

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF BLOOMINGDALE

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

EFFECTIVE

MAY 1, 2018--APRIL 30, 2021

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ARTICLE 1
PREAMBLE

THIS AGREEMENT is entered into by and between the VILLAGE OF BLOOMINGDALE, an Illinois municipal corporation (herein referred to as the "Employer") and THE ILLINOIS F.O.P. LABOR COUNCIL (hereinafter referred to as the "Council"), on behalf of, and as exclusive bargaining agent for, certain civilian employees of the Village of Bloomingdale, Illinois (thereafter referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council/I representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

Section 2.1. Recognition. The Employer recognizes the Labor Council as the sole and exclusive collective bargaining representative for all full-time police aides, police department records assistants, and community service officers employed by the Village of Bloomingdale (thereafter referred to as "employees"), but excluding ALL TEMPORARY AND PART-TIME EMPLOYEES, ALL SWORN PEACE OFFICERS, ALL SUPERVISORY, MANAGERIAL AND CONFIDENTIAL EMPLOYEES AS DEFINED BY THE ACT, AND ALL OTHER EMPLOYEES OF THE VILLAGE OF BLOOMINGDALE.

Section 2.2. Labor Council Stewards. For purposes of this Agreement, the term "Unit Stewards" shall refer to the Labor Council's duly elected representatives.

Section 2.3. Seniority. Seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service within their classification since the employee's last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise mandated by law.

Section 2.4. Seniority List. The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally

resolve all questions of seniority affecting employees covered under this Agreement, and attached to this Agreement as Appendix A.

Section 2.5. Probationary Period. All new employees and those re-hired after voluntary separation from the Village shall be considered probationary until they complete a probationary period of nine (9) months of work. No grievance shall be presented on behalf of a probationary employee during the nine (9) month probationary period. Employees shall earn vacation and sick leave benefits as of the date of hire; however, employees are not entitled to use said benefit leave until they have worked six (6) months for the Village.

There shall be no seniority among probationary employees. On an employee's successful completion of the probationary period, the employee shall acquire seniority, which shall be retroactive to the last date of hire with the Village in a position covered by the Agreement. Upon successful completion of the probationary period, the employee attains all rights of a bargaining unit member under this Agreement.

Section 2.6. Posting. Whenever the Employer determines there is a vacancy in an existing bargaining unit job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on department bulletin boards for five (5) working days. During this period employees who wish to apply for such vacancy may do so. Laid off employees shall be subject to recall to a vacant position pursuant to Article 11.2 Recall.

ARTICLE 3 **NON-DISCRIMINATION**

In accordance with applicable law, neither the Employer nor the Labor Council/ shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, or Labor Council membership. Other than Labor Council membership or non-membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Grievances alleging discrimination because of Labor Council membership shall not be subject to arbitration under this Agreement.

ARTICLE 4 **DUES DEDUCTION AND FAIR SHARE**

Section 4.1. Dues Deduction. Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increase therein, and shall remit such deductions monthly with a list of the names of the employees from whom deductions have been made to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of

the State of Illinois. The Labor Council shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date. A Labor Council member may revoke his/her dues check off by written notice to the Employer at any time upon thirty (30) days notice.

Section 4.2. Fair Share.

(a) During the term of this Agreement, employees who are not members of the Labor Council shall, commencing thirty (30) days following employment, pay a Fair Share fee to the Labor Council for collective bargaining and contract administration services rendered by the Labor Council as the exclusive representative of the employees covered by this Agreement. Such Fair Share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Labor Council each month. The Labor Council, shall within thirty (30) calendar days from the execution of this Agreement, submit to the Employer an initial list of the employees covered by this Agreement who are not members of the Labor Council and an affidavit which specifies the amount of the Fair Share fee, which shall be determined in accordance with applicable law. The Labor Council shall submit written notification of any membership changes to the Village.

(b) The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 4.1 and 4.2 hereof and shall do such things as are necessary to cause said withholding to be remitted to the Collective Bargaining agent within thirty (30) calendar days after the date of withholding, provided that nothing contained in this Article shall require the Employer to make any withholding unless and until the Labor Council has notified the Employer of the address to which the amount so withheld shall be sent and has certified the amount of the Fair Share Fee to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Council notifies the Employer that a different Fair Share amount should be collected.

(c) Parties hereto agree that the Fair Share payments hereunder shall be used for the following purposes only:

1. Expenses relating to negotiation of this Agreement.
2. Expenses relating to administration of this Agreement.
3. Expenses relating to adjustment of grievances filed hereunder.
4. Expenses relating to lobbying activities insofar as said activities relate to the Council's collective bargaining efforts.
5. Expenses otherwise permitted by law to be included in the Fair Share payment, provided that in no event shall any such payments be utilized for the purpose of supporting any political or ideological activities of the Council, including contributions related to the election or support of any candidate for political office.

(d) Said Fair Share payment shall not exceed the dues paid voluntarily to the Council by employees covered hereby.

(e) In the event any employee required involuntarily to make a Fair Share payment hereby disputes the amount withheld pursuant to this Article, said employee may, within thirty (30) calendar days from the date that said amount is first withheld, file a complaint with the Council to that effect, listing the reasons for the dispute. Said complaint may be filed solely on the basis that the Fair Share payment amount includes expenses not permitted under Section 4.2(c) hereof. The employee shall provide a copy thereof to the Employer and the Council.

(f) The Council shall consider said complaint in accordance with procedures established by it and shall, within thirty (30) calendar days of the date of the complaint, determine whether the required Fair Share payment amount includes any expenses not permitted by Section 4.2(c) hereof. If the Fair Share payment amount includes non-permitted expenses, the Council shall adjust the payment amount so as to exclude said non-permitted expenses notifying the Employer thereof; and said revised amount shall thereafter become the amount withheld pursuant to this Article by the Employer for all employees covered hereby.

(g) Any employee who is not satisfied with the decision of the Council may file an unfair labor practice charge with the ILRB, alleging that the proportionate share fee includes impermissible expenditures and violates the Illinois Public Labor Relations Act, in accordance with the Rules and Regulations of the ILRB. In the event the ILRB determines that the Fair Share payment amount includes expenses not permitted under Section 4.2(c) hereof, it shall determine a new Fair Share payment amount not including such expenses and said new amount shall be the sum deducted by the Employer hereunder thereafter.

(h) From the date the Employer receives notice of the complaint of the employee referred to in (f) above, the Employer shall deposit the Fair Share payment deducted from said employee's wages in an interest bearing escrow account, pending the outcome of the determination as to what is the correct Fair Share payment amount. Once a final decision is reached on this question, the Employer shall pay the proceeds of the escrow account in accordance with said final decision, paying earned interest in proportion to payments to the Council and the employee. Any costs for the establishment, maintenance and/or administration shall be paid by the Council.

(i) The Council shall provide, for posting on approved Police Department bulletin boards, a Notice containing the following information:

1. The Fair Share fee percentage;

2. The method of computation of the percentage;
3. The employee's right to challenge the Fair Share percentage under this Agreement;
4. The employee's right to challenge the Fair Share percentage by filing ULP charges with the ILRB; and
5. Identification of the escrow account for holding disputed amounts during the pendency of any challenge.

(j) In the event any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 4.2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Council. For this purpose the Council shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Council to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

(k) The Council shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Council pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

(l) Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

(m) Whenever a Fair Share Fee involuntary deduction has been authorized in accordance with the provisions contained in this Article, it shall be the responsibility of the Council to notify the employees covered hereby that the deduction will be made pursuant to this Agreement negotiated with the Employer.

Section 4.3. New Hire Obligations. The Fair Share provisions will apply to all new employees who are not members of the Labor Council within thirty (30) days.

Section 4.4. Maintenance of Membership. There is no obligation that a current member of the bargaining unit retain his/her membership in the Labor Council for the term of this Agreement. However, those employees who become non-members of the Labor Council shall be required to pay a Fair Share Fee as determined by this Article.

ARTICLE 5 **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional right to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions and to select personnel for such positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services (except as to part time employees); to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to assign merit raises based upon performance in accordance with the wage rates set forth in this agreement; to establish performance standards for employees; to discipline, suspend, discharge non-probationary employees for just cause, probationary employees without cause, and layoff employees; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of a mutual aid response or civil emergency as may be declared by the Mayor or his/her authorized designee (who will have the sole discretion to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods, natural or manmade disasters, contagions, acts of terror or other catastrophes) to carry out the mission of the Village, provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 6
NO STRIKE - NO LOCKOUT

Section 6.1. No Strike. Neither the Labor Council nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies, or mass resignations, concerted absenteeism, or picketing (informational picketing is permitted) which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Labor Council 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 Labor Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The Employer will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Labor Council.

Section 6.3. Judicial Restraint. Nothing contained herein shall preclude the Employer or the Labor Council from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 6.4. Discipline of Strikers. Any employee who violates the provisions of Section 1 of this Article may be subject to discipline, including immediate discharge. Any action taken by the Employer against any employee who participates in any action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether a covered member in fact participated in a prohibited action shall be subject to the grievance and arbitration process.

ARTICLE 7
RESOLUTION OF IMPASSE

Section 7.1. Resolution of Impasse. The resolution of any bargaining impasse shall be as follows:

The parties agree that if a point of impasse has been reached after a reasonable period of negotiation, and if the Collective Bargaining Agreement has lapsed, either party may initiate mediation by notifying the other of this election. Such mediation shall be held before a qualified impartial individual from the Federal Mediation and Conciliation Service. The costs of the mediation shall be shared equally between the employer and the exclusive bargaining agent.

The unit employees shall not engage in a strike except under the following conditions:

1. They are represented by an exclusive bargaining representative;
2. Mediation has resulted in further impasse;
3. At least five (5) days have elapsed after a notice of intent to strike has been given by the exclusive bargaining representative to the employer, and
4. The Collective Bargaining Agreement between the employer and the employees has expired.

If, however, in the opinion of the employer, the strike is or has become a clear and present danger to the health or safety of the public, the employer may notify the exclusive bargaining agent to cease and desist and the parties shall then proceed to interest arbitration identical to Section 5 ILCS 315/14. Nothing in this agreement requires the employer to submit to arbitration and, if the employer does not agree to arbitration after the aforementioned steps, employees may strike.

ARTICLE 8 **EMPLOYEE RIGHTS**

Section 8.1. Right to Representation. Any time an employee is being interviewed during an informal or formal investigation and the employee reasonably believes that the result of such interview might result in disciplinary action, the employee shall have the right to request the presence of a reasonably available Labor Council representative or a bargaining unit representative to act as witness and adviser. The representative's role is limited to assisting the employee, clarifying the rights, and suggesting other employees who may have knowledge of the facts. The employee must first ask for the presence of the Labor Council representative or a bargaining unit representative, and shall then be given reasonable time for the representative to arrive before the interview proceeds. The Employer is not obligated to automatically provide union representation upon request. The Employer may deny the request, discontinue the interview and proceed to obtain information from other sources. However, if the employee requests representation, and the request is denied, the Employer cannot continue the interview without violating the Illinois Public Labor Relations Act.

Section 8.2. Private Information Disclosure. No bargaining unit member shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household) except as such disclosure may relate to or concern secondary employment or unless such information is necessary in investigation of the performance of his/her official duties or unless such disclosure is required by applicable law.

Section 8.3. Statutory Procedures. If the investigation or interrogation of an employee results in the recommendation of some action such as removal or discharge which would be considered a punitive measure, then, before taking such action, the employee may be relieved of duty and shall receive all ordinary pay and benefits, as he/she would have if he/she were not charged, except that nothing in this section shall be construed to limit the Village Administrator's authority to suspend an employee without pay.

Section 8.4. Criminal Conduct. If any employee covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any other statute of the State of Illinois or the United States, he/she shall be entitled to his/her wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the Employer.

Section 8.5. Photo Release. In cases of alleged criminal offense by an employee, no photo of such employee shall be voluntarily made available to the media prior to a conviction for such offense, or prior to a decision being rendered, except as required by law or as previously made available to the public.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Labor Council against the Employer involving an alleged violation or misapplication of an express provision of this Agreement. Any aggrieved employee shall have the right to file a grievance on his/her own behalf. The Labor Council may only file grievances when the subject matter of the grievance directly affects more than two (2) members of the bargaining unit and the Illinois F.O.P. Labor Council has formally reviewed and signed the grievance signifying the Council's bona fide belief that it is a meritorious class grievance.

Section 9.2. Time Limits. If any grievance is not appealed to the next step of the grievance procedure outlined hereafter within the specified time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance within the specified time limit, it shall be considered progressed to the next step of the grievance procedure.

In all steps of the grievance procedure and extension of time to appeal or answer a grievance may be agreed upon in writing by the parties.

As used herein, "business days" shall mean those days on which the Village's offices are open to the public.

Section 9.3. Settlements. Any settlement of a grievance shall be in writing and executed by the grievant, and the Village, and a Labor Council Representative if a unit grievance. Such settlements shall be final and binding upon the parties only as to those matters within the scope of the grievance.

Section 9.4. Good-Faith Requirement. The parties expressly covenant that the procedures set forth in this Article 9 shall be used for good-faith efforts to resolve bona fide disputes over the terms and conditions of employee's employment set forth in this Agreement, and that the grievance procedures shall not be used for the purposes of filing frivolous grievances or other harassing or vexatious conduct.

Section 9.5. Procedure. A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee who has a grievance (or the Labor Council, if a Labor Council grievance) shall submit the grievance in writing to the employee's immediate supervisor specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of all facts which support the grievance and are known to the grievant at the time of filing, the provision or provisions of this Agreement which are alleged to have been violated, a specific statement of how or in what manner the particular provision or provisions have been violated, and the relief requested. Contractual violations not alleged in the originally filed grievance shall be barred from consideration during the pendency of the grievance. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance, or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within ten (10) business days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1, the employee (or the Labor Council, if the grievance is one directly affecting all employees in the bargaining unit), may appeal the grievance to Step 2 of the grievance procedure. The appealed grievance shall be signed by the grievant (and Labor Council officer, if a Labor Council grievance) and submitted to the Deputy Chief of Police within ten (10) business days after receipt of the Village's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous Step in the grievance procedure. The Deputy Chief of Police or his/her designee shall investigate the grievance and, in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Labor Council representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Deputy Chief of Police or his/her designee shall provide a written answer to the grievant, or to the Labor Council, if a Labor Council grievance, within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2, the employee, or the Labor Council, if a Labor Council grievance, may appeal the grievance to Step 3 of the grievance procedure. The grievance shall be in writing and signed by the grievant and Labor Council representative, and submitted to the Police Chief/Director of Public Safety within ten (10) business days after receipt of the Village's answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous Step in the grievance procedure. The Police Chief/Director of Public Safety or his/her designee shall investigate the grievance and in the course of such investigation shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Labor Council representative, if one is requested by the grievant, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief/Director of Public Safety or his/her designee shall provide a written answer to the grievant, or to the Labor Council if a Labor Council grievance, within ten (10) business days following their meeting.

STEP 4: If the grievance is not settled at Step 3, the employee (or the Labor Council officer, if a Labor Council grievance) may appeal. The grievance shall be signed by the grievant (and Labor Council representative, if a Labor Council grievance) and submitted in writing to the Village Administrator within ten (10) business days after receipt of the Village's answer in Step 3. Thereafter, the Village Administrator or his/her designee and the Police Chief/Director of Public Safety or other appropriate individual(s) as desired by the Village Administrator shall meet with the grievant, a Labor Council Representative (if a Labor Council grievance), and an outside non-employee representative of the Labor Council if desired by the grievant within ten (10) business days. If no agreement is reached, the Village Administrator or designee shall submit a written answer to the Labor Council and the grievant within five (5) business days following the meeting.

STEP 5: If the grievance is not settled in Step 4, the matter may be referred to arbitration only by the Illinois F.O.P. Labor Council or the Village, by written request made within fifteen (15) calendar days of the Employer's answer in Step 4. Arbitration shall proceed in the following manner:

1. The parties shall confer to attempt to mutually select an arbitrator. In the event the parties are unable to agree upon the arbitrator within ten (10) days, they shall obtain a list of recognized arbitrators from an organization that is recognized as providing such lists, such as the Federal Mediation and Conciliation Service, or the Illinois Public Employees' Labor Mediation Roster. Upon receipt of such list, each party shall strike a name from the list, until there is one name remaining. The remaining individual shall be the arbitrator. The order of the individual strikes shall be determined by a coin toss with the loser striking first. Each party shall have the right to reject an entire panel prior to the commencement of striking names, and the parties shall submit a joint request for a second "or third if necessary" panel.

2. The arbitrators shall confer with the parties to this grievance to schedule a hearing. The scope of the hearing shall be limited to the grievance giving rise to the demand for arbitration. The hearing shall only be open to all parties in interest. The parties may request that a written transcript of the hearing be made. If there is a transcript made, each party will pay for their own copy of the transcript.
3. The arbitrator shall issue his/her decision not later than thirty (30) calendar days from the date of closing of any conference or hearing, if necessary, or if no conference or hearings are required, then from the date when the final grievance documents are submitted.
4. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted.
5. The decision of the arbitrator shall be binding upon the parties concerned in the grievance.
6. The cost of the arbitrator's fees and expenses and the cost of a court reporter, if any, shall be borne equally by the Labor Council and the Village provided however, that the arbitrator shall have the authority to determine whether a grievance is frivolous and to charge the entire costs of his/her fees and expenses and the costs of the court reporter to the losing party in such event; and provided further however, that each party shall be responsible for compensating its own representatives and witnesses.
7. If the arbitrator calls for meeting or hearings, and these meetings cannot be held during the normal working hours of the grieved employee, then no additional compensation or overtime payment shall be made by the Employer to the grieved employee, witnesses or representatives of the Labor Council.
8. The arbitrator may interpret the Agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

ARTICLE 10

LABOR-MANAGEMENT MEETINGS

Section 10.1. Meeting Request. The Labor Council and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings are held if mutually agreed upon between no more than three (3) Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a) discussion on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties; and
- c) safety issues.

Section 10.2. Content. It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances which are being processed under the grievance procedure shall not be considered at "labor-management conferences." Further, the parties shall not conduct negotiations for the purpose of altering any or all of the terms of this Agreement at such conferences.

Section 10.3. Attendance. Attendance at "labor-management conferences" shall be voluntary on the employee's part. No more than three (3) persons from each side shall attend these conferences, schedules permitting, unless otherwise agreed. Attendance at such conferences shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The Employer in its sole discretion shall determine its representatives at such meetings.

ARTICLE 11 **LAYOFF AND RECALL**

Section 11.1. Layoff. If it is determined that layoffs are necessary, the Labor Council shall receive written notice from the Employer no later than thirty (30) days prior to such layoffs. The Employer shall provide the Labor Council with the names of all employees to be laid off prior to the layoff. All probationary, temporary and part-time employees shall be laid off first; then employees shall be laid off by in accordance with their seniority within their position classification. The employees with the least amount of seniority shall be laid off first. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of any such action.

No employee will be hired to perform or permitted to perform those duties normally performed by an employee while any employee is on lay-off status. The Employer will not increase the use of part-time employees while any full-time employee covered by the terms of this Agreement is on layoff.

Section 11.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, employees laid off last within their position classification shall be called back first, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given twenty-one (21) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Police Chief/Director of Public Safety or his/her designee of his/her intention to return to work within seven (7) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief/Director of Public Safety or his/her designee with his/her latest mailing address. If an employee fails to timely respond to a recall notice, his/her name shall be removed from the recall list.

ARTICLE 12 **EMPLOYEE SECURITY**

Section 12.1. Personnel File Inspection. The Employer's personnel files and disciplinary history relating to any employee shall be open and available for inspection by the affected employee during the regular business hours in accordance with the Illinois Personnel Record Review Act and the Village of Bloomingdale Information and Record Keeping Policy.

ARTICLE 13 **HOURS OF WORK AND OVERTIME**

Section 13.1. Work Day. The Bloomingdale Police Department hereby elects a work period of seven (7) days beginning on Saturday and ending Friday. All employees shall be scheduled for an eight and one-half (8 1/2) hour day including a thirty (30) minute unpaid meal period. The Village may, for efficiency of operations, change the established work day and/or work period with fifteen (15) day notice (whenever practical) to the Unit, except in cases of emergency/mutual aid response; or with less than fifteen (15) days notice if mutually agreed upon by the employee and the Chief or designee.

A meal period shall be assigned by the supervisor who shall determine the timing and personnel involved.

Section 13.2. Breaks. Breaks may be taken at the discretion of the appropriate supervisor for reasonable intervals, and at reasonable times. Supervisors shall ensure adequate coverage exist at all times during break periods. The break period is considered on-duty time, and personnel are required to be available and must be accessible (on site for Police Aides and Records Assistants) for any assignment during any break period. Breaks may be taken in conjunction with the meal period with the approval of the supervisor.

Section 13.3. Overtime Payment.

- a) All employees will be eligible for overtime after working forty (40) hours during a work period. All hours worked beyond forty (40) hours shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. All approved overtime shall be paid on fifteen (15) minute increments according to Fair Labor Standards Act Rounding Rules. Overtime compensation shall be paid on an employee who does not receive his/her meal period. In the event the Employer changes the current pay period specified in Section 13.1 above, such change shall not result in any loss of hours to any employee, provided, however, that if the employee worked less than the amount of hours he/she would have worked if the working period had not been so changed, the employee shall only be paid the hours the employee would normally have received.
- b) All paid leave time under Article 17 (except for leave time under "Disabilities In the Line of Duty") shall be considered as hours worked for overtime purposes, including sick leave which shall be subject to the limitations of Article 17, Section 17.2, Sick Leave, (c) Notification. Employees who sign in prior to the start of their shift shall not have such time included as "hours worked" except with their supervisor's approval. Records Assistants and Police Aides who remain on-duty beyond the end of their shift shall have appropriate supervisor's approval. Records Assistants and Police Aides who are to be relieved by another Records Assistant or Police Aide shall not leave their post or duty assignment until properly relieved or with supervisor's approval.

Section 13.4. Required Overtime. The Chief of Police/Director of Public Safety or his/her designee(s) shall have the sole right to determine when and by whom overtime work shall be performed, and the employee may not refuse overtime assignments; provided, however, all overtime opportunities shall be offered to full-time bargaining employees within their respective classification first, then to other qualified full-time bargaining unit members before offering overtime to part time, or other non-bargaining unit members. It is understood that the employer has the right to utilize part time employees before offering overtime to anyone.

Section 13.5. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 13.6. Call Back. A call back is defined as an official assignment of work, which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises, or their normally assigned work station, at a specified time, shall be compensated on the following basis:

- a) If less than eight (8) hours notice is given, employees shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.
- b) If more than eight (8) hours notice is given, the employee shall be compensated for a minimum of two (2) hours at one and one-half (1 1/2) times their regular rate of pay.
- c) Compensation begins when the employee actually reports for duty.
- d) Call backs do not include any changes in or assignments of shifts, when given twenty-four (24) hours notice.
- e) Full-time covered employees within respective job classifications shall be called for call back assignments prior to part-time employees.

Section 13.7. Court Readiness Pay. Employees required by the Chief of Police/Director of Public Safety or his/her designee to be available for a possible court appearance (trial), excluding field court, during off-duty time, shall receive two (2) hours at one and one-half (1-1/2) times their regular rate of pay per day as court readiness pay.

Section 13.8. Court Time. In addition, employees required to attend court as ordered by the Chief of Police/Director of Public Safety or his/her designee outside of their regularly scheduled work hours shall be compensated for a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. If less than eight (8) hours notice is given, employees shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.

Section 13.9. Supervisor Notice. When employees who are already on duty, and are then ordered to work additional hours after their normal tour of duty (8 hours), and when it is within the knowledge and control of the supervisor to have given at least eight (8) hours notice, the employees shall be compensated for those additional hours at twice their regular rate of pay.

Section 13.10. Compensatory Time. Effective upon the execution of this Agreement, employees will have the option of taking earned overtime pay or compensatory time (accumulated at the same rate) up to a maximum accumulation of sixty (60) hours, which may be replenished on an ongoing basis, but in no case shall the total exceed sixty (60) hours of accumulation at any one time. Use of compensatory time shall be by mutual agreement between the parties but with not less than twenty-four (24) hour notice, absent emergencies. A request for compensatory time will not be unreasonably denied by the Employer provided the requested time does not interrupt previously scheduled training, interfere with a unique or unusual department need, or create overtime.

ARTICLE 14 **INDEMNIFICATION**

Section 14.1. Indemnification. The Employer will indemnify employees to the full extent of coverage, subject to any limitations, as provided by the general liability insurance currently maintained by the Employer.

ARTICLE 15 **F.O.P. REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 15.1. Attendance at Labor Council Meetings. Subject to the need for orderly scheduling and emergencies, the Employer agrees that designated representatives of the Labor Council shall be permitted reasonable time off without pay or with the use of time due to attend general, board or special meetings of the Labor Council, provided that at least seven (7) days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials shall be certified in writing to the Employer.

Section 15.2. Grievance Processing. Reasonable time while on duty may be permitted a Labor Council representative for the purpose of preparing and processing of grievances, if such activities do not adversely interfere with the operation of the Department. Such activities shall be subject to supervisor's approval and such approval shall not be unreasonably withheld.

Section 15.3. Convention Delegates. Any employee(s) chosen as delegate(s) to a Labor Council Conference will, upon written application approved by the Labor Council and submitted to the Employer with at least forty-five (45) days notice, be granted a leave of absence using time due as compensation for the period of time required to attend such Convention or Conference. This leave of absence and use of time due shall not exceed one (1) week.

Section 15.4. Labor Council Negotiating Team. No more than three (3) members designated as being on the Labor Council negotiating team who are scheduled to work at a time when negotiations occur, shall, for the purpose of attending such scheduled negotiations, be excused from their regular duties. Such Labor Council representatives shall only be paid for actual negotiation time which shall not include preparation and/or recap time. If a designated Labor Council representative is in his/her regular day-off status on the day of negotiations, he/she will not be compensated for attending the session.

No more than fifty percent (50%) of the time spent in actual negotiations (excluding preparation and recap time, which shall not be on paid time) shall be considered as paid time.

The Labor Council shall provide notice of the next negotiation session and its request for time off as soon as the next date is known.

ARTICLE 16 **BULLETIN BOARDS**

Section 16.1. The Employer shall provide the Labor Council with designated space on the roll-call room bulletin board, upon which the Labor Council may post its notices of a non-political, non-inflammatory nature, and shall be restricted to the following:

- a) Notice of Labor Council recreational and social activities;
- b) Notice of Labor Council elections and results of such elections;
- c) Notice of Labor Council appointments;
- d) Notice of Labor Council meetings;
- e) If the Labor Council desires to post any other information or material, the Labor Council shall first submit same to the Police Chief of Police/Director of Public Safety, or the on-duty supervisor for review and approval.

ARTICLE 17 **LEAVES OF ABSENCE**

Section 17.1. Leave of Absence. For leaves that do not qualify for a Family Medical Leave, regular full-time employees may be granted a leave of absence without pay for a specified period not to exceed one year (1) in ninety (90) day renewable increments as approved by the Village Administrator. During such leave of absence without pay, the employee shall retain any accrued benefits but shall not accrue seniority nor be covered under the Employer's Health, Dental, and Life insurance plans. Employees may access their rights under COBRA. In addition, the employee on such leave of absence without pay shall not continue to accrue benefits, including but not limited to vacations, holidays or sick leave, during such leave. Failure to report to duty

within three (3) working days after the termination of a leave of absence shall be considered as resignation by the employee.

Section 17.2. Sick Leave.

- a) Eligibility - All regular full-time employees shall be eligible for paid sick leave benefits. In no case may sick leave be taken in advance of earning the time. An employee may be eligible for sick leave because of his/her own personal illness or physical incapacity or enforced quarantine of the employee in accordance with health regulations.
- b) Regular full-time employees may use up to six (6) days of accumulated sick leave per calendar year for immediate family illness. Immediate family for this purpose includes the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or step parent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use personal sick leave benefits for the employee's own illness or injury. The Villages agrees to comply with the Illinois Employee Sick Leave Act (820 ILCS 191/1-25) as amended and the rules and regulations issued in conjunction therewith. The Employer may request written verification of the employee's absence from a healthcare professional if such verification is required under the Employer's employment benefit plan, which is indicated in the Collective Bargaining Agreement in Section 17.2 d) Notification.
- c) Accumulation - An employee will accumulate sick leave on a bi-weekly pay period basis at a rate of 3.69 hours per pay period starting on the date of hire with a maximum accrual of 1200 hours of sick leave with pay to protect the employee during extended illnesses. Employees are not eligible to use any sick leave until they have worked at least six (6) months. An employee shall be entitled to the use of any or all accumulated sick leave benefits with pay if and when needed and as authorized in minimum blocks of one-quarter (1/4) hour at a time for their own personal illness or physical incapacitation or enforced quarantine in accordance with health regulations.
- d) Notification - An employee who is unable to report for work shall report the reason for his/her absence to the on-duty supervisor at least one (1) hour prior to the regular starting time for that employee. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day. The Employer may require evidence supporting the use of sick leave, as it sees fit. Absences of three (3) or more consecutive work days, due to illness (of the employee or immediate family member), requires a qualified licensed health care provider's statement certifying that the employee's or family member's condition prevented him/her from appearing for work, inhibited his/her ability to return to work, and that the employee is released by his/her qualified licensed health care provider to return to duty. The Village reserves the right to request additional Doctor's or qualified

licensed health care providers certification of health. Any expense incurred in providing such additional statement/certification from an employer-appointed qualified licensed health care provider will be borne by the Employer on a per occurrence basis. Employees will not be able to resume work until the required qualified licensed health care provider release is provided by the employee's qualified licensed health care provider (as applicable).

- e) Compensation - While on sick leave, an employee shall receive his/her normal rate of base pay; provided, however, an employee who simultaneously receives compensation under Worker's Compensation or through any other benefit plan shall received, for the duration of such sick leave, only that part of his/her regular salary which will, together with said compensation, equal his/her regular salary.
- f) Separation of Employee - An employee terminating from Employer service shall not be allowed the use of sick leave during the last two (2) calendar weeks of employment. Unused sick leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an employee, except as provided for in the provisions of Section 17.10 of this Agreement.
- g) Abuse - The Labor Council shall work with the Employer in advising employees to correct the abuse of sick leave when it may occur. Abuse of the sick leave benefit may result in discipline or dismissal of the employee from the Employer's service.

Section 17.3. Off the Job Injuries or Illness. An employee who suffers an off-the-job injury or illness and is unable to return to work after three (3) consecutive sick days may be eligible for a Family Medical Leave subject to the provisions of the Family Medical Leave Act and the Village's Family Medical leave policy.

Section 17.4. Disability Injuries in the Line of Duty.

- a) Whenever any employee covered by this Agreement suffers an injury in the line of duty which causes him/her to be unable to perform duties, he/she shall continue to be paid by the Employer in accordance with the following.
- b) The Workers' Compensation Act provides that employees with a compensable work related injury continue to be compensated at a rate of pay equal to sixty-six and two-third percent (66-2/3%) of their gross average weekly wage based on wages during the year before the injury. Said compensation is paid only after the loss of three (3) scheduled work days resulting from a work related injury.
- c) The Workers' Compensation Act does not require the Village to pay Temporary Total Disability (TTD) benefits for the first three (3) scheduled

work days lost (need not be consecutive days) due to a work related injury unless the work related injury continues for fourteen (14) or more calendar days.

- d) The Village will provide worker's compensation disability benefits in excess of that required by the Workers' Compensation Act and will compensate employees with a work related injury for lost scheduled work days that occur within the thirty (30) calendar days immediately following the date of injury at one hundred percent (100%) of the employee's current regular rate of pay. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier.
- e) After thirty (30) calendar days, the employee will be compensated pursuant to the Workers' Compensation Act (see b) above).
- f) If an employee elects not to use accumulated leave to supplement his/her reduced wages, he/she will receive compensation directly from the Village's workers' compensation insurance carrier. This compensation is not considered Illinois Municipal Retirement Fund (IMRF) earnings.
- g) If an employee elects to use accumulated sick leave, personal leave, and vacation leave, (in that order), to supplement the thirty-three and one-third percent (33-1/3%) compensation reduction, compensation will continue to be processed through the Village's payroll. In this event, the leave compensation and the compensation paid pursuant to the Act are considered IMRF earnings. To elect to supplement compensation with accumulated leave, the employee must have elected this option on their Employee Statement form. If this election was not made on the Employee Statement form, supplementing compensation is at the discretion of the Village. The employee is required to sign over TTD benefit checks to the Village issued by the Village's workers' compensation insurance carrier.
- h) TTD benefits end pursuant to the Workers' Compensation Act.
- i) If a holiday occurs during the first thirty (30) days immediately following a compensable workplace illness or injury, the employee will receive one hundred percent (100%) holiday pay. After the first thirty (30) day period, the employee will only receive workers' compensation payment, unless the employee supplements the other one-third (1/3) pay as specified above.
- j) Sick leave and vacation leave will be accrued by an employee during a period of up to nine (9) months for Community Service Officers and up to three (3) months for all other full-time employees while on a duty-related disability leave. The Employer retains the right to order at its expense physical, medical or psychological examinations of the injured employee to determine his/her present or anticipated fitness for duty. The Employer further reserves

the right to assign disabled employees to alternative duties within the Village in accordance with the Employer's "Return to Work" policy applicable to all employees, depending on the nature of the employee's disability and the duties available. Such determination shall necessarily be based on a case-by-case review of the facts involved, and the Employer shall have no obligation to provide "light duty" other than in its administration of its "Return to Work" policy.

- k) It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Employer shall be reimbursed for the wages paid to the employee for the time that the employee was off work for this injury. If suit is filed, the employee shall notify the Employer as soon as possible so that all insurance questions may be coordinated.

Section 17.5. Medical Examinations. If there is any question concerning an employee's physical or psychological fitness for duty or fitness to return to duty following a layoff, injury or illness, the Employer may require, at its expense, that the employee be examined by a qualified physician and/or another appropriate medical professional selected by the Employer. The foregoing requirement shall be in addition to any requirement that an employee provides, at his/her own expense, a statement from his/her own doctor upon returning from sick leave or disability leave. If a dispute arises over the medical condition of an employee, the parties shall select a neutral third doctor who shall make the final determination of his/her fitness for duty.

Section 17.6. Jury Duty Leave. A full-time employee may be granted leave with pay when required to be absent from work for jury duty. Compensation for such leave shall be limited to the difference between pay received for jury service less transportation costs and normal Employer pay.

Section 17.7. Funeral Leave. A full-time employee may be granted up to three (3) work days leave to attend the wake or funeral, or to wrap up the decedent's affairs, with pay in the event of the death of the employee's spouse or any of the following members of either the employee's or spouse's family: child (including step or adopted), grandchild, mother, father, sister or brother (including half or step), grandparents, daughter-in-law, son-in-law, step parents or members of the employee's immediate household. In the event of the death of an aunt or uncle of the employee or his/her spouse, such employee may be granted one (1) day's leave for the same purposes. Any employee granted such leave shall be paid for his/her regularly scheduled workdays which occur during such leave. If more time is needed for long distance travel or to wrap up the decedent's affairs, and is requested by the employee, the employee may use accrued vacation leave or personal days upon recommendation of the Department Head and approval by the Village Administrator.

Section 17.8. Personal Leave. All employees with a full year or more of service will be eligible for thirty-two (32) personal leave hours for the next calendar year. The

thirty-two (32) personal leave hours are granted on a calendar year basis beginning January 1 and may be taken any time during that calendar year. Under no circumstances shall personal leave hours be carried forward to the next calendar year. All employees who have completed an initial successful employment period of six (6) months are eligible for personal leave to be utilized within the calendar year in which the six (6) month period ends.

- a) If the six (6) month period ends between January 1 and April 30th (inclusive), the employee will be eligible for twenty-four (24) personal leave hours that must be taken within the same calendar year.
- b) If the six (6) month period ends between May 1 and August 31 (inclusive), the employee will be eligible for sixteen (16) personal leave hours that must be taken within the same calendar year.
- c) If the six (6) month period ends between September 1 and December 31 (inclusive), the employee will be eligible for eight (8) personal leave hours that must be taken within the same calendar year.
- d) Employees who use two (2) or less sick days in a calendar year shall be entitled to accrual and use of one (1) additional personal leave day in the following year.
- e) Employees shall request approval of their supervisor or Department Head at least twenty-four (24) hours in advance of taking such time off. Advance notice may be waived by the Department Head in cases of emergency. In cases when an employee is separated from the Employer service, there will be no compensation for unused personal leave.
- f) Effective January 1, 2001, if an employee participates in the Village's trimester physical fitness testing program and passes all three (3) consecutive fitness tests, he/she shall be awarded one (1) additional personal leave day to be credited in the next calendar year and used in that same calendar year. Participation is purely voluntary, and time spent to participate in the Village's physical fitness testing program is not paid by the Village. Testing times are as scheduled by the Village's fitness testing coordinator. In the event that the Village applies a less restrictive benefit to non-bargaining unit employees, (excluding sworn employees), then the same benefit shall apply to the bargaining unit employees.

Section 17.9. Retirement Benefits. Upon the separation of an employee who is eligible at time of separation to collect a pension from the Illinois Municipal Retirement Fund (IMRF), the employee shall receive compensation for any accumulated sick leave in excess of sixty (60) days, (up to a maximum of eighty (80) days of compensation), at the employee's current hourly rate of pay at the time of separation.

Section 17.10. Family and Medical Leave Act. The Village agrees to comply with the Family and Medical Leave Act of 1993 ("FMLA") as amended and the rules and regulations issued in conjunction therewith. Any available sick leave may be used before starting a Family Medical Leave, for an employee's own illness. Use of personal and vacation leave prior to starting a Family Medical Leave is permitted, but optional. The Village may promulgate and implement any policies which are consistent with the Family and Medical Leave Act of 1993 (FMLA) as amended and the rules and regulations issued in conjunction therewith.

Employees hired on or after the effective date of this Agreement shall not be entitled to all of the provisions set forth in Section 17.10 above but instead shall be covered by the following. The Village agrees to comply with the Family and Medical Leave Act of 1993 ("FMLA") as amended and the rules and regulations issued in conjunction therewith. If an employee has accrued paid leave (e.g., vacation, sick leave, personal leave) the employee must use any and all qualifying paid leave first before unpaid leave (with the exception of the equivalent of one (1) work week of vacation and one (1) work week of sick leave, which the employee may choose to not take during the FMLA leave and use at a later date pursuant to Village policy). The Village may promulgate and implement any policies which are consistent with the Family and Medical Leave Act of 1993 (FMLA) as amended and the rules and regulations issued in conjunction therewith.

ARTICLE 18 WAGE RATES

Section 18.1. Merit Systems. The merit system will consist of annual performance evaluations, consistent with the pay plan of the Employer, and consistent with this Agreement.

Section 18.2. Pay Range and Pay Steps. Pay ranges for all unit positions consist of 12 steps, with Steps 1 through 2 being the starting rate of pay, (based on years of prior related experience), and Step 12 being the maximum of the pay range.

Pay ranges and steps are as outlined in Appendix C and shall be in effect from May 1 through April 30 each contract year, except as otherwise provided by the terms of this Article.

- a) If an employee meets standards in his/her performance evaluation (currently a score of twenty (20.0) points or more), a one (1) step increase in pay shall be granted on the employee's merit anniversary date.

- b) An employee will be eligible for their first step increase after successfully completing one (1) year of employment.

Section 18.3. Wage Adjustments. The wage adjustments, as outlined in Appendix D, shall be made effective on May 1, 2018.

Section 18.4. Specialty Stipends.

- a) An employee officially assigned by Administration as a "training employee" shall receive an additional one (1) hour of pay at one and one half (1-1/2) times their regular rate of pay for every eight (8) hours accumulated training any "probationary" employee. Time spent training an employee must be authorized by the supervisor.
- b) The Village reserves the right to assign one (1) or more employees as a "training employee."
- c) For those employees assigned as "training employees" as noted above, one must perform the following duties to receive additional compensation:
 - 1. Train the employee utilizing an authorized training manual issued by a supervisor for use by the trainee.
 - 2. Fill out evaluation form(s) for the employee being trained and forward the form(s) to the appropriate supervisor.
 - 3. Any time spent training an employee must be authorized by the supervisor.
- d) Whenever a non-probationary employee is assigned to be with a designated "Training Employee", or whenever any other employee is assigned to be with a member of the civilian unit, instruction shall be given and not withheld from the employee.

ARTICLE 19
HOLIDAYS

Section 19.1. Holidays. The following are paid holidays for eligible employees:

New Year's Day
President's Day
Friday before Easter
Memorial Day
Independence Day
Labor Day (1st Monday in September)

Thanksgiving Day (last Thursday in November)
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 19.2. Holiday Pay and Work Requirements. Employees whose regular scheduled day off falls on the actual day of a holiday, shall be granted an additional day off in the same calendar year at a time mutually agreed upon between the employee and the employee's supervisor. Should any employee be absent without pay on either the last scheduled working day before or the first scheduled working day after the holiday, no additional Day will be granted. However, if the holidays are not used by the last pay period of the year in which they have accrued, the Employer shall pay the employee a regular day's (eight (8) hours) pay for each unused holiday. If an employee is unable to use their Christmas Eve, Christmas, or New Year's Eve Holiday by the end of the calendar year, it may be carried over into the succeeding year but must be taken or cashed in prior to the end of the first quarter of the succeeding year.

When an employee's regular work day falls on the actual day of a holiday, he/she shall receive, in addition to his/her regular holiday pay, one and one-half (1-1/2) times his/her hourly rate of pay for all hours actually worked up to eight (8) hours, and twice his/her hourly rate of pay for all hours worked in excess of eight (8). If an employee is required to work on an unscheduled holiday, such employee shall be paid in accordance with the overtime call-back provisions as stipulated in this Agreement, in addition to his/her holiday pay.

Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. An employee that calls in sick on a holiday that he/she was scheduled to work will receive accumulated sick leave pay, and forfeit their holiday pay or leave credit.

ARTICLE 20 UNIFORM ALLOWANCE

Section 20.1. Uniforms. All employees covered by this Agreement shall receive from their date of hire through completion of their first year of employment all uniforms supplied by the Employer according to the Village's approved uniform/equipment policy list. Effective May 1 each year thereafter, employees covered under this Agreement shall receive a yearly uniform/equipment allowance of two hundred seventy-five dollars (\$275.00), for the classification of full-time police department records assistant and full-time police aides; however, full-time community service officers shall receive an allowance of five hundred twenty-five dollars (\$525.00). The Employer will continue to pay for all uniforms and equipment for new employees, as stipulated by the Village, provided, however, that new employees shall be required to reimburse the Employer for the cost of their initial equipment and uniform if they resign within one (1) year of hire.

Employees will be allowed to carry over a maximum of one (1) year's uniform allowance to the following year.

Section 20.2. Bullet-Proof Vests. The Employer shall equip all new CSO's with bullet-proof vests after the CSO has completed his/her probationary period.

The Employer further agrees to replace bullet-proof vests for all CSO's at five (5) years of use, or upon reaching the expiration of the useful life of the vests, where manufacturer's recommendations and independent research demonstrate a useful life in excess of five (5) years.

ARTICLE 21 VACATIONS

Section 21.1. Eligibility and Allowances. All employees shall begin to earn vacation leave credits as of the date of hire; however, employees are not entitled to use any vacation leave until they have worked six (6) months. Vacation allowances shall be earned on a bi-weekly pay period basis throughout the employment year, based on the following schedule. Vacation leave shall not be taken until it has been earned.

Section 21.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

Section 21.3. Scheduling. Employees shall be awarded vacation time by the Employer in accordance with Police Department manpower requirements first, and in the order in which requests are received second. In the event two (2) requests are received within seven (7) days for the same vacation period the award shall be made on the basis of their job classification seniority.

Section 21.4. Accumulation. Employees shall not have accumulated more than the equivalent of two (2) years' vacation leave credit at the end of the calendar year. Failure to abide by this provision will be cause for loss of the excess vacation hours. Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during any unpaid leave of absence.

Section 21.5. Accrual Schedule. Vacation leave shall be earned on a bi-weekly pay period basis throughout the employment year (anniversary date to anniversary date), at the following rates:

- a) Employees who have not attained their fifth (5th) anniversary date of continuous employment with the Village, shall earn eighty (80) hours of vacation leave per year or 3.08 hours per pay period.

- b) Employees who have attained their fifth (5th) anniversary date but have not attained their twelfth (12th) anniversary date of continuous employment with the Village shall earn one hundred twenty (120) hours of vacation leave per year or 4.62 hours per pay period.
- c) Employees who have attained their twelfth (12th) anniversary date but have not attained their sixteenth (16th) anniversary date of continuous employment with the Village shall earn one hundred sixty (160) hours of vacation leave per year or 6.15 hours per pay period.
- d) In addition, employees hired prior to the effective date of this Agreement shall receive the following. Employees who have attained their sixteenth (16th) anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of vacation leave per year (.31 hours per pay period) for each additional year of service rendered to the Village, up to a maximum of one hundred twenty (120) additional hours for thirty (30) or more years of continuous service (for a maximum total of two-hundred eighty (280) hours of vacation leave earned per year or 10.769 hours earned per pay period at thirty (30) or more years of continuous service.)

Employees hired on or after the effective date of this Agreement shall not be entitled to the benefits set forth in subsection d) but instead shall receive the following. Employees with sixteen (16) years or more service who have attained their sixteenth anniversary date of continuous employment with the Village shall earn an additional eight (8) hours of paid vacation leave (.31 hour per pay period) for each additional year of employment rendered to the Village, up to a maximum of forty (40) additional hours for twenty (20) or more years of continuous employment (for a maximum total of two-hundred (200) hours of vacation leave earned per year or 7.69 hours earned per pay period at twenty (20) or more years of continuous service.)

Section 21.6. Cash-In. Upon written recommendation of the Chief of Police/Director of Public Safety, with approval of the Village Administrator, an employee may be paid for up to forty (40) hours per calendar year of unused vacation time.

Section 21.7. Employer Emergency. In case of an emergency, the Village Administrator or Police Chief/Director of Public Safety may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall back any employee from vacation in progress.

Section 21.8. Illness During Vacation. If an employee becomes ill during a Vacation Leave, such days may not be designated as Sick leave, thereby carrying over the vacation leave to another period.

ARTICLE 22 INSURANCE

Section 22.1. Health Insurance. The Village will provide basic health insurance for unit employees, and retains the option to select participation in or change health plans or companies as necessary due to economic conditions. The cost of health insurance shall be divided between the Village and employee and the provision of optical insurance or reimbursement will be as determined by the Village from time to time for all unit and non-union Village employees. Employees covered by this Agreement shall be eligible to receive the same insurance coverage and benefits from the same carrier and per the same network and at the same costs/contributions and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. Eligible employees may participate in any health plan offered by the Village provided that they pay their proportionate share of the premium through payroll deduction. Should the Village decide to report employees' pre-tax deductions for health and dental care premium contributions to the IMRF as earnings for pension credit, that provision will apply to bargaining unit members.

Section 22.2. Health Insurance Opt Out Benefit.

Currently, the Village offers a Health Insurance Opt-Out Plan to full-time employees who are eligible to participate in the Village's health insurance plan. In lieu of participating in the Village's health insurance plan, employees may instead receive an opt-out benefit provided certain conditions are met. These conditions include proof that the employee retains health coverage in an outside group health plan to remain eligible to participate and receive Village opt-out payments. The Village does not currently permit an employee who is married to another Village employee and both spouses are covered under the Village's health insurance plan to opt-out of the health insurance and receive an opt-out benefit. However, if in the future during the term of this Collective Bargaining Agreement the Village offers another group* of non-supervisory, non-managerial employees the opportunity to receive an opt-out benefit for this purpose, then the benefit shall be offered to employees in this bargaining unit on the same basis.

Section 22.3. Life Insurance. The Employer shall supply each full-time employee with life insurance in an amount equal to fifty thousand dollars (\$50,000).

Section 22.4. Dental Insurance. The Village will provide basic dental insurance for unit employees, and retains the option to select participation in or change dental plans or companies as necessary due to economic conditions. The cost of dental insurance shall be divided between the Village and employee as determined by the Village from time to time for all unit and non-union Village employees.

Section 22.5. Employee Assistance Program. The Employer shall offer the employee assistance program to the members of the bargaining unit as long as it offers

the package to the Village employees. The Employee Assistance Program (EAP) may be terminated by management at any time should it be deemed in the Village's best interest to terminate the program.

Section 22.6. Optical Insurance: The Village shall reimburse employees who are not covered under the Village's HMO Plan, EPO Plan or Opt-Out Plan for the cost of one (1) vision test per year per family, to a maximum cost of seventy-five dollars (\$75.00) for such test per calendar year. The Vision test may be conducted by the optical care professional of the employee's choice.

ARTICLE 23 **TUITION REIMBURSEMENT PLAN**

Section 23.1. Any employee covered by this Agreement who enrolls in a course of study, which is related to the employee's work and which would improve his/her job performance, at an accredited junior college, college or university within the State of Illinois may qualify to have the tuition (not to include books and fees) for such course(s) reimbursed by the Employer. Prior written approval must be obtained from the Chief of Police/Director of Public Safety and the Village Administrator for each such course or program of study, such written approval shall not be unreasonably denied. Submission of courses or programs of study for approval must be completed by January first (1st) of each year for consideration in the subsequent fiscal year. The Chief of Police/Director of Public Safety and the Village Administrator have complete discretion in determining whether the course is sufficiently related to the employee's work and would improve his/her line of duty performance to justify the tuition reimbursement. The Chief of Police /Director of Public Safety and Village Administrator have the discretion to determine the number of courses which will be taken during any given period. Reimbursement will be based upon the actual cost of tuition of up to, but not to exceed, fifteen hundred dollars (\$1,500.00) per employee in any fiscal year, regardless of whether such course is taken at a public or private institution of higher learning. All reimbursement will be made after demonstration of course completion in accordance with the following schedule:

Grade of A	-	100% reimbursement
Grade of B	-	90% reimbursement
Grade of C	-	80% reimbursement

There shall be no reimbursement for a course where a grade of below C is received. Courses taken on a Pass/Fail basis will be reimbursed at eighty percent (80%) if a passing grade is received.

Section 23.2. If the employee leaves the employment of the Employer within one (1) year of taking a reimbursed course, the employee shall repay the Employer the costs of the course.

Section 23.3. Employees who request and obtain prior written approval for taking reimbursable courses, but who fail to actually take the course, shall be ineligible to participate in the tuition reimbursement plan in the following fiscal year. Failure to take the course due to the Department changing an employee's regularly scheduled day off or an employee's work hours, so that a schedule conflict now existed, would not be held against the employee as it relates to this section.

ARTICLE 24 **GENERAL PROVISIONS**

Section 24.1. Union Visitation. Authorized representatives of the Council shall be permitted to visit the Department upon forty-eight (48) hours notice to and approval by the Chief of Police/Director of Public Safety to meet with elected representatives of the local Unit or representatives of this Agreement. Employees will not be paid to attend meetings with the Unit, meetings with the Unit during regular working hours, but may be permitted to use their time due to avoid loss of pay.

Section 24.2. Eyeglass Replacement. The Employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, prescription sunglasses, and watch when damaged or broken in the line of duty through no act of negligence on the part of the employee. The incident is to be documented promptly in writing with the employee's immediate supervisor.

Section 24.3. Inoculations. The Employer agrees to pay necessary expenses for inoculation or immunization shots for the employee and for members of an employee's family as a result of exposure to contagious disease in the line of duty. In addition, at the employee's option, the Employer shall provide to Community Service Stewards and those employees performing matron duties only, a preventive inoculation and immunization shot for Hepatitis B.

Section 24.4. Funeral Expenses. The Employer agrees to defray all funeral and burial expenses of any unit employee killed in the line of duty, with maximum payment of ten thousand dollars (\$10,000.00).

Section 24.5. Survivor's Insurance Benefits. In the event that an employee is killed in the line of duty, the Village agrees to pay for twenty-four (24) months of health insurance continuation costs, out of the thirty-six (36) months COBRA continuation period for the employee's surviving spouse and/or dependents, as defined by COBRA and based on their COBRA eligibility.

Section 24.6. Substance Abuse Testing. Alcohol and drug testing shall be conducted in accordance with General Order 07-03 as incorporated herein as Appendix E and the Village's Substance Abuse Policy as amended as incorporated herein as Appendix F.

ARTICLE 25
SAVINGS CLAUSE

Section 25.1. If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 26
COMPLETE AGREEMENT

Section 26.1. The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party 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 or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 27
DURATION

Section 27.1. Term of Agreement. This Agreement shall be effective as of the signing date and shall remain in full force and effect until April 30, 2021. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than December 1, 2020. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between parties, prior to reaching a point of impasse.

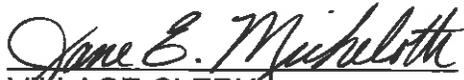
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

29th day of May, 2018

FOR THE EMPLOYER
OF BLOOMINGDALE:



VILLAGE PRESIDENT
Franco A. Coladipietro



VILLAGE CLERK
Jane Michelotti

Village Seal

FOR THE UNION:



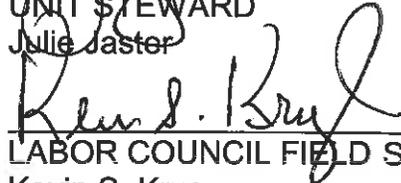
UNIT STEWARD
Wendy Reiter



UNIT STEWARD
Chris Whitsell



UNIT STEWARD
Julie Jaster



LABOR COUNCIL FIELD SUPERVISOR
Kevin S. Krug

Appendix A Seniority Listing

Employee Name	Adjustable Hire Date (for Vacation Accrual)	Original Hire Date	Original Title	Current Title	Current Title or Status Held Since	Reason for Title or Status Change
Jaster, Julie	07/11/1983	07/11/1983	T/C	CSO	03/17/1994	Vol. Move to CSO
Celestino, Tracy	07/24/2014	07/24/2014	Police Aid	Police aid	07/24/2014	
Whitsell, Chris	04/09/2001	04/09/2001	T/C	Police Aide	12/01/2012	Vol. Move to Police Aide (In Lieu of Layoff as T/C)
Lukowski, Kimberly	08/18/2003	08/18/2003	R/A	R/A	08/18/2003	
Reiter, Wendy	09/20/1999	09/20/1999	R/A	R/A	09/20/1999	
Juan Acosta	09/12/2016	09/12/2016	CSO	CSO	09/12/2016	
Kaitlyn Ward	02/14/2018	02/14/2018	R/A	R/A	02/14/2018	

APPENDIX B
APPROVED UNIFORM / EQUIPMENT LIST FOR
POLICE AIDES, RECORDS ASSISTANTS AND
COMMUNITY SERVICE OFFICERS

(Note: The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. Items with an asterisk * require additional documentation or proof item is needed. Unless otherwise noted, all quantities are per year.

POLICE AIDES AND RECORDS ASSISTANTS

Long sleeve navy shirt	(3)
Short sleeve navy shirt	(3)
Pants (winter/summer)	(3)
Duty pant belt/inside	(1)
Shoes (approved styles)	(2)
Ties	(2)
Tie bar	(1)
Nameplate	(2)
Wooly pully sweater OR "johnny coat"	
sweater (zipper in front)	(1)
Nylon jacket *	(1)
Department turtleneck shirt	(5)
Badge wallet	(1)
Badge repairs	
Boots *	(1 pair)
Gym shoes	(1 pair)
Pants ("Docker"), "khaki" (light tan) in color, either with or without pleats	(2 pair)
Department polo shirts	(3)
Uniform repairs	

NOTE: Female police aides and records assistants have the option of purchasing (1) skirt in addition to the above.

COMMUNITY SERVICE OFFICERS

Long sleeve french blue shirt	(3)
Short sleeve french blue shirt	(3)
Pants (winter/summer) navy blue	(6)
Shoes (approved styles)	(2)
Ties	(3)
Tie bar	(1)
Nameplate	(3)
Wooly pully sweater	(1)
Nylon jacket (spring/fall) *	(1)
Leather jacket *	(1)
Raincoat *	(1)
Jacket liner	(1)
Hat cover	(1)
Five star hat *	(1)

COMMUNITY SERVICE OFFICERS (Continued)

Fur hat (winter)	(1)
Boots/galoshes, etc.	(1)
Rocky Mountain eliminator boots	(2)
Sweatsuit	(2)
Department turtleneck shirt	(5)
Duty gloves – leather	(1)
Insulated vest	(1)
Soft body armor *	(1)
Body armor vest cover	(1)
Duty pant belt/inside	(1)
Equipment belt/outside *	(1)
PR24 baton *	(1)
Baton ring	(1)
Cap stun duty pouch	(1)
Riot helmet & carry bag *	(1)
Folding knife for seat belt extraction – maximum of \$30.00	(1)
Folding knife pouch	(1)
Mini-maglight pouch	(1)
Mini flashlights *	(2)
Microphone strap	(1)
Radio holder	(1)
Belt keepers	(4)
Briefcase *	(1)
Note pad holder	(1)
Spell check *	(1)
Tape measure	(1)
Duty wrist watch – maximum of \$35.00	(1)
Watch band	(1)
Badge wallet	(1)
Badge repairs	
Business cards	
“J” coat	(1)
Skirt	(1)
Gym shoes	(1 pair)
Pants (“Docker”), “khaki” (light tan) in color, either with or without pleats	(2 pair)
Department polo shirts	(3)
Uniform repairs	

APPENDIX C – WAGE RATES

APPENDIX C - WAGE RATES

Community Service Officer				2.5%, 2.75%, 2.75%								
Grade	1	2	3	4	5	6	7	8	9	10	11	12
Current	\$20.96	\$21.70	\$22.46	\$23.24	\$24.07	\$24.91	\$25.79	\$26.71	\$27.62	\$28.60	\$29.61	\$30.65
5/1/2018	\$21.48	\$22.24	\$23.02	\$23.82	\$24.67	\$25.53	\$26.43	\$27.38	\$28.31	\$29.32	\$30.35	\$31.42
5/1/2019	\$22.07	\$22.85	\$23.65	\$24.48	\$25.35	\$26.23	\$27.16	\$28.13	\$29.09	\$30.12	\$31.18	\$32.28
5/1/2020	\$22.68	\$23.48	\$24.31	\$25.15	\$26.05	\$26.96	\$27.91	\$28.90	\$29.89	\$30.95	\$32.04	\$33.17

Records Assistant				2.5%, 2.75%, 2.75%								
Grade	1	2	3	4	5	6	7	8	9	10	11	12
Current	\$18.87	\$19.52	\$20.20	\$20.92	\$21.65	\$22.41	\$23.20	\$24.03	\$24.87	\$25.75	\$26.63	\$27.57
5/1/2018	\$19.34	\$20.01	\$20.71	\$21.44	\$22.19	\$22.97	\$23.78	\$24.63	\$25.49	\$26.39	\$27.30	\$28.26
5/1/2019	\$19.87	\$20.56	\$21.27	\$22.03	\$22.80	\$23.60	\$24.43	\$25.31	\$26.19	\$27.12	\$28.05	\$29.04
5/1/2020	\$20.42	\$21.12	\$21.86	\$22.64	\$23.43	\$24.25	\$25.11	\$26.00	\$26.91	\$27.87	\$28.82	\$29.83

Police Aide				2.5%, 2.75%, 2.75%								
Grade	1	2	3	4	5	6	7	8	9	10	11	12
Current	\$18.87	\$19.52	\$20.20	\$20.92	\$21.65	\$22.41	\$23.20	\$24.03	\$24.87	\$25.75	\$26.63	\$27.57
5/1/2018	\$19.34	\$20.01	\$20.71	\$21.44	\$22.19	\$22.97	\$23.78	\$24.63	\$25.49	\$26.39	\$27.30	\$28.26
5/1/2019	\$19.87	\$20.56	\$21.27	\$22.03	\$22.80	\$23.60	\$24.43	\$25.31	\$26.19	\$27.12	\$28.05	\$29.04
5/1/2020	\$20.42	\$21.12	\$21.86	\$22.64	\$23.43	\$24.25	\$25.11	\$26.00	\$26.91	\$27.87	\$28.82	\$29.83

APPENDIX D
UNIT IMPLEMENTATION – MAY 1, 2018

APPENDIX D - UNIT IMPLEMENTATION MAY 1, 2018

Name	Position	Hire	Current			Pay Incr.	Merit	Pay Incr.	Merit	Pay Incr.	Merit
		Date	Pay Rate	Step	Merit Date	5/1/2018	Increase	5/1/2019	Increase	5/1/2020	Increase
ACOSTA	CSO	9/12/2016	\$21.70	2	9/12	\$22.24	\$23.02	\$23.65	\$24.48	\$25.15	\$26.05
CELESTINO	PA	7/24/2014	\$21.65	5	7/24	\$22.19	\$22.97	\$23.60	\$24.43	\$25.11	\$26.00
JASTER	CSO	7/11/1983	\$30.65	12	12/1	\$31.42	N/A	\$32.28	N/A	\$33.17	N/A
LUKOWSKI	RA	8/18/2003	\$27.57	12	8/18	\$28.26	N/A	\$29.04	N/A	\$29.83	N/A
REITER	RA	9/20/1999	\$27.57	12	9/20	\$28.26	N/A	\$29.04	N/A	\$29.83	N/A
WHITSELL	PA	4/9/2001	\$27.57	12	12/1	\$28.26	N/A	\$29.04	N/A	\$29.83	N/A
WARD	RA	2/14/2018	\$19.52	2	2/14	\$20.01	\$20.71	\$21.27	\$22.03	\$22.64	\$23.43

RA=Records Assistant

CSO=Community Service Officer

PA=Police Aide

APPENDIX E
General Order 07-03

<i>1. SUBJECT: DRUG TESTING</i>		I. SECTION CODE: PER-02W	
DATE OF ISSUE: MAY 15, 2007		EFFECTIVE DATE: MAY 15, 2007	
AMENDS: GENERAL ORDER 03-01		CANCELS:	
LAST REVISION DATE: March 16, 2018 January 21, 2013		DISTRIBUTION: SWORN OFFICERS, MEMBERS OF THE FRATERNAL ORDER OF POLICE CIVILIAN UNIT, NON- SWORN SUPERVISORS	

INDEX AS:

Drug Testing
F.O.P. Civilian Unit, Drug Testing
Random Drug Testing
Steroid Testing
Sworn Officers, Drug Testing

PURPOSE:

This order establishes policies and procedures for the Department drug-testing program as it applies to sworn officers and members of the Fraternal Order of Police civilian unit.

This order consists of the following numbered sections:

- I. Policies
- II. Definitions
- III. Procedures/Rules
- IV. Effective Date

I. POLICIES

- A. It is the policy of the Department that the critical mission of law enforcement justifies maintenance of a drug free work environment using a reasonable sworn officer drug-testing program.
 - 1. The law enforcement profession has several uniquely compelling interests that justify the use of sworn officer drug testing. The public has the right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse to include the use of anabolic-androgenic steroids, will impair seriously an

officer's physical and mental health and thus his/her job performance.

2. Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in it are destroyed. This confidence is further eroded by the potential for corruption created by drug use.
- B. By agreement with the Fraternal Order of Police civilian unit, excluding the testing for illegal anabolic-androgenic steroids, the same reasonable drug-testing program is extended to include its members.
- C. In order to ensure the integrity of the Department and to preserve public trust in a fit and drug free law enforcement profession, the Department shall implement a drug testing program to detect prohibited drug use by sworn police officers and members of the Fraternal Order of Police civilian unit.

II. DEFINITIONS

- D. Random Drug Test--the compulsory production and submission of urine by a sworn officer or member of the Fraternal Order of Police civilian unit in accordance with Department procedures, for chemical analysis to detect prohibited drug usage. In addition, a random drug test for sworn officers includes illegal anabolic-androgenic steroids and steroid supplements which could increase the levels of testosterone in one's body.
- E. Anabolic-Androgenic Steroid--man-made substances related to male sex hormones. "Anabolic" refers to muscle-building; "androgenic" refers to increased masculine characteristics; "steroid" refers to the class of drug.
- F. Steroid Supplement--a supplement such as DHEA (dehydroepian-drosterone) or androstenedione which can be converted into testosterone or similar compound in the body.
- G. Reasonable Suspicion--that quantity of proof or evidence that is more than just a hunch but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead a reasonable person to suspect that the individual is or has been using drugs while on- or off-duty.
- H. Sworn Officer--officers of the following ranks and/or positions: Police Chief/Director of Public Safety, Deputy Chief of Police, Watch Commander, Sergeant, Detective, Police Officer, and Probationary Police Officer.
- I. Director of Public Safety: For purposes of this Order, the Director of Public Safety is and has the same authority as the Police Chief/Director of Public Safety.
- J. Members of the Fraternal Order of Police Civilian Unit--full-time employees who

are employed as follows: Police Aide, Police Records Assistant, Community Service Officer. Hereinafter shall be referred to as "members of the civilian unit".

III. PROCEDURES/RULES

K. Throughout this order whenever reference is made to notifications, etc., to the Chief of Police/Director of Public Safety, if the Chief of Police/Director of Public Safety is being tested, notifications, etc., will be made to the Village Administrator.

L. Prohibited Activity

The following rules shall apply to all sworn officers and members of the civilian unit of the Department while on or off duty:

- a. No sworn officer or member of the civilian unit shall possess illegally any controlled substance.
- b. No form of any controlled or other dangerous substance shall be taken by a sworn officer or member of the civilian unit, unless prescribed by a licensed medical practitioner for that officer or member of the civilian unit.
 - (1) Sworn officers and members of the civilian unit shall notify their immediate supervisor when required to use prescription medicine which they have been informed has the potential to impair job performance. Sworn officers and members of the civilian unit shall advise his/her supervisor of the known side effects of the medication, and the prescribed period of use.

If a supervisor detects that the sworn officer or member of the civilian unit is exhibiting signs of impaired job performance, the supervisor has the authority to not allow the officer or member of the civilian unit to work and to instruct the officer or member of the civilian unit to use appropriate benefit time.

- (2) Sworn officers and members of the civilian unit have the burden of determining from their licensed medical practitioner if a prescription medicine will prohibit them from performing their job functions.
- c. No sworn officer shall use any form of illegal anabolic-androgenic steroid or steroid supplement.
- d. Unless approved by a licensed medical practitioner, no sworn officer or member of the civilian unit shall take any prescribed or over-the-counter medication in amounts beyond the recommended dosage.

- e. Any sworn officer or member of the civilian unit having a reasonable basis to believe that another employee is illegally using or possessing any controlled substance, or a sworn officer is illegally using or possessing anabolic-androgenic steroids and steroid supplements, shall report immediately the facts and circumstances to his/her supervisor.

M. Drug Testing

In order to ascertain prohibited drug use, sworn officers and members of the civilian unit will be required to take drug tests as a condition of continued employment as follows:

- a. In the event there is reasonable suspicion of drug use.

The sworn officer or member of the civilian unit may be required to submit to urinalysis. Test results will be submitted to the Chief of Police/Director of Public Safety in a sealed envelope marked "CONFIDENTIAL". In case of a positive test indicating unlawful use of drugs, the employee involved may be disciplined.

- b. When sworn officers or members of the civilian unit are assigned to drug enforcement (undercover or otherwise), vice or similar assignments which present the potential for an officer or member of the civilian unit to be engaged in the possession, use, or sale of illegal controlled substances.

Sworn officers and members of the civilian unit shall be subject to random (announced or unannounced) drug testing.

- c. When the Village Administrator at his discretion, orders a random drug test.

- (1) The Village Administrator is limited to order two (2) such random tests for sworn officers in any one (1) calendar year.

- (2) Random drug tests will be done on 10 - 20% of the number of sworn officers.

- (a) When the Village Administrator elects to order a random drug test, he immediately will notify the Police Chief/Director of Public Safety or his designee and a union officer of his intent, and will inform them the percentage of sworn officers he wishes to be tested.

- (b) The selection process will occur as soon as possible afterwards on that day by randomly drawing the

appropriate percentage (number) of names from the names of all sworn officers. Drawings will be done by the Village Administrator in the presence of the Chief of Police/Director of Public Safety or his designee and a union officer.

- (3) Random drug tests will be performed only on those sworn officers who are scheduled to be on-duty on the day selected (NOTE: the day selected for midnight shift personnel is the midnight shift immediately following the random draw).
 - (a) Sworn officers who are selected but who are off-duty for the day selected will not have to submit to the test.
 - (b) Sworn officers selected who are on-duty for the day selected but who call in sick for the day or are assigned elsewhere (training, as an example), will submit to the test when he/she reports to the Department for duty on his/her next scheduled working day.
 - (c) If any off-duty sworn officers are selected, no additional sworn officers will be selected to act as replacements.
- (4) The Chief of Police/Director of Public Safety will, by written order, instruct those on-duty officers selected that they will have to submit to the random drug test.
- (5) The Village Administrator is limited to order two (2) such random tests for members of the civilian unit in any one (1) calendar year.
- (6) Random drug tests will be done on 10 - 20% of all members of the civilian unit.
 - (a) When the Village Administrator elects to order a random drug test, he immediately will notify the Chief of Police/Director of Public Safety or his designee and a representative of the civilian unit of his intent, and will inform them the percentage of members of the civilian unit he wishes to be tested.
 - (b) The selection process will occur as soon as possible afterwards on that day by randomly drawing the appropriate percentage (number) of names from the names of all members of the civilian unit. Drawings will be done by the Village Administrator in the

presence of the Chief of Police/Director of Public Safety or his designee and a representative of the civilian unit.

- (7) Random drug tests will be performed only on those members of the civilian unit who are scheduled to be on-duty on the day selected (NOTE: the day selected for midnight shift personnel is the midnight shift immediately following the random draw).
 - (a) Members of the civilian unit who are selected but who are off-duty for the day selected will not have to submit to the test.
 - (b) Members of the civilian unit selected who are on-duty for the day selected but who call in sick for the day or are assigned elsewhere (training, as an example), will submit to the test when he/she reports to the Department for duty on his/her next scheduled working day.
 - (c) If any off-duty members of the civilian unit are selected, no additional members of the civilian unit will be selected to act as replacements.
- (8) The Chief of Police/Director of Public Safety will, by written order, instruct those on-duty members of the civilian unit selected that they will have to submit to the random drug test.

N. Random Drug Testing Procedures

- 1. The testing procedures and safeguards provided in this policy to ensure the integrity of Department drug testing shall be adhered to by any personnel administering drug tests.
- 2. On-duty sworn officers or on-duty police aides, records assistants and community service officers who are members of the civilian unit who have been selected and ordered by the Chief of Police/Director of Public Safety to submit to a random drug test, must (unless extenuating circumstances exist and then as soon as possible thereafter) report to Alexian Brothers Corporate Health Services, 1339 Lake Street, Addison, Illinois (TX: (630) 930-5610 at the following times:
 - a. Midnights : 11:00 P.M.
 - Days: ASAP after being selected
 - Afternoons: 3:00 P.M. or ASAP after being selected
 - Administrative

7. If Alexian Brothers personnel detect an alteration of the sample submitted; observe that the temperature of the sample is outside of the normal range; suspect that the specimen was contaminated; or observe conduct that clearly was an attempt to adulterate the sample, the Chief of Police/Director of Public Safety or his designee will be telephoned and advised.

The Chief of Police/Director of Public Safety or his designee may order the sworn officer or member of the civilian unit to provide another sample as soon as possible thereafter in the presence of a witness. The witness shall be the same sex as the person being tested.

O. Drug Testing Methodology--Prohibited Drugs

1. The testing or processing phase shall consist of a two-step procedure at a SAMHSA certified laboratory:
 - a. Initial screening test
EMIT (Enzyme Mediate Immassay Test) test
 - b. Confirmation test
Gas chromatography/mass spectroscopy (GC/MS) test
2. The processing and testing of the samples shall be according to acceptable medical facility procedures, which includes a strict chain-of-custody.
3. The urine sample is first tested using the EMIT test. An initial positive test will not be considered conclusive; rather it will be classified as "confirmation pending". Notification of the test results to the Police Chief/Director of Public Safety or his designee shall be held until the confirmation results are obtained and reviewed by the Medical Review Officer.
4. A sample testing positive initially will undergo a confirmation--GC/MS--test.
 - a. All positive confirmatory tests will be reviewed by a Medical Review Officer (MRO) to ascertain if there is an alternative medical explanation for the positive test (e.g., legitimate prescription drug use, etc.). The MRO has the option of clarifying a positive confirmatory test with the sworn officer or member of the civilian unit. If the MRO needs to speak with the sworn officer or member of the civilian unit, the MRO will call the Department employee directly.
 - b. If the confirmatory test is positive and has no alternative medical explanation, the sworn officer or member of the civilian unit may request to have the same initial sample tested by an independent laboratory of his own choosing with the cost to be paid by the Village

(but not to exceed the Village cost for its own confirmatory GC/MS test).

- (1) Within 72 hours of being advised of a positive confirmatory test, the sworn officer or member of the civilian unit must advise the Chief of Police /Director of Public Safety or his designee that he/she wants an independent test conducted. The name of the laboratory conducting the test to include address and telephone number will be provided to the Chief of Police/Director of Public Safety or his designee.

The Chief of Police/Director of Public Safety or his designee will advise Alexian Brothers which will arrange for the sample to be delivered to the independent lab.

- (2) Samples never are released back to the sworn officer, to the member of the civilian unit, or to the Department, except for the Chief of Police/Director of Public Safety or designee.
5. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every drug of abuse including heroin, amphetamine and barbiturates.
- a. For the EMIT test, the drugs tested for and the detection limits to result in a positive test are as follows:
 - (1) Amphetamines--1000 ng/ml
 - (2) Barbiturates--300 ng/ml
 - (3) Cocaine--300 ng/ml
 - (4) Phencyclidine--25 ng/ml
 - (5) Cannabinoid--50 ng/ml
 - (6) Propoxyphene--300 ng/ml
 - (7) Opiates--2000 ng/ml
 - (8) Benzodiazepine--300 ng/ml
 - (9) Methadone--300 ng/ml
 - (10) Methaqualone--300 ng/ml
 - b. For the GC/MS confirmatory test, the drugs tested for and the detection

limits to result in a positive test are as follows:

- (1) Amphetamines--500 ng/ml
Methamphetamines--500 ng/ml
- (2) Barbiturates--300 ng/ml
- (3) Cocaine--150 ng/ml
- (4) Phencyclidine--25 ng/ml
- (5) Cannabinoid--15 ng/ml
- (6) Propoxyphene--300 ng/ml
- (7) Opiates:
Morphine--2000 ng/ml
Codeine--2000 ng/ml
- (8) Benzodiazepine--300 ng/ml
- (9) Methadone--300 ng/ml
- (10) Methaqualone--300 ng/ml

P. Drug Testing Methodology--Steroids

1. The testing or processing phase shall consist of a two-step procedure at a SAMHSA certified laboratory:
 - a. Initial screening test
Gas chromatography/mass spectroscopy (GC/MS) test
 - b. Confirmation test
Gas chromatography/mass spectroscopy (GC/MS) test
2. The processing and testing of the samples shall be according to acceptable medical facility procedures which includes a strict chain-of-custody.
3. The urine sample is first tested using the GC/MS test. An initial positive test will not be considered conclusive; rather it will be classified as "confirmation pending". Notification of the test results to the Chief of Police/Director of Public Safety or his designee shall be held until the confirmation results are obtained and reviewed by the Medical Review Officer.

4. A sample testing positive initially will undergo a confirmation--GC/MS--test.
 - a. All positive confirmatory tests will be reviewed by a Medical Review Officer (MRO) at Alexian Brothers to ascertain if there is an alternative medical explanation for the positive test (e.g., legitimate prescription drug use, etc.). The MRO has the option of clarifying a positive confirmatory test with the sworn officer. If the MRO needs to speak with the sworn officer, the MRO will advise the Chief of Police/Director of Public Safety or his designee who will instruct the officer to telephone the MRO as soon as possible, but not later than 24 hours after notification.
 - b. If the confirmatory test is positive and has no alternative medical explanation, the sworn officer may request to have the same initial sample tested by an independent laboratory of his own choosing with the cost to be paid by the Village (but not to exceed the Village cost for its own confirmatory GC/MS test).
 - (1) Within 72 hours of being advised of a positive confirmatory test, the sworn officer must advise the Chief of Police/Director of Public Safety or his designee that he/she wants an independent test conducted. The name of the laboratory conducting the test to include address and telephone number will be provided to the Chief of Police/Director of Public Safety or his designee.

The Chief of Police/Director of Public Safety or his designee will advise Alexian Brothers which will arrange for the sample to be delivered to the independent lab.
 - (2) Samples never are released back to the sworn officer or to the Department, except for the Chief of Police/Director of Public Safety or designee.
5. For the initial and confirmatory GC/MS tests, the following steroids tested for, and a detection limit of 10ng/ml to result in a positive test are as follows:
 - a. BOLASTERONE;
 - b. BOLDENONE;
 - c. 4-CHLOROTESTOSTERONE;
 - d. EPITESTOSTERONE;
 - e. FLUOXYMESTERONE (HALOTESTIN);

- f. FLURAZOBOL;
 - g. MESTEROLONE;
 - h. METHANDIENONE (DIANABOL);
 - i. METHANDRIOL;
 - j. METHENOLONE (PRIMONABOL);
 - k. METHYLTESTOSTERONE;
 - l. NORETHANDROLONE;
 - m. NORETHINDRONE;
 - n. NANDROLONE (19-NORTESTOSTERONE);
 - o. OXANDROLONE (ANADROL);
 - p. STANOZOLOL;
 - q. TESTOSTERONE;
 - r. TESTOSTERONE/EPITESTOSTERONE RATIO.
6. Using the GC/MS technique for initial and confirmatory tests, analysis is also performed to look for the presence of PROBENECID (BENEMID)--a blocking/masking agent, and for CLENBUTEROL--an anti-catabolic agent.

Q. Drug Test Results

- 1. Random drug test results will be submitted to the Chief of Police/Director of Public Safety in a sealed envelope marked "CONFIDENTIAL".
- 2. Confidentiality of test results will be preserved and results will be disclosed only to high-level management personnel of the Village and to authorized persons within the Police Department. Except in litigation, arbitration, or disciplinary proceedings, no further disclosure will be made without the sworn officer's or civilian unit member's express written authorization.
 - a. Test results shall include whether the test was positive or negative. If the confirmatory test was positive, the drug(s) identified and the level noted will be forwarded to the Chief of Police/Director of Public Safety.
 - b. Results of drug tests will be placed in sworn officer or member of the civilian unit medical files which are kept separate from personnel files

with a cover letter identifying the reasons for the drug test, i.e., random drug test, reasonable suspicion, etc.

3. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

R. Consequences

1. Sworn officers or members of the civilian unit who voluntarily seek assistance before any positive drug test, and before any disciplinary offenses associated with illegal drugs, will be permitted to take advantage of a Village established Employee Assistance Program (EAP).

Any utilization of the Employee Assistance Program as described above shall be without disciplinary consequence.

2. In case of a sworn officer who tests positive for drug use and is not terminated by the Board of Fire and Police Commissioners, the Village shall provide an opportunity for such officer to enter and to complete successfully an appropriate rehabilitation program.
3. In case of a member of the civilian unit who tests positive for drug use and is not terminated by the Village Administrator, the Village shall provide an opportunity for such member of the civilian unit to enter and to complete successfully an appropriate rehabilitation program.
4. Nothing contained in these procedures shall preclude disciplinary action, which may include termination, against any sworn officer or member of the civilian unit where a confirmatory test shows the presence of drugs; nor shall they be interpreted to preclude disciplinary action, which may include termination for misconduct including violation of applicable laws which may be related to drug use.

IV. EFFECTIVE DATE

The effective date of this order is January 21, 2013

lsf
Frank Giammarese
Chief of Police/Director of Public Safety

APPENDIX F

VILLAGE OF BLOOMINGDALE

SUBSTANCE ABUSE POLICY,

PROGRAM AND PROCEDURES

November 14, 2006

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i. Statement of Policy

Purpose and Goals

While it is difficult to estimate the precise cost to society from substance abuse, there is no doubt that the cost is enormous. The potential effects of substance abuse are substantial in terms of lives lost, personal injuries, property damage, business losses, productivity, absenteeism, and increased health care costs. It is believed that the implementation of this program will help discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug and alcohol related problems. Further, it is expected that a substance abuse testing program will operate as a deterrent to those individuals who might be tempted to try drugs for the first time or who currently misuse drugs or alcohol. Finally, it is anticipated that this program will enhance the safety and health of our employees by fostering the early identification and referral for treatment of workers with substance abuse problems. In order to achieve the goal of ensuring a drug and alcohol-free workplace, as well as to comply with requirements of the Drug-Free Workplace Act of 1988 and the Illinois Drug Free Workplace Act, the Village of Bloomingdale has implemented this Substance Abuse Policy, Program and Procedures.

Substance abuse by Village employees creates an unacceptably dangerous work environment, results in unproductive work days and sick leave abuse, and generally creates a risk to the safety and well-being of all employees and the citizens we serve. The Village also believes that the citizens of our community are entitled to expect that the employees who serve them obey the law, are reasonably fit and healthy, and are free from the effects of substance abuse.

The Village of Bloomingdale hereby establishes the following Policy regarding substance abuse including screening and treatment programs applicable to all employees and potential employees of the Village, in addition to all Commercial Driver's License (CDL) drug and alcohol testing policy requirements.

II. Definitions

- A. Adulterated Specimen:** A specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at such a concentration that it is not consistent with human urine.
- B. Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
- C. Alcohol use:** The ingesting, inhaling, or injecting of any beverage, liquid mixture, or preparation (including any medication) containing alcohol.
- D. Alcohol concentration (or content):** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

- E. **Canceled Test:** A drug or alcohol test that has a problem or cannot be considered valid. A canceled test is neither a positive nor a negative test.
- F. **Controlled Substances:** A controlled substance is defined as any drug or chemical substance whose use, possession, manufacture, or distribution is prohibited by federal or state law. The Village will test for the drug and drug metabolites included in the following drug classes:
 - 1. Marijuana
 - 2. Cocaine
 - 3. Opiates
 - 4. Amphetamines
 - 5. Phencyclidine (PCP)
- G. **Dilute Specimen:** A specimen with creatinine and specific gravity values that are lower than expected for human urine.
- H. **Drugs:** Any drug not legally obtainable (including controlled substances), and/or, if legally obtainable, was not legally obtained, nor used for prescribed purposes, nor taken according to prescribed or manufacturer dosages or directions.
- I. **Drug Policy Coordinator (DPC):** The individual assigned to administer this Policy. The DPC is the Village Human Resources Director.
- J. **Employee:** All Village employees in addition to all employees of a grantee/contractor (with 25 or more employees) that are directly engaged in the specific performance of work pursuant to a federal grant in excess of \$25,000 or State of Illinois grant in excess of \$5,000.
- K. **Employee Assistance Program (EAP):** An independent third party service provider selected by the Village that assists and coordinates counseling and treatment with the Substance Abuse Professional (SAP) and DPC.
- L. **Medical Review Officer (MRO):** A licensed physician with knowledge of substance abuse disorders who is designated by the Village to receive and interpret laboratory test results. The MRO shall have the appropriate medical training to interpret and evaluate test results.
- M. **Split Specimen:** In drug testing, a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation.
- N. **Substance Abuse:** Use or misuse of illicit drugs, unauthorized prescription drugs, alcohol or controlled substances.
- O. **Substance Abuse Professional (SAP):** A licensed substance abuse counselor assigned to the employee's case by the Village, to maintain contact with the employee, their treatment provider, and the Village.

- P. **Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine.
- Q. **Workplace:** Village workplaces include Village property, including parking lots and driveways, any worksite throughout the Village, Village-owned vehicles, and any private vehicles parked on Village premises. Any employee using a Village vehicle is considered to be in the workplace for the purpose of this Policy.

III. **Drug and Alcohol Free Workplace**

- A. This Policy is issued pursuant to the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, and applicable federal and state laws and regulations.
- B. Employees may not unlawfully manufacture, distribute, dispense, possess or use illicit drugs, unauthorized prescription drugs, alcohol or controlled substances on the premises of any Village workplace. An employee may not report for duty or remain on duty if he/she is under the influence of or impaired by substance abuse. The Village will follow the Collective Bargaining Agreement and this Substance Abuse Policy in terms of disciplining an employee who is in violation of the Substance Abuse Policy.
- C. An employee who has been prescribed drugs or is taking over-the-counter medication should consult with his/her doctor or pharmacist about the medication's effect on the employee's ability to perform his/her job safely, and should immediately disclose to his/her supervisor any medication-related work restrictions. The employee need not disclose the underlying medical condition or medication but must disclose job-related restrictions. More information about medication is found in Section VII C. Prescribed and Over the Counter Medication.
- D. **Notice of Workplace Convictions:** Any Village employee who is convicted of violating in the workplace any federal or state criminal drug or alcohol statutes or local ordinances must notify the Human Resources Director within five (5) days of such conviction. For purposes of this notice requirement, a conviction includes:
 - 1. a finding of guilty
 - 2. a no-contest plea
 - 3. and/or imposition of an entrance by a judicial body or any violation of criminal statute involving the unlawful manufacture, distribution, dispensation, possession or use of drugs or alcohol.

Employees who voluntarily notify the Village of Bloomingdale of any such conviction may be subject to discipline, up to and including dismissal, depending on the severity of the conviction. Each case will be reviewed by the Department Director, the Human Resources Director, and the Village Administrator.

Employees who do not voluntarily notify the Village of Bloomingdale of any such convictions will be subject to discipline up to and including dismissal.

Pursuant to the Drug-Free Workplace Act, the Village will notify the appropriate federal or state agency within ten (10) days after receiving such notice from an employee or otherwise receiving notice of such a conviction.

IV. Notifications

- A. Non-Discrimination:** The Village of Bloomingdale does not discriminate against employees or applicants who are qualified individuals with a disability who are not currently engaged in substance abuse and who do not otherwise violate the provisions of this Policy, including but not limited to individuals who: 1) have successfully completed or who are currently participating in a supervised rehabilitation program and are no longer engaging in such use; or 2) have otherwise been rehabilitated successfully and are no longer engaging in such use.
- B. Laws & Regulations:** The Village of Bloomingdale and its employees will comply with all relevant federal and state laws, local ordinances and regulations as they relate to this Policy.

It is understood that the Illinois Fraternal Order of Police Labor Council, Labor Council or employee covered under this Agreement are not waiving their legal rights which may otherwise exist under the Collective Bargaining Agreement, or applicable regulation or act, to challenge such actions taken by the Village of Bloomingdale pursuant to local ordinances and regulations as they relate to this Policy.

V. Implementation

The Village of Bloomingdale's Substance Abuse Policy is effective as of the date it has been communicated, distributed, and explained to its workforce as demonstrated by a signed Village of Bloomingdale Acknowledgement of Receipt of Substance Abuse Policy.

VI. Mandatory Testing

- A. Post Offer:** Post offer drug testing will be done on all prospective employees of the Village of Bloomingdale in accordance with the Americans with Disabilities Act (ADA). All drug screens will be scheduled after an offer of employment has been made, but prior to the start date. Applicants testing positive (without sufficient medical reason) will not be employed.
- B. Return to Duty:** Before an employee who has engaged in any conduct prohibited by this Policy will be allowed to return to duty, he/she will be required to undergo return-to-duty substance abuse tests.

- C. Post Accident:**¹ Any employee involved in an accident while operating a vehicle owned by the Village will be required to submit to substance abuse tests as soon as practicable following the incident, if
1. The employee received a citation for a moving traffic violation arising from the accident, and if the accident involves:
 - a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - b) One or more motor vehicles incur disabling damage² as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.
- D. Other Accidents:**¹ When a Village employee is involved in an on-the-job accident or injury that does not involve immediate medical transport for the employee or another person, a supervisor may conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the employee's appearance and behavior. Substance abuse testing may be required where there is reasonable suspicion that an error or mistake due to substance abuse by the Village employee caused the accident or injury, or where there is reasonable suspicion that the employee's substance abuse may have contributed to the incident.
- E. Reasonable Suspicion:**
1. Whenever the Village of Bloomingdale has reasonable suspicion to believe that an employee has engaged in prohibited conduct in violation of Village policy, the employee must submit to a substance abuse test. Any such suspicion must be based upon specific, contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee (see Appendix F-C), which may include indications of the chronic and withdrawal effects of substance abuse.

1 The procedures in Sections VI. C and D do not require an employee to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Employees are strictly prohibited from using alcohol for eight hours following an accident, or until the post-accident testing requirements are carried out, whichever occurs first.

Failure or refusal to follow these instructions, including the use of alcohol prior to the required post-accident alcohol test, will be considered a refusal to submit to a test and result in discipline up to and including dismissal.

2 "*Disabling damage*," means damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven. "*Disabling damage*" does not include:

- a. Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
- b. Tire disablement without other damage even if no spare tire is available.
- c. Headlight or taillight damage.
- d. Damage to turn signals, horn, or windshield wipers, which make them inoperative.

An employee shall be permitted to consult with a representative of the Illinois Fraternal Order of Police Labor Council or the Labor Council prior to being tested so long as it does not delay or interfere with the timeliness of the ordered test.

2. These observations will only be made by a supervisor or Village of Bloomingdale official who has received appropriate training and will be documented in writing by that individual. If reasonably and readily available, a second trained supervisor or Village official will be asked to confirm the initial supervisor's or official's observations of reasonable suspicion. The Supervisory Report Form in Appendix F-C will be completed by the end of the supervisor's work shift. Upon request the employee will be given a copy of the completed report form in Appendix F-C.
3. A reasonable suspicion substance abuse test will only be required if the reasonable suspicion observations are made during or just preceding the period of the work day that an employee is required to be in compliance with this Policy. If a substance abuse test for alcohol is not administered within eight hours following the reasonable suspicion determination, the Village of Bloomingdale will no longer attempt to administer said test and will document the reasons for its inability to do so.

Employees are expected to be in compliance with this Policy when using a Village vehicle and a reasonable suspicion substance abuse test may be required at any time that an employee is operating a Village vehicle.

4. Notwithstanding the above testing requirements, an employee may not report for duty or remain on duty if they are under the influence of or impaired by substance abuse, as shown by the behavioral, speech and performance indicators of substance abuse.
5. In any reasonable suspicion testing circumstance, a Village of Bloomingdale representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. If the employee is unfit to drive, the Village of Bloomingdale representative will then arrange for transportation for the individual back to the Village of Bloomingdale's premises or the individual's home. Should the employee be unfit to drive his/her own vehicle home, and the employee takes a taxi, the Village will reimburse the employee for the cost of the cab fare to the employee's home. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Village of Bloomingdale will take appropriate efforts to discourage

him/her from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including dismissal.

- F. Follow-Up:** Any employee who has engaged in prohibited substance abuse related conduct will be subject to unannounced follow-up substance abuse testing as directed by the Substance Abuse Professional, with a minimum of 6 tests within the first 12 months and thereafter up to 12 months after returning to work for drugs and up to 24 months after returning to work for alcohol. Employees who possess a Commercial Driver's License (CDL) are subject to substance abuse follow-up testing for up to 60 months after returning to work.
- G. Refusal to Test:** Any employee who refuses to submit to any substance abuse test required by this Policy will be immediately removed from the work site. Employees will also be subject to discipline up to and including dismissal. For purposes of this Policy, "refusal to submit" to substance abuse test will include:
1. Failing to provide adequate breath or saliva for alcohol testing, without a valid medical explanation after an employee has received notice of a required test;
 2. Failing to provide an adequate urine sample for drug testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a employee has received notice of a required urine test;
 3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection.
 4. Submitting a substituted, diluted, or adulterated specimen.
 5. Failing to report for required testing; or failing to report within a reasonable time after notification to do so.
 6. Failing to remain at the testing site until the testing process is complete.
 7. Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide adequate urine, breathe or saliva specimen. The scope of the medical examination is limited to possible medical reasons for the employee failing or not completing the test.
- H. On Duty Time:** All time spent providing a breath, saliva or urine specimen, including travel time to and from a collection site, in order to submit to a post-accident, reasonable suspicion, and/or follow-up test required under this Policy will be considered "on-duty" time.

VII. Testing Procedures

A. Alcohol

1. **Alcohol Testing Personnel and Equipment:** All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices.
2. **Alcohol Testing Procedures:** After providing photo identification to the BAT or STT, the employee will follow the BAT/STT's instructions and provide a breath or saliva sample for the initial test.
 - a) If the result of the test is less than 0.02 alcohol concentration, the test is considered negative and the process is complete.
 - b) If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted.
 - c) A confirmation test of .04 or greater will be considered a positive alcohol test.
 - d) Any employee requested to submit to an alcohol test required under this Policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be sent home for the rest of his/her work shift without pay and may be subject to discipline. An employee having an alcohol concentration of 0.02 or greater, but less than 0.04, may request to use vacation or personal leave in lieu of being sent home without pay for the rest of the work day.

The Village will comply with the Collective Bargaining Agreement, the Personnel Manual, and applicable laws in offering an employee who may be unable to perform the functions of his/her position on a temporary basis an alternate duty assignment, if available and appropriate. Such alternative duty assignment on a temporary basis is not required to be offered by the Village if in the Village's judgment such work assignment is not available or appropriate.
 - e) More information on consequences associated with violations of this Policy and possible disciplinary action is found under Section XIV (Discipline) of this Policy.
3. **Inability to Provide a Sample:** In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol

test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Village of Bloomingdale representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Village of Bloomingdale. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

B. Controlled Substance Testing

1. **Specimen Collection Procedures:** Controlled substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the Village of Bloomingdale or at an off-site laboratory service center or medical clinic. The employee will be required to present photo identification to the collector at the start of the collection process.
2. Upon completion of urination, the employee will present the specimen to the collector. The collector will check the temperature and physical appearance of the specimen. The collector will divide the urine specimen into the two bottles.
3. If the employee is unable to urinate, or provides an insufficient quantity of urine, the employee will be provided fluids to drink and up to three hours to provide an adequate specimen. If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Village of Bloomingdale, and the Village of Bloomingdale will direct the employee to be evaluated by a Village of Bloomingdale designated physician as soon as practical. If the MRO determines, after review of the physician's findings of the examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test.
4. If the employee refuses to cooperate during the collection process, the collection site person will inform the Village's DPC and document the employee's conduct. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including discharge, independent and regardless of the results of any subsequent drug test.
5. **Laboratory Analysis:** All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA). The

Village shall select a laboratory for testing conducted pursuant to this Policy. The Village reserves the right to select different vendors and providers in the future and will notify employees of the changes.

- a) All specimens will be tested for the drug or drug classes as outlined in this Policy, using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS to eliminate negative specimens from further consideration. Any initial positive test will be subject to confirmation analysis.
- b) Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.
- c) The laboratory will report all test results to the MRO by confidential, secure electronic (not telephone) or hard copy transmission.
- d) Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage for a minimum of one (1) year.

C. Prescribed and Over the Counter Medications

1. Any employee taking medication should consult a medical professional to determine whether the drug may affect his/her personal safety or ability to perform the essential functions of the job and should advise his/her supervisor of any job limitations. Upon notification of job limitations, the Village will make reasonable efforts to accommodate the limitation. The employee may be subject to provisions of the leave of absence policy.
2. Any employee required to submit to a drug test under this Policy will be given the opportunity to list any medication that he/she may be taking or may have recently taken on the back of the employee's copy of the Urine Custody and Control Form provided at the collection site. The employee will then have the opportunity to discuss the use of this medication with the MRO and may be required to identify the physician prescribing the medication and authorize the MRO to discuss the use of the medication with that physician, including its possible side effects and its relationship to

the employee's ability to safely perform the functions of his/her job.

3. In the event it is determined that an employee is taking or is under the influence of a medication that will adversely affect his/her ability to safely perform his/her work functions, and/or poses a significant risk of substantial harm to the employee, coworker or the general public, the employee will be removed from the work site, and/or placed on a medical leave of absence until that threat is acceptably reduced or eliminated.
4. The Village further reserves the right to place any employee taking a medication on a temporary medical leave of absence until the information described above is provided.

VIII. Medical Review Officer

- A. All test results will be reported by the laboratory to an MRO. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The Village of Bloomingdale will designate an MRO for its controlled substance testing program. The MRO shall have the appropriate medical training to interpret and evaluate an employee's test results together with the employee's medical background and other relevant medical information provided by the employee in relation to the test.
- B. Prior to making a final test result for a positive, adulterated, diluted or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact the Village's DPC, who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the Village of Bloomingdale is unable to contact the employee, the Village of Bloomingdale will place the employee on the appropriate type of leave of absence.
- C. The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:
 1. If the individual expressly declines the opportunity to discuss the test;
 2. If the designated Village representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or
 3. If neither the MRO nor employer has successfully contacted the employee after 10 calendar days of reasonable effort.

- D. In the test result verification process for a positive, adulterated, diluted or substituted result, the MRO may require that the employee submit to a medical examination by a Village of Bloomingdale designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test. The scope of the medical examination is limited to possible medical reasons for the employee failing or not completing the test.
1. If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.
 2. If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated, diluted or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.
 3. If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test. If the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the Village of Bloomingdale that another specimen must immediately be collected under direct observation.
 4. If the MRO reports a negative dilute specimen the Village of Bloomingdale may require the individual to undergo another drug test. If the second test is also reported as negative dilute, that result will be the test of record.
 5. The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:
 - a) The MRO will disclose such information to the Village of Bloomingdale, if in the MRO's reasonable medical judgment; the information indicates that continued performance by the employee could pose a significant safety risk.
 - b) Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

6. The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS certified laboratory for analysis. The split specimen testing will be at the employee's expense.
7. If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.
8. If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the employer and the employee. If the split specimen is unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the Village of Bloomingdale that another specimen must be immediately recollected under direct observation.

IX. Payment for Drug & Alcohol Testing

- A. Payment for drug and alcohol tests shall be made in accordance with the following table. By test expense what is meant is the cost of the actual test and not other costs associated with taking the test.

Testing Circumstance	Test Expense	
	Employer	Employee
Post-Offer	X	
Post Accident	X	
Reasonable Suspicion	X	
Return to Duty		X
Follow-up (Mandatory or Voluntary)		X
Retest/split Sample		X

X. Referral and Treatment

- A. Mandatory Referral:** Employees with a first confirmed positive drug and/or alcohol test screen may be referred by the Village for diagnosis and possible treatment, as a condition of continued employment, in accordance with Section XIV Discipline, except:
1. where the violation involves the sale or possession of drugs;
 2. where the employee is observed using or consuming alcohol or drugs at work;
 3. the violation involves a probationary employee;
 4. for a second or subsequent violation.
- B. Voluntary Treatment and Counseling:** An employee may desire to come forward on a self-initiated basis to seek help for an alcohol or drug abuse problem and to voluntarily resolve that problem. Employees may contact the Drug Policy Coordinator (Human Resources Director) in such instances. Employees are encouraged to do so before they are found in violation of this Policy. Voluntary requests for help will be kept confidential. Any employee voluntarily seeking assistance for a problem involving illegal drug use or alcohol abuse may avail himself or herself of this help once during their employment tenure. The employee will not be subject to disciplinary action for voluntarily coming forward for help although the employee is subject to follow-up alcohol and/or drug testing as determined by the Village's SAP. Future follow-up tests for a voluntary admission are subject to disciplinary action up to and including dismissal, even for the first offense. However, an employee will not escape discipline by requesting such assistance after being requested to take an alcohol and/or drug test or violating Village policies and rules of conduct. In addition, once an employee has violated Village policies and rules of conduct, compliance with a prescribed treatment does not guarantee an employee a right of reemployment.
- C. Reasonable Accommodation:** The Village of Bloomingdale is committed to providing reasonable accommodation to those employees with diagnosed alcohol or drug dependencies, as required by applicable federal and/or state law, provided such dependencies do not constitute threats to property or safety and further provided that the employee has not committed a terminable offense.
- D. Treatment Expenses:** The employee must pay all of the expenses associated with his or her evaluation, counseling, and treatment (for mandatory referral or voluntary treatment and counseling) to the extent that they are not covered by the Village's Employee Assistance Program (EAP) or the employee's or spouse's insurance plan. In addition, if an employee continues working while seeking assistance under the treatment

program, the employee must meet all established standards of conduct and job performance set forth by the Village.

E. Evaluation, Development of Treatment Plan and Reassignment

1. An evaluation of the employee will be made at the designated treatment facility and a treatment plan may be developed, where necessary, based on the recommendations of the treatment professionals. Such treatment plan may include referral to an outside treatment facility or program. As part of the evaluation, the evaluating treatment professionals, in consultation with the Village's SAP and DPC, may request an employee be reassigned to a different position or to different job duties, or to take a leave of absence for a reasonable period of time. Reassignment may also be limited or denied at the discretion of Village Administrator in consultation with the Department Director and DPC in view of the Village's operating requirements.
2. The SAP assigned to an employee's case will ordinarily maintain contact with the employee, the treatment provider and the Village's DPC to monitor progress. In cases where treatment participation is a condition of continued employment, the employee will be required to cooperate in and comply with all aspects of the treatment program (including referrals for additional treatment), undergo unannounced periodic drug and/or alcohol testing, successfully complete all aspects of prescribed treatment and remain free of drug and alcohol use, and sign a return to work agreement setting forth the terms and conditions of continued employment. Information provided by the SAP to the Village's DPC will be limited to test results, whether the employee is following the prescribed treatment program, and the employee's ability to return to duty.

Nothing in the Policy prohibits employees from consulting with their own physicians in addition at their own expense and presenting information in a conference or to the Medical Review Officer (MRO) for consideration.

3. Failure to comply with the conditions of continued employment in the return to work agreement shall be deemed a breach of the conditions in the return to work agreement and cause for dismissal. Moreover, confirmed positive test results from a periodic drug and/or alcohol screen during treatment will be cause for dismissal. The employee shall cooperate fully in the completion of all phases of testing and rehabilitation.
4. If an employee disagrees with the Village's SAP's recommendations they are to consult with the Village's DPC, who will confer with the Village's MRO. The employee will have the opportunity to participate in this conference. Once the matter has

been reviewed, the joint decision of the DPC and the MRO will be final.

5. The medical determination of whether an employee is fit to return to full duty will be made by the Village's MRO.

XI. Workplace Search

- A.** The Village of Bloomingdale may, upon reasonable suspicion of the use/possession by an employee of drugs and/or alcohol, conduct a search of an employee's work area, including but not limited to, the employee's locker, desk, and Village vehicle. The Village reserves the right to search personal property belonging to its employees, such as but not limited to, lunch boxes or bags, backpacks, or briefcases if such property is brought onto Village premises or into Village vehicles. Searches of the persons of employees, including articles of clothing while being worn by employees, are prohibited.

The Village will lawfully conduct any searches that may be deemed necessary. Employees are put on notice that the Village will conduct searches and inspections consistent with the law and that includes personal belongings brought onto the Employer's premises.

- B.** All employees are expected to consent to such searches as a precondition of employment and as a condition of continued employment. Refusal to permit such a search is ground for disciplinary action up to and including dismissal.
- C.** If drug paraphernalia or suspicious substances are found, the Village of Bloomingdale may contact local law enforcement for assistance. The items in question will be guarded or seized, a receipt provided to the employee, and held securely until law enforcement officials arrive.

XII. Confidentiality and Recordkeeping

- A. Confidentiality:** The Village of Bloomingdale will maintain all records generated under this Policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this Policy and/or any other information generated pursuant to this Policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal or state regulation or law. In addition, the Village of Bloomingdale's contract with its designated service agents requires them to maintain all employee test records in confidence. However, the Village of Bloomingdale may disclose information required to be maintained under this Policy to the employee, the employer or the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this Policy, or from the employer's

determination that the employee engaged in conduct prohibited by this Policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee.)

- B. **Access to Facilities and Records:** Upon written request by any covered employee, the Village of Bloomingdale will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests.

XIII. Employee Assistance Program – Employee Education – Supervisor Training

- A. **Employee Assistance Program:** The Employee Assistance Program (EAP) of the Village of Bloomingdale is available to employees who desire to seek help for a substance abuse problem. Contact with the EAP can be made directly or through a referral. Information on how to contact the EAP, some area treatment programs, and support groups is found in Appendix D.
- B. **Employee Education:** The Village's DPC will provide employees subject to this policy with a copy of this Policy, along with educational materials concerning the effects of substance abuse.
- C. **Supervisory Training:** Any supervisory or managerial employee who is designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this Policy will be required to receive training on substance abuse. This training will cover the physical, behavioral, speech and performance indicators of probable substance abuse.

XIV. Discipline

The Village expects that employees, uniformed and non-uniformed, will present a professional image at all times when performing job tasks. Employees shall conduct themselves in a manner to bring credit to the Village and to the public service it performs. An employee may not report for duty or remain on duty if he/she is under the influence of or impaired by substance abuse. Employees who violate this Substance Abuse Policy are subject to discipline up to and including dismissal.

A. Employee Conduct

- 1. **On Duty:** Any employee found to use, sell, possess or distribute any illegal or unauthorized drugs while on the premises of a Village workplace, performing Village-related duties, or while operating any Village equipment, is subject to disciplinary action, up to and including dismissal. Possession or use of alcohol on the premises of any Village workplace, except in connection with Village-authorized events, is prohibited. The moderate use of alcohol at Village approved meetings, with business meals, travel,

entertainment, or in an appropriate social setting, is not prohibited by this Policy. Any employee using a Village vehicle is considered to be in the workplace for the purpose of this Policy and may not be under the influence of or impaired by substance abuse while operating a Village vehicle.

2. **Off Duty:** Off-the-job illegal drug use which could adversely affect an employee's job performance or which could jeopardize the safety of others, the public, or Village equipment, is proper cause for administrative or disciplinary action up to and including dismissal.

Employees who are convicted of off-the-job drug activity may be considered to be in violation of this Policy. In deciding what action to take, the Village will take into consideration the nature of the offense, the employee's present job assignment, the employee's record with the Village and other factors relating to the impact and circumstances of the employee's conviction.

- B. **First Positive Test Results:** Where the employee tests positive on both the initial and confirmatory tests for drugs or alcohol, the employee shall be subject to disciplinary action which can include dismissal, even for the first offense, or be required to complete a drug/alcohol rehabilitative treatment program as a condition of continued employment. However, when the employee is taking prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the employee has notified the Village of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested breath, saliva, or urine specimen, a positive test result consistent with the ingredients of such medication may not constitute cause for discipline. (The Village may require an employee to provide evidence that any prescription medication has been lawfully prescribed by a physician, as well as confirmation from a physician that it is safe for the employee to perform his/her duties. If, in order to provide the required evidence, the employee schedules a physician's appointment during the employee's regular work day, the employee may be permitted to use accrued benefit time off consistent with the Collective Bargaining Agreement to attend the appointment.
- C. **Second Offense:** The Village will dismiss an employee with a second confirmed positive drug and/or alcohol screen arising from a second separate incident or from violation of the employee's treatment, conditions, or following completion of the treatment process. This action will be taken whether or not the employee has been or is currently in treatment.
- D. **Refusal to Provide a Breath, Saliva or Urine Specimen:** In the event an employee refuses to complete and sign the breath alcohol testing form, or

complete paperwork for urine test, refuses to provide a breath or saliva sample, an adequate amount of breath, or urine sample, or otherwise fails to cooperate with the collection process in a way that prevents the completion of the test, the BAT or other technician will record such conduct in the "remarks" section of the form, terminate the testing process and promptly notify the Village. Any such conduct will constitute a refusal to test. A refusal to test shall constitute disciplinary action, which can include dismissal of the employee who engages in such activity, even for the first offense.

- E. **Tampering With or Substitution of a Specimen:** Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine specimen, whether the employee's own specimen or another employee's specimen, shall constitute cause for disciplinary action which can include dismissal of the employee who engages in such activity, even for the first offense.
- F. **Disciplinary Action:** If discipline is imposed, the degree of discipline may be based on the circumstances surrounding the violation of this Policy, the employee's work history and current performance levels, past violations of employment policies, length of service, and an overall review of the employee's work records. The Village reserves the right to impose discipline it deems appropriate to maintain a substance abuse free workplace. Discipline shall be imposed consistent with the Village's Employee Personnel Manual and any applicable collective bargaining agreement.
- G. **Disciplinary Appeal Process:** Any employee being suspended, dismissed or otherwise disciplined under this policy may file a grievance pursuant to the applicable procedure in the personnel policy or collective bargaining agreement. An employee, the Labor Council or the Illinois Fraternal Order of Police Labor Council may file a grievance against the Village pursuant to Article 9 of the Agreement involving an alleged violation or misapplication of an express provision of the Substance Abuse Policy found in Appendix F.

APPENDIX F- A

**VILLAGE OF BLOOMINGDALE
SUBSTANCE ABUSE POLICY, PROGRAM AND PROCEDURES
ACKNOWLEDGEMENT FORM**

I hereby acknowledge that I have received a copy of the Village of Bloomingdale's Substance Abuse Policy, Program and Procedures per the current Policy dated November 14, 2006 and that I have read and fully understand its contents. I understand I may be subjected to substance abuse testing and that I may be disciplined up to and including dismissal for substance abuse which affects my ability to perform my job safely and effectively.

I further understand that the Village offers voluntary and confidential referrals to substance abuse treatment programs through its Employee Assistance Program (EAP).

PRINT NAME: _____
Employee

SIGNATURE: _____
Employee

DATE: _____

APPENDIX F- B

**VILLAGE OF BLOOMINGDALE
CONSENT FORM FOR
SUBSTANCE ABUSE SCREENING**

NAME _____
(Print)

ADDRESS _____
(Street)

(City) (State) (Zip Code)

I freely consent to tests of my breath, saliva or urine to determine the presence of alcohol, drugs or their metabolites in my system per the Substance Abuse Policy. I also consent to the release of test results, whether I am following the prescribed treatment program, and my ability to return to duty to the Village of Bloomingdale's DPC consistent with its Substance Abuse Policy, Program and Procedures. Other relevant information may be released to the Village of Bloomingdale's DPC with my further written consent.

AGREED: _____ REFUSED: _____
Signature Signature

DATE: _____

Reason for Refusal:

Witness Name (Print): _____

Witness Signature: _____ Date: _____

APPENDIX F- C

**VILLAGE OF BLOOMINGDALE
SUPERVISOR'S OBSERVATION REPORT FORM FOR
REASONABLE SUSPICION/POST ACCIDENT TESTS
(Page 1)**

Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed by the end of the supervisor's work shift.

Employee's Name: _____

Date and Time of Incident: _____

Location of Incident: _____

Describe the Incident in Detail: _____

OBSERVATIONS

- Breath/Odor: () Alcohol Smell () Drug Smell () Strong () Moderate () Faint () None
- Eyes: () Bloodshot () Glassy () Normal () Watery () Other _____
() Heavy Eyelids () Fixed Pupils () Dilated Pupils () Clear
- Speech: () Confused () Stuttered () Thick-Tongued () Mumbled
() Fair () Slurred () Good () Not Understandable
() Other _____
- Attitude: () Excited () Combative () Mood Changes () Indifferent () Talkative
() Insulting () Care-Free () Nervous () Sleepy () Cooperative
() Profane () Polite () Unusually Quiet () Disoriented () Other _____
- Unusual Action: () Hiccoughing () Belching () Vomiting () Fighting () Crying
() Laughing () Hearing Things () Seeing Things () Blackouts () Other _____
- Balance: () Needs Support () Falling () Poor Coordination () Swaying () Other _____
- Walking: () Falling () Staggering () Stumbling () Swaying () Other _____
- Turning: () Falling () Staggering () Stumbling () Swaying () Hesitant
() Other _____
- Appearance: () Altered () Flushed Face () Blank Stare () Disheveled Clothing
() Tremors/Shakes () Needle Marks () Other _____

APPENDIX F- C

**VILLAGE OF BLOOMINGDALE
SUPERVISOR'S OBSERVATION REPORT FORM FOR
REASONABLE SUSPICION/POST ACCIDENT TESTS
(Page 2)**

Employee's Name: _____

Indicate any other unusual actions, statements or observations: _____

Signs of complaints of illness or injury: _____

Safety-sensitive function: () Yes () No Describe: _____

List Witnesses to Incident:

Additional Comments:

(Use additional pages if needed)

Supervisor's Name (Print): _____

Supervisor's Signature: _____ Date: _____

Witness' Name (Print): _____

Witness' Signature: _____ Date: _____

APPENDIX F- D

VILLAGE OF BLOOMINGDALE Contact List for EAP, Local Area Treatment Programs, Support Groups

Employee Assistance Program (EAP)
Central DuPage Hospital 630-653-4218
27W350 Highlake Road
Winfield, Illinois 60190

Alexian Brothers
Behavioral Health Hospital 800-432-5005
1650 Moon Lake Blvd.
Hoffman Estates, IL 60194

Elmhurst Memorial Healthcare
Behavioral Health Services 630-941-4577
183 North York Rd.
Elmhurst, IL 60185

Adventist Glen Oaks Hospital 630-545-6160
701 Winthrop Ave.
Glendale Heights, IL 60139

Rush Behavioral
Health Center – DuPage 312-942-4000
The Esplanade, 2001 Butterfield Rd
Suite 320
Downers Grove, IL 60515

Streamwood Behavioral
Health Center 800-272-7790
630-837-9000
1400 E. Irving Park Rd.
Streamwood, IL 60107

The Center for Mental Health of
Good Samaritan Hospital 630-275-6000
3815 S. Highland Ave.
Downers Grove, IL 60515

Alcoholics Anonymous
www.chicagoaa.org
312-346-1475 (Chicago), 630-653-6556 (Glen Ellyn),
630-830-6091 (Bartlett), 847-695-9123 (Elgin)
Meetings held nightly throughout the Chicago area

Narcotics Anonymous
www.chicagona.org
708-848-4884
Meetings held nightly throughout the Chicago area