and to perform work responsibilities without being under the influence of alcohol, marijuana, drugs, controlled substances, or other intoxicants. No Communications Operator may manufacture, distribute, dispense, possess, use, or be under the influence of or impaired by alcohol, drugs, marijuana/cannabis, controlled substances, or other intoxicant while on Village premises or while conducting Village business off Village premises. This includes medical cannabis as defined by the Illinois Compassionate Use of Medical Cannabis Pilot Program, as amended and adult recreational cannabis use as defined by the Cannabis Regulations and Tax Act, as amended. "Controlled substances" means 1) a drug, substance, or immediate precursor in the Schedules of Article II of the Illinois Controlled Substances Act, as amended; or 2) a drug or other substance, or immediate precursor, designated as a controlled substance by the Illinois Department of Human Services or its successor agency, through administrative rule, as amended. A Communications Operator shall not knowingly accept relief from or permit another Communications Operator to work who is under the influence in violation of this policy.

3. Alcohol Rule -- Required Hours of Compliance.

All Communications Operators 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 Communications Operator undergoes a post-accident test. Additionally:

- The Village prohibits the use or possession of alcohol intoxicants on its property at any time.
- Communications Operators, while in uniform, shall not partake of alcohol intoxicants in a public place.

- A Communications Operator shall not knowingly accept relief from or permit another Communications Operator to work who is under the influence in violation of this policy.

B. Detection.

1. Circumstances for Testing.

a. Reasonable Suspicion.

All Communications Operators 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 Communications Operator has used a prohibited drug or misused alcohol contrary to the terms of this policy. Prior to sending the Communications Operator to undergo a reasonable suspicion test, the request will be made in writing to the Communications Operator 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.

A Communications Operator may be considered to be impaired by the use of cannabis and subject to reasonable suspicion testing if the Department supervisor has a good faith belief that the Communications Operator manifests specific, articulable symptoms while working that decrease or lessen the Communication Operator's performance of the duties or tasks.

b. Post-Accident (While on Duty)

Effective upon the date of ratification by the Village, all Communications Operators 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 Communications Operator 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.      Return to Duty.

Before any Communications Operator 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 Communications Operator will be required to:

- Be evaluated by a substance abuse professional ("SAP") designated by the Village to determine whether the Communications Operator 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 Communications Operator 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 Communications Operator will be subject to and required to pass another drug test.

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

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

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

d.      Follow-Up.

A Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator shall submit to drug testing through urine analysis. At the time specimens are collected, the Communications Operator will be given written instructions setting forth his/her responsibilities. The Communications Operator'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 Communications Operator 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 Communications Operator. 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)*
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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 Communications Operator who has a verified positive test that the Communications Operator has seventy-two (72) hours within which to request a test of the split specimen. If the Communications Operator 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 Communications Operator.

If the Communications Operator has not contacted the MRO within seventy-two (72) hours of being notified of a verified positive drug test, the Communications Operator 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 Communications Operator from contacting the MRO in time. If the MRO concludes that there is a legitimate explanation for the Communications Operator’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 Communications Operator directly, the MRO will contact a designated Department representative who will direct the Communications Operator to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Department representative is unable to contact the Communications Operator, the Communications Operator 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 Communications Operator shall submit to breath alcohol testing through the use of an evidential breath testing device ("EBT"). Upon arrival at the collection site, the Communications Operator'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 Communications Operator after which the Communications Operator and a breath alcohol technician ("BAT") designated by the Village will complete, date, and sign the alcohol testing form.

The BAT will inform the Communications Operator of the need to conduct a screening test. The BAT and the Communications Operator will read the sequential test number displayed by the EBT. The BAT will open an individually sealed, disposable mouthpiece in view of the Communications Operator and attach it to the EBT. The BAT will instruct the Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator will be instructed not to eat, drink, or put any object or substance in his/her mouth. The BAT will instruct the Communications Operator not to belch to the extent possible while awaiting the confirmation test. The BAT will inform the

Communications Operator that the test will be conducted at the end of the waiting period, even if the Communications Operator 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 Communications Operator will sign and date the certification statement, which includes a notice that the Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator also will be assessed by a substance abuse professional ("SAP") designated by the Village who will determine what assistance, if any, the Communications Operator needs in resolving problems associated with prohibited drug use or alcohol misuse.

The SAP will carry out the following responsibilities:

- Evaluate whether a Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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 Communications Operator 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. If a Communications Operator is disciplined on the basis of being found under the influence or impaired by cannabis, the employee will have a reasonable opportunity to contest the basis of the discipline.

B. Post-Accident.

Any Communications Operator 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. Return to Duty.

Any Communications Operator 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.

D. Follow-Up.

Any Communications Operator 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.

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

Any Communications Operator 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.

F. Inability to Provide Adequate Amount of Urine Specimen or Breath.

Any Communications Operator 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 Communications Operator who cannot provide an adequate specimen within the three (3) hour period, a Village-designated MRO shall refer the Communications Operator for a medical evaluation to develop pertinent information concerning whether the Communications Operator'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 Communications Operator will be subject to discipline, up to and including discharge.

Any Communications Operator 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 Communications Operator's medical ability to provide an adequate amount of breath. If the physician concludes that a medical condition has or could have precluded the Communications Operator from providing an adequate amount of breath, the Communications Operators 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 Communications Operator's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and the Communications Operator will be subject to discipline, up to and including discharge.

G. Urine Specimen Alteration.

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

H. Unsatisfactory Employee Assistance Program Participation.

Any Communications Operator 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.

I. Conviction for a Violation of a Criminal Drug Statute.

A Communications Operator 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 Communications Operator 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 Communications Operator is suspected of drug or alcohol use by action, appearance, or conduct while on-duty. This document should be completed prior to sending the Communications Operator for a test and a copy provided the Communications Operator.

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 \_\_\_\_\_

**APPENDIX C**  
**Annual Wage Schedule**

Full Time Communications Operator Wage Scale Effective May 1, 2020 to April 30, 2021:

Step	Hourly	Biweekly	Annual
A	\$27.6685	\$2213.48	\$57,550.48
B	\$29.0519	\$2324.15	\$60,427.90
C	\$30.5050	\$2440.40	\$63,450.40
D	\$32.0302	\$2562.42	\$66,622.92
E	\$33.6320	\$2690.56	\$69,954.56
F	\$35.3130	\$2825.04	\$73,451.04
G	\$37.0790	\$2966.32	\$77,124.32
H	\$38.9331	\$3114.65	\$80,980.90

Part Time Communications Operator Wage Scale Effective May 1, 2020 to April 30, 2021

Step	Hourly
A	\$27.6685
B	\$29.0519
C	\$30.5050
D	\$32.0302
E	\$33.6320
F	\$35.3130
G	\$37.0790
H	\$38.9331