

# ILLINOIS FOP LABOR COUNCIL AND VILLAGE OF GURNEE



## PATROL OFFICERS

**May 1, 2019 through April 30, 2023**

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

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## **AGREEMENT**

This Agreement is made and entered into by and between the Village of Gurnee (hereinafter referred to as the "Village") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"). It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for Officers covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity in an economical manner; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein. NOW, THEREFORE, the parties agree as follows:

### **ARTICLE 1 RECOGNITION AND REPRESENTATION**

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

### **ARTICLE 2 NON-DISCRIMINATION**

#### **Section 2.1 Non-Discrimination**

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

#### **Section 2.2 Americans With Disabilities Act**

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

### **ARTICLE 3 DUES CHECK OFF AND INDEMNIFICATION**

#### **Section 3.1 Dues Check-Off**

During the term of this Agreement the Village will deduct from each Officer's paycheck once each month the uniform, regular monthly Union dues for each Officer in the bargaining unit who has filed with the Village a lawfully written authorization form, a copy of which is attached as Appendix A, and shall forward such amount to the Union in the month following the month in which the deduction was made. Beginning January 1, 2013 and continuing, dues shall be deducted from each Officer's regular biweekly paycheck and remitted to the Union. The actual dues amount deducted, as determined by the Union, shall be uniform for each Officer in order to ease the Village's burden in administering this

provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. Dues shall be remitted to the Union, along with a list of the Officers' names from whom deductions have been made, at the address designated by the Union. If an Officer 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 Officer any amounts paid to the Union in error on account of this dues deduction provision.

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

### **Section 3.2 Indemnification**

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

### **Section 3.3 Bulletin Board**

The Village will provide a bulletin board to the Union for Union business of a non-political and non-inflammatory nature, provided a copy of any posting is given to the Police 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.

## **ARTICLE 4 NO STRIKE-NO LOCKOUT**

### **Section 4.1 No Strike**

Neither the Union nor any officers, agents or Officers covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of reason for so doing. Any or all Officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each Officer who holds the position of Officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

#### **Section 4.2 No Lockout**

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

#### **Section 4.3 Penalty**

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

#### **Section 4.4 Judicial Restraint**

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

### **ARTICLE 5 LABOR MANAGEMENT COMMITTEE**

At the request of either party, the Union and the Police Chief or their designee shall meet to discuss matters of mutual concern that do not involve negotiations. The party requesting the meeting shall submit a written agenda of the item it wishes to be discussed at least three (3) days prior to the date of the meeting. The Union and the Police Chief shall decide the number of representatives to be present at the meeting. The parties agree that the number should be limited to no more than three (3) representatives from each party. Should the Village implement new operational requirements not contained in this Agreement, the parties agree to meet and discuss the implementation upon notification from the Union of its desire to do so.

### **ARTICLE 6 MANAGEMENT RIGHTS**

Subject to the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Police Department in all of its various aspects and to manage and direct Officers, including the following: to determine the mission of the Police Department; to determine the number and location of facilities and offices as well as the staffing and equipment for such offices and facilities; to determine whether and to what extent it will contract and/or subcontract for the provision of any services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to hire, assign, transfer and promote Officers; to establish the qualifications of employment; and to determine the number of Officers; 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 Officers; to discipline, suspend, demote and discharge Officers for just cause (including probationary Officers without just cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to lay off Officers 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. In addition, the Village may establish all requirements, rules, policies and procedures.

## **ARTICLE 7 PRECEDENCE OF AGREEMENT**

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

## **ARTICLE 8 SENIORITY, LAYOFF AND RECALL**

### **Section 8.1 Definition of Seniority**

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace Officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the Officers on the Gurnee Civil Service Commission's hiring list, with the Officer higher on the list being more senior.

### **Section 8.2 Probationary Period**

All new Officers and those hired after loss of seniority shall be considered probationary Officers until they complete a probationary period of twelve (12) months of actual work (minimum 1800 hours – vacation, holiday, and/or compensatory time is included in 1800 hours) after successfully completing the Basic Police Academy requirements. During an Officer's probationary period the Officer may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary Officer. There shall be no seniority among probationary Officers. Upon successful completion of the probationary period, an Officer shall acquire seniority which shall be retroactive to his/her last date of hire with the Village in the position covered by the Agreement.

### **Section 8.3 Seniority List**

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



### **Section 8.4 Layoff**

The Village, in its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, Officers covered by this Agreement will be laid off in accordance with their length of service as provided in the current seniority listing. Except in an emergency, no layoff will occur without at least fourteen (14) calendar day's notification to the Union and members affected. If an emergency is declared, the affected Officers shall receive pay in lieu of notice not provided.

### **Section 8.5 Recall**

Officers who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, Officers who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Officers who are eligible for recall shall be given a minimum of fourteen (14) days' notice of recall and notice of recall shall be sent to the Officer by certified or registered mail with a copy to the Union, provided that the Officer must notify the Police Chief or designee of his/her intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the Village) after receiving notice of recall. Such notification of intention to return to work shall be done in writing. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the Officer, it being the obligation and responsibility of the Officer to provide the Police Chief or designee with the latest mailing address. An Officer who fails to timely respond to a recall notice shall have his/her name removed from the recall list.

### **Section 8.6 Termination of Seniority**

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

- (a) quits;
- (b) is discharged (for just cause for an Officer who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence other than as provided in Article XIV, Section 3;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) fails to notify the Police Chief or designee of his/her intention to return to work within three (3) weekdays Monday through Friday (exclusive of holidays observed by the Village) after being sent notice of recall;
- (g) is laid off and fails to report for work within fourteen (14) days after having been recalled;
- (h) is laid off for a period in excess of eighteen (18) months;

- (i) does not perform work for the Village (except for military service, disability pension, or a layoff where the Officer has recall rights, or an established work related injury compensable under workers compensation) for a period in excess of twelve (12) months; or
- (j) is absent for two (2) consecutive working days without notifying the Police Chief.

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

## **ARTICLE 9 GRIEVANCE PROCEDURE**

### **Section 9.1 Definition**

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

### **Section 9.2 Procedure**

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

#### **STEP 1:**

Any Officer who has a grievance shall submit the grievance in writing to the Officer's (in most cases, the Sergeant in charge) immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to

have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the Officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within fourteen (14) calendar days after the grievance is presented.

### **STEP 2:**

If the grievance is not settled at Step 1 and the Officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief or designee within fourteen (14) calendar days after receipt of the immediate supervisor's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or designee, shall provide a written answer to the grievant within fourteen (14) calendar days after the grievance is appealed to Step 2.

### **STEP 3:**

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within seven (7) calendar days after receipt of the Police Chief's answer at Step 2. Thereafter, the Village Administrator or designee and other appropriate individual(s) as desired by the Village Administrator, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal, unless extended by the parties. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the grievant and Union within fourteen (14) calendar days following the meeting.

### **Section 9.3 Arbitration**

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village Administrator's written answer as provided to the Union at Step 3:

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

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

#### **Section 9.4 Limitations on Authority of Arbitrator**

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

#### **Section 9.5 Time Limit for Filing**

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the Officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented by the Officer within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved Officer may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

## **ARTICLE 10 WAGES AND OTHER COMPENSATION**

### **Section 10.1 Wages**

#### **Step 1: CPI based cost of living adjustment**

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

#### **Step 2: Market Adjustment**

For the duration of the Agreement, all base salary steps shall be further adjusted by an amount necessary to place the top base salary of Officers at or above the top [third] quartile among the comparable police departments of: Buffalo Grove, Deerfield, Highland Park, Lake Forest, Libertyville, Lincolnshire, Mundelein, Vernon Hills, and Wheeling. The third quartile salary figure shall be calculated based on the most currently available top base salary for Police Officers in the comparable communities as of January 1 of the calendar year that immediately precedes the fiscal year to which the market adjustment would be applied. The difference between Officer top base salary and the third quartile salary figure shall be calculated and the resulting percentage increase shall then be applied to all salary steps. Top base salary figures used in calculating the third quartile salary shall be obtained from the collective bargaining agreement in effect as of March 1<sup>st</sup> of the respective year and/or received from the respective community (if non-bargained). If a Collective Bargaining Agreement is expired the salary used in the calculation shall be the top base salary in effect as of the date of expiration of the Collective Bargaining Agreement, plus an adjustment for each May 1 of each year of the Collective Bargaining Agreement as defined in Step 1. If a Collective Bargaining Agreement extends beyond May 1 of the respective year and the top salary figure is known, the salary used in the calculation shall be the top salary in effect as of May 1<sup>st</sup>. If the calculated salary generated by the market adjustment is less than the adjusted cost of living salary from Step 1 then no market adjustment will be made. The annual wage matrix will be updated and placed in Appendix C.

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

### **Section 10.2 Longevity Pay**

The Village provides a longevity pay plan to recognize an Officer's time of service to the Village. Longevity will be recognized for payroll purposes in the following manner. An Officer will become eligible for longevity pay on December 31<sup>st</sup> following the Officer's eight year anniversary of full-time employment with the Village. An Officer will receive \$100 following his/her 8th and 9th anniversary; \$200 in longevity pay on the December 31<sup>st</sup> following his/her 10th and 11th anniversary; \$400 in longevity pay on the December 31<sup>st</sup>

following his/her 12th and 13th anniversary; \$600 in longevity pay on the December 31st following his/her 14th and 15th anniversary date; \$800 on the December 31st following his/her 16th and 17th anniversary date; \$1,000 in longevity pay on December 31st following his/her 18th and 19th anniversary date; and \$1,200 in longevity pay on the December 31st following his/her 20th anniversary. Longevity pay will be calculated through December 31st of each calendar year and paid in December. Officers on inactive status who are not accruing time off or receiving benefits through the Village at the time longevity is paid will not receive longevity pay. There shall be no pro-rata longevity pay for Officers separating or retiring prior to the date the longevity payment is made. The maximum amount of longevity pay an Officer will receive in any calendar year is \$1,200.

### **Section 10.3 Specialty Pay**

Officers who are assigned as Field Training Officers shall be compensated at an additional ten percent (10%) of his/her regular straight time rate for those hours worked as a Field Training Officer.

### **Section 10.4 Shift Pay**

Any Officer who is regularly scheduled to work "1st shift" (between the hours of 11:00 p.m. and 7:00 a.m.) and who works said hours shall receive shift differential pay of three percent (3%) of the Officer's base pay for working said hours. Vacation days, sick days, compensatory time days and holidays utilized shall be compensated for exclusive of the shift differential pay. Overtime for said shift shall be computed exclusive of the shift differential pay. In the event the Village decides to institute twelve (12) hour shifts, the three percent (3%) shift differential pay shall be eliminated.

### **Section 10.5 Officer in Charge**

Any Officer designated by the Police Chief as an Officer in Charge will be compensated at an additional ten percent (10%) of his/her regular straight time rate in the scheduled absence of the Shift Supervisor.

### **Section 10.6 Jury Duty**

An Officer whose service on a jury causes the loss of a regularly scheduled work day shall receive eight (8) hours pay for such time lost. In order for the Officer to receive pay or reimbursement, the Officer must provide documentation of the date(s) of service to his/her supervisor or the Police Chief. An Officer on such jury duty is expected to come to work when possible (i.e., when jury duty doesn't last the entire day). The maximum number of compensable work days shall be no more than twenty (20) scheduled work days.

### **Section 10.7 Mileage Allowance**

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

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

### **Section 10.8 Tuition Reimbursement**

The Village encourages each Officer to improve his or her on-the-job skills and to reach career goals through continuing education. Many beneficial courses of study are available to Village Officers in neighboring schools. Full-time Officers electing to avail themselves of these educational opportunities shall submit a completed application for Officer education tuition assistance request to the Police Chief for review. The Police Chief, after review of the proposed subject matter, may recommend the Officer be considered for educational reimbursement on the following basis:

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

(b) Courses leading to a degree or an advanced certificate of achievement in the field of the Officer's job classification: 65% of tuition costs and up to \$50.00 of the cost of books and other course materials.

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 Officer by the Village Board based upon a recommendation by the Village Administrator. If the Officer is also being reimbursed for educational expenses by another source the Village will only provide tuition assistance on either the balance due or the appropriate percentage as set forth above, whichever is less. All reimbursements for books and other course materials are to be supported by appropriate paid receipts. In recognition of the significant resources that may be committed in connection with Class "b" courses, Officers who voluntarily resign their employment with the Village prior to completion of the degree or certificate program, or within twelve (12) months of completion of the degree or certificate program, shall be obligated to reimburse the Village for 100% of the benefits received under this section. Officers who voluntarily resign their employment within thirteen (13) months to twenty-four (24) months of completion of the degree or certificate program shall be obligated to reimburse the Village for 50% of the benefits received under this section.

## **ARTICLE 11 HOURS OF WORK AND OVERTIME**

### **Section 11.1 Application of Article**

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

### **Section 11.2 Work Schedule**

The work schedules currently in effect shall remain in effect subject to Section 11.4. Both parties agree that any schedule must be reasonable and meet the minimum staffing requirements for the Village of Gurnee. Said staffing is set by the Police Chief.

### **Section 11.3 Normal Work Cycle**

The current normal work cycles shall remain in effect subject to Section 11.4, including one paid 30-minute lunch and two, 15-minute breaks per shift. All breaks are subject to operating needs.

### **Section 11.4 Changes in Normal Workday or Normal Work Cycle**

Should it be necessary in the judgment of the Police Chief to establish schedule departing from the normal workday or the normal work cycle, or to change the shift schedule of an Officer or Officers, the Police Chief will give, if practicable (i.e., in pre-planned non-emergency situations) at least seven (7) days written advance notice of such change to all Officers affected by such change.

### **Section 11.5 Work Cycle for Police Officers Who are Assigned as Investigators**

It is recognized that the workday of an Officer assigned as an investigator necessarily varies depending on the needs of the Department and that from time to time it will be necessary to make changes in the investigator's workday. In order for an Officer to be assigned as an investigator, the Police Chief must have issued to that Officer a written personnel order. Without such personnel order, the Officer is not assigned as an investigator.

### **Section 11.6 Overtime Pay**

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

### **Section 11.7 Court Time**

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

### **Section 11.8 Call-In Pay**

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

### **Section 11.9 Compensatory Time**

An Officer shall have the option of accruing up to a maximum of one-hundred (100) hours of compensatory time in lieu of overtime pay. While Officer wishes will be considered, the scheduling of compensatory time shall be subject to the paramount need of the



Department as determined by the Police Chief or designee. The scheduling of compensatory time shall not adversely affect the Department and shall not be unreasonably denied. Accrued compensatory time may be carried over from year to year. Upon written request to the Police Chief an Officer may exchange compensatory time for cash throughout the year. Cash out of compensatory time will occur on the Officer's regular payroll check. No separate checks will be permitted for cash out of compensatory time.

### **Section 11.10 Shift Trades**

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

### **Section 11.11 No Pyramiding**

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

### **Section 11.12 Travel for Training**

When an Officer is assigned to attend a training class those hours will be duty hours and paid on an hour-for-hour basis. An Officer attending a training class which is held at a location (as determined by a radius) that is between 20 and 34 miles from the Village of Gurnee Police Station will receive one (1) hour of compensatory time for each day of training that requires travel. An Officer attending a training class held at a site 35 miles or greater from the Village of Gurnee Police Station would receive two (2) hours of compensatory time for each day of such training approved by the Police Chief. It is understood that, consistent with all scheduling, the right to schedule training is exclusively reserved by the Police Chief, including but not limited to, scheduling training within an Officer's duty hours and/or making schedule adjustments to accommodate training days that differ from an Officer's duty hours.

### **Section 11.13 Detective On-Call Pay**

Beginning with the first full month following execution of the Collective Bargaining Agreement by both parties, each Detective who is required to be on-call will receive 10 hours of straight time compensatory time per quarter while working in that assignment. Time will be credited on the last payroll of the last month of each quarter (March; June; September; December) and the Detective must be working in the assignment when time is credited; there is no pro-ration for a Detective no longer serving in the assignment. Detectives shall be responsible for monitoring compensatory time banks to ensure the on-

call compensatory time can be properly credited to the bank. On-call compensatory time lost due to bank limit shall not be compensated and will be forfeited.

## **ARTICLE 12 HOLIDAYS AND PERSONAL DAYS**

### **Section 12.1 Holidays**

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

### **Section 12.2 Holiday Pay**

For purposes of foregoing holiday pay provisions, if a majority of the hours of a shift fall on the holiday (12:00 midnight through 11:59 p.m.), the entire shift shall be considered as falling on the holiday for holiday pay purposes. On the other hand, if less than a majority of the hours of a given shift do not fall on the holiday, the entire shift shall not be deemed to fall on the holiday. Example: An Officer whose regularly scheduled shift commences at 11:00 pm on the day before Independence Day and extends through 7:00 am on Independence Day shall be deemed to have worked eight (8) hours on said holiday for holiday pay purposes. On the other hand, an Officer who's regularly scheduled shift begins at 11:00 pm on Independence Day shall not be deemed to have worked on said holiday. Overtime pay at the rate of time and one half (1 ½) the Officer's normal straight time hourly rate shall be paid for all hours worked on Memorial Day, Fourth of July, Thanksgiving, and Christmas Day for Officers regularly scheduled to work the holiday. Officers who work overtime on Memorial Day, Fourth of July, or Christmas Day, shall be paid two (2) times the Officer's normal straight time hourly rate for such hours worked.

### **Section 12.3 Personal Time**

In addition to the above ten (10) holidays Officers shall also receive two (2) personal days, sixteen (16) hours of personal time, per fiscal year. Personal time may not be taken consecutively with holiday or vacation time without the approval of the Police Chief and must be scheduled with the Police Chief.

## ARTICLE 13 VACATIONS

### Section 13.1 Vacation Eligibility

(a) In order to be eligible for a paid vacation, an Officer who, as of his/her anniversary date of employment, has been continuously employed in a position covered by this Agreement must work for at least 1800 hours during the preceding year of employment. If Officer used vacation, holiday, and/or compensation time, said time is included as time worked.

(b) Every Officer shall be eligible for paid vacation time after the completion of his/her probationary period with the Village. Officers shall start to earn vacation allowance as of the date of the commencement of Academy training or the Officer's work assignment as the case may be. Vacation allowance shall be earned monthly, based on the following schedule:

Length of Continuous Service	Working Days of Vacation Per Year
After 1 year to 5 years	10 days (80 hours)
6 years to 10 years	15 days (120 hours)
11 years	16 days (128 hours)
12 years	17 days (136 hours)
13 years	18 days (144 hours)
14 years to 19 years	20 days (160 hours)
20 years or more	25 days (200 hours)

### Section 13.2 Vacation Week

Vacation pay shall be paid on a forty (40) hour basis per week at the rate of the Officer's regular straight-time hourly rate of pay in effect for the Officer's regular job classification on the payday immediately preceding the Officer's vacation.

### Section 13.3 Vacation Scheduling

**First Pre-Pick:** An Officer shall submit requests for vacation time in December of each year for the vacation year beginning the following May 1. Requests shall be granted on a seniority basis. There shall be one Officer per team allowed on a vacation block per calendar day. For purposes of this section, teams shall mean the following: Team A day patrol shift, Team A night patrol shift, Team B day patrol shift, Team B night patrol shift, Investigations, or any other team that may be formed at the discretion of the Police Chief.

**Second Pre-Pick:** Officers assigned to teams with six (6) or more permanently assigned Officers may also submit requests for vacation blocks thirty (30) days prior to the date. Requests shall be granted on a seniority basis. There shall be one additional Officer per team allowed on a vacation block per calendar day. For purposes of this pre-pick a team shall mean the following: Team A day patrol shift, Team A night patrol shift, Team B day patrol shift, Team B night patrol shift, or any other team that may be formed at the discretion of the Police Chief. Vacation shall be scheduled at times requested by the Officer consistent with the operational needs of the department. The request of the Officers shall be by seniority in compliance with existing policy. A minimum of two (2) Officers per shift shall be allowed vacation at any given time (except in an emergency). It is expressly understood that other than previously stated, the final right to designate

vacation periods and the maximum number of Officers who may be on vacation at any time is exclusively reserved by the Police Chief in order to ensure the orderly performance of the services provided by the Village.

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

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

#### **Section 13.4 Limitation on Accumulation of Annual Vacation**

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

#### **Section 13.5 Pay For Earned But Unused Vacation**

If at time of separation (except for termination for just cause) an Officer has earned but unused vacation time, said vacation time shall be paid at the Officer's rate of pay at the time of separation. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased Officer or to the Officer's heirs, executors or administrators as the Village shall determine. Officers with less than twelve (12) months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

### **ARTICLE 14 LEAVES OF ABSENCE**

#### **Section 14.1 Sick Leave**

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

- (a) Any bona-fide personal illness which results in time away from work. Officers should be prepared to present proof of illness when an absence from work extends to more than three (3) consecutive working days.
- (b) An illness, injury, or medical appointment of the Officer'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 Officer's absence from work is required. If requested by a supervisor, written verification is

required from a health care professional. A maximum leave of six (6) days (forty-eight (48) hours) may be authorized in this situation. Additional leave may be granted for this purpose by the Village Administrator.

- (c) Medical, dental or optical examinations.
- (d) Proof of illness can be provided by a physician, or physician's assistant or nurse practitioner.

In the case of a serious health condition or other qualifying reason, the Officer may be subject to Family and Medical Leave provisions [section 14.8].

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

#### **Section 14.1(A) Retirement Health Savings Plan and Sick Leave Buyback Program**

##### Retirement Health Savings Plan

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

##### Mandatory Officer Leave Contribution:

##### Accrued Sick Leave

16 hours to be deducted from the Officer's annually accrued sick leave after adjusting balance for sick time used and mandatory carryover provision of the Village of Gurnee sick leave buyback program; Officers with less than 16 available hours must contribute all remaining available hours.

#### Direct Employer Contribution:

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

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

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

#### Optional Plan-Unused Sick Leave (Sick Leave Buyback Program)

All full time Officers are provided with a plan for utilizing unused sick leave. Sick time used during the year is deducted from the maximum time an Officer 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 Officer's previously banked time. Only after exhausting the current period's accrual is sick time deducted from the Officer's previously banked sick time. The maximum amount of sick time an Officer can accrue during this 12 month period is ninety six (96) hours. Each November, an Officer must bank at least thirty two (32) hours of sick time if available, followed by the mandatory RHS plan contribution. Unused sick time, in excess of the time banked and contributed to the RHS plan, may be utilized in any combination of the following ways:

(a) May be accrued for future sick leave;

(b) May be taken as "pay in lieu," subject to a maximum of forty eight (48) hours. Sick days taken as "pay in lieu" will be paid in December of each respective year.

(c) A maximum of forty eight (48) hours may be carried over to be used as "personal days" between December 1<sup>st</sup> and November 30<sup>th</sup> of the following year. A personal day may not be taken consecutively with holiday or vacation time and must be scheduled with the Police Chief so as to not interfere with Department operations. These days are not eligible for carry over, for "pay in lieu", or for compensation if employment is terminated.

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

a) May be accrued for future sick leave;

b) May be taken as "pay in lieu" subject to a maximum of sixty four (64) hours. Sick days taken as "pay in lieu" will be paid in December of each respective year.

c) A maximum of sixty four (64) hours may be carried over to be used as "personal days" between December 1<sup>st</sup> and November 30<sup>th</sup> of the following year. A personal day may not be taken consecutively with holiday or vacation time and must be scheduled with the Police Chief so as to not interfere with Department operations. These days are not eligible for carry over, for "pay in lieu" or for compensation if employment is terminated.

### **Section 14.2 Bereavement Leave**

In the event of a death in the Officer's immediate family, the Officer will be granted bereavement leave with pay up to a maximum of three (3) days (24 hours). Immediate family in this context is construed to be: spouse, father, mother, child (including step, foster, or adopted child), brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. Officers who need to utilize bereavement leave must notify the Police Chief or designee as soon as possible. Bereavement leave for certain extended family members not covered above such as uncle and aunt, grandparents of spouse may be granted at the discretion of the Police Chief or designee. In the event an Officer wishes to take additional bereavement leave (in excess of hours) or has a non-qualifying bereavement event the Officer may request additional leave which may be granted at the discretion of the Police Chief or designee. For purposes of this section the Officer may elect to use sick time (last in first out) or any other accrued time off available to him or her.

### **Section 14.3 Military Leave**

The Officers covered by this Agreement who are members of the military service of the United States or who are members of a military reserve unit of the United States or the State of Illinois shall be entitled to all rights and benefits guaranteed to them under any applicable federal or Illinois state law and by the Village of Gurnee Personnel Policy Manual, as amended.

### **Section 14.4 Educational Leave**

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

### **Section 14.5 Off-the-Job Disability Leave**

The Officer 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 Officer and the related work limitations. The Police Chief will review the possibility of a special work assignment as a reasonable accommodation to the Officer. If a special work assignment is not feasible, an unpaid leave of absence may be granted for the period they are medically unable to work by the Village Administrator. The Village Administrator shall set this time period based upon the circumstances in each specific case. Benefits will not accrue during this temporary leave of absence. The Officer 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. Officers wishing to exercise this option must notify their department head of their intention at the time that disability leave is requested. Officers returning from disability leave must present medical documentation, signed by the attending physician, of their ability to resume work. Returning Officers will be given their same or a substantially equivalent job for which they are qualified, if there is an appropriate vacancy. If a vacancy does not exist at that time, they may be continued on leave and will be offered the first appropriate vacancy for which they are qualified. Those returning from a disability leave will not be entitled to a shift preference. Failure to return to work on the date specified in the original leave shall be cause for dismissal.

### **Section 14.6 Injury Leave**

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

### **Section 14.7 Sick Leave Donation**

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

### **Section 14.8 Family and Medical Leave**

Eligible Officers 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. Accrued and banked sick time shall be used first; if sick time is exhausted, other time off accruals (vacation, personal days, compensatory time, holiday bank) shall be used in place of any unpaid leave.

## **ARTICLE 15 INSURANCE**

### **Section 15.1 Insurance**

The Village will make available the same group medical and dental insurance plan(s) for all eligible employees and dependents, including Officers covered under this Agreement and their eligible dependents. Notwithstanding the foregoing, the Village retains the right to change insurance carriers and/or plans, to fully insure, to self-insure, to adopt additional coverage alternatives, or join a health insurance pool for the provision of medical and/or dental benefits as it deems appropriate so long as the overall coverage available to Officers is substantially the same as was available on the date of ratification of this Agreement. The Officer's portion of the premium shall be 20% for the PPO option and 10% for the PPO/HRA option through December 31, 2015. Effective January 1, 2016, the Officer's portion of the premium shall be 21% for the PPO option and 11% for the PPO/HRA option. Effective January 1, 2017, the Officer's portion of the premium shall be 22% for the PPO option and 12% for the PPO/HRA option. The Village agrees to make reasonable good faith efforts to reduce the paperwork required for participation in and obtaining benefits from the HRA/PPO and to assist bargaining unit members with such paperwork. Should the Village deem it necessary to implement only one health insurance option; the change will be negotiated with the Union. These negotiations will be subject to the impasse resolution provisions of Section 14 of the Illinois Public Labor Relations Act.

### **Section 15.2 Life Insurance**

The Village will provide term life insurance to all full time Officers in the amount of one times (1x) the Officer's annual base salary and an additional one times (1x) annual base salary of accidental death and dismemberment (AD&D) coverage under the terms of the current group life insurance program in force. The Village will assume the full cost of the



Officer's life insurance and AD&D coverage from the date of eligibility onward. Life insurance and AD&D coverage ceases with the termination of employment. The Village reserves the right to institute, maintain and change cost containment, benefit and other provisions of the life insurance and AD&D plans so long as the amount of coverage is maintained. Specific aspects of the life insurance and AD&D coverage are contained in the respective carrier's group insurance certificate.

### **Section 15.3 Cost Containment**

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

### **Section 15.4 Terms of the Policy to Govern**

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

### **Section 15.5 COBRA**

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

### **Section 15.6 Subrogation**

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

### **Section 15.7 Funeral Expense**

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

## **ARTICLE 16 GENERAL PROVISIONS**

### **Section 16.1 Gender of Words**

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision(s) concerned.

### **Section 16.2 Outside Employment**

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

### **Section 16.3 Replacement of Personal Property**

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

### **Section 6.4 Uniforms**

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

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

June 2020 \$675

June 2021 \$700

June 2022 and thereafter \$725

### **Section 16.5 Inspection of Personnel Files**

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

### **Section 16.6 Retention of Disciplinary Records**

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

### **Section 16.7 Medical Examinations**

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

### **Section 16.8 Inoculation and Immunization**

The Village agrees to pay all expenses for inoculation or immunization shots for the Officer as a result of said Officer's exposure to contagious diseases where said Officer has been exposed to said disease in the line of duty. If, in the Village's physician's opinion, the members of the family are required to have such shots, the Village agrees to assume the costs of the shots.

### **Section 16.9 Bill of Rights**

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

### **Section 16.10 Impasse Resolution**

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

### **Section 16.11 Drug and Alcohol Policy**

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

### **Section 16.12 Specialization Posting and Application**

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

### **Section 16.13 Posting of Known Overtime Work**

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

### **Section 16.14 Indemnification**

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

**Section 16.15 Part-time Employees**

The Village may utilize the services of part-time Officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-20 and 50 ILCS 705/8.1 et seq.

**Section 16.16 Living Radius**

Officers will not be subject to Civil Service Rules and Regulations Chapter 2, Section 12 Residency Requirements, however travel time and distance between the Village and an Officer's place of residence will be considered in appointment to specialty positions that may require a more rapid off duty response or involve a take home squad car.

**Section 16.17 Council Officers and Grievance Committee Members.**

For the purposes of administering and enforcing the provisions of this Agreement, the Village agrees as follows: In order to assist the Village with compliance with this Article, the Local Union shall provide the Police Chief with a list of the names of the Union's officers and Union grievance committee members within a reasonable time following election or appointment of such officers, or any changes to the list.

**ARTICLE 17 ENTIRE AGREEMENT**

The Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein (e.g., negotiations as provided in the Savings Clause over a substitute provision for a provision held invalid or unenforceable.). The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 18 SAVINGS**

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

**ARTICLE 19 DURATION OF AGREEMENT**

This Agreement shall be effective as of May 1, 2019 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached either through collective bargaining, mediation or an Arbitrator's Award.

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL:

VILLAGE OF GURNEE:

\_\_\_\_\_  
Kevin Schreiner  
Unit Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristina Kovarik  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stan St. Clair  
Unit Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Andy Harris  
Village Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Patrick Murray  
Unit Steward

\_\_\_\_\_  
Date

Village Seal:

**APPENDIX A DUES AUTHORIZATION FORM**  
**ILLINOIS FRATERNAL ORDER OF POLICE, LABOR COUNCIL**  
**974 CLOCKTOWER DRIVE**  
**SPRINGFIELD, ILLINOIS 62704**

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

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

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

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

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

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

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clocktower Drive  
Springfield, Illinois 62704  
(217) 698-9433

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

## **APPENDIX B - VILLAGE OF GURNEE POLICE OFFICER DRUG AND ALCOHOL POLICY AND TESTING PROGRAM**

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#### I. Introduction.

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

The police Officers (“the Officers”) of the Village of Gurnee Police Department (“the Department”) perform a vital service for the Village of Gurnee (“the Village”), its residents, and the public. To ensure that this service is delivered safely, efficiently, and effectively, each Officer 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 Department Officers so that police services are delivered safely, efficiently, and effectively.

##### B. Officer and Management Responsibilities.

All Department Officers are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Department’s Police Chief will monitor Department practices to ensure compliance and will answer all questions of any Officer about this. Department Officers are responsible for ensuring adherence to this policy. The Department’s supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, or disability.

##### C. Confidentiality.

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

- The testing laboratory will report individual drug test results to the designated MRO.
- The MRO, BAT, and SAP will report individual test results only to: the Officer tested; the EAP, if applicable; and the Department official empowered to recommend or take administrative action (or the official’s designated agent).

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

- To the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Officer tested and arising from a test administered under this policy.

- When requested by any agency with regulatory authority over the Village or the Department.
- When ordered to do so by order of court.

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

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

### A. Deterrence.

#### 1. Fitness for Duty.

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

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

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

### B. Treatment and Rehabilitation.

#### 1. Employee Assistance Program (EAP) Responsibilities.

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

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

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



- Specialized education and training programs.

## 2. EAP Referral.

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

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

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

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

## III. Provisions for Drug and Alcohol Testing.

### A. General Conditions.

#### 1. Persons Subject to Testing.

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

#### 2. Drug Rule.

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

- The use of an illegal drug by a Department Officer at any time is prohibited.
- The use or possession of an illegal drug from the time a Department Officer reports for work until the conclusion of the Officer's workday or reporting for work in an unpaired condition due to the use of the same is prohibited.
- A Department Officer may not have an illegal drug in his/her system from the time of reporting for work until the conclusion of the workday.
- A Department Officer shall not knowingly accept relief from or permit another Department Officer to work who is under the influence of an illegal drug.

#### 3. Alcohol Rule -- Required Hours of Compliance.

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

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

## B. Detection.

### 1. Circumstances for Testing.

#### a. Reasonable Suspicion.

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

#### b. Post-Accident (While on Duty).

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

Post-accident drug tests will be performed as soon as possible but no later than thirty-two (32) hours following the accident. Post-accident alcohol tests will be performed within two (2) but not later than eight (8) hours following the accident.

If an alcohol test still is not administered within eight (8) hours following the accident, all attempts to administer the test will cease.

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

#### c. Officer Involved Shooting or Death

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

#### d. Return to Duty.

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

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

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

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

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

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

#### e. Follow-Up.

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

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

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

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

- Refusal, by word or action, to take the test.
- Inability to provide adequate amounts of urine specimen or breath within three (3) hours without a valid medical explanation.
- Tampering with or attempting to adulterate the specimen or collection procedure.
- Not reporting directly to the collection site when required to do so.
- Leaving the scene of an accident without a valid reason before a test has been conducted.
- Falsely calling in sick or claiming to be ill at the time of the test.

#### IV. Methodology.

##### A. Drug Testing.

###### 1. Collection Procedures.

When ordered to do so, a Department Officer shall submit to drug testing through urine analysis. At the time specimens are collected, the Officer will be given written instructions setting forth his/her responsibilities. The Officer's identity will be verified through the use of a photo identification card or through a representative designated by the Village. Forty five (45) milliliters (about 1 ounce) of urine will be collected. The collection site technician will pour fifteen (15) ml into one bottle to be used as the split specimen. The remainder (at least thirty (30) ml) will be retained in the collection bottle or poured into another bottle to be used as the primary specimen. The Officer will have three (3) hours to provide adequate amounts of urine specimen. Within four (4) minutes of receiving the specimen, the temperature of the specimen will be recorded. Any specimen temperature out of the range of 32 to 38C/90 to 100F will require that a body temperature be obtained from the donor to confirm that the sample has not been adulterated. The collection site technician also will examine the specimen visually for any unusual color or sediment, and note the results on the custody and control form.

Both bottles will be sealed and labeled in the presence of the Officer. The donor will initial the labels verifying that the specimen is his/hers. A custody and control form will be completed and signed by the collection site technician and the donor. Both 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 collection person and the date of closure for shipment. The specimen will be placed in secure storage until dispatched to the laboratory.

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

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

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

## 2. Laboratory Testing.

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

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

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

\*In the event of a discrepancy between the cutoff levels indicated in this policy and current cutoff levels used by a SAMHSA certified laboratory, the cutoff level utilized by the certified laboratory shall prevail in all cases. All confirmed positive specimens will be retained by the laboratory for a minimum of one (1) year.

## 3. Review by Medical Review Officer (MRO).

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

## 4. Notification and Split Sampling.

The MRO will notify each Officer who has a verified positive test that the Officer has seventy-two (72) hours within which to request a test of the split specimen. If the Officer requests an analysis of the split specimen, the MRO will direct the laboratory, in writing, to ship the split specimen to the Union-designated qualified SAMHSA laboratory for analysis. If the analysis of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable or inadequate for testing, the MRO will cancel the test and report the cancellation and the reasons for it to the Village and the Officer. If the Officer has not contacted the MRO within seventy-two (72) hours of being notified of a verified positive drug test, the Officer may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other unavoidable circumstances prevented the Officer from contacting the MRO in time. If the MRO concludes that there is a legitimate explanation for the Officer's failure to contact the MRO, the MRO will direct that an analysis of the split sample be performed. If the MRO concludes

that there is no legitimate explanation, the MRO is not required to direct the analysis of the split specimen. If, after the MRO makes all reasonable efforts and documents them, the MRO is unable to reach the Officer directly, the MRO will contact a designated Department representative who will direct the Officer to contact the MRO as soon as possible. If, after making all reasonable efforts, the designated Department representative is unable to contact the Officer, the Officer may be placed on temporary medical leave. The MRO will report each verified test result to the person designated by the Village to receive the results. Reporting of a verified positive result or taking action required as a result of a drug test will not be delayed pending the split sampling analysis.

## B. Alcohol Testing.

### 1. Breath Testing Procedures.

When ordered to do so, a Department Officer shall submit to breath alcohol testing through the use of an evidential breath testing device ("EBT"). Upon arrival at the collection site, the Officer's identity will be verified through the use of a photo identification card or through a representative designated by the Village.

The testing procedures will be explained to the Officer after which the Officer and a breath alcohol technician ("BAT") designated by the Village will complete, date, and sign the alcohol testing form.

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

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

Before the confirmation test is administered, the BAT will conduct an air blank on the EBT. If the reading is greater than 0.00, the BAT will conduct one more air blank. If the second air blank is greater than 0.00, the EBT will not be used to conduct the test. The confirmation test will be conducted using the same procedure as the screening test. A new mouthpiece will be used.

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

The BAT will sign and date the alcohol testing form. The Officer will sign and date the certification statement, which includes a notice that the Officer cannot return to duty if the

results are 0.02 or greater. The BAT will attach the alcohol test result printout directly on to the alcohol collection form with tamperproof tape (unless the results are printed directly on the form).

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

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

## 2. Notification.

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

## 3. Positive Test Results at Designated Threshold Levels.

In the event of a positive test result of 0.02 or greater but less than 0.04, the Officer 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 Officer 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 Officer shall be prohibited from performing any duties until he/she has been evaluated by a substance abuse professional and has passed a return to duty test.

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

Any Department Officer who has a verified positive drug test result or a breath alcohol concentration of 0.04 or greater will be advised of the resources available to evaluate and resolve problems associated with drug abuse or alcohol misuse, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs. The Officer also will be assessed by a SAP designated by the Village who will determine what assistance, if any, the Officer needs in resolving problems associated with prohibited drug use or alcohol misuse.

The SAP will carry out the following responsibilities:

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

- Recommend whether a returning Officer who previously tested positive for alcohol misuse also should be subject to return to duty and/or follow-up testing for drug use.

## V. Enforcement of Policy through Discipline.

### A. Reasonable Suspicion.

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

### B. Post-Accident.

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

### C. Officer Involved Shooting or Death

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

### D. Return to Duty.

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

### E. Follow-Up.

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

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

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

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

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

Any Officer who is unable to provide an adequate amount of breath for alcohol testing will be directed to obtain an evaluation from a licensed physician who is acceptable to the Village concerning the Officer's medical ability to provide an adequate amount of breath.



If the physician concludes that a medical condition has or could have precluded the Officer from providing an adequate amount of breath, the Officer's failure to do so will not be regarded as a refusal to take the test. If the physician is unable to make such a determination, the Officer's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and the Officer will be subject to discipline, up to and including discharge.

#### H. Urine Specimen Alteration.

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

#### I. Unsatisfactory Employee Assistance Program Participation.

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

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

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

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

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

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

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

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

**OBSERVATIONS**

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

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

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

## APPENDIX C WAGE SCHEDULE

Officers shall be paid, at a minimum, in accordance with the following wage scale effective May 1, 2019 to April 30, 2020:

Step	Hourly	Biweekly	Annual
A	32.9601	2693.83	\$70,039
B	34.6081	2828.52	\$73,541
C	36.3387	2969.96	\$77,219
D	38.1545	3118.37	\$81,077
E	40.0635	3274.39	\$85,134
F	42.0658	3438.04	\$89,388
G	44.1704	3610.05	\$93,861
H	46.3780	3790.47	\$98,552
I	48.6989	3980.16	\$103,484

The above salaries will be divided by 2125 hours to obtain the hourly rates.

APPENDIX D GRIEVANCE FORM



GRIEVANCE (use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: Village of

Gurnee  
Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge No. / Year / Grievance No.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) and Sections(s) of Contract violated: \_\_\_\_\_  
Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

STEP TWO

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

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

Person to Whom Response Given

Date

**STEP THREE**

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

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

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP FOUR**

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

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

Date/Time: \_\_\_\_\_

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

Employer Representative Signature

Position

Person to Whom Response Given

Date

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

Person to Whom Referral Given

Date

FOP Labor Council Representative

**ARTICLE 19 DURATION OF AGREEMENT**

This Agreement shall be effective as of May 1, 2019 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached either through collective bargaining, mediation or an Arbitrator's Award.

ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL:

VILLAGE OF GURNEE:

[Signature]  
Kevin Schreiner  
Unit Steward

07/04/19  
Date

[Signature] #117  
Stan St. Clair  
Unit Steward

7/5/19  
Date

[Signature]  
Patrick Murray  
Unit Steward

7/5/19  
Date

[Signature] 7-1-19  
Kristina Kovarik  
Date  
Mayor

[Signature] 7-1-19  
Andy Harris  
Date  
Village Clerk

Village Seal:

