

AGREEMENT

between the

VILLAGE OF GURNEE

and the

GURNEE FIRE FIGHTERS UNION

I.A.F.F. LOCAL 3598

May 1, 2018

to

April 30, 2022

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## ARTICLE 1 - PREAMBLE

This Agreement is made and entered into by and between the Village of Gurnee, (hereinafter referred to as the "Village") and the Gurnee Fire Fighters Union, Local No. 3598, of the International Association of Fire Fighters, AFL-CIO, and CLC, (hereinafter referred to as the "Union").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Village and the Union, to set forth the entire Agreement with respect to wages, hours and other terms and conditions of employment; to encourage and improve efficiency and productivity in an economical manner; and to provide for the equitable and peaceful adjustments of differences which may arise between the parties.

## ARTICLE 2 - RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining representative for all Firefighter/Paramedics and Fire Lieutenants that are full-time civil service classified employees employed by the Village of Gurnee, Gurnee Fire Department (hereinafter referred to as "employees"), but excluding all other employees including Fire Captains, Fire Marshals, Administrative Officers, Deputy Fire Chief, Fire Chief, Civilian Fire Inspectors, Contractual Firefighters, and Paid-On-Call Firefighters working for the Village of Gurnee, Gurnee Fire Department, and all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

## ARTICLE 3 - UNION SECURITY

### *Section 3.1 Dues Check-Off*

During the term of this Agreement the Village will deduct each pay period from each employee's paycheck the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form, and shall forward such amount to the Union once each month.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee 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 at the address designated by the Union.

If an employee 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 employee any amounts paid to the Union in error on account of this dues deduction provision.

### *Section 3.2 Fair Share*

During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) after the effective date of this Agreement whichever is later, pay fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provide the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Union. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of fair share fee. The amount of fair share shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of share fair fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of fair share fee.

3. Place the amount reasonable in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

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

### *Section 3.3 Indemnification*

The Union shall indemnify and hold harmless the Village against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Village for the purpose of complying with the provisions of this article or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

In the event of any legal action against the Village brought in a court or administrative agency because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel provided the Village gives notice of the action in writing to the Union.

## ARTICLE 4 - NO DISCRIMINATION

### *Section 4.1 Non Discrimination*

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of any status or class protected by federal, state, or local law, as amended. Any dispute concerning the interpretation and application of this paragraph, with the exception of a dispute concerning Union membership, shall be processed through the grievance procedure.

### *Section 4.2 Gender*

All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

## ARTICLE 5 - HOURS OF DUTY

### *Section 5.1 Platoon Duty Shift and Straight Time Hourly Rate*

Employees shall be assigned to regular platoon duty shifts, which shall be twenty-four (24) consecutive hours on duty, starting at 0800 hours and ending the following 0800 hours. The twenty-four (24) hour shift day shall begin promptly at 0800 hours and employees are expected to be on time and in the proper work uniform. The on-duty tour of duty shall be followed by forty-eight (48) consecutive hours off-duty, except in cases of emergency (i.e., fire, rescue calls, shift replacement). A Kelly day (i.e. what would otherwise be a twenty-four (24) hour duty day) shall be scheduled off every eighteenth (18<sup>th</sup>) duty day. The amounts set forth on the salary schedule represent a fixed annual amount to be received for regular tours of duty and paid leaves. 2640 annual hours shall be used to determine the straight time hourly rate for overtime purposes. Kelly days may be traded between employees on the same twenty-four (24) hour shift. Kelly days may not be cancelled.

Active employees will receive an additional 120 hours (5 shifts) of Kelly Float time for use during the fiscal year subject to the following terms:

- a) Kelly Float time can be taken as time off at any time during the fiscal year with the Fire Chief's or designee's prior approval.
- b) An employee may not request pay in lieu for any Kelly Float time.

- c) No unused Kelly Float time shall be eligible for carryover from one fiscal year into the next fiscal year. Unused Kelly Float time is forfeited at the end of the fiscal year.
- d) An employee forfeits unused Kelly Float time upon separation from employment for any reason.
- e) Kelly Float time will be pro-rated for new employees as follows: Employees hired between May 1 and July 31 will receive 120 hours; employees hired between August 1 and September 30 will receive 96 hours; employees hired between October 1 and November 30 will receive 72 hours; employees hired between December 1 and January 31 will receive 48 hours; employees hired between February 1 and March 30 will receive 24 hours; employees hired between April 1 and April 30 will not receive any Kelly Float hours for the current fiscal year.

*Section 5.2 Normal Business Day*

For the purpose of this agreement, 0800 hours to 1700 hours is to be considered the normal business day. It is the responsibility and duty of the employee to complete the assignment(s). The times for rest breaks (15 minutes per each one-half of the normal business day) and lunch period (one hour per normal business day) shall be based on organizing and standardizing the normal business day with the understanding that they may be altered due to circumstances beyond control (for example: fire, rescue calls, etc.). At the employee's option physical fitness time will begin at 1600 hours.

Assignments include, but are not limited to: shift briefing of the day's activities by the shift commander or station officer; inspections of administrative, support, suppression, EMS apparatus, and equipment; training; assigned work schedule; pre-plans; work in assigned areas of responsibility; special events; work assignments; and public education assignments. It is the responsibility and duty of the employee to complete the assignment(s). Stand at ready time will begin at 1700 hours on all days except for Sundays and Holidays listed in Section 7.2b when stand at ready time will begin at 0900 hours.

**ARTICLE 6 - WAGES AND RATES OF PAY**

*Section 6.1 Annual Salary Schedule*

Firefighter Paramedic Pay Scale

Step	Time in Step	5/1/2018
START	12 months	\$68,488.15
A	12 months	\$71,912.09
B	12 months	\$75,506.90
C	12 months	\$79,284.20
D	12 months	\$83,247.15
E	12 months	\$87,409.45
F	12 months	\$91,781.66
G	12 months	\$96,370.11
H	Thereafter	\$101,191.67

Fire Lieutenant Pay Scale

Step	Time in Step	5/1/2018
START	12 months from FF-E	\$89,098.21
A	12 months from FF-F	\$93,554.81
B	12 months from FF-G	\$98,231.86
C	12 months from FF-H	\$103,143.09
D	12 months	\$108,302.19
E	12 months	\$113,716.56
F	Thereafter	\$119,405.18

The cost of living adjustment is 2.25% effective May 1<sup>st</sup> of 2019, 2020, and 2021 while maintaining an 18% differential between top Firefighter Paramedic pay and top Fire Lieutenant pay.

For the final three years of this agreement, in addition to the 2.25% cost of living adjustment, a market adjustment may be applied to place the top base salary (plus paramedic stipend) of Gurnee Firefighter Paramedics at the third [top] quartile salary figure among comparable fire departments as listed in Appendix B of this agreement.

The third quartile salary figure of the comparables shall be calculated based on the most currently available top base salary plus paramedic stipend that will be effective as of August 1, 2019 [for market adjustment effective May 1, 2019]; August 1, 2020 [for market adjustment effective May 1, 2020]; and August 1, 2021 [for market adjustment effective May 1, 2021]. If there is not a settled salary for a comparable by March 1<sup>st</sup>, the last known top base salary plus paramedic stipend will be increased by the annual average index of the Chicago-Gary-Kenosha Metropolitan Statistical Area Consumer Price Index-All Urban Consumers, All Items, Not Seasonally Adjusted for the 12 months January through December of the respective calendar year preceding the Village's fiscal year. The percentage difference between the top Gurnee Firefighter Paramedic base salary plus paramedic stipend and the third quartile salary figure shall be calculated. If Gurnee's salary is below the third quartile, the resulting percentage difference (market adjustment) shall then be applied to all base salary steps to bring the Gurnee salary to the third quartile salary figure. If Gurnee's salary is at or above the top [third] quartile salary figure after application of the cost of living adjustment, no market adjustment shall be applied. The annual wage matrix for years 2019, 2020, and 2021 will be updated and placed in Appendix C.

### *Section 6.2 Longevity Pay*

The Village provides a longevity pay plan to recognize an employee's time of service to the Village. Longevity will be recognized for payroll purposes in the following manner.

An employee will become eligible for longevity pay as follows:

- \$100 in longevity pay on the December 31<sup>st</sup> following his/her 8<sup>th</sup> and 9<sup>th</sup> anniversary of full-time employment;
- \$200 in longevity pay on the December 31<sup>st</sup> following his/her 10<sup>th</sup> and 11<sup>th</sup> anniversary of full-time employment;
- \$400 in longevity pay on the December 31<sup>st</sup> following his/her 12<sup>th</sup> and 13<sup>th</sup> anniversary of full-time employment;
- \$600 in longevity pay on the December 31<sup>st</sup> following his/her 14<sup>th</sup> and 15<sup>th</sup> anniversary of full-time employment;
- \$800 in longevity pay on the December 31<sup>st</sup> following his/her 16<sup>th</sup> and 17<sup>th</sup> anniversary of full-time employment;
- \$1,000 in longevity pay on the December 31<sup>st</sup> following his/her 18<sup>th</sup> and 19<sup>th</sup> anniversary of full-time employment; and
- \$1,200 in longevity pay on the December 31<sup>st</sup> following his/her 20<sup>th</sup> anniversary of full-time employment and each anniversary thereafter of full-time employment.

Longevity pay will be calculated through December 31<sup>st</sup> of each calendar year and paid in December. Employees must be working his/her regular full-time schedule and be actively employed at the time longevity is paid. Employees on inactive status or on leave are not eligible for longevity pay. The maximum amount of longevity pay an employee will receive in any calendar year is \$1,200. A separate check will be prepared for the longevity pay. Fire pension contribution is deducted from the check and is included as part of the employee's salary.

### *Section 6.3 Overtime*

For the purpose of overtime calculations, an employee shall be paid one and one-half (1 ½) times the employee's straight time hourly rate for all hours worked outside of the employee's regularly scheduled hours during a pay period. A pay period is defined as the regular bi-weekly pay period of the Village for employees in the positions of Firefighter/Paramedic and Lieutenant. Sick time or suspension hours during a pay period will not count as time worked for the purpose of computing overtime. Any hours worked outside of the regularly scheduled hours during the same pay period will be reduced by the amount of sick time or suspension hours.

Overtime shall not be paid more than once for the same hours under any provision of this Article or Agreement. The employee's annual hours are 2640 for the purposes of determining the hourly rate of pay.



*Section 6.4 Paramedic Recertification Pay*

An employee who has recertified as an EMT-P in accordance with the requirements of the Illinois Department of Public Health while employed as a member of the Gurnee Fire Department shall receive paramedic recertification pay in the amount of 0.5%. Effective May 1, 2010, an eligible employee's base salary step will be adjusted accordingly.

ARTICLE 7 – PAID LEAVE OF ABSENCE

*Section 7.1 Vacation Leave*

Vacation Eligibility

- a) In order to be eligible for a paid vacation, an employee must have been continuously employed for one (1) year as of his/her anniversary date of hire and have completed his/her probationary period.
- b) Vacation allowance shall be earned based on the following schedule:

<u>Length of Continuous Service</u>	<u>No. of Shift Days of Vacation Per Year</u>
After 1 year to 5 years	5 shifts
6 years to 10 years	7 shifts
11 years to 12 years	8 shifts
13 years	9 shifts
14 years to 19 years	10 shifts
20 years to 24 years	12 shifts
* 25 years or more	13 shifts

\*The additional shift of vacation at 25 years or more of service shall apply only to shift personnel.

Vacation Pay Vacation pay shall be paid at the employee's straight time hourly rate of pay.

Limitation on Accumulation of Annual Vacation Annual vacation shifts are to be taken within the twelve (12) month period after completion of the year in which earned unless written authorization extending this period is obtained from the Fire Chief and Village Administrator. In no event shall the maximum vacation carryover exceed two and one half (2 ½) shift days. Any vacation not used or carried over shall be lost.

Pay For Earned, But Unused, Vacation An employee who voluntarily resigns and has earned but unused vacation time, said vacation time shall be paid at the employee's straight time hourly rate of pay at the time of termination. Employees with less than twelve (12) months of continuous service at termination shall not receive any vacation pay.

*Section 7.2 Holidays*

Employees will be compensated for 96 hours of holiday time by separate check with the first paycheck in November, with all applicable deductions withheld. Holiday compensation for new employees shall be pro-rated as applicable. The Village designates the following days as compensable holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.

Premium holiday pay provision: employees working on Memorial Day, Fourth of July, Thanksgiving Day, and Christmas Day are eligible for premium holiday pay of an additional one-half the normal straight time hourly rate of pay for all hours worked as recorded on fire department pay sheets. Employees working duty trades of six (6) or less hours are not eligible for premium holiday pay. For purposes of this pay provision, the holiday is the 24 hour time period starting at 0800 hours on the day of the holiday.

*Section 7.3 Sick Leave*

All employees are eligible for sick leave pay. Sick leave pay will be disbursed for the specific purpose of covering time lost for any of the following purposes:

- a) Any bona-fide personal illness which results in time away from work. Employees should be prepared to present proof of illness from a health care provider and a release to return to full duty when an absence from work extends to more than three (3) calendar 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 employee's absence from work is required. If requested by a supervisor, written verification is required from a health care provider. A maximum leave of three (3) shifts may be authorized in this situation. The Fire Chief may grant additional leave for this purpose.
- c) Medical, dental, or optical examinations.

Employees on a twenty-four hour shift are granted six (6) shifts per year of sick leave. There is no limit on the amount of sick leave an employee may accrue. Should sick leave benefits be exhausted in the case of prolonged personal illness, an employee will be required to utilize accrued paid leave benefits.

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

Employees are not eligible for compensation for any unused accumulated sick leave when employment with the Village is terminated.

#### *Section 7.4 Bereavement Leave*

An employee will be granted paid bereavement leave up to a maximum of two (2) shift days for the death of an immediate family member. "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. Bereavement leave for certain extended family members not covered above such as an uncle, aunt, step-children and step-parent or grandparent of a spouse may be granted at the discretion of the Fire Chief or his/her designee. An employee who needs to utilize bereavement leave must notify the Fire Chief or his/her designee as soon as possible.

#### *Section 7.5 Jury Duty*

Employees whose service on a jury which causes the loss of regularly scheduled work, shall receive full pay for such time lost. In order to receive full pay, the employee must provide documentation of the date(s) of service to his/her supervisor or the Fire Chief. In the event the jury duty does not require the employee's presence for the entire shift, the employee is required to return to work to complete the remainder of his/her shift. In the event the jury duty requires an extended leave the maximum number compensable work days is ten (10) shift days.

#### *Section 7.6 Time-off and Shift Changes*

All employee that change shifts at the request of the department, shall have the ability to schedule and take time off on the shift immediately before or after any vacation and/or personal days that were previously scheduled by the employee prior to the shift change notice being received, regardless of availability on the time off calendar. For example, if an employee has a day off scheduled on Tuesday based on the old shift and the employee's new shift is Monday, the employee can either take off Monday or Thursday. The employee's vacation or personal time will be used for all days requested.

This section shall not apply to days off requested on the eight holidays listed in Section 7.2.

#### *Section 7.7 Procedure for Time-off Scheduling and Staffing / Same Day Requests*

The following will constitute the Fire Department's procedure concerning time-off scheduling and staffing. Vacation requests will be considered only after all Kelly days have been assigned. Primary vacation request scheduling will begin prior to April 1<sup>st</sup> each year. Each shift will schedule primary vacation requests by seniority. Primary vacation leave may be taken no earlier than May 1<sup>st</sup> of that year and may not go beyond April 30<sup>th</sup> of the next year. Vacation requests will be approved based on the 4 time-off slots

allotted to each shift, however, no more than 3 slots can be filled by Officers. All other time-off requests (secondary requests) submitted during the fiscal year will be approved by seniority on a first come first serve basis as space is available on the allotted slots per shift. The exception to the secondary requests is cancellation of a day off for any of the eight holidays listed in Section 7.2. These day off requests will be approved by seniority of the remaining personnel not initially offered the day and shall be managed by the Union. Scheduling of secondary requests for holidays shall not be subject to the grievance procedure.

Time-off requests and cancellations will be submitted a minimum of twenty four (24) hours prior to the start of the shift being requested off. Hire back situations will occur any time staffing falls below the provisions outlined in Section 14.11. Officers and firefighters will be hired back in accordance with Section 9.5 until Section 14.11 has been met. Additional slots can be allowed at the Chief's discretion. If time-off slots are available prior to the beginning of a shift, time-off requests may be approved by the Chief or his designee on a first come first served basis. The employee must be present in the building to make any request. The request will be granted only at such time so as not to cause overtime.

With regard to vacation scheduling, and consistent with operational needs of the Fire Department, vacation may be scheduled at times requested by the employee. The request of the employee shall be by seniority in compliance with existing policy. The final right to approve vacation requests is exclusively reserved by the Fire Chief in order to ensure the orderly performance of the services provided by the Village. Vacation requests must be in increments of either half shift days (12 hours) or full shift days (24 hours).

## ARTICLE 8 UNPAID LEAVE OF ABSENCE

### *Section 8.1 Personal Leave*

All employees with more than one (1) year of continuous, full-time employment are eligible to request an unpaid personal leave of absence of up to one (1) month duration. Employees in need of a leave of absence for personal reasons must submit a written request with dates of leave and explanation of circumstances necessitating absence to the Fire Chief. Each request must specify the date on which the employee will return to work. The request will then be reviewed by the Fire Chief, the Director of Human Resources, and the Village Administrator and a final determination will be made by the Village Administrator. If granted, the employee will be placed in non-pay status during the period of the leave, but will not lose credit toward seniority, vacation, sick leave, and the Village will continue insurance coverage as set forth in this Agreement.

When an employee returns from approved leave of absence, he/she will be reinstated in his/her position with full benefits. An employee who fails to return to work on the date specified in the original leave request will be considered to have voluntarily resigned from his/her employment with the Village.

### *Section 8.2 Disability Leave*

Off-the-Job Disability Leave In all cases in which an employee seeks a leave for a medical condition not associated with a work-related injury, after exhaustion of eligible sick or family leave time, the employee must inform his/her department head of their medical condition upon confirmation and present a written statement, signed by a licensed physician, explaining the condition of the employee and the related work limitations. The Fire Chief will review the possibility of a special work assignment as a reasonable accommodation to the employee. If a special work assignment is not feasible, an unpaid leave of absence may be granted for the period he/she is medically unable to work by the Village Administrator. The employee on unpaid off-the-job disability leave may continue as a member of the Village's group health insurance, dental insurance, and life insurance plans if they assume the payment of the respective monthly premiums.

Employees returning from disability leave must present medical documentation, signed by the attending physician, of his/her ability to resume work. A returning employee will be given his/her same or a substantially equivalent job for which he/she is qualified, if there is an appropriate vacancy. If a vacancy does not exist at that time, he/she may be continued on leave and will be offered the first appropriate vacancy for which he/she is qualified. Those returning from a disability leave will not be entitled to a shift preference. An employee who fails to return to work on the date specified in the original leave will be considered to have voluntarily resigned from his/her employment with the Village.

### *Section 8.3 Military Leave*

Military leave of absence for eligible employees shall be provided in accordance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as amended; applicable federal or Illinois state law, as amended; and the policy set forth in the Village of Gurnee Personnel Policy Manual – Full Time Employees, as amended.

### *Section 8.4 Family and Medical Leave Act*

Eligible employees may take family and/or medical leave for qualifying reasons as defined by the Family and Medical Leave Act (FMLA), as amended. Any such leave taken shall be in accordance with the FMLA and Village practice.

## ARTICLE 9 - SENIORITY RIGHTS

### *Section 9.1 Definitions*

**Seniority:** means an employee's length of continuous service as a full-time civil service classified employee with the Fire Department, since the employee's last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list, from which they were hired.

**Seniority in Rank:** means an employee's length of continuous service in current rank based on date of promotion. If more than one person is promoted on the same day they shall be placed on the list according to their rank on the promotional eligibility list.

### *Section 9.2 Probation Period*

All new employees shall be considered probationary employees until they have completed a probationary period of twelve (12) months. The Village may extend an employee's probationary period upon mutual written Agreement of the Village, the employee involved, and the Union. During an employee's probationary period the employee may be discharged without cause at the sole discretion of the Village. A probationary employee shall have no recourse to the grievance procedure or to the Civil Service Commission to contest his/her discharge. There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his/her date of hire.

### *Section 9.3 Breaks in Continuous Service*

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, and layoff for a period in excess of 24 months.

### *Section 9.4 Seniority Lists*

On or before January 1 each year, the Village will provide the Union with seniority in rank lists setting forth each employee'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 Fire Chief in writing by certified mail within fourteen (14) calendar days after the Union's receipt of the list.

### *Section 9.5 Overtime Distribution for Shifts of 8 Hours or More*

For shift openings of eight (8) or more hours, overtime will be distributed through a rotating seniority system. Anytime overtime becomes available the shift that precedes the day of the opening will be offered the overtime first, followed by the other non-duty shift. Six (6) lists will be kept, one (1) for each shift ranking all the Firefighter/Paramedics in order of seniority and one (1) for each shift ranking all Lieutenants in order of Seniority in rank. These lists will be known as Overtime lists. These lists will be used when an opening occurs to assist the Shift Commander in offering overtime. The most senior employee on the appropriate list will be offered the overtime position first and then continuing through the list until a employee accepts the overtime position. The next time that overtime becomes available the Shift Commander would start offering the position to the employee that immediately follows the last employee that accepted the overtime and proceeds through the list returning to the beginning any time the last person on the list either accepts or denies an overtime position. In the event that an entire shift rejects an overtime position, the position is then offered to the other non-duty shift through the use of their list. In the event that all off duty employees reject taking the overtime position, six (6) additional lists, one (1) per shift per rank will also be in place ranking all employees in reverse seniority

and reverse seniority in rank. These lists will be known as the Force Back lists. The employee who is on the top of the appropriate list will be held over to cover the overtime position and then his/her name would fall to the bottom of this list.

### *Section 9.6 Lay-offs and Re-call*

Layoff: The Village, in its sole discretion, shall determine whether layoffs are necessary. In the event it becomes necessary to lay off employees, employees shall be laid-off in the inverse order of their seniority. Except in an emergency, no layoff will occur without at least seven (7) calendar days' notification to the Union. The Village agrees to afford the Union the opportunity to discuss alternatives through a labor management meeting, provided such process will not be used to delay the layoffs.

Recall: Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees 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 which they are recalled without further training.

Employees who are eligible for recall shall be given a minimum of twenty-one (21) days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Fire Chief or his designee of his/her intention to return to work within five (5) 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 employee, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. An employee who fails to timely respond to a recall notice shall have his/her name removed from the recall list and be terminated unless within twenty-one (21) days after receipt of notice the employee can demonstrate just cause for not responding.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### *Section 10.1 Definition*

A "grievance" is defined as a dispute raised by an employee and/or the Union against the Village involving an alleged violation of an express provision of this Agreement. For any dispute concerning a matter or issue subject to the jurisdiction of the Gurnee Civil Service Commission, the employee will have two options for proceeding with the grievance: 1) submitting the grievance to the grievance / arbitration procedure; or 2) submitting the grievance to the Gurnee Civil Service Commission. The employee must make an election in writing. Such election shall be irrevocable and shall constitute a complete waiver of any other right of action against the Village of Gurnee. Once an election to proceed through the grievance procedure is made, the employee and Union shall waive any right to proceed before the Gurnee Civil Service Commission. However, notwithstanding the above, an employee may grieve an oral or written reprimand and/or warning only through step 3 of the grievance procedure.

### *Section 10.2 Procedure, Steps and Time Limits*

STEP 1 The employee, with or without a Union representative (or the Union Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing with the Shift Commander or his designee within seven (7) calendar days of its occurrence; if at that time the employee or Union Steward is unaware of the grievance, the employee or Union Steward shall take it up within seven (7) calendar days of his knowledge of its occurrence. The Shift Commander or his designee shall then attempt to adjust the matter and shall respond in writing to the employee and/or the Union Steward within seven (7) calendar days.

STEP 2 If the grievance remains unadjusted in Step 1, and the employee with or without the Union (or the Union Steward alone in the case of a Union grievance), wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Fire Chief or his designee, within seven (7) calendar days after the receipt of the Village's answer in Step 1. The Fire Chief or his designee shall then attempt to adjust the matter and shall respond in writing to the employee and/or the Union Steward within seven (7) calendar days.

STEP 3 If the grievance remains unadjusted in Step 2, and the employee with or without the Union (or the Union Steward alone in the case of a Union grievance), wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the Village Administrator or his designee, within seven (7) calendar days after the receipt of the Village's answer in Step 2. The

written grievance shall be signed and shall set forth all relevant facts, the provision(s) of the Agreement allegedly violated, and the requested remedy.

The Village Administrator or his designee shall meet and discuss the grievance within fourteen (14) calendar days of receipt of the notice of appeal, with the authorized Union representative and if appropriate with the employee, at a time mutually agreeable to the parties. If no settlement is reached, the Village Administrator or his designee shall give the Village's written answer to the Union within fourteen (14) calendar days following their meeting.

STEP 4 If the grievance is not settled in Step 3 and if the Union or the Village wishes to appeal the grievance from Step 3 of the grievance procedure, the Union or Village may refer the grievance to arbitration, as described below, within fourteen (14) calendar days of receipt of the Village Administrator's written answer as provided to the Union at Step 3.

### *Section 10.3 Arbitration*

An arbitrator agreed upon by the Village and the Union within seven (7) calendar days after notice has been given shall conduct the arbitration proceeding. If the parties are unable to agree upon an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to submit simultaneously to both parties an identical list of seven (7) names of persons from their grievance arbitration panel, who are members of the National Academy of Arbitrators and are residents of Illinois. 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 three (3) names from the list. The parties by a toss of a coin shall determine which party shall first strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator.

### *Section 10.4 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 only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Village and to the Union within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the fact or facts of the grievance presented.

Subject to the arbitrator's compliance with provision of this section, the decision of the arbitrator shall be final and binding. 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 shall have the right to employ legal counsel. More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

### *Section 10.5 Expenses of Arbitration*

The fees and expenses of the arbitrator shall be borne equally by the Village and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. The cost of a transcript shall be shared if requested by the arbitrator or if mutually agreed upon between the parties.

### *Section 10.6 Processing and Time Limits*

Grievances may be investigated and processed during working hours by Union Stewards or Executive Board Members of the Local Union. Upon obtaining approval of their supervisor before leaving their work assignment or area and provided such activities do not interfere with the normal operations of the Fire Department, Stewards will be permitted to handle and process grievances referred by an employee at the appropriate steps of the grievance procedure during work hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

### *Section 10.7 Processing Grievances*

Employees selected by the Union to act as Union representatives shall be known as "Stewards". There shall be no more than three (3) Stewards unless mutually agreed to by both parties. The names of the employees selected as Stewards and Executive Board Members of the Local Union who may represent employees at each step of the grievance procedure shall be certified in writing to the Village by the Union.

## ARTICLE 11 - NO STRIKE AND NO LOCKOUT

### *Section 11.1 No Lockout*

No lockout of employees shall be instituted by the Village during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

### *Section 11.2 No Strike*

There shall be no strikes of any kind and no slowdowns. Also no picketing or other concerted interference with, or interruption of service shall be caused, sanctioned, instigated, condoned, supported, or participated in by the Union or any employee during the term of this Agreement.

### *Section 11.3 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 12 - SAFETY, HEALTH AND WELFARE

### *Section 12.1 Health and Medical Insurance*

The Village will make available the same group health insurance benefit plan(s) for all eligible employees and dependents, including employees covered under this agreement and their eligible dependents. The Village will offer a Preferred Provider Organization (PPO) plan.

For employees choosing to participate in the PPO plan with a Health Reimbursement Account ("HRA-PPO plan"), the Village's portion will be ninety percent (90%) of the full cost of the employee's coverage level from the date of employment for the employee and eligible dependents electing coverage. The employee's portion will be ten percent (10%) for the respective coverage level through December 31, 2015.

Effective January 1, 2016, the Village and employee contribution portions shall be adjusted as follows: Village portion 88%; employee portion 12% for the respective coverage level.

For employees choosing to participate in the PPO plan without a health reimbursement account ("Traditional PPO plan"), the Village's portion will be eighty percent (80%) of the full cost of the employee's coverage level from the date of employment for the employee and eligible dependents electing coverage. The employee's portion will be twenty percent (20%) for the respective coverage level through December 31, 2015.

Effective January 1, 2016, the Village and employee contribution portions shall be adjusted as follows: Village portion 75%; employee portion 25% for the respective coverage level.

The Village retains the right to maintain or institute cost containment measures, change insurance carriers and /or plans, to fully insure, to self-insure, to adopt additional coverage alternatives, or join an insurance pool for the provision of health benefits as it deems appropriate so long as the overall coverage available to employees is substantially the same. The extent of coverage under the insurance policy referred to in this section shall be governed by the terms and conditions set forth in said policy and the respective plan document. Claims appeals 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 procedures set forth in this Agreement.

Department Annual Physical Examination: For employees electing insurance coverage through the Village's health plan(s), the department's annual physical examination will be billed to the Village health insurance plan "preventative health benefit" with no employee out-of-pocket expense. The department will pay the provider of services directly for all additional diagnostics, laboratory services, or other testing requirements with no employee out-of-pocket expense. For employees not electing insurance coverage through the Village's health plan(s), the department will pay the provider of services directly for all expenses associated with the annual physical examination and additional diagnostics, laboratory services, or other testing requirements with no employee out-of-pocket expense.

### *Section 12.2 Dental Insurance*

The Village will make available the same group dental insurance benefit plan(s) for all eligible employees and dependents, including employees covered under this agreement and their eligible dependents. The Village's portion will be eighty percent (80%) of the full cost of the employee's coverage level from the date of employment for the employee and eligible dependents electing coverage. The employee's portion will be twenty percent (20%) for the respective coverage level.

The Village retains the right to maintain or institute cost containment measures, change insurance carriers and/or plans, to fully insure, to self-insure, to adopt additional coverage alternatives, or join an insurance pool for the provision of dental benefits as it deems appropriate so long as the overall coverage available to employees is substantially the same. The extent of coverage under the insurance policy referred to in this section shall be governed by the terms and conditions set forth in said policy and the respective plan document. Claims appeals 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 procedures set forth in this Agreement.

### *Section 12.3 Life Insurance*

The Village will provide group term life insurance to all employees in the amount of one times (1x) the employee's annual base salary and an additional amount of 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 cost of the employee's life insurance and AD&D coverage from the date of eligibility and for the duration of active employment. Life insurance and AD&D coverage ceases with the termination of employment. The Village reserves the right to institute, maintain, and change cost containment, benefits, and 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 12.4 Pre-Tax Flexible Compensation Plan*

All eligible Village employees have medical and dental premiums deducted from their paychecks on a pre-tax basis through a flexible spending account plan. This plan also allows employees the option to set aside pre-tax dollars for non-reimbursed medical expenses and dependent care expenses. The Village retains the right to change plan administrators as it deems appropriate so long as the new basic plan is substantially similar to the one which predated this Agreement.

### *Section 12.5 Pensions*

For the term of this Agreement, the Village agrees to maintain its obligations to the Firemen's Pension Fund as required by 40 ILCS 5/4-101 et. seq. and the employee's contribution will be pre-tax.

### *Section 12.6 Deferred Compensation*

The Village will offer two Section 457 Deferred Compensation Plans. The Village will choose one plan; the other will be chosen by the Union, subject to approval by the Village. In the event the Village rejects the plan selected by the Union, the Village will put the rejection in writing with any and all reasons for the rejection. Additionally, if the Union selected plan is the same plan selected by the Village, the Village will have met its obligation under this section of the Agreement. Participation by an employee in a deferred compensation plan is voluntary and contributions are employee-funded. An employee may elect to participate in one or both plans.



### *Section 12.7 Workers Compensation*

Employees operate under and are subject to the Illinois Workers Compensation Act, the Occupational Diseases Act, and the Public Employee's Disability Act.

### *Section 12.8 Joint Occupational Safety and Health Committee*

The Village will continue to make reasonable provisions for the safety of its employees during their hours of employment. The Village appreciates suggestions from employees concerning safety matters and will meet periodically with the Union to discuss the same. The Village and the Union shall each appoint two (2) members to the Joint Occupational Safety and Health Committee. This committee will meet to discuss safety and health conditions and review and make recommendations.

Records shall be kept of all on-the-job accidents, injuries, and illnesses. These records shall be maintained by the Fire Department. The Committee shall process and resolve employee safety complaints, which have not yet become formal grievances. After an attempt is made to resolve a safety complaint at a meeting of the Joint Occupational Safety and Health Committee, the unresolved complaint may be filed directly with the Fire Chief.

### *Section 12.9 Post Employment Health Care Savings Plan*

The Village will allow for participation in a post-employment health care savings plan through a mutually agreed to provider for eligible bargaining unit members. The intent of this plan is to defray the cost of health plan premiums and/or reimburse qualified medical expenses after retirement from the Village.

The Union may present a plan to the Village at any time. Both parties reserve the right to negotiate the provisions of the plan at such time. The plan shall be employee funded and shall comply with all Internal Revenue Code tax rules and regulations, including private letter rulings, where appropriate.

### *Section 12.10 Modified Work Assignment*

This modified work assignment agreement ("agreement") is established to assist an employee who has become temporarily disabled and unable to perform his/her full duties following an on-duty or non-duty related injury or illness to return to work as soon as medically advisable. This agreement is established as a means to encourage an injured/ill employee to remain a productive member of his/her department during the period of recovery and to mitigate the rising costs of worker's compensation and employee benefits.

The intent of this agreement is to provide guidelines and procedures regarding modified work assignments. "Temporarily disabled" is defined as an injury/illness which requires a recovery period of more than three (3) days (2 shift days for fire shift personnel) but less than three (3) months (30 shift days for fire shift personnel). Injuries/illnesses requiring less than three (3) days (2 shift days) recovery time are not covered by this agreement. In the event an injury/illness requires more than three (3) months (30 shift days) recovery time, additional procedures and laws may apply in determining whether modified work is appropriate. In such cases, the available options will be discussed with the employee and the Union.

Modified work assignments apply to the following situations:

- a) when an employee's injury or illness is classified as an on-duty injury or illness as defined by the Illinois Workers Compensation Act or the Occupational Diseases Act; or
- b) When an employee suffers an injury or illness off the job (non-duty related injury or illness) requiring the use of sick or other benefit time

### On-Duty Injury / Illness

If the employee suffers an on-duty injury / illness and is released by a physician with work restrictions, modified work may be assigned by the Fire Chief if a modified work assignment is available and the employee is qualified and/or has demonstrated a capability to perform in the modified work assignment based on the Fire Chief's evaluation. Consideration for modified work assignments will be evaluated on a case-by-case basis. Due to differences in the nature of injuries/illnesses, the skills and abilities an employee may retain after an injury/illness, and the ability to modify a particular job to meet departmental operations, modified

work assignments are not appropriate in all situations. This agreement does not establish a right for an employee to be placed in a modified work assignment or to continue in a modified work assignment for any specified length of time. This agreement does not require the Village to create modified work assignments or modified work positions.

#### Non-Duty Related Injury / Illness

If the employee suffers a non-duty related injury / illness and is released by a physician with work restrictions, the employee may request a modified work assignment from the Fire Chief in lieu of using sick time or other benefit time. If granted by the Fire Chief, the modified work assignment will be consistent with the employee's knowledge, skills and abilities and any medically necessary work restrictions. Consideration for modified work assignments will be evaluated on a case-by-case basis. Due to differences in the nature of injuries/illnesses, the skills and abilities an employee may retain after an injury/illness, and the ability to modify a particular job to meet departmental operations, modified work assignments are not appropriate in all situations. This agreement does not establish a right for an employee to be placed in a modified work assignment or to continue in a modified work assignment for any specified length of time. This agreement does not require the Village to create modified work assignments or modified work positions.

#### General

1. An employee performing a modified work assignment will receive the rate of pay and other benefits of his/her regular position.
2. Modified work assignments are based on a five (5) day work week (Monday - Friday) for day personnel. Assignments for shift personnel will be on his/her regular shift day(s), Monday – Friday. Any shift day that falls on a weekend or recognized Village holiday will be made up the first available weekday following the weekend or holiday. Kelly Days for shift personnel will remain on the duty calendar as a scheduled day off. Scheduling of all other benefit time will remain consistent with department policy; however, the scheduled day off will not count on the duty calendar. All duty and Kelly Day trades will remain on the duty calendar and cannot be cancelled for 28 days from the first day of missed work from an on-duty injury. If an employee is unable to complete the duty trade due to an on-duty injury, benefit time will be surrendered equaling the trade hours missed. The scheduled hours of work will be 0800 to 1630 hours, with a ½ hour lunch break. Morning and afternoon breaks will be scheduled in coordination with the particular area of responsibility. At the discretion of the Fire Chief, variations to the work schedule may be granted based on meeting the operational needs of the Fire Department.
3. The employee is to be on time and prepared for duty. An employee working a modified work assignment is subject to the same rules, regulations, and department standard operating guidelines as regular duty personnel and will be subject to disciplinary action, up to and including discharge, for violations of rules, regulations, and department standard operating guidelines in the same manner as regular duty personnel.
4. Benefit time scheduling for non-duty related injury / illness will be done at the discretion of the Fire Chief in accordance with department policy.
5. An employee recovering from on-duty injuries will be excused from the modified work assignment to attend doctor and other treatment related appointments.
6. An employee recovering from an on-duty injury / illness shall receive preference for an available modified work assignment. This includes bumping an employee recovering from a non-duty related injury performing a modified work assignment if an employee recovering from an on-duty injury / illness is qualified to perform the same modified work assignment. If, at the Village's sole determination, both employees can be accommodated through modified work assignments, bumping will not occur. In the case of two (2) or more employees recovering from an on-duty injury/illness, the first employee to receive authorization from a physician to perform modified work will be given preference for an available modified work assignment.  
  
Preference in these cases is contingent on the employee's knowledge, skills, abilities, and medical restrictions in relation to the available assignment.
7. The Village may require periodic medical updates from the physician regarding the employee's ability to perform the duties of a modified work assignment. If a revised physician's statement impacts the current modified work assignment and the new restrictions cannot be accommodated, the modified work assignment will be discontinued.
8. The Village reserves the right to discontinue a modified work assignment at any time for any reason.

9. Prior to the employee's being able to return to full duty, a release is required from the employee's physician stating he / she is able to return to full duty. Notice of ability to return to full duty shall be given prior to the employee's next scheduled shift day.

#### Possible Modified Work Assignments

The following are examples of possible modified work assignments. This list is not meant to be exhaustive; in no instance shall an employee have the right to determine what assignment(s) he / she is to perform. Modified work assignments are determined on a case-by-case basis by the Fire Chief or his designee after review of departmental needs; the employee's knowledge, skills, and abilities; and the employee's medical restrictions.

#### Examples:

1. Fire Prevention Activities – including but not limited to: updating statistical data; updating owner / occupant files; pre-fire planning
2. Public Fire Safety Education Activities
3. Administrative Activities – including but not limited to: data entry; various research projects; soliciting of bids, proposals, and competitive pricing for purchase orders; pick-up and delivery of supplies and equipment; and other activities that may be related to an employee's specific area of responsibility
4. Attendance at fire service-related schools
5. Training activities – including but not limited to: maintenance of Training Division files; assisting the Training Officer in drill preparation; conducting classroom training
6. Other duties or assignments as determined by and assigned by the Fire Chief or his designee.

### ARTICLE 13 - CONTRACTING OUT

It is the general policy of the Village of Gurnee to continue to utilize its employees to perform work they are qualified to perform. During the term of the Agreement, no bargaining unit employee shall be laid off due to the Village contracting out work. However, the Village reserves the right to contract out work it deems necessary.

Except where an emergency situation exists, before subcontracting of work, the Village will notify the Union of the subcontracting decision and allow the Union an opportunity to discuss the Village's decision. The Village reserves the right to implement its decision to subcontract at any time after notice and an opportunity to discuss are given.

### ARTICLE 14 - GENERAL PROVISIONS

#### *Section 14.1 Union Bulletin Boards*

The Village agrees to furnish space for bulletin boards for Union business of a non-political and non-inflammatory nature, provided a copy of any posting is given to the Fire Chief prior to posting and said postings are for Union business only. Any posting may be removed or not posted if it is not for Union business.

#### *Section 14.2 Discipline and Discharge*

The parties recognize and agree that the obligation of the Village to provide its residents adequate and qualified firefighting, emergency medical and related services. As such, the Village may, with just cause, suspend or discharge employees for failure or refusal to carry out in full their duties and responsibilities as employees, including those set forth in published and established rules, regulations, policies, and procedures of the Department which are not inconsistent with the expressed terms of this Agreement.

A copy of all suspension and discharge notices shall be provided to the employee and the Union.

If the employee requests Union representation at meetings with the Village that could lead to the discipline of the employee, the employee shall be entitled to have a Union representative present. The Village shall conduct disciplinary investigations in accordance with the Firemen's Disciplinary Act 50 ILCS 745/1 et. seq. when it has reason to believe an employee has failed to fulfill his/her responsibilities as an employee.

#### *Section 14.3 Acting Out of Classification*

A Firefighter / Paramedic designated by the Fire Chief or his designee as an Acting Lieutenant or a Lieutenant designated by the Fire Chief or his designee as an Acting Shift Commander will be compensated at an additional 10% of the employee's straight time hourly rate of pay for each hour worked as an Acting Lieutenant or Acting Shift Commander.

#### *Section 14.4 Tuition Reimbursement*

Employees electing to avail themselves of educational opportunities shall submit a completed application for tuition assistance request to the Fire Chief for review. The Fire Chief, after review of the proposed subject matter, may recommend the employee be considered for educational reimbursement on the following basis:

- a) Courses related directly to an employee's current job: 100% of tuition, books and fees.
- b) Accredited degree programs directly related to employee's current job: ninety percent (90%) for a grade "A" or equivalent numerical rating, eighty percent (80%) for a grade "B" or equivalent numerical rating, fifty percent (50%) for a grade "C" or equivalent numerical rating of tuition costs for each course up to a maximum of \$225 per credit or semester hour. Courses graded on a "pass/fail" rating system will be reimbursed at sixty-five percent (65%) for a "pass" rating. Up to fifty dollars (\$50.00) of the cost of books and other course materials for each course will also be eligible for reimbursement (January 31~ application deadline).

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

In recognition of the significant resources that may be committed in connection with Class "b" courses, employees terminating or having their employment terminated with the Village prior to completion of the Degree, or within twelve (12) months of completion of the degree shall be obligated to reimburse the Village for 100% of the benefits received under is section during the previous twelve (12) months. Employees terminating or having their employment terminated within thirteen (13) months to twenty-four (24) months of completion of the degree, shall be obligated to reimburse the Village for fifty percent (50%) of the benefits received under this during the previous twenty-four (24) months.

#### *Section 14.5 Duty Trades*

Employees shall have the right to voluntarily trade work hours and/or shifts provided the employee has prior approval from his/her supervisor and the trade does not interfere with the normal operation of the fire department.

- a) Employees shall be permitted not more than ten (10) completed platoon duty trades per fiscal year which are for six (6) or more hours.
- b) All platoon duty trades must be submitted twenty-four (24) hours in advance and must receive the approval of the Shift Commander or designee.
- c) A platoon duty trade shall not be permitted if the substitute employee has worked the two (2) immediately preceding platoon duty shifts (i.e. 48 consecutive hours).
- d) Non-Platoon Duty trades (less than 6 hours) will not count against the ten (10) Platoon Duty Trades per fiscal year. Employees shall notify their supervisor and receive approval prior to the hours being worked, and any Non Platoon Duty Trades shall be documented.

- e) No trade will result in the payment of overtime.
- f) Trades for the purpose of education approved by the Fire Chief will not count against the ten (10) platoon duty trades allowed per fiscal year.
- g) Trades must be between employees of equal qualifications.

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, including overtime compensation. If the substitute employee fails to appear and work the trade, then the substitute employee may be disciplined and/or charged sick leave as determined by the Fire Chief or designee. Based on compelling circumstances, platoon duty trades other than those permitted above may be granted at the sole discretion of the Fire Chief or designee.

*Section 14.6 Living Radius*

There will be no residency requirements for employees covered under this Agreement.

*Section 14.7 Sick Leave Buy Back*

All full-time employees are provided with optional plans for using unused sick leave on an annual basis. Sick leave used during the year is deducted from the maximum time an employee 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 employee's previously banked time. The maximum amount of sick time an employee can accrue during this 12 month period is 144 hours (for shift personnel) or 96 hours (for non-shift personnel).

Each November, an employee must bank 60 hours (for shift personnel) or 40 hours (for non-shift personnel) of sick time. If an employee has less than the amount required to be banked, all sick time will be banked and no other options are available. If applicable, unused sick time in excess of the time banked may be utilized in the following way:

- a) Sick hours may be accrued for future sick leave. (Default option)
- b) May be taken as "pay in lieu", subject to a maximum of 84 hours for shift employees or 56 hours for non-shift employees. Days taken as "pay in lieu" will be paid in December of the respective year.
- c) Up to 84 hours for shift employees or 56 hours for non-shift employees may be carried over into the following year to be used as time-off, however time must be used in 12-hour increments for shift employees. This time-off must be used by the ending date of the second pay period in November of the following year. This time-off will be scheduled as secondary requests. This time-off is not eligible for carry over, for pay in lieu of, or for compensation if employment is terminated.

Sick hours that are eligible for buyback may be used as a funding source for a post-employment health care savings plan as may be established pursuant to Section 12.9 of the Agreement.

*Section 14.8 Regulation Uniform / Duty Wear, Turnout Gear and Clothing Allowance*

- a) Each employee will, at the time of hire, be furnished with the following items of Regulation Uniform/Duty Wear and Turnout Gear:

Regulation Uniform / Duty Wear	Quantity	Turnout Gear	Quantity
Shirt, long sleeve	3	Turnout Coat	1
Shirt, short sleeve	3	Turnout Pants	1
Duty T-shirts	6	Helmet	1
Trousers	4	Bunker Boots	1
Work Jacket	1	Gloves	2
Black Belt	1	Hood	2
Badges	2	SCBA Face Piece	1

Name Tags	2	SCBA Bag	1
Passport Name Tags	2	Safety Glasses	1
Job Shirt	1		

- b) The regulation uniform/duty wear, turnout gear and equipment is the responsibility of each employee and shall be inspected daily at the start of the platoon duty shift. All regulation uniform / duty wear, turnout gear and equipment shall be kept clean and in working order. Any repairs needed should immediately be brought to the attention of the employees' immediate supervisor. Replacement of turnout gear and equipment will be on an item-by-item basis following the current quarter master system.
- c) After completion of a probationary period the Fire Department will issue a Class A Dress Uniform consisting of:

Item	Quantity	Item	Quantity
Dress Cap	1	Dress Cap Badge	1
Dress Coat	1	Dress Pants	1
Dress Shoes, pair	1	Dress Belt	1
Tie – Clip-on Style	1	Name Tag	1
Badges	2	White Dress Shirt, long sleeve	1
Pair White Gloves	1		

- d) After the first year of employment, employees will receive annually, a uniform allowance of \$580.00; starting May 1, 2018, an allowance of \$620.00; starting May 1, 2020, an allowance of \$650.00. This will be credited to each employee May 1<sup>st</sup> of each year. The uniform allowance is for replacing worn, stained, or otherwise unsuitable parts of their Class A Dress, Regulation Uniform / Duty Wear.
- e) Each Lieutenant will, at time of appointment, be furnished with the following items:

Item	Quantity	Item	Quantity
White Shirt, long sleeve	3	Dress Cap	1
White Shirt, short sleeve	3	Dress Cap Badge	1
Duty Badges	2	Dress Badges	2
White Duty T-Shirts	6	Dress Name Tags	1
Duty Name Tags	2	Passport Name Tags	2
Helmet	1		

#### Section 14.9 40 Hour Schedule

When a special work assignment requires a forty (40) hour work week, employees will have the opportunity to apply for the special work assignment. The Fire Chief or his designee will appoint the most senior applicant to the position, based on the applications received. If no employees apply, the special work assignment will be assigned by the Fire Chief or his designee to the least senior firefighter / paramedic. Benefits will be administered based on forty (40) hour employee policies as defined in this section and other applicable sections of the Agreement.

The employee will work forty (40) hours a week, with the normal work schedule being Monday through Friday from 0800 to 1600 hours. The normal work schedule can be adjusted with the approval of the Fire Chief. The employee would not be eligible for physical fitness time or Kelly days. The employee's straight time hourly rate will be established by dividing the employee's current annual salary, as set forth in the annual salary schedule by 2080 hours. Overtime will be paid for any hours in excess of 40 hours. Vacation, holidays and personal time will be counted as time worked for purposes of computing overtime compensation. Vacation allowance shall be earned based on the schedule set forth in Section 7.1b, converted to an eight (8) hour basis.

All current vacation time will be converted at twelve (12) hours of shift vacation time to eight (8) hours of vacation time. The employee is allowed to carry over up to five (5), eight (8) hour vacation days one fiscal year to the next. The employee is not eligible for front end loaded holidays; but if a fixed holiday has passed but was not taken off by the employee, he/she will be paid eight (8) hours for that holiday. Holiday time is not eligible for pay in lieu or carry over. The employee will receive four (4), eight

(8) hour days of personal time-off. The employee's current accrued Kelly float time will be converted at twelve (12) hours of shift Kelly float time to eight (8) hours of personal time with a maximum conversion of four (4), eight (8) hour days of personal time off. An employee on a forty (40) hour week is granted twelve (12), eight (8) hour days per year of sick time. Funeral will be up to three (3), eight (8) hour workdays. Jury duty is a maximum of twenty (20) scheduled eight (8) hour work days. The employee will not be eligible for rotating seniority shift overtime or shift duty trades, but is eligible for call back time and special duty calls. The employee is eligible for Sick Leave Buy Back as spelled out in Section 14.7 of this Agreement. The employee is eligible to participate in a post-employment health care savings plan as may be established pursuant to Section 12.9 of the Agreement. An initial five (5) sets of uniforms will be provided if this employee is a new hire.

#### *Section 14.10 Training Coordinator: (Appointed Position)*

The Training Coordinator is an opportunity for an employee to work in a temporary special assignment. All employees will have the opportunity to apply and interview for the position. The Fire Chief or his designee will appoint the most qualified employee to the position. If no employees apply for the assignment, the Fire Chief or his designee will make the appropriate appointment. Benefits will be administered based on forty (40) hour employee policies as defined in this section and other applicable sections of the Agreement.

The employee will work forty (40) hours a week, with the normal work schedule being Monday through Friday from 0800 to 1630 hours with a half (1/2) hour unpaid lunch. The normal work schedule can be adjusted with the approval of the Fire Chief. The employee would not be eligible for physical fitness time or Kelly days. The employee will receive an additional four percent (4%) stipend while in this position. The employee's straight time hourly rate will be established by dividing the employee's current annual salary, as set forth in the annual salary schedule plus the stipend amount by 2080 hours. Overtime will be paid for any hours in excess of 40 hours. Vacation, holidays and personal time will be counted as time worked for purposes of computing overtime compensation. Vacation allowance shall be earned based on the schedule set forth in Section 7.1b, converted to an eight (8) hour basis.

All current vacation time will be converted at twelve (12) hours of shift vacation time to eight (8) hours of vacation time. The employee is allowed to carry over up to five (5), eight (8) hour vacation days one fiscal year to the next. The employee is not eligible for front end loaded holidays; but if a fixed holiday has passed but was not taken off by the employee, he/she will be paid eight (8) hours for that holiday. Holiday time is not eligible for pay in lieu or carry over. The employee will receive four (4), eight (8) hour days of personal time-off. The employee's current accrued Kelly float time will be converted at twelve (12) hours of shift Kelly float time to eight (8) hours of personal time with a maximum conversion of four (4), eight (8) hour days of personal time off. . An employee on a forty (40) hour week is granted twelve (12), eight (8) hour days per year of sick time. Funeral will be up to three (3), eight (8) hour workdays. Jury duty is a maximum of twenty (20) scheduled eight (8) hour work days. The employee will not be eligible for rotating seniority shift overtime or shift duty trades, but is eligible for call back time and special duty calls. The employee is eligible for Sick Leave Buy Back as spelled out in Section 14.7 of this Agreement. The employee is eligible to participate in a post-employment health care savings plan as may be established pursuant to Section 12.9 of this Agreement. An initial five (5) sets of uniforms will be provided if this employee is a new hire.

#### *Section 14.11 Minimum Manning*

The Village and the Union mutually understand and agree that protecting the health, safety, and welfare of the citizens of the Village is of prime importance. To promote this important concern, a minimum of twelve (12) bargaining unit employees per shift shall be maintained on duty or otherwise available for emergency response. The acting Battalion Chief shall not be included in the twelve (12) bargaining unit employee minimum. The Village, acting through the Fire Chief, shall determine the appropriate staffing levels for each station and piece of equipment consistent with considerations of safety. The Village agrees to continue to work to staff the Fire Department within budget concerns.

There may be occasions due to circumstances beyond the Fire Department's control, such as an injury, medical emergencies, mutual aid, or other unique conditions when staffing falls below the daily minimum level of emergency response positions. In such cases, this situation will be limited in duration, typically only for the time necessary to call in personnel, and only under special circumstances as listed above.

### *Section 14.12 Secondary Employment*

The parties agree that the jobs held by the employees covered by this Agreement are their primary jobs. Secondary employment may be performed to the extent that it does not prevent employees from devoting the primary interest to the accomplishment of their work for the Village of Gurnee or tend to create a conflict between private interests of the employee and the employee's official responsibility.

No employee shall have secondary employment without the written approval of the Fire Chief. This applies to any form of non-Village activity, whether part time, temporary, or full time employment for which the employee receives money, goods, services or other forms of compensation. An employee wishing to obtain secondary employment shall apply in writing to the Fire Chief. In granting or withholding such requests, the criteria in making a decision shall include but not be limited to the following:

- 1) Impairment of efficiency: secondary employment shall not impair or interfere with the employee's ability to perform the duties of his/her Village position. Special attention shall be given to the number of hours worked, the location of the job and the nature of the duties performed.
- 2) Physical well-being: secondary employment shall not impair or interfere with the employee's physical or mental ability to perform his/her job with the Village.
- 3) Conflict of interest: secondary employment will not be approved if it places the employee in a position of performing duties or responsibilities that conflict or appear to conflict in ethics or purpose with his/her Village position.
- 4) Use of Village equipment: Village uniforms and/or equipment shall not be used in connection with secondary employment positions, except when authorized in writing by the Fire Chief.
- 5) Fire and EMS: no employee shall perform firefighting and/or EMS duties in a 911 capacity for compensation in any rank for any other employer with the exception of the following:
  - a. It is the parties' intent that this agreement regarding secondary employment shall not interfere with the Village's ability to obtain SAFER grants. Accordingly, an employee hired pursuant to SAFER grant funds shall be exempt from this restriction.
  - b. Subject to the approval of the Fire Chief, members of the bargaining unit can continue to work as paid on premise or paid on call in jurisdictions in which the employee resides that serve a population of less than 5,000 persons and/or less than 1,000 calls annually.

If the Fire Chief initially grants approval of secondary employment for an employee and then discovers that one of the above conditions has surfaced into a problem at a later date, the Fire Chief may require that the employee resign from the conflicting secondary employment position. It is the employee's responsibility to immediately notify the Fire Chief when secondary employment ends or the nature of work performed, hours of work, or any other change relating to secondary employment occurs. All requests, whether approved or disapproved, shall be maintained by the Fire Chief. Employees who engage in secondary employment shall do so only with the understanding and acceptance that their primary duty, obligation, and responsibility is to the Village. When consistent with his/her job duties, a Village employee may be subject to call for emergencies, special assignments, or overtime duty and no secondary employment may infringe upon this obligation. Injuries incurred while engaged in secondary employment will not be compensable under the Village's workers compensation policy. An employee who fails to comply shall be subject to disciplinary action.

## **ARTICLE 15 – MANAGEMENT RIGHTS**

Subject to the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Fire Department in all of its various aspects and to manage and direct employees, including the following: to determine the mission of the Fire 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 employees; to establish the qualification of employment, and to determine the number of employees; 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 employees; to discipline, suspend, and discharge employees for just cause (including probationary employees without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off employees 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.

## ARTICLE 16 – PARAMEDICS

### *Section 16.1 Training*

Training of the employees shall normally take place during their shift. Where training activities are scheduled at a time when an employee is off duty such training shall be treated as overtime and compensated in accordance with Overtime Provision(s) of this Agreement. Employees may also enroll in additional educational courses and seminars offered by outside agencies to enhance their skills as Paramedics. In order to receive compensation for course expenses, employees shall be subject to the guidelines of the Department's outside school request policy, Section 14.4 *Tuition Reimbursement* of this agreement, as amended, and approval by the Chief.

### *Section 16.2 Liability Coverage*

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

### *Section 16.3 Paramedic Re-Licensure*

Employees are responsible for all continuing education hours and meeting the State's requirements for re-licensure. The Village will be responsible for reimbursing the employee for the State's re-licensure fee.

## ARTICLE 17 - SOG's, RULES AND REGULATIONS

The Village shall name three (3) representatives and the Union shall name three (3) representatives to sit as a Committee. The Committee may, by a majority Agreement, make recommendations to the Fire Chief. The Fire Chief shall promptly issue a written response. In the event the Fire Chief rejects a recommendation from the Committee, the Committee and the Fire Chief shall meet to attempt to resolve the matter if the majority of the Committee requests such a meeting.

## ARTICLE 18 – PROMOTIONS

Promotions to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotion Act (Public Act 93-411, 50 ILCS 742), except where expressly modified by the terms of this Agreement. The eligibility list will be made up of subjective and objective criteria. The completed list will be valid for a period of 2 years. The 2020 promotional list and all future lists will expire on April 30<sup>th</sup> of even years. Starting with the 2022 promotional process, lists will be posted on May 1<sup>st</sup> of even years. All promotions made off that list will be made in the order of finish on the final list. However, The Civil Service Board shall have the right to pass over that person and appoint the next highest ranked person on the list if the Board has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list.

Qualifications for Lieutenant: Any employee submitting to the promotional process for Lieutenant must be in the active service of the Village of Gurnee; Service at least five (5) years of active duty in the grade from which the first promotion is sought with the

probationary period being credited as time of service required (by the expiration date of the previous posted eligibility roster for the rank of Lieutenant); and be a certified Fire Fighter III and must have achieved provisional qualification as a Fire Officer I (at the time of submitting their "Letter of Interest").

Qualifications for Captain: Any employee submitting to the promotional process for Captain must have served a minimum of one (1) year as a classified Civil Service Fire Lieutenant (by the expiration date of the previous posted eligibility roster for the rank of Captain); currently hold the position of Fire Lieutenant; and be a certified Fire Officer I and must have achieved provisional qualification as a Fire Officer II (at the time of submitting their "Letter of Interest").

Promotional Process: The Civil Service Board will post a "Notice of Intent" to test for promotion(s) 120 days in advance of the expiration date of the previous posted eligibility roster for the appropriate rank. This notice will include a schedule and/or timeline of the entire promotional process. Department personnel must submit a "Letter of Interest" to the Fire Chief within 30 days of the posting of the "Notice of Intent" of their intent to participate. This letter must include proof of eligibility (i.e. certification, time in grade, etc.).

Scoring for Promotion: The Civil Service Board may use external resources to assist in the promotional process. The scoring, posting, and order of the promotional process will include: Administrative (Matrix) Points, Assessment Center, Oral Interview, Written Exam, Seniority, and Ascertained Merit.

The components of the test will be scored and sealed in the order below with each component's score completed and sealed prior to the next component of the test being started. After completion of the final testing component all seals will be broken and scores will be added together, all candidates will be placed on the initial list. All candidates will receive a copy of a breakdown of their own personal scores to each component of the test and their overall score along with a copy of the initial list. The Village will offer a review session covering the Assessment Center and Written Exam sometime after the posting of the final list.

Administrative (Matrix) Points: The Fire Chief will submit to the Civil Service Board the name of each candidate and a score for each candidate based on the current / established Matrix Rating System process. The value of this component is 0 – 20 points.

Assessment Center: These exercises will be administered by an agency selected by the Civil Service Board. The value of this component is 0 – 20 points.

Oral Interview: The Civil Service Board shall conduct this component or they may designate an outside agency to conduct this component. The Civil Service Board may review the employee's personnel file as part of this component. This component shall be valued at 0 – 20 points.

Written Exam: The written exam shall be purchased or rented from a testing service and be job related and shall only be based on the contents of written material that the Civil Service Board has identified and made available to potential examinees 180 days in advance of the expiration date of the previous posted eligibility roster for the appropriate rank. Test questions relating to the operations of the Gurnee Fire Department may be reviewed by the Fire Chief or his designee for accuracy. The test shall be sealed when delivered and will remain sealed until opened in front of the candidates on the day of the exam. The Civil Service Board may score the test them self or send them back to be scored by the agency that supplied the written exam. This component shall be valued at 0 – 20 points.

Seniority: Credit for seniority shall be given for actual service only in the rank or grade from which promotion is sought, whether such service has been continuous or not. Leaves of absence resulting from military service or from injuries received in the classified civil service and leave of absence to take another position within the Village of Gurnee, shall constitute actual service with the meaning of this section and will not cause a breach in the period of seniority. All suspensions shall be deducted from the period of seniority. Seniority shall be computed as of the expiration date of the previous posted eligibility roster for the appropriate rank. Seniority points shall be defined as .5 points per complete or full year up to 20 years of full-time service. This component shall be valued at 0 – 10 points.

Ascertained Merit: Ascertained merit points may be awarded for education and certification in subjects and skills as follows for the position of Lieutenant and Captain. The candidate will receive the point total next to highest degree level they have achieved and will be awarded two additional points for obtaining the appropriate provisional fire officer classification. All Ascertained Merit points must be submitted with proper documentation at the time of handing in the "Letter of Interest" to the Fire Chief.

Lieutenant (no pyramiding): Associates Degree (2); Associates Degree in Fire Science (4); Bachelors (6); Bachelors in Fire Science (8); and Provisional Fire Officer II (2).

Captain (no pyramiding): Associates Degree in Fire Science (2); Bachelors (4); Bachelors in Fire Science (6), Masters in related field (8); and Provisional Fire Officer III (2).

This component shall be valued at 0 – 10 points.

Military Points: A candidate may file for preference points with the Civil Service Board after the initial list is posted in accordance with Section 10-1-16 of Chapter 65 of the Illinois Compiled Statutes. The candidate must submit a request in writing to the Civil Service Board requesting military points and include proof that they are entitled to those points. After the candidates have had 10 days to file for preference points, the Board will compose and post a final eligibility list in order of finish which shall be valid for 2 years.

## ARTICLE 19- DRUG AND ALCOHOL POLICY AND TESTING PROGRAM

### *Section 19.1 Purpose*

The Firefighter / Paramedics and Fire Lieutenants as defined in the recognition clause of the collective bargaining agreement ("employees") of the Village of Gurnee Fire 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 employee 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 employees to ensure fire services are delivered safely, efficiently, and effectively.

All employees are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Fire Chief will monitor Department practices to ensure compliance and will answer all questions of any employee about this policy. In the event of a conflict between any of the procedures in this policy and the provisions of any applicable law, the applicable law shall control.

Employees 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.

### *Section 19.2 Definitions*

The following are definitions of important terms in relation to this Drug and Alcohol Policy and Testing Program:

**Adulterated specimen:** a specimen that contains a substance that is not expected to be present in human urine or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine. A verified adulterated specimen will be reported as a positive test.

**Air blank:** a reading by an evidential breath testing device (EBT) of ambient air containing no alcohol. In EBT's using gas chromatography technology, a reading of the device's internal standard.

**Alcohol use:** the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) containing alcohol.

**Breath Alcohol Technician (BAT):** an individual who instructs and assists individuals in the alcohol testing process and operates an EBT.

**Canceled or invalid test:** a drug or alcohol test that has a problem identified that cannot be or has not been corrected. A cancelled test is neither a positive nor a negative test.

**Collector:** a person who instructs and assists individuals at a collection site and who receives and makes a screen examination of the urine specimen provided by individuals.

**Confirmation (or Confirmatory) test:** in drug testing, a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine. In alcohol testing, a second test, following a screening test with a result of 0.02 or higher that provides a quantitative data of alcohol concentration.

**Department of Health and Human Services (DHHS):** the Department or any designee of the Secretary, Department of Health and Human Services.

**Dilute specimen:** a specimen with creatinine and specific gravity values that are lower than expected for human urine. A verified dilute specimen will be reported as a positive test.

**Employee:** A member of the bargaining unit covered under this collective bargaining agreement.

**Employer:** the Village of Gurnee and the Gurnee Fire Department. The term employer includes an employer's officers, designated representatives or management personnel.

**Evidential Breath Testing Device (EBT):** a device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations

**Initial Test (or screening test):** in drug testing, the test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites. In alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.

**Licensed medical practitioner:** a person who is licensed, certified, and/or registered, in accordance with applicable Federal, state, local or foreign laws and regulations, to prescribe controlled substances and other drugs.

**Medical Review Officer (MRO):** a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO must be knowledgeable of and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results. The MRO must be knowledgeable about issues relating to adulterated and substituted specimens as well as the possible causes of specimens having an invalid result.

**Primary Specimen:** in drug testing, the urine specimen bottle that is opened and tested by a first laboratory to determine whether the employee has a drug or drug metabolite in his/her system; and for the purpose of validity testing.

**Refusal to Test (alcohol or controlled substances):** means that an employee -

- 1) fails to show up for any test within a reasonable time after being directed to do so by the employer or to remain at the testing site until the testing process is complete;
- 2) fails to provide a urine specimen or fails to attempt to provide a breath specimen for any drug or alcohol test as required by this policy;
- 3) in the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring in providing a specimen;
- 4) fails to provide a sufficient amount of urine or a sufficient amount of breath, when directed; unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure;
- 5) fails or declines to take a second test the employer or collector has directed the bargaining unit member to take;
- 6) fails to undergo an additional medical examination or evaluation as directed by the MRO as part of the verification process, or as directed by the employer concerning the evaluation as part of the shy bladder or insufficient breath procedures;
- 7) fails to cooperate with any part of the drug or alcohol testing process; or
- 8) verbally refuses to test as required by this policy.

A refusal to test will be reported as a positive test.

**Split specimen:** a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests it to be tested following a verified positive, adulterated or substituted test of the primary specimen.

**Substance Abuse and Mental Health Services Administration (SAMHSA):** a federal agency under the Department of Health and Human Services (DHHS) responsible for the certification of laboratories used as part of the drug testing program.

**Substance Abuse Professional (SAP):** a licensed physician (Medical Doctor or Doctor of Osteopathy); or a licensed or certified psychologist, licensed or certified social worker, or a licensed or certified employee assistance professional; or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). A qualified SAP must be knowledgeable about and have clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**Substituted specimen:** a urine specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. A verified substituted specimen will be reported as a positive test.

**Validity test:** the initial validity testing is conducted to determine if a urine specimen is adulterated, diluted, or substituted. The confirmation validity testing is a second test conducted on a urine specimen to further support a validity test result.

**Verified test:** a drug test result or validity test result from a DHHS/SAMHSA-certified laboratory that has undergone review and final determination by the MRO.

### *Section 19.3 Use Prohibited*

The Village will maintain a pre-employment screening program designed to prohibit the hiring of anyone who uses any illegal drugs. All employees of the Department will be subject to drug and alcohol testing pursuant to the terms of this policy.

All employees covered by this policy are prohibited from using any of the following substances: marijuana, cocaine, opiates, phencyclidine, and amphetamines. Additional prohibitions under this policy include:

- the unlawful manufacture, distribution, dispensing, possession, or use of an illegal drug on Village property by an employee at any time;
- the use or possession of an illegal drug from the time an employee reports for work until the conclusion of the employee's workday;

- reporting for work in an impaired condition due to the use of an illegal drug;
- an employee may not have an illegal drug in his/her system from the time of reporting for work until the conclusion of the workday;
- an employee shall not knowingly accept relief from or permit another employee to work who is under the influence of an illegal drug.

An employee may use a substance administered by or under the direction of a licensed medical practitioner who has advised the employee that the substance will not adversely affect his/her ability to safely perform his/her job duties. An employee may use an over-the-counter substance that will not adversely affect his/her ability to safely perform his/her job duties. The employee must inform the Village of any prescribed or over-the-counter substances that may impair his/her ability to perform his/her job duties. The Village will require written verification from the licensed medical practitioner or pharmacist regarding the substance. The employee shall promptly provide such written verification to the Village. If the substance should adversely affect their ability to perform his/her job duties, the Village may temporarily remove or reassign the employee if deemed appropriate. If the employee does not promptly provide written verification from the licensed medical practitioner or pharmacist, the employee could be subject to the disciplinary procedures outlined in Section 19.9 of this policy.

All employees covered by this policy are prohibited from consuming alcohol: while on duty; four (4) hours prior to reporting for duty; and up to eight (8) hours following an accident or until an employee undergoes a post-accident test. Additional prohibitions under this policy include:

- the use or possession of alcohol on Village property at any time;
- an employee shall not ingest alcohol in a public place while in uniform;
- an employee shall not knowingly accept relief from or permit another employee to work who is under the influence of alcohol

Any employee who has engaged in conduct prohibited in this Section will be subject to the Disciplinary Action in Section 19.9 of this policy.

#### *Section 19.4 Types of Testing*

Employees shall be subject to 4 types of drug and/or alcohol testing – post-accident, reasonable cause, return-to-duty, and follow-up. No employee shall refuse to submit to a drug or alcohol test (See Refusal to Test definition in Section 19.2) when required. It is a violation of this policy when an employee refuses to test. An employee shall not be permitted to perform or continue to perform his/her job duties when he/she refuses to submit to a drug or alcohol test and will be subject to the Disciplinary Action in Section 19.9 of this policy.

##### (A) Post-Accident

As soon as possible following an accident involving a Department vehicle, a post-accident drug and alcohol test shall be conducted under the following circumstances:

- 1) For all accidents involving the driver/employee that results in a fatality; or
- 2) If there is no fatality **and** if the driver/employee receives a citation for a moving traffic violation **and either** the accident involves bodily injury to a person who as a result of the accident immediately receives medical treatment away from the scene of the accident, **or**, one or more motor vehicles incur disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle.

For accidents where there is no fatality, no citation issued, or a citation is issued but no medical attention is required away from the scene and/or no vehicle must be removed from the scene by a tow truck, no post-accident testing shall be conducted.

If a post-accident alcohol test is not conducted within two hours following the accident, the Village shall prepare and maintain on file a record stating why the alcohol test was not promptly administered. If the alcohol test is not conducted within eight hours

following the accident, the Village shall cease all attempts to complete the alcohol test and shall prepare and maintain a record stating why the alcohol test was not promptly administered.

If a post-accident drug test is not conducted within 32 hours following the accident, the Village shall cease all attempts to conduct the drug test and prepare and maintain on file a record stating why the drug test was not promptly administered.

An employee who is subject to post-accident testing shall remain readily available for such testing or it may be deemed by the Village as a refusal to test. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

Drug and/or breath or blood alcohol tests conducted by federal, state, or local officials, having independent authority for the test, shall be considered to meet the post-accident testing requirements, provided such testing conforms to the applicable federal, state, or local drug and/or alcohol testing requirements and that the results are obtained by the Village.

(B) Reasonable Cause Testing

All employees will be required to submit to a drug and alcohol test when the Village, through observations made by two Department supervisors, have reasonable suspicion that the employee has used a prohibited drug or misused alcohol contrary to the terms of this policy. All persons designated by the Village who supervise employees must complete supervisory training in the facts, circumstances, physical evidence, physical signs and symptoms, and patterns of performance and/or behavior associated with drug use and alcohol misuse. When the designated person(s) has reasonable suspicion that an employee has violated the "Use Prohibited" provision of Section 19.3 of this policy, that employee shall be required to submit to an alcohol and/or drug test. The Village's determination that reasonable suspicion exists to require an employee to undergo an alcohol and/or drug test must be based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odor of the employee.

No employee shall report for duty or remain on duty when the Village's designated person(s) has observed the employee as under the influence of alcohol or impaired by alcohol. The Village shall not permit the employee to perform or continue to perform his/her job duties until an alcohol test is conducted and the employee's alcohol test result is less than 0.02 or 24 hours have elapsed since the Village's first suspicion of the employee being under the influence of or impaired by alcohol.

If a reasonable cause alcohol test is not conducted within two hours after observing the employee, the Village shall prepare and maintain on file a record stating the reason why the test was not promptly administered. If the test is not conducted within eight hours after observing the employee, the Village shall cease attempts to conduct the test and prepare and maintain on file a record stating the reasons why the test was not administered.

Refusal to submit to a reasonable cause test shall be considered a positive test.

The reasonable cause observation form must be completed and signed by both of the Village's designated person(s) who made the observations either within 24 hours of the observed behavior or before the drug test results are released, whichever is earlier.

(C) Return to Duty Testing

Any employee who has a positive test in violation of this policy shall have a face-to-face clinical assessment and evaluation by a SAP designated by the Village to determine what assistance is needed for the employee to resolve problems associated with alcohol and/or drug use. The SAP must refer the employee to an appropriate education and/or treatment plan and provide a letter to the Village stating the specific recommendations of assistance for the employee. The employee shall have a face-to-face follow-up evaluation to determine if the employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations. Successful compliance could mean full or partial completion of the evaluation recommendations.

If the SAP feels the employee has not successfully complied with the recommendations of assistance, the SAP must provide a letter to the Village stating so. The employee will not be allowed to return to his/her job duties and the Village may take employment action against the employee, up to and including discharge.

If the SAP feels the employee has successfully complied or is continuing to comply with the recommendations of assistance, the SAP must provide a letter to the Village stating so. The SAP letter may include requirements for further recommendations of

assistance and follow-up evaluations if the SAP believes that ongoing services are needed to assist the employee in maintaining sobriety or abstinence from drug use after the employee returns to his/her job duties. The SAP letter provided to the Village shall also include the SAP's follow-up testing plan for the employee.

The SAP may direct the employee to undergo both a drug and alcohol test if the SAP determines that return to duty testing for both drugs and alcohol are necessary for the employee. If the alcohol test result is less than 0.02 and the drug test result is negative, the employee may return to his/her job duties.

(D) Follow-up Testing

The employee will be subject to unannounced follow-up drug and/or alcohol tests. The number and frequency of such tests shall be determined by the SAP and shall consist of at least 6 tests in the first 12 months of the employee's return to duty. The SAP may direct the employee to undergo both drug and alcohol tests if the SAP determines that follow-up testing for both drugs and alcohol are necessary for that employee. Follow-up testing shall not exceed 60 months from the date of the employee's return to duty. The MRO will assist the employer in ensuring that follow-up testing is conducted in accordance with the plan established by the SAP.

*Section 19.5 Drug Testing*

(A) Drug Testing Procedures:

When ordered to do so in accordance with this policy, an employee shall submit to drug testing through urine analysis. At the time specimens are collected, the employee will be given written instructions setting forth his/her responsibilities. The employee's identity will be verified through the use of a photo identification card or through a representative designated by the Village. Failure to submit to drug testing will be determined a refusal to test.

Procedures for collecting urine specimens shall allow individual privacy. The employee will be instructed to provide at least 45 ml of urine in the collection container. If the employee is unable to provide the 45 ml of urine on the first attempt, the procedures for "shy bladder" as outlined later in this Section will apply. The collector will ensure there is at least 45 ml of urine in the collection container and the temperature of the specimen is within the range of 90-100F degrees. The specimen will also be inspected for unusual color, the presence of foreign objects or material or for other signs of tampering.

In instances where the temperature is out of the range of 90-100F degrees, the 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 0.2g/l (dilute specimen), or the collector observes conduct indicating an attempt to substitute or adulterate the specimen, a direct observation collection will be made. The collector will prepare and maintain a written report concerning the observation. The observer shall be the same gender as the individual providing the urine specimen. The observer will continue to watch the specimen until it is given to the collector.

After collection of the sample, the collector 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. Both bottles will be sealed and labeled in the presence of the employee. 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 collector and the donor. Both the primary and split specimen 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 collector and the date of closure for shipment. The specimen will be placed in secure storage until dispatched to the laboratory. Both specimens are then sent by overnight delivery to a DHHS/SAMHSA-certified laboratory for testing and for validity testing.

All drug testing will be performed to detect for the presence of the following five substances: marijuana, cocaine, opiates, phencyclidine, and amphetamines. Initial and confirmatory cut-off levels will follow current Federal Department of Transportation mandated levels. All drug testing laboratory results shall be reviewed by a qualified medical review officer ("MRO") designated by the Village. Negative results will be released by the MRO to the Village. Before a laboratory confirmed positive test, adulterated test, substituted test, or invalid test result will be released to the Village, the MRO will conduct a verification interview with the employee by telephone unless: the employee declines to discuss the test result; the MRO or the Village cannot make contact with the employee within 10 days of the MRO receiving the laboratory results; or more than 72 hours have passed since the Village has contacted the employee to contact the MRO.



Before the start of the verification interview with the employee, the MRO will warn the employee that any medical information given to the MRO (medical conditions, medications, or other substances affecting the performance of job duties the employee reports having or using) will be provided to third parties (the Village, a SAP evaluating an employee as part of the return to duty process, or any other safety agency) if the MRO determines the information is likely to result in the employee being medically unqualified to perform his/her job duties or is likely to pose a significant safety risk.

During the verification process, if the employee can give the MRO a legitimate medical explanation for the positive, adulterated, or substituted test result the MRO will report the verified test result as negative. If the employee cannot give the MRO a legitimate medical explanation, a verified positive test result will be reported as positive and a verified adulterated or substituted test result will be reported as a refusal to test. If the test result is invalid or contains an unexplained interfering substance and the employee cannot give the MRO an acceptable explanation or a valid prescription and the employee does not admit to adulterating or substituting the specimen, the verified test result will be reported as a cancelled test with a second collection to take place immediately with the employee under direct observation. If the employee can give the MRO an acceptable explanation, the verified test result will be a cancelled test with no further testing needed unless a negative result is needed for return to duty or follow-up testing. If the employee admits to adulterating or substituting the specimen, the verified test result will be reported as a refusal to test.

All verified positive, refusal to test (adulterated or substituted) and cancelled test results will be released by the MRO to the Village.

(B) Dilute Specimens: the Village will treat a verified positive drug test result that is dilute the same as a verified positive drug test result.

(C) Shy Bladder: After an employee's first unsuccessful attempt to provide a minimum of 45 ml of urine, the shy bladder time starts. Any insufficient specimen shall be discarded. The employee will be urged to drink up to 40 oz. of fluids, reasonably through a period of time of up to 3 hours; however, it is not considered a refusal to test if the employee chooses not to drink fluids. If the employee does not provide a sufficient amount of specimen within 3 hours, the collection will be discontinued and the Village will be notified. The Village will consult with the MRO, then direct the employee to obtain, within 5 working days, an evaluation from a licensed physician, acceptable to the MRO, who has expertise in the medical issues associated with the employee's inability to provide an adequate amount of specimen. The physician must provide to the MRO a written statement of his/her recommendations and the basis for them. If the employee has a medical condition that could have prevented him/her from providing a sufficient amount of urine, and the MRO agrees with the physician's recommendation, the MRO will report the test result as a cancelled test. If the employee does not have a medical condition that could have prevented him/her from providing a sufficient amount of urine and the MRO agrees with the physician's recommendation, the MRO will report the test result as a refusal to test.

(D) Split Specimen Tests: When an employee is notified of a positive drug test or a refusal to test because of adulteration or substitution, the employee has 72 hours from the time of notification by the MRO to request a test of the split specimen either verbally or in writing to the MRO. The MRO will then prepare the documentation and forward it to the laboratory that is storing the split specimen. The laboratory will then prepare the documentation and send both the split specimen and the documentation to another DHHS/SAMHSA-certified laboratory for the split specimen testing. Pending the result of the split specimen test, the employee is not allowed to perform his/her job duties.

If the employee is unable to contact the MRO within 72 hours, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified test result, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the test of the split specimen take place.

Another DHHS/SAMHSA-certified laboratory will test the split specimen to either reconfirm or fail to reconfirm the positive, adulterated, or substituted drug test result from the result of the primary specimen. If the split specimen reconfirms the positive, adulterated, or substituted result, the positive or refusal to test result will stand. If the split specimen fails to reconfirm the positive, adulterated, or substituted result, both the primary specimen and the split specimen test results will be cancelled by the MRO.

If the employee notifies the MRO to test the split specimen and the laboratory reports to the MRO the split specimen is not available, the MRO will cancel both the primary specimen and the split specimen test results and direct the Village to conduct another collection on the employee immediately under direct observation.

Any employee who requests a test of his/her split specimen shall reimburse the Village for the cost of the split specimen test assessed to the Village.

### *Section 19.6 Alcohol Testing*

#### (A) Alcohol Testing Procedures:

When ordered to do so in accordance with this policy, an employee shall submit to breath alcohol testing through the use of an evidential breath testing device. At the time test is to be conducted, the testing procedures will be explained to the employee and the alcohol testing form will be completed by the employee and breath alcohol technician. The employee's identity will be verified through the use of a photo identification card or through a representative designated by the Village. Refusal by an employee 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. The test will be terminated and determined to be a refusal to test.

The BAT will inform the employee of the need to conduct a screening test. The BAT and the employee will read the sequential test number displayed by the EBT. The BAT will open an individually sealed, disposable mouthpiece in view of the employee and attach it to the EBT. The BAT will instruct the employee 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 employee 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 employee may then return to duty.

If the alcohol concentration is 0.02 or greater, a confirmation test shall be conducted with an EBT not less than 15 minutes nor more than 30 minutes after the completion of the screening test. During that time, the employee will be asked not to eat, drink, belch, or put anything into his/her mouth to prevent an accumulation of mouth alcohol that could lead to an artificially high reading on the confirmation test. The BAT will note in the remarks on the alcohol testing form these instructions were given and will also note on the alcohol testing form if the employee chose to ignore the instructions. The BAT will inform the employee that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instructions.

Before the confirmation test is conducted, the BAT must conduct an air blank test on the EBT that reads "0.00" and show the reading to the employee. An individually sealed mouthpiece will be opened in front of the employee and attached to the EBT. The BAT and the employee shall read the sequential test number displayed on the EBT. The employee will be requested to blow steadily and forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that enough breath has been obtained. The employee will be shown the breath alcohol test result and the result will be affixed to the alcohol testing form with tamper-evident tape.

If the confirmation test is conducted more than 30 minutes after the result of the screening test, the BAT shall note in the remarks on the alcohol testing form the reason the confirmation test could not be concluded within the 15-30 minute time frame. The confirmation test will still be conducted.

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 employee will sign and date the certification statement, which includes a notice that the employee 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). 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.

If a screening or confirmation test is invalid, the BAT will inform the employee that the test is cancelled and note the problem on the remarks line on the alcohol testing form. If a new screening or confirmation test is capable of being done, a screening test will be repeated or a retest will be conducted for the confirmation test on the employee.

In the event of a positive test result of 0.02 or greater but less than 0.04, the employee 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 employee 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 employee 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.

(B) Inability to Provide an Adequate Amount of Breath: If an employee is unable, or alleges he/she is unable to provide an amount of breath sufficient to give a reading on the EBT, the BAT should again instruct the employee to attempt to provide an adequate amount of breath and the proper way to do so. If the employee refuses to make a second attempt, the BAT shall discontinue the test and immediately notify the Village.

If the employee does make an attempt again and fails to provide an adequate amount of breath, the BAT may provide another opportunity to the employee if the BAT feels there is a strong likelihood the employee could provide a sufficient amount of breath. If the employee fails to provide an adequate amount of breath, the BAT shall note the failure on the remarks of the alcohol testing form and immediately notify the Village. The Village will then direct the employee to obtain, within 5 days, an evaluation from a licensed physician who is acceptable to the Village and has expertise in the medical issues associated with the employee's inability to provide a sufficient amount of breath. If the physician determines the employee has a medical condition that could have prevented him/her from providing a sufficient amount of breath, the test will be cancelled. No further testing will be required except when the employee needs a test result of less than 0.02 for a return to duty or a follow-up test. If the physician determines the employee does not have a medical condition that could have prevented him/her from providing a sufficient amount of breath, it will be considered a refusal to test. The Village shall notify the employee of the physician's conclusions.

#### *Section 19.7 Access to Records and Confidentiality*

All records pertaining to the Village's drug and alcohol testing program outlined under this collective bargaining agreement shall be maintained in a secure location with controlled access.

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

- the Village may disclose drug and alcohol information pertaining to an employee to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, and arising from the results of a drug and alcohol test administered according to 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.

Confidentiality will be maintained throughout the drug and alcohol screening process. EAP personnel will be expected to carry out all actions relative to this policy in a manner that 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 employee. EAP personnel will release information to Village administrative personnel only on a need-to-know basis subject to advance notice to the employee. In any case where the employee raises a claim against the Village or the Department involving the quality of care or services rendered by the EAP, the employee 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 employee's participation in the EAP.

#### *Section 19.8 Voluntary Employee Assistance Program Participation*

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village has established and encourages the use of its Employee Assistance Program ("the EAP"). The EAP was established in part so that a employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. It is the employee's responsibility to report to work fit for duty, and remain fit throughout the workday in order to perform in a safe, efficient, and productive manner.

Voluntary self-referral is preferred by the Village as a means to resolve drug and/or alcohol problems. An employee who feels he/she may have a drug and/or alcohol use problem may come forward for assistance. Such an option is not available to any employee after he/she have been notified to submit to a drug or alcohol test under this policy, nor can employees become a volunteer when subject to disciplinary action in order to avoid imminent discipline.

When an employee voluntarily seeks assistance, the Village will not take any adverse action against the employee and will allow him/her sufficient opportunity to seek an evaluation and education or treatment to establish control over his/her drug and/or alcohol problem. However, employees who do not make a commitment to overcome their drug and/or alcohol problems may experience work performance problems as a result. Accordingly, an employee 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.

During the course of evaluation and / or treatment under the EAP program, the employee will be removed from his/her job position and put on a leave of absence until such time the employee has completed all evaluations and education or treatment program required by a SAP. A letter must be written by the SAP and received by the Village stating the employee has successfully completed the educational or treatment program. The Village will require the employee to complete a return to duty test for drugs and/or alcohol. If the result(s) is negative, the employee may return to performing his/her job duties. The employee will then be subject to follow-up drug and/or alcohol tests as prescribed by the SAP after returning to duty. A positive result(s) will constitute a violation of this policy.

All costs associated with the evaluations and the education or treatment program will be the responsibility of the employee. The return to duty and follow-up testing will be pre-paid by the Village and will be immediately reimbursed by the employee. An employee who does not comply with or act in accordance with this Section shall be subject to disciplinary action, up to and including discharge.

When an employee suspects a co-worker is under the influence of drugs and/or alcohol, the employee should refer the co-worker's name to management, who shall respond accordingly.

These hotline and help-line numbers are made available as a reference only:

Village of Gurnee Employee Assistance Program

1-800-327-5071

Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Treatment

1-240-276-1660

### *Section 19.9 Disciplinary Action*

A violation of this policy for any reason by a probationary employee will result in the immediate discharge of the probationary employee. Non-probationary employees will be subject to discipline for violations under this policy as outlined in the following sections.

Violation of Use Prohibited (as outlined in Section 19.3)

It will be a violation of this policy when an employee engages in any activity that results in a violation of the prohibitions to the use of drugs and / or alcohol as defined in Section 19.3. In cases where there is a violation, the employee will be subject to progressive discipline in accordance with section "14.2 Discipline and Discharge" of the collective bargaining agreement. Depending upon the circumstances, discipline may be accelerated up to and include discharge.

*Progressive Discipline:*

- 1) Verbal or Written Reprimand
- 2) Suspension without pay
- 3) Discharge

Unsatisfactory Employee Assistance Plan Participation

Any employee allowed voluntary 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 test as required by the EAP treatment program will be in violation of this policy. The employee will be subject to progressive discipline which may be accelerated up to and include discharge, based on a review of the circumstances involving the unsatisfactory EAP participation.

Felony Conviction for a Violation of a Criminal Drug Statute

An employee 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 felony conviction. Any employee convicted for such a violation will be subject to immediate discharge.

Positive Drug and / or Alcohol Test

For a first violation of this policy (positive test), the Village will advise the employee of the resources available in evaluating and resolving problems associated with the misuse of drugs and/or alcohol. The employee must also agree to a "Last Chance Agreement" (a sample is attached in Appendix A) and, prior to being eligible for return to duty testing, the employee shall go to a SAP for a face-to-face clinical assessment and evaluation to determine what assistance is needed for the employee. The SAP must provide a letter to the Village stating the specific recommendations of assistance the employee must follow and provide referral to an appropriate education and treatment program.

The SAP shall confer with or obtain documentation from the appropriate education and/or treatment program to which the employee was referred. The employee shall meet with the SAP for a face-to-face follow-up evaluation to determine if the employee has demonstrated successful compliance with his/her initial evaluation recommendations. If the employee has shown successful compliance with the SAP's recommendations, the SAP will provide a letter to the Village stating such and shall include the follow-up testing plan for the employee as well as any continuing care recommendations. If the employee has not shown successful compliance with the SAP's recommendations, the SAP will provide a letter to the Village stating such and the employee will not be eligible for a return to duty test until the employee has shown successful compliance with the SAP's recommendations. If the employee does not comply with the SAP recommendations, the Village will take disciplinary action consistent with the "Last Chance Agreement".

Refusal to agree to a "Last Chance Agreement" will constitute a violation of this policy and the employee will be subject to immediate discharge.

The second violation of this policy (positive test) shall result in the immediate discharge of the employee.

All costs associated with the evaluations, rehabilitation, return to duty testing and follow-up testing will be the responsibility of the employee. The return to duty testing and following-up testing costs shall be pre-paid by the Village and immediately reimbursed by the employee.

*Section 19.10 APPENDIX A- Sample Last Chance Agreement*

The following is a SAMPLE "last chance agreement" and is provided for informational purposes only. When circumstances necessitate an agreement to be drafted as defined by the provisions of this drug and alcohol policy, current law or other regulations concerning such agreements shall control.

**AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

This Agreement and General Release of All Claims ("the Agreement") is made and entered into this (day)th day of (month), (year), by and between the Village of Gurnee ("the Village") and ("name").

**RECITALS**

**WHEREAS**, (name) has been employed by the Village as a (job);

**WHEREAS**, pursuant to drug and alcohol testing procedures outlined in the Drug and Alcohol Testing program contained in the collective bargaining agreement, on or about (date), (name) submitted a (urine / breath) sample for (drug / alcohol) testing.

**WHEREAS**, (name's) sample tested positive for (drug/ alcohol) ("the Positive Drug /Alcohol Test");

**WHEREAS**, as a result of the Positive (Drug / Alcohol) Test, a dispute has arisen between the parties hereto regarding (name's) continued employment with the Village;

**WHEREAS**, the parties hereto desire to resolve any and all disputes they might have regarding the Positive (Drug/Alcohol) Test and the continued employment of (name) with the Village;

**NOW, THEREFORE**, in consideration of the promises hereinafter set forth, the parties hereto agree as follows:1. The parties hereto adopt the foregoing Recitals and affirm that the construction of this Agreement shall be guided thereby.

2. In lieu of discharge, the Village agrees to allow (name) to continue in his/her position of (job) but only after each of the following conditions occurs:

a) (name) agrees to submit to random drug and alcohol testing for a period of at least (months) from the date of the execution of this Agreement; and

b) (name) is evaluated by the Substance Abuse Professional ("SAP") and agrees to comply with any and all recommendations of the SAP including but not limited to participating in any drug and/or alcohol rehabilitation program the SAP might recommend.

3. (name) further agrees and acknowledges that the continuation of employment and evaluation by the SAP are on a "once in a lifetime" basis. In the event of another violation of the Drug and Alcohol Testing Program policy contained in the collective bargaining agreement or any other rule, policy, or procedure of the Village, he/she will be discharged from the employ of the Village.

4. (name) further agrees to, and does, for him/herself, his/her heirs, executors, and administrators, remise, release, and forever discharge the Village and each of its heirs, executors, administrators, employees, agents, successors, assigns, and affiliates, of and from any and all manner of action, cause, and causes of action, suits, debts, bills, specialties, covenants, contracts, sums of money, commissions, compensation, controversies, agreements, promises, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which, against any of them, he/she has had, now has, or can, shall, or may have, directly or indirectly, whether known or unknown, for, upon, or by reason of any matter, cause, or thing whatsoever, through the date of these presents including, but not limited to, any and all claims arising out of his/her employment with the Village or the Positive (Drug/Alcohol) Test particularly including any and all claims of tort, breach of any alleged employment contract, policy, or practice, and any and all claims of employment discrimination under any federal, state, or local law, order, ordinance, or regulation prohibiting such discrimination including, but not limited to, the Age Discrimination in Employment Act, as amended (29 U.S.C. §§ 621 et seq.), Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000 et seq.), the Civil Rights Acts of 1866 and 1871 (42 U.S.C. §§ 1982 and 1983), Executive Orders 11246 and 11141, the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), the Illinois Human Rights Act (775 ILCS 5/1/101 et seq.), and the Illinois Unemployment Insurance Act (820 ILCS 405/100 et seq.).

5. The agreements made herein by the Village are not in any way to be construed as admissions of liability on its part or any of its employees, agents, successors, assigns, or affiliates regarding any matters and any such liability is expressly denied.

6. (name) agrees that this Agreement is being freely and voluntarily entered into by him/her without any duress or coercion after having carefully and completely read all of its terms and provisions and after having been afforded the opportunity to consult with legal counsel. Further, (name) acknowledges that the Village has afforded him/her a period of at least twenty-one (21) days within which to consider this Agreement, and that he/she has waived any rights he/she might have in that regard.

7. The parties hereto agree that this Agreement shall be construed and interpreted pursuant to the law of the State of Illinois; and further that any action, suit or proceeding to enforce or arising out of this Agreement shall be brought in the United States District Court for the Northern District of Illinois or the Circuit Court of Lake County, Illinois, each party hereby consenting to the jurisdiction of either such Court.

8. This Agreement constitutes the exclusive agreement between the parties hereto relating to the subject matter hereof. No amendment of this Agreement shall be binding unless in writing and signed by the parties hereto. Additionally, the terms and conditions of this Agreement shall apply without exception only to the present matter, and has no precedential value with respect to any other present or future disputes between or among the parties.

9. For a period of seven (7) days following the execution of this Agreement, (name) may revoke the Agreement.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement.

## ARTICLE 20 - SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted Federal or State Legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

## ARTICLE 21 - ENTIRE AGREEMENT

The Agreement and Side Letters of Agreement, 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.

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 the respect to any subject or matter referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. 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.

The parties Agreement to the terms of this provision shall not be construed as waiving any of their rights or obligations to negotiate as required by the Illinois Public Labor Relations Act ("Act") (5 ILCS 315/14 *et seq.*) as amended from time to time. Furthermore, the Union specifically does not waive and reserves its right to engage in impact/effects bargaining in accordance with the Act.

## ARTICLE 22 - DURATION

### *Section 22.1 Duration of Agreement*

This Agreement shall be effective as of May 1, 2018 and shall remain in full force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to the anniversary date that it desires to terminate or amend and modify the Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

### *Section 22.2 Impasse Resolution*

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

## Signature Page

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this the 7<sup>th</sup> day of May, 2018.

FOR THE UNION:

APPROVED:

[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

FOR THE VILLAGE:

APPROVED:

[Handwritten Signature]  
Village President

ATTEST:

[Handwritten Signature]  
Village Clerk





## Appendix B – Comparable Communities

Buffalo Grove  
Crystal Lake  
Highland Park  
Hoffman Estates  
Libertyville  
Mount Prospect  
Niles  
Northbrook  
Wheeling

Appendix C – Annual Wage Matrices

(End of document)