

**THE VILLAGE OF BLOOMINGDALE  
DUPAGE COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2019-R-13**

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**A RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF BLOOMINGDALE AND  
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
FOR AND ON BEHALF OF CERTAIN FULL TIME SWORN PEACE OFFICERS  
BELOW THE RANK OF SERGEANT IN THE  
POLICE DEPARTMENT OF THE VILLAGE OF BLOOMINGDALE**

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Franco A. Coladipietro, Village President  
Jane E. Michelotti, Village Clerk

Vince Ackerman  
William Belmonte  
Bill Bolen  
Frank Bucaro  
Patrick Shannon  
Judi Von Huben

Village Board

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Published in pamphlet form by authority of the  
President and the Board of Trustees of the Village of Bloomingdale  
on this the 25<sup>th</sup> day of March, 2019

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**WHEREAS**, the Village of Bloomingdale, DuPage County, Illinois (the "Village ") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village, and the Illinois Fraternal Order of Police Labor Council (Union) representing full time Sworn Peace Officers below the rank of Sergeant in the Police Department, have negotiated a revised labor agreement (the "Agreement") pursuant to the provisions contained within the Illinois Compiled Statutes and the Village's home rule ordinances; and

**WHEREAS**, the Village Administrator and other Village personnel have actively participated in the negotiating and drafting of the Agreement, and the Village Board is desirous of approving the Agreement as presented.

**NOW, THEREFORE**, be it resolved by the Village Board of Trustees of the Village of Bloomingdale, DuPage County, Illinois in exercise of its home rule powers and the authority granted to it under Paragraph 11-61-1 of the Illinois Municipal Code, and 735 ILCS 5/7-103, as follows:

**SECTION 1:** The Village Board of Trustees hereby finds that all of the recitals hereinbefore stated as contained in the preamble to the Resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

**SECTION 2:** The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

**SECTION 3:** That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

**SECTION 4:** All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of the conflict.

**SECTION 5:** The Board of Trustees hereby makes the determination that approving the Agreement with the Union is in the best interest of the Village, and the Board of Trustees hereby

authorizes the Village President and the Village Clerk to sign and attest to the Agreement in substantially the form attached hereto and made a part of this Resolution as Exhibit "A".

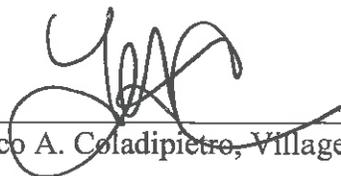
**SECTION 6:** The obligations of the Village are strictly limited to those set forth within the Agreement, provided that the Village's obligations cannot be expanded without specific authorization by the Village Board of Trustees.

**SECTION 7:** That this Resolution shall be in full force and effect from and after its passage and approval according to law.

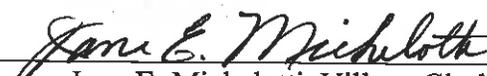
**DECIDED** pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Vincent Ackerman	X			X
William Belmonte	X			X
Bill Bolen	X			X
Frank Bucaro			X	
Patrick Shannon			X	
Judi Von Huben	X			X
Franco Coladipietro (if necessary)				X
TOTAL	4	0	2	5

**PASSED AND APPROVED** by the Village of Bloomingdale Board of Trustees on the 25<sup>th</sup> day of March, 2019.

  
\_\_\_\_\_  
Franco A. Coladipietro, Village President

ATTEST:

  
\_\_\_\_\_  
Jane E. Michelotti, Village Clerk

# **ILLINOIS FOP LABOR COUNCIL**

**(FRATERNAL ORDER OF POLICE LODGE #175)**

---

and

## **VILLAGE OF BLOOMINGDALE**



**Full-Time Sworn Peace Officers  
below the rank of Sergeant**

**September 1, 2018 – August 31, 2022**

**Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911**



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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, FRATERNAL ORDER OF POLICE LODGE NO. 175 of Bloomingdale, Illinois (hereinafter referred to as the "Lodge").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Lodge/Council 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 Lodge/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 Village recognizes the Lodge/Council as the sole and exclusive collective bargaining representative for all full-time sworn officers (hereinafter referred to as "officers" or "employees"), below the rank of sergeant, but excluding ALL OFFICERS HOLDING THE TITLES OF SERGEANT, LIEUTENANT, WATCH COMMANDER AND ALL OTHER SUPERVISORY EMPLOYEES AND ALL CIVILIAN PERSONNEL WITHIN THE POLICE DEPARTMENT and any other excluded by the Illinois Public Labor Relations Act.

### Section 2.2. Lodge Officers.

For purposes of this Agreement, the term "Lodge Officers" shall refer to the Lodge's duly elected President, Vice President, Secretary and Treasurer.

### Section 2.3. Gender.

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

### Section 2.4. Seniority.

Seniority for the purpose of this Agreement shall be defined as an officer's length of continuous full-time service with the Village since the officer's last date of hire. Seniority shall not include periods of unpaid leave time unless otherwise mandated by law.

### Section 2.5. Seniority List.

The Employer shall prepare a list setting forth the present seniority dates for all officers 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.

### **ARTICLE 3 NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Lodge/Council shall unlawfully discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, disability, national origin, or Lodge membership. Other than Lodge 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 Lodge membership shall not be subject to arbitration under this Agreement.

### **ARTICLE 4 DUES DEDUCTION**

#### **Section 4.1. Dues Deduction.**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union/Lodge 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 Lodge member may revoke the officer's dues checkoff by written notice to the Village at any time upon thirty (30) days' notice. The Labor 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 Labor Council pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees. The Labor 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 Labor 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 dues deduction.

#### **Section 4.2. Maintenance of Membership Optional.**

There is no obligation that a current member of the bargaining unit retains membership in the Union for the term of this Agreement.

### **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; 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; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); 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 civil emergency as may be declared by the Mayor or 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 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 Lodge/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 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 Lodge 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 Lodge/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 Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge/Labor Council.

### **Section 6.3. Judicial Restraint.**

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

### **Section 6.4. Discipline of Strikers.**

Any officer who violates the provisions of Section 6.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in any action prohibited by Section 6.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

## **ARTICLE 7 RESOLUTION OF IMPASSE**

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

## **ARTICLE 8 BILL OF RIGHTS**

### **Section 8.1. Definitions.**

For the purposes of this Article, unless clearly required otherwise, the terms defined in this Article have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, (720 ILCS 5/2-13), as now or hereafter amended, who is employed by any unit of local government, including supervisory, and command personnel. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a command officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking the officer's removal, discharge or suspension in excess of three (3) days. Further, invocation of the protections of this Bill of Rights shall only occur when an officer is involved in or the subject of a formal investigation.

(d) "Interrogation" means the verbal or written questioning (this does not include normal police reports) of an officer pursuant to the formal investigation procedures of the respective local governmental unit in connection with an alleged violation of such unit's rules which may be the basis for filing charges seeking the officer's suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry, or (2) relating to minor infraction of agency rules which may be noted on the officer's record, but which may not in themselves result in removal, discharge or suspension in excess of three (3) days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal or discharge of an officer.

### **Section 8.2. Conduct of Disciplinary Investigation.**

When a law enforcement officer is under formal investigation and subjected to interrogation by the Bloomingdale Police Department for any reason which could lead to a suspension in excess of three (3) days, demotion, removal or discharge, the investigation or interrogation shall be conducted under the following conditions:

(a) The interrogation shall take place in the facility to which the investigating officer is assigned, or in the police facility, which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

An alternative location for the interrogation can be selected if mutually agreed upon by the investigating officer and the accused officer.

(b) No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation.

(c) All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(d) The officer being interrogated shall be informed of the name, rank, and unit or command of the person in charge of the formal investigation, the interrogators, and all persons present during any interrogation except at a public administrative proceeding.

(e) Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

(f) The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language.

(g) A complete record of any interrogation (including recess periods) shall be made, and a complete transcript or tape-recorded copy of this interrogation shall be made available to the officer under investigation or the officer's counsel upon request, without charge and without undue delay. Such record may be electronically recorded. The tape may be destroyed thirty (30) days after disposition of the administrative hearing or, in such cases where there is no administrative hearing, thirty-one (31) days from the date of the administration of discipline.

(h) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that the officer has the right to counsel of the officer's choosing who may be present to advise the officer at any stage of the interrogation.

(i) The officer under investigation shall have the right to be represented by counsel of the officer's choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity is provided the officer to obtain counsel.

(j) In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action.

**Section 8.3. Private Information Disclosure.**

No bargaining unit member shall be required or requested to disclose any item of the officer's property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of the officer's family or household) except as such disclosure may relate to or concern secondary employment, an officer's personal weapons, or obligation of public officials to make financial disclosures, unless such information is necessary in investigation of the performance of the officer's official duties or unless such disclosure is required by applicable law.

**Section 8.4. Procedures.**

If the investigation or interrogation of a law enforcement officer 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 law enforcement agency shall follow the procedures set forth in accordance with this Agreement. During an investigation or pending the outcome of the administrative process or pending the outcome of a criminal trial, the officer may be relieved of duty and shall receive all ordinary pay and benefits (until such time as formal charges filed by the Employer are decided and implemented by the Employer) as the officer would have if the officer were not charged, except that nothing in this section shall be construed to limit the Employer's authority to suspend an officer without pay or terminate the officer without pay in accordance with this Agreement.

**Section 8.5. Photo Release.**

In cases of any alleged criminal offense by an officer, no photo of such officer 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.

**Section 8.6. Right to Representation.**

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

**ARTICLE 9 GRIEVANCE PROCEDURE**

**Section 9.1. Definition.**

A "grievance" is defined as a dispute or difference of opinion raised by an officer, or the Labor Council, against the Village involving an alleged violation or misapplication of an express provision of this Agreement. A dispute or difference of opinion concerning the imposition of discipline shall not be subject to the jurisdiction of the Village of Bloomingdale Fire and Police Commission but instead may be filed as a grievance under this Article of the Agreement.

Any aggrieved employee shall have the right to file a grievance on the officer's own behalf. The Labor Council may file grievances only when the subject matter of the grievance directly affects more than two (2) members 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. Verbal and written reprimands as well as suspensions up to and including five (5) days are subject only to the grievance procedure provided up to Step 4 and shall not be brought to Step 5 (Arbitration) of the grievance procedure. Suspensions more than five (5) days up to and including discharge from employment may be subject to the grievance procedure up to and including Step 5 (Arbitration). Discipline (including reprimands and suspensions up to and including thirty (30) working days) may be imposed by the Chief/Director of Public Safety. For suspensions beyond thirty (30) working days and discharges, the Village Administrator has the authority to impose the discipline. The employee will be provided written notice of any discipline or discharge that is imposed. Probationary employees shall not be entitled to utilize the Grievance Procedure (directly or on their behalf) during their probationary term regarding disciplinary action. A business day is defined as Monday through Friday, excluding designated holidays. Discipline (including reprimands and suspensions up to and including thirty (30) working days) may be imposed by the Chief/Director of Public Safety. For suspensions beyond thirty (30) working days and discharges, the Village Administrator has the authority to impose the discipline. The employee will be provided written notice of any discipline or discharge that is imposed. Probationary employees shall not be entitled to utilize the Grievance Procedure (directly or on their behalf) during their probationary term regarding disciplinary action.

#### **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 written response. 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, an extension of time to appeal or written response a grievance may be agreed upon in writing by the parties.

#### **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 police officers' 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 Village shall be processed in the following manner:

**STEP 1:** Any officer who has a grievance or the Labor Council when applicable, shall submit the grievance in writing to the officer's immediate supervisor (i.e. Watch Commander of their shift for patrol officers, Detective Watch Commander for criminal investigators), 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, the relief requested and in the case of a class grievance, a listing of the names known at that time of each member claimed to be entitled to such relief. 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 officer, 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 to the grievant(s) and Labor Council.

STEP 2: If the grievance is not settled at Step 1, the officer, or the Labor Council, when applicable may appeal the grievance to Step 2 of the grievance procedure. The appealed grievance shall be signed by the grievant or Labor Council) and submitted to the Deputy Chief of Police within ten (10) business days after receipt of the Village's written response in Step 1, or within ten (10) business days of the date that such response was due, whichever occurs first. 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 designee shall investigate the grievance and, in the course of such investigation, offer to discuss the grievance within ten (10) business days with the grievant and an authorized Lodge or 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 designee shall provide a written response to the grievant and Labor Council, within ten (10) business days following their meeting.

STEP 3: If the grievance is not settled at Step 2, the Officer or the Labor Council when applicable, may appeal the grievance to Step 3 of the grievance procedure. The appealed grievance shall be in writing and signed by the grievant or the Labor Council and submitted to the Chief of Police/Director of Public Safety within ten (10) business days after receipt of the Village's written response in Step 2 or, within ten (10) business days of the date that such response was due, whichever occurs first. The grievance shall specifically state the basis upon which the grievant or the Labor Council believes the grievance was improperly denied at the previous Step in the grievance procedure. The Chief of Police/Director of Public Safety or 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 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 Chief of Police/Director of Public Safety or designee shall provide a written response to the grievant and the Labor Council, within ten (10) business days following their meeting.

STEP 4: If the grievance is not settled at Step 3, the officer, or Labor Council when applicable, may appeal. The grievance shall be signed by the grievant or Labor Council and submitted in writing to the Village Administrator within ten (10) business days after receipt of the Chief of Police/Director of Public Safety written response in Step 3.

Thereafter, the Village Administrator or designee and the Police Chief/Director of Public Safety or designee or other appropriate individual(s) as desired by the Village Administrator shall meet with the grievant, and the Labor Council Representative, and an outside non-employee representative of the Lodge if desired by the grievant and Labor Council within ten (10) business days. If no agreement is reached, the Village Administrator or designee shall submit a written response to the grievant and Labor Council within ten (10) 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) business days of the Employer's written response in Step 4, or within fifteen (15) business days of the date the Employer's response was due, whichever occurs first. 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 arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such list, each party shall strike a name from the list, until there is one (1) name remaining. The remaining individual shall be the Arbitrator. Order of 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 Arbitrator 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 the 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 to the Arbitrator.
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, and provided however, that each party shall be responsible for compensating its own representatives and witnesses.
7. If the Arbitrator calls for meetings or hearings, and these meetings cannot be held during the normal working hours of the grieved patrol officer, then no additional compensation or overtime payment shall be made by the Employer to either the grieved employee, witnesses or representatives of the Lodge.

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.**

The Lodge and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed upon between no more than three (3) Lodge 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 Village 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 due to reasons of economic necessity or lack of work, employees covered by this Agreement will be laid off in accordance with their length of service with the Village as provided in 65 ILCS 5/10-1-38.1, as amended from time to time during the term of this Agreement. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

### **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, in the inverse order of their layoff, 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 designee of the officer's intention to return to work within seven (7) days after receiving notice of recall. The Village 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 designee with the officer's latest mailing address. If an employee fails to timely respond to a recall notice, the officer's 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 officer shall be open and available for inspection by the affected Employee during the regular business hours, with sufficient advance notice to and approval of the Chief of Police/Director of Public Safety. The right of the officer or the officer's designated representative to inspect the officer's personnel records does not apply to:

- (a) Letters of reference for that employee.
- (b) Any portion of a test document, except that the officer may see a cumulative total test score for either a section of or the entire test document.
- (c) Materials used by the employer for management planning, including but not limited to judgments, external peer review documents or recommendations concerning future salary increases and other wage treatments, management bonus plans, promotions and job assignments or other comments or ratings used for the employer's planning purposes.
- (d) Information of a personal nature about a person other than the employee if disclosure of the information would constitute a clearly unwarranted invasion of the other person's privacy.
- (e) An employer who does not maintain any personnel records.
- (f) Records relevant to any other pending claim between the employer and employee, which may be discovered in a judicial proceeding.
- (g) Investigatory or security records maintained by an employer to investigate criminal conduct by an employee or other activity by the employee which could reasonably be expected to harm the employer's property, operations, or business or could by the employee's activity cause the employer financial liability, unless and until the employer takes adverse personnel action based on information in such records.

### **Section 12.2. Limitation on Use of Material.**

Any information of an adverse nature, which may be contained in any unfounded or exonerated matter, shall not be used against an Employee in any future proceedings.

**Section 12.3. Insertion of Adverse Material.**

If the Employer inserts any adverse material into the personnel file of any officer, then the officer shall be afforded an opportunity to review and receive a copy of said material if such a request is made.

**Section 12.4. Rebuttal Statement.**

The Employer shall provide an opportunity for the employee to respond in writing, to any information in the officer personnel file to which the employee is entitled to access, with which he disagrees. Such response shall become a permanent part of the employee's file. The employee shall be responsible for providing the written response to be included as part of the employee's permanent record/file.

**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 under the provisions provided in Section 207(K) of the Fair Labor Standards Act. All officers shall be scheduled for an eight- (8) hour day including a thirty (30) minute paid meal period. The Village may, for efficiency of operations, change the assigned workday, and/or work period with twenty-four (24) hours' notice (whenever practicable) to the Lodge. The Village may, for individual officers, change the assigned work day in a given work period or change the assigned work hours in an assigned work day with at least thirty-five (35) days' notice; or with less than thirty-five (35) days' notice if mutually agreed upon by the officer and the Chief/Director of Public Safety 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 supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

**Section 13.3. Overtime Payment.**

(a) All officers 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 times the officer's regular rate of pay. In recognition of a paid thirty (30) minute meal period, no compensation shall be paid during the first fifteen-minute period immediately following the end of a shift unless such compensation is approved by the department and thereafter all approved overtime shall be paid on fifteen-minute increments according to Fair Labor Standards Act Rounding Rules. Additionally, no claim for overtime compensation shall be submitted by an officer who does not receive the officer meal period. In the event the Village changes the current pay period specified in Section 13.1 above, such change shall not result in any loss of hours to any officers, provided, however, that if the officer worked less than the amount of hours he would have worked if the working period had not been so changed, the officer shall only be paid the hours the officer would normally have received.

(b) All paid leave time under Article 17 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.

**Section 13.4. Required Overtime.**

The Chief of Police/Director of Public Safety or designee(s) shall have the sole right to determine when and by who overtime work shall be performed, and officers may not refuse overtime assignments, except that unscheduled shift coverage overtime will be offered by seniority, most senior to less senior. If overtime is required and all Officers are unavailable or have declined, the Officer with the least seniority on that shift will be assigned the mandatory overtime.

**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 precede or follow an officer's regular 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, officers 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 officer shall be compensated for a minimum of two (2) hours at one and one-half (1½) times their regular rate of pay.

(c) For purposes of eligibility for the guaranteed minimum under this Section, call backs do not include shift adjustments due to changing manpower requirements, training sessions, situations in which the officer is on the employer's premises, whether on- or off-duty, or incidents which are precipitated by the officer through the officer's error. In keeping with current policy, minor officer errors such as spelling errors would not subject the officer to being recalled back to work to rectify unless the pay minimums described in this Section are applied.

If "called back" for firearms qualifications or firearms training, a minimum of two (2) hours' pay at the appropriate rate shall be given to an officer if the above activity occurs on the officer's regularly scheduled day off. If the above activity is scheduled on the officer's regular work day but does not commence within one (1) hour of an officer starting or ending the officer's work shift, a minimum of one (1) hour's pay at the appropriate rate shall be given to an officer. If the above activity occurs either during an officer's work shift or within one hour prior to or immediately following the officer's work shift, the officer shall only be compensated for the time actually spent on the above.

**Section 13.7. Court Readiness Pay.**

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

**Section 13.8. Court Time.**

In addition, officers required to attend court as ordered by the Chief of Police/ Director of Public Safety or designee outside of their regularly scheduled work hours shall be compensated for a minimum of two (2) hours at one and one-half (1½) times their regular rate of pay. If less than eight (8) hours' notice is given, officers shall be compensated for a minimum of two (2) hours at twice their regular rate of pay.

**Section 13.9. Mandatory Overtime.**

When officers 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 Department administration to have given at least eight (8) hours' notice, the officers shall be compensated for those additional hours at twice their regular rate of pay.

**Section 13.10. Compensatory Time.**

Officers shall be allowed to choose the option of overtime pay or compensatory time at the appropriate rate and using the same criteria. Officers shall be allowed to accumulate up to eighty (80) hours of compensatory time and may be granted time off (in accordance with the approval process) provided said time off does not cause overtime to be paid to another officer.

**ARTICLE 14 INDEMNIFICATION**

The Village will indemnify officers to the full extent of coverage, subject to any limitations, as provided by the general liability insurance currently maintained by the Village.

**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 Lodge Meetings.**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Lodge shall be permitted reasonable time off without pay or with the use of time due to attend general, board or special meetings of the Lodge, 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 Lodge 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 an F.O.P. State or National Conference will, upon written application approved by the Lodge and submitted to the Village 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. Lodge Negotiating Team.**

No more than three (3) members designated as being on the Lodge 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 Lodge representatives shall only be paid for actual negotiation time which shall not include preparation and/or recap time. If a designated Lodge representative is in the officer's regular day-off status on the day of negotiations, he will not be compensated for attending the session. The Lodge 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**

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

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

**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 officers may be granted a leave of absence without pay for a specified period not to exceed one (1) year in ninety (90) day renewable increments as approved by the Village Administrator. During such leave of absence without pay the officer shall retain any accrued benefits but shall not accrue seniority nor be covered under the Village's Health and Life insurance plans unless the employee pays one hundred percent (100%) of all premium costs. In addition, the officer 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 working days after the termination of a leave of absence shall be considered as resignation by the officer.

**Section 17.2. Sick Leave.**

(a) Eligibility - All regular, full-time officers shall be eligible for paid Sick Leave benefits. In no case may Sick Leave be taken in advance of earning the time. An officer may be eligible for sick leave because of the officer's own personal illness, injury, medical appointment, physical incapacity or enforced quarantine of the officer in accordance with health regulations. Effective January 1, 2017 officers may use up to six (6) days (48 hours) of accumulated sick leave per

calendar year to assist and care for immediate family illness, on the same terms upon which the employee is able to use sick leave benefits for the employee's own 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 stepparent.

(b) Accumulation - An officer will accumulate Sick Leave at a rate of one (1) working day per month with a maximum accrual of one hundred-fifty (150) working days of Sick Leave with pay to protect the officer during extended illnesses. Such accrual will commence only after six (6) consecutive months of employment with the Village. An officer shall be entitled to the use of any or all accumulated Sick Leave benefits with pay if and when needed and as authorized. Accumulation of Sick Leave is based on the officer's original date of employment with the Village.

(c) Notification - An officer who is unable to report for work shall report the reason for the officer's absence to the on-duty supervisor at least one (1) hour prior to the regular starting time for that officer. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day. The Village may require evidence supporting the use of Sick Leave, as it sees fit. Absences of three or more consecutive work days, due to illness, requires a qualified licensed health care provider statement certifying that the officer's condition prevented the officer from appearing for work and inhibited the officer's ability to return to work.

(d) Compensation - While on Sick Leave, an officer shall receive the officer's normal rate of base pay; provided, however, an officer who simultaneously receives compensation under Worker's Compensation or through any other benefit plan (paid for by the Village) shall receive, for the duration of such Sick Leave, only that part of the officer's regular salary which will, together with said compensation, equal the officer's regular salary.

(e) Separation of Employee - An officer terminating from Village service shall not be allowed the use of Sick Leave during the last two (2) calendar weeks of employment unless supported by a note from a physician, physician assistant, or nurse practitioner. Unused Sick Leave will not be compensated for in any manner at the time of resignation, termination, layoff, or dismissal of an officer, except as provided for in the provisions of Section 17.11 of this agreement.

(f) Abuse - Abuse of the Sick Leave benefit may result in dismissal of the officer from the Village service. The Labor Council/Lodge shall work with the Department in advising officers to address the alleged abuse of sick leave when it occurs if Management's claim of abuse is demonstrated and supported.

(g) Minimum Use of Sick Leave Benefit- Officers who use twenty (20) hours or less of sick leave during the twenty-six (26) pay dates occurring prior to each August 31<sup>st</sup> of each contract year shall be entitled to sixteen (16) hours of compensation to be deposited into the Officers Retiree Health Savings Account. The use of ten (10) hours of family sick leave is not applied towards the twenty (20) hour sick leave total for purpose of this benefit.

### **Section 17.3. Off the Job Injuries.**

A police officer who suffers an off-the-job injury or illness and is unable to return to work and to perform the officer's normally assigned duties following exhaustion of all of the officer's accrued

sick leave benefits, vacation days and holidays, upon request, may be granted a temporary leave of absence with the approval of the Village Administrator. Such leave of absence shall begin following the use of all accrued benefits as described above. If the police officer is permitted a temporary leave of absence, the Village Administrator shall set the time period based on the circumstances in each specific case. No sick leave, vacation, holiday, or seniority benefits will accrue to the employee during the temporary leave of absence and any holidays, which may occur during the leave, shall be forfeited. During such temporary leave of absence, the police officer shall not be covered under the Village's health insurance plans unless the police officer pays one hundred percent (100%) of all premium costs. If a police officer is determined, by a licensed medical professional as selected by the Village, to be permanently disabled as the result of an off-the-job injury or illness, the police officer's previously described benefits shall be terminated effective on the date of such decision, but in no event prior to written notice being sent by the Village. Nothing in this section shall limit the officer's rights under existing laws or procedures.

**Section 17.4. Disability-Injuries in the Line of Duty.**

(a) Whenever any police officer covered by this Agreement suffers an injury in the line of duty which causes the Officer to be unable to perform duties, the Officer shall continue to be paid by the Village on the same basis as the Officer was paid before the injury pursuant to the provisions of Illinois Compiled Statutes, Chapter 5, Section 345/1 (Public Employee Disability) with no deduction from the Officer's sick leave credits, or vacation, or service credits in a public employee pension fund during the time the Officer is unable to perform duties due to the result of the injury but not for a longer period of time than twelve (12) months in relation to the same injury. Upon the Officer being assigned light or alternative duty, such time worked will not be applied against the twelve (12) rolling months of this benefit per the Act. Nor will the twelve (12) rolling months start over at the beginning after light or alternative duty ends; rather the twelve (12) rolling months would continue to accrue at the same place prior to the light or alternative duty beginning. Employee benefit time will be accrued by an officer during a period of up to twelve (12) months while on a duty-related disability leave pursuant to the provisions of the Public Employee Disability Act, as amended.

The Village retains the right to order at its expense physical, medical or psychological examinations of the injured police officer to determine the officer's present or anticipated fitness for duty. The Village further reserves the right to assign disabled officers to alternative duties within or outside of the Police Department in accordance with the Village's "Return to Work" policy applicable to all employees, depending on the nature of the officer's disability and the duties available. The light or alternative duty assignment outside of the Police Department is not intended to punish, harass or demean an employee. Such determination shall necessarily be based on a case-by-case review of the facts involved, and the Village shall have no obligation to provide "light duty" other than in its administration of its policy "Return to Work."

(b) Any salary compensation due the injured police officer from Workers Compensation or from any type of insurance which may be carried by the Village shall revert to the Village during the time for which continuing compensation is paid to the officer under the provisions of this Article. Any disabled police officer receiving compensation under the provisions of the Workers Compensation Act shall not be entitled to any benefits for which the officer would qualify because

of the officer's disability under the provisions of the Illinois Pension Code, approved March 18, 1963, as amended before or after the effective date of this Agreement.

(c) Any officer who is being paid for injury on duty may elect to not take vacation or holidays (that have already been designated by that officer to be scheduled during that injured on duty time); however, the officer must notify the Village of the officer's election within ten (10) days prior to the holiday or vacation. However, if the injury occurs within the ten (10) day period, the officer shall notify the Village as soon as the officer is capable of doing so. Further, it is understood that holidays are not carried over beyond the year in which they are to be used.

It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Village 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 officer shall notify the Village as soon as possible so that all insurance questions may be coordinated.

**Section 17.5. Medical Examinations.**

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

**Section 17.6. Jury Duty Leave.**

A full-time officer 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 Village pay.

**Section 17.7. Funeral Leave.**

A full-time officer may be granted up to three (3) working 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 officer's spouse or any of the following members of either the officer's and 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 officer's immediate household. In the event of the death of an aunt or uncle of the officer or the officer's spouse, such officer may be granted one (1) day's leave for the same purposes. Any officer granted such leave shall be paid for the officer's 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 officer, the officer may use accrued vacation leave or personal days upon recommendation of the Department Head and approval by the Village Administrator.

**Section 17.8. Educational Leave.**

The Village of Bloomingdale Board of Trustees may authorize special leave of absence, without pay, for any period not to exceed twelve (12) calendar months in any one (1) calendar year for

attendance at a school or university for the purpose of training in subjects relating to the work of the officer and which will benefit the officer and the Village.

**Section 17.9. Personal Leave.**

(a) All officers 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.

(b) If the six-(6) month period ends between January 1 and April 30 (inclusive), the officer will be eligible for three (3) Personal Days that must be taken within the same calendar year.

(c) If the six-(6) month period ends between May 1 and August 31 (inclusive), the officer will be eligible for two (2) Personal Days that must be taken within the same calendar year.

(d) If the six-(6) month period ends between September 1 and December 31 (inclusive), the officer will be eligible for one (1) Personal Day that must be taken within the same calendar year.

(e) Under no circumstances can Personal Days be carried over to the next calendar year.

(f) Officers with a full year or more of service will be eligible for four (4) Personal Days for the next calendar year and all calendar years after.

(h) If a police officer participates in the Department's trimester physical fitness testing and passes all the Department's standards in three consecutive fitness testing's, the officer shall be awarded one (1) additional personal leave day to be credited in the next calendar year and used in that same calendar year. In the event that non-bargaining unit sworn peace officers are granted such personal day for participating in, but are not required to pass, said testing; officers covered by this Agreement shall also be granted such additional personal day on the same basis.

(i) Officers shall request approval of their supervisor or Department Head or designee 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 Village service, there will be no compensation for unused Personal Leave. The four (4) Personal Leave Days are granted on a calendar year basis beginning January 1 and may be taken at any time during that calendar year.

**Section 17.10. Retirement Benefits.**

(a) An Officer with twenty (20) or more years of service as a Bloomingdale Police Officer is considered a retiree for retirement benefit purposes. Officers hired prior to September 1, 1998 may choose between retirement benefits (b) or (c) below and must advise the Village of their benefit choice within sixty (60) days from the date of separation. Officers hired on or after September 1, 1998 are eligible for the "Sick Time Buy-Out", benefit (b) below only.

(b) A retiring officer will receive compensation for any accumulated sick leave time in excess of sixty (60) days up to a maximum of one hundred-forty (140) days at the officer's current hourly rate of pay at the time of separation.

Officers may not cash in more than eighty (80) days of accumulated sick leave. Officers hired prior to September 1, 1998 may choose to waive this benefit in favor of benefit (c) below.

(c) Once an officer is receiving pension payments from the Bloomingdale Police Pension Fund, they may enroll in the Village's group health plan(s) and receive partial payment from the Village towards the health premium cost, to include any dependents covered at the time of initial separation. The Village will contribute up to a maximum of seventy-five percent (75%) of the cost of the medical insurance premium based upon the formula of two and one-half percent (2½%) per year for each year of service as a Police Officer with the Village, until the officer is eligible for and receiving Medicare, or reaching the age at which those born in the same year are eligible to receive Medicare [currently age sixty-five (65)], or receiving benefits under another comparable medical plan as a result of employment, whichever occurs first. The parties agree that the age sixty-five (65) only reflects the current eligibility provision for Medicare and if such is changed by Congress or lawful authority the new eligibility age would be utilized per this Section. An officer that is not eligible to receive a pension upon retirement is eligible to continue coverage in the Village's group health plan in accordance with COBRA.

**Section 17.11. 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.

**Section 17.12. Retiree Health Savings Plan:**

The parties agree that the Village may create for the employees' benefit a Retiree Health Savings (RHS) Plan, which shall be funded in such a manner as determined by the parties. The RHS plan will be offered in compliance with Internal Revenue Code and benefit plan guidelines. The purpose of the RHS plan is to assist employees in saving funds to be used to offset health insurance costs in retirement.

**ARTICLE 18 WAGE RATES**

**Section 18.1. Compensation Program.**

The Village shall maintain its current compensation program, including the schedules of standard salary ranges consisting of minimum and maximum rates of pay for all classes of positions.

**Section 18.2. Merit Systems.**

The merit system will consist of annual performance evaluations, consistent with the pay plan of the Village, and consistent with this Agreement.

**Section 18.3. Salary Adjustments.**

The salary adjustments and range adjustments contained in this Agreement shall be made effective on September 1 of each contract year, in accordance with the table in Appendix C, except as otherwise provided by the terms of this Article. If an officer meets standards in the officer's performance evaluation (as defined by the Village's Performance Evaluation Plan) and meets the required years of service (for steps 9 through 12) a one (1) step increase in pay shall be granted on the officer's merit anniversary date (which is the adjusted date of hire as a Police Officer.) For example, an officer with ten (10) years on the force is eligible to move to Step 9. That officer would remain in Step 9 until the officer has fifteen (15) years on the force and would then be eligible to move to Step 10.

**Section 18.4. Specialty Stipends.**

(a) Officers serving as detectives shall receive a monthly stipend of one hundred-fifty dollars (\$150) payable on a quarterly basis.

(b) Officers serving as evidence technicians shall receive a monthly stipend of one hundred fifteen dollars (\$115) payable on a quarterly basis.

(c) Officers serving as field training officers shall receive an additional one and one-half (1.5) hours of pay at one and one-half times their regular rate of pay for each day worked as a field training officer.

(d) Officers serving as accident reconstruction specialists shall receive a monthly stipend of seventy-five (\$75.00) payable on a quarterly basis; provided, however, only up to three (3) officers shall be eligible to receive a monthly stipend as accident reconstruction specialists.

**Section 18.5. Officer-In-Charge.**

Any officer assigned as Officer-In-Charge, by being formally designated as such by a sergeant or higher authority, who is not working alone during the shift and who serves in this capacity for a minimum of one (1) hour of a shift, shall be compensated by receiving one-quarter (1/4) of an hour additional pay at the officer's regular rate of pay for each one hour assigned and worked as Officer-In-Charge. An officer shall be designated as Officer-In-Charge when no supervisor is working, or the supervisor is out of radio contact or assigned out of town.

**ARTICLE 19 HOLIDAYS**

**Section 19.1. Holidays.**

The following are paid holidays for eligible employees:

New Year's Day	Thanksgiving Day (last Thursday in November)
President's Day	Day After Thanksgiving Day
Friday before Easter	Christmas Eve Day
Memorial Day	Christmas day
Independence Day	New Year's Eve Day
Labor Day (1st Monday in September)	

**Section 19.2. Holiday Pay and Work Requirements.**

Employees whose regularly 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. However, if the holidays are not used by the last pay period of the year in which they have accrued, the Village shall pay the officer a regular day's eight (8) hours pay for each unused holiday. When an officer's regular work day falls on the actual day of a holiday, the officer shall receive, in addition to the officer's regular holiday pay, one and one-half times the officer's hourly rate of pay for all hours actually worked up to eight and one-quarter (8¼) hours, and twice the officer's hourly rate of pay for all hours worked in excess of eight and one-quarter (8¼). It shall be understood that detectives will not normally be assigned to work on certain holidays listed in 19.1, namely New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On all other holidays listed in Section 19.1, it is understood that detectives will be scheduled to work, however no detective shall be able to work more than four (4) holidays per year under this provision. It is further understood that the Chief/Director of Public Safety or designee can order a detective to work on any holiday if deemed necessary. Also, it is established that for all officers, including detectives, the holiday shall be the actual day of the holiday. If an officer's scheduled holiday is cancelled with less than fourteen (14) days' notice prior to the holiday, such employee shall be paid two times the officer's hourly rate for all hours worked in addition to the officer's holiday pay. Employees shall work all holidays when scheduled as part of their normal Departmental work schedule. Should any officer be absent without pay on either the last scheduled working day before or the first scheduled working day after the holiday, no additional pay will be granted. Any hours worked on a Holiday not including the Officers regular scheduled shift shall be paid at double time.

**ARTICLE 20 UNIFORM ALLOWANCE**

**Section 20.1. Uniforms and Ammunition.**

All Officers covered by this Agreement shall receive a yearly uniform and ammunition allowance credit in the amount of nine-hundred dollars (\$900) effective May 1, 2019 and each May 1st thereafter for the purchase of uniform/equipment items listed in Appendix B. Being that the Village pays for the initial uniform and equipment for a Police Officer, the Officer shall not immediately receive an annual uniform allowance for the first twelve (12) months of employment. After twelve (12) months, the Officer shall receive a prorated monthly uniform allowance for the remainder of the fiscal year based on the current contract's annual uniform allowance amount. Under special circumstances, should an Officer require an additional uniform purchase within the first twelve (12) months of employment, the Chief of Police/Director of Public Safety or designee may approve a department purchase. Detectives shall receive a yearly uniform and ammunition allowance credit in the amount of one thousand-sixty dollars (\$1060) effective May 1, 2019 and each May 1<sup>st</sup> thereafter, for purchases of uniform/equipment items listed in Appendix B. The purchase of any uniform/equipment not in Appendix B requires the Chief's/Director of Public Safety prior approval for purchase to be reimbursed. As an option, an officer may obtain and use a purchase order from the Police Department to purchase uniforms and equipment with prior approval of the Chief of Police/Director of Public Safety or designee; this approval will not be unreasonably denied. The Village will continue to pay for all uniforms and equipment for newly sworn officers, as stipulated by the Village, provided, however, that new officers shall be required to reimburse the Village for the cost of their initial equipment and uniform if they resign within one (1) year of

hire. The Village will pay for the initial uniform issued to both a generalist police officer and all specialized units. Officers will be allowed to carry over a maximum of two hundred-fifty dollars (\$250.00) from year to year. Officers will be allowed to carry forward uniform allowance credit for up to two (2) years with a maximum of one thousand dollars (\$1,000.00) being available for use in any one year. After twenty-five (25) years of service and beginning the twenty-sixth (26th) year of service, officers will receive four hundred dollars (\$400.00) less in uniform and ammunition allowance credit each year than what is provided for in this section. Assigned detectives will be allowed to use their uniform allowance to purchase civilian clothing, (subject to IRS Income Tax guidelines) with prior approval by the Chief of Police/Director of Public Safety or designee, which are necessary for the performance of their duties.

### **Section 20.2. Bulletproof Vests.**

The Village shall equip all new officers with bulletproof vests and two (2) vest covers after the officer has completed the following:

- (a) successful graduation from an approved police academy;
- (b) passage of the State Police Officer Certification Test; and
- (c) receipt of the officer's assignment to patrol or detective duties, including field training.

The Village further agrees to replace bullet-proof vests for all officers at five (5) years of use, or upon reaching the expiration of the useful life of the vests, where manufacturers' 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 be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Employees shall start to accrue vacation allowance as of their date of hire and may use vacation time after the quarter in which it is earned. Vacation allowances shall be earned bi-weekly, based on the following schedule. Employees shall accrue twenty (20) hours of vacation leave for each quarter worked during their first year. Vacation leave shall not be taken until it has accrued.

### **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.

### **Section 21.3. Scheduling.**

Employees shall be awarded vacation time by the Village in accordance with Police Department staffing requirements, and on the basis of first come, first served, unless there is a conflict in granting time off, in which case it will be resolved on the basis of their shift seniority. No vacation days may be taken without prior notice to and approval of the Chief of Police/Director of Public Safety or authorized designee.

**Section 21.4. Accrual Schedule.**

Vacation leave shall be earned during the employment year (anniversary date to anniversary date) at the following rates:

- (a) Officers with six (6) months, but less than one (1) year, of continuous service with the Village shall be allowed forty (40) hours of vacation leave.
- (b) Officers with one (1), but less than five (5), years of continuous service with the Village, shall be allowed eighty (80) hours of vacation leave.
- (c) Officers with five (5), but less than twelve (12), years of continuous service with the Village, shall be allowed one hundred-twenty (120) hours of vacation leave.
- (d) Officers with twelve (12), but less than sixteen (16) years of continuous service with the Village shall be allowed one hundred-sixty (160) hours of vacation leave.
- (e) Officers with sixteen (16) years or more of continuous service with the Village shall be allowed an additional eight (8) hours of vacation leave 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.
- (f) Officers hired on or after the execution date of the prior Agreement (i.e., December 2, 2013) will be entitled to the benefits as set forth in subsections (a) through (d) above, but shall not be entitled to the benefits set forth in subsection (e) above, but instead, shall receive the following: officers with sixteen (16) years or more of continuous service with the Village shall be allowed an additional eight (8) hours of vacation leave for each additional year of service rendered to the Village, up to a maximum of eighty (80) additional hours for (25) or more years of continuous service.

**Section 21.5. Accumulation.**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during any unpaid leave of absence. Employees shall not have accumulated more than the equivalent of two (2) years Vacation Leave credit.

**Section 21.6. Village 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 officer from vacation in progress.

**Section 21.7. Cash-In.**

Upon written recommendation of the Chief of Police/Director of Public Safety, with approval of the Village Administrator, an officer may be paid for unused vacation time.

**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 continue to provide basic health insurance. The Village retains the option to select participation in or change plans or companies as necessary due to economic conditions, (provided that the Village maintains an HMO type of plan). The cost of health insurance shall continue to be divided between the Village and the officers. Officers are responsible for paying their proportionate share of the costs of such premiums through payroll deduction. The Officers' proportionate share of the costs of health insurance premium rates in effect on July 1, 2015 and thereafter are reflected in the attached chart designated as Appendix F. In the event a police officer suffers a catastrophic injury or is killed in the line of duty; the Village shall pay the health coverage premium for the employee, employee's spouse, and employee's dependent children, in accordance with the Illinois Public Safety Employee Benefit Act.

### **Section 22.2. Life Insurance.**

The Village shall supply each full-time officer with life insurance in an amount equal to Fifty Thousand (\$50,000) dollars.

### **Section 22.3. Dental Insurance.**

The Village shall continue to provide dental insurance. The cost of such insurance shall continue to be divided between the Village and the officers. The Village shall be responsible for no more than sixty-two percent (62%) of the cost of the premium for such insurance and the officer shall be responsible the remaining thirty-eight percent (38%) of the cost of the premium.

### **Section 22.4. Optical Insurance.**

The Village shall reimburse officers who are not covered by the Village's HMO, EPO or Opt-Out Plan for the cost of one (1) vision test per year per family, to a maximum cost of seventy-five (\$75.00) for such test. The vision test may be conducted by the optical care professional of the officer's choice.

### **Section 22.5. Employee Assistance Program.**

The Village 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. Health Insurance Opt-Out Plan.**

Employees covered by this Agreement shall be eligible to receive the same health insurance opt-out benefit at the same rate and under the same terms and conditions applicable to the non-represented Village employees generally, as they may be modified from time to time. Currently, the rate at which the Village is compensating eligible participants in the health insurance opt-out plan is one hundred dollars (\$100.00) per pay period.

## **ARTICLE 23 TUITION REIMBURSEMENT PLAN**

Any police officer covered by this Agreement who enrolls in a course of study in a law enforcement or police science or related program at an accredited junior college, college or

university within the State of Illinois, or through accredited online college or University program whether in-state or out-of-state, may qualify to have the tuition (not to include books and fees) for such course(s) reimbursed by the Village. 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. Submission of courses or programs of study for approval must be completed by January 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 police officer's work and would improve the officer's 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, three thousand dollars (\$3,000) per officer 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. If the employee leaves the employment of the Village within one (1) year of taking a reimbursed course, the employee shall repay the Village the costs of the course. 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 officer's regularly scheduled day off or an officer's work hours, so that a schedule conflict now existed, would not be held against the officer as it relates to this section.

## ARTICLE 24 GENERAL PROVISIONS

### Section 24.1. Union Visitation.

Authorized representatives of the National or State Lodge or 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 during working hours to meet with elected officers of the local lodge who shall use their time due, and/or representatives of the Employer concerning matters covered by this Agreement. Such meetings shall not continue for more than three-quarters (3/4) of an hour.

### Section 24.2. Eyeglass Replacement.

The Employer agrees to repair or replace as necessary an officer'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 officer. The incident is to be documented promptly in writing with the officer's immediate supervisor.

**Section 24.3. Inoculations.**

The Village agrees to pay reasonable and necessary expenses for inoculation or immunization shots for the Officer and for members of an officer's family where public health officials, the Village occupational health advisors, or the employee's physician determine that the inoculations or shots are necessary as a result of direct exposure to contagious diseases in the line of duty. Preventative inoculations or immunizations shall be provided in accordance with the Village's wellness and risk management programs and policies as they may from time to time be amended.

**Section 24.4. Funeral Expenses**

The Employer agrees to defray all funeral and burial expenses of any officer of the Police Department killed in the line of duty, with maximum payment of ten thousand dollars (\$10,000.00).

**Section 24.5. Substance Abuse Testing.**

Alcohol and drug testing shall be conducted in accordance with Bloomingdale Police Department Policy 1012 as incorporated herein as Appendix E and the Village's Substance Abuse Policy, November 14, 2006, as amended as incorporated herein as Appendix E. Any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing as soon as practicable after the firearm discharge, and by not later than the end of the covered member's shift or tour of duty. Said drug and alcohol testing shall be conducted in accordance with the Village of Bloomingdale Substance Abuse Policy.

**Section 24.6. Pregnant Police Officers.**

The Employer agrees to comply with the provisions of Public Act 0095-0025 regarding pregnant Police Officers. Any dispute concerning the interpretation and application of this Section shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

**Section 24.7. Canine Officer Compensation.**

An employee assigned by the Chief to the position of Canine Officer shall be paid in addition to the Officer's regular rate of pay, four (4) hours of overtime compensation for each calendar week. The Canine Officer compensation is to cover for the time spent in the care and feeding of the canine and shall be payable on a quarterly basis. This payment is in addition to other applicable compensation the Officer receives for his/her regular work schedule. The Employer will pay reasonable out of pocket costs affiliated with the care, equipment and feeding of the dog. The Employer will also pay the cost of kenneling the dog when the assigned Canine Officer is out of town. The Canine Officer will also receive a yearly stipend of one thousand two-hundred dollars (\$1,200.00) a year which is payable on a quarterly basis.

**Section 24.8. Video and Audio Recordings**

Supervisors may review officers' recordings periodically, upon written permission by the Chief/Director of Public Safety or designee. Digital recordings entered into evidence will be handled in accordance with evidence retention schedules. The Labor Council will be allowed to review recorded mobile files only upon written consent by the Officer and only when accompanied by a Supervisor.

The Employer will maintain a log of any viewing of video or audio systems which will state what material was reviewed, the squad number of the assigned camera and who viewed the material. Upon request, a summary will be presented to the Union.

#### **ARTICLE 25 SAVINGS CLAUSE**

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**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. Each party, for the duration of this Agreement, 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 whether or not referred to or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE 27 DURATION**

##### **Section 27.1. Term of Agreement.**

This Agreement shall be effective from September 1, 2018 and shall remain in full force and effect through August 31, 2022. 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 February 1, 2021. 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 or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE VILLAGE OF BLOOMINGDALE:

[Signature] 3/29/19  
Village President Date  
Franco A. Coladipietro

Jane E. Michelotti 3/29/19  
Village Clerk Date  
Jane E. Michelotti

Village Seal:

FOR THE ILLINOIS FOP LABOR COUNCIL:

Kevin S. Krug 03-13-19  
Kevin S. Krug Date  
Northern Field Supervisor

[Signature] 03/13/2019  
Anthony Svoboda Date  
Unit Steward

[Signature] 3/19/19  
Joe Cressman Date  
Unit Steward

[Signature] 3-13-19  
Dallas Janes Date  
Unit Steward

[Signature] 3/19/19  
Brian Healey Date  
Unit Steward

[Signature] 3/19/19  
Yelena Malinovskaya Date  
Unit Steward

[Signature] 03-13-2019  
Dominick Carsiglia

## **Appendix A Seniority Listing (as of February 28, 2019)**

<b><u>Members</u></b>	<b><u>Date of Hire as Police Officer</u></b>
Odoi, Dawn	03/29/1993
Alcozer, Paul	03/29/1993
Darre, Bill	01/03/1995
Pagan, Tony	01/04/1999
Janes, Dallas	11/11/2000 (Adj. from 06/29/2000)
Hill, Jeff	03/26/2001
Cooper, Erick	03/26/2001
Svoboda, Anthony	12/17/2001
Spradling, David	06/24/2002
Spontella, Elizabeth	01/21/2004 (Adj. from 04/01/2003)
Petersen, Kenneth	07/05/2006
Pagan, Tara L	07/05/2006
Noonan, Sean	11/13/2006
Cressman, Joe	06/08/2008 (Adj. from 01/03/2008)
Tenerelli, Angelo	06/30/2008
McGhee, Levi	01/02/2009
Redic, Jeremy	02/06/2012
Corsiglia, Dominick	01/02/2013
Han, Jin	03/07/2014
Giovenco, Michael	12/29/2014
Battaglia, Joseph	12/29/2014
Malinovskaya, Yalena	12/29/2014
Chrabot, Jon	09/25/2015
Bzdelik, Tyler	01/03/2017
Iwanicki, Damian	01/03/2017
Lahvic, Sean	01/03/2017
Jaffe, Phil	03/28/2017
Donald, Elvin	03/28/2017
Spencer, Donald	09/12/2017
Fitzenreider, Jay	09/12/2017
Czesak, Tim	01/02/2018
Curio, Carmen	03/05/2018
Johnson, Adam	03/26/2018

## APPENDIX B APPROVED UNIFORM / EQUIPMENT LIST FOR POLICE OFFICERS

The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. Items not on this approved list maybe purchased with prior approval from the Chief of Police/Director of Public Safety or designate.

Formal Dress Coat with piping (1)	5 Star Hat (1)
Long Sleeve Navy Shirt	Boots -Galoshes-etc. (1)
Winter Duty Pants Dacron / Wool	Straight Baton Ring (1)
Shoes (approved styles) (2)	Folding knife pouch/holder (1)
Tie bar (1)	Mini-Flashlights (2)
Nameplate (1)	Training Academy Attire
Nylon Jacket-Spring/Fall (1))	Khakis, Shirt, Pants, sweatshirt) etc. (1)
Raincoat (1)	Holster (1 On Duty) – (1 Off-Duty)
Cap Cover (1)	Taser Holster-Carrier
Fur Hat (1)	Soft-Body Armor (1)
Equipment Belt/Outside (1)	Handcuffs (2)
Straight Baton (1)	Off-Duty Gun Credit up to \$320 per Career (1) After Completion Probationary Period
Flashlight Pouch (1)	Duty Cap Stun Pouch (1)
Boots (approved styles) (2)	Badge Wallet (1)
Workout Clothing (1) pant (1) top	Gun Repairs / Modifications (on duty weapon / rifle)
Cuff Case Sing/Dual (1)	Weapon night sights (duty gun/rifle)
Riot Helmet & Carry Bag (1)	Badge Repairs
Duty Gun Credit up to \$480.00 (1 time only)	Distance Scope / Rifle Optics (1)
Magazines for Duty Gun/Duty Rifle (4)	Note Pad Holder (1)
Athletic Shoes Maximum of \$130/ yearly *Must participate in Department Fitness Program	Detective Civilian Cloths (Dress Pants-Suits, ect. Briefcase/Work Bag (1)
Ammunition Maximum \$135/ yearly	Tape Measure (1)
Batteries (Flashlights-Weapon Mounted Lights-Optics etc)	Folding Knife-Seat Belt Extraction \$35 Maximum (1)
Vest Cover (1)	Earpiece System for Current Radio System (1)
Expandable Baton (1)	Radio Holder (1))
Expandable Baton Case	Belt Keepers (4)
Latex Glove Pouch	Watch Band (1)
Business Cards	Uniform alterations
Duty Gloves (1)	Special Event Hats -Caps-Pants-Shirt (2)
Black Turtleneck Shirt/Sweater (2)	Depart. Approved Laser Sight / Weapon Light for duty gun/rifle (max of \$320)
Insulated Vest (1)	Ear Mold for Radio Earpiece (1)
Microphone Strap (1)	Flashlight Lamp (1)
Duty Wrist Watch (\$40) Maximum (1)	Lumbar Support (1)
Scientific Calculator-Accident Re-constructionist Specialist (1)	Individual first-Aid Kit Tourniquet-Israeli Bandages etc.
Long Sleeve BPD Collared Dress Shirt (1)	Load Bearing Bag ("Go-Bag")
Short Sleeve BPD Collared Dress Shirt (1)	Load Bearing Vest/Rack
Short Sleeve Black Shirt (1)	Level IIIA Body Armour
Long Sleeve Black Shirt (1)	Ballistic Helmet and Cover
Summer Pants 100% Knit (3)	Any Other Uniform/Equipment approved by the Chief of Police/Director of Public Safety or Designee
Ties (3)	Leather Jacket (1)
Wooley Pulley Sweater (1)	Jacket Liner (1)
Duty Pants- Duty Belt/Inside (1)	Any Other Uniform/Equipment approved by the Chief of Police/Director of Public Safety or Designee

The following will serve as a basic guideline for uniform / equipment purchases. Approval must still be secured before purchase. Items not on this approved list may be purchased with prior approval of the Chief/Director of Public Safety or his designate. Initial uniforms and equipment as approved for Evidence Technicians, Accident Reconstruction Specialists, Problem Oriented Policing Unit (POP) members, NIPAS Mobile Field Force, Department Instructors, Bicycle Team Members, and the Department will pay for. Subsequent replacement items come out of the individual members' uniform accounts.

#### Bike Unit Equipment Initial Purchase

Helmet (1)  
Riding glasses - \$55.00 max (1)  
Bike gloves (1)  
Bike uniform shirt (1)  
Bike uniform pants – shorts & long pants (1)  
Bike padded shorts for under uniform (1)  
Black gym shoes \$60 Maximum  
McGiver tool – accessory tool supplied per bike

#### POP Unit Equipment Initial Purchase

Vest covers/carriers  
Black police T-shirt and sweatshirt  
Plainclothes badge carrier

**APPENDIX C WAGE RATES**

<b>VILLAGE OF BLOOMINGDALE</b>						
<b>SWORN POLICE OFFICER PAY RATE</b>						
<b>Step</b>	<b>Hourly Rates</b>					<b>Longevity</b>
<b>Number</b>	<b>9/1/2017</b>	<b>9/1/2018</b>	<b>9/1/2019</b>	<b>9/1/2020</b>	<b>9/1/2021</b>	
		<b>ATB</b>	<b>ATB</b>	<b>ATB</b>	<b>ATB</b>	
	<b>Current</b>	<b>2.50%</b>	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>	
1	\$31.98	\$32.78	\$33.68	\$34.61	\$35.56	
2	\$34.32	\$35.18	\$36.15	\$37.14	\$38.16	
3	\$36.20	\$37.11	\$38.13	\$39.17	\$40.25	
4	\$38.07	\$39.02	\$40.09	\$41.20	\$42.33	
5	\$39.96	\$40.96	\$42.09	\$43.24	\$44.43	
6	\$41.80	\$42.85	\$44.02	\$45.23	\$46.48	
7	\$43.69	\$44.78	\$46.01	\$47.28	\$48.58	
8	\$46.02	\$47.17	\$48.47	\$49.80	\$51.17	
9	\$46.59	\$47.76	\$49.07	\$50.42	\$51.81	After 10 Years (Step 8 + 1.25%)
10	\$46.93	\$48.11	\$49.44	\$50.80	\$52.19	After 15 Years (Step 8 + 2.0%)
11	\$47.52	\$48.70	\$50.04	\$51.42	\$52.83	After 20 Years (Step 8 + 3.25%)
12	\$48.09	\$49.29	\$50.65	\$52.04	\$53.47	After 25 Years (Step 8 + 4.5%)

**APPENDIX D**  
**Bloomingtondale Police Department**  
Policy Manual

**Policy 1012**  
**Drug Testing**

**1012.1 Policy**

**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 Department civilian employees.

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, Labor Council (FOP) civilian unit, excluding the testing for illegal anabolic-androgenic steroids, the same reasonable drug-testing program is extended to include its members. In addition, all other Department civilian employees are subject to the same testing provisions under this policy as the FOP civilian unit.
- 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, members of the Fraternal Order of Police, Labor Council civilian

unit, and all other Department civilian employees.

## II. DEFINITIONS

- A. Random Drug Test--the compulsory production and submission of urine by a sworn officer, member of the Fraternal Order of Police civilian unit or other Department civilian employees 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.
- B. 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.
- C. Steroid Supplement--a supplement such as DHEA (dehydroepian-drosterone) or androstenedione which can be converted into testosterone or similar compound in the body.
- D. 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.
- E. Sworn Officer--officers of the following ranks and/or positions: Chief of Police/Director of Public Safety Deputy Chief of Police, Watch Commander, Sergeant, Detective, Police Officer, and Probationary Police Officer.
- F. 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".
- G. Civilian Employee--all regular and probationary employees who work in a civilian position for the Bloomington Police Department, who may or may not be covered by a collective bargaining unit. Hereinafter shall be referred to as "civilian employee."

## III. PROCEDURES/RULES

- A. 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 the sworn officer being tested, notifications, etc., will be made to the Village Administrator.
- B. Prohibited Activity

The following rules shall apply to all sworn officers and all civilian employees while on or off duty:

  - a. No sworn officer or civilian employee shall possess illegally any controlled substance.
  - b. No form of any controlled or other dangerous substance shall be taken by a sworn officer or civilian employee unless prescribed by a licensed medical practitioner for that officer or civilian employee.
    - (i) Sworn officers and civilian employees 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 civilian employees 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 civilian employee is exhibiting signs of impaired job performance, the supervisor has the authority to not allow the officer or

civilian employee to work and to instruct the officer or civilian employee to use appropriate benefit time.

- (2) Sworn officers and civilian employees 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 civilian employee shall take any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
- e. Any sworn officer or civilian employee 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.

### C. Drug Testing

In order to ascertain prohibited drug use, sworn officers and civilian employees 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 civilian employees are assigned to drug enforcement (undercover or otherwise), vice or similar assignments which present the potential for an officer or civilian employee to be engaged in the possession, use, or sale of illegal controlled substances.

Sworn officers and civilian employees 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 Chief of Police/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 civilian employees in any one (1) calendar year. Random drug tests will be done on 10 - 20% of civilian employees.
  - (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 civilian employees he wishes to be tested. 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 civilian employees. 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.
- (6) Random drug tests will be performed only on those civilian employees 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) Civilian employees who are selected but who are off-duty for the day selected will not have to submit to the test.
  - (b) Civilian employees 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 civilian employees are selected, no additional civilian employees will be selected to act as replacements.

The Chief of Police/Director of Public Safety will, by written order, instruct those on-duty civilian employees selected that they will have to submit to the random drug test.

#### D. 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 and on-duty civilian employees 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  
& Detectives: ASAP after being selected

- b. The sworn officer or civilian employee must inform Alexian Brothers personnel that he/she is present for a random drug test for the Bloomingdale Police Department.
3. Personnel authorized to administer drug tests shall require positive identification from each sworn officer or civilian employee to be tested before they enter the testing area.
  - a. Positive identification for sworn officers is Commission card with photo, or driver's license with photo.
  - b. Positive identification for civilian employees is Village identification card with photo, or driver's license with photo.
4. A "Drug Screen Consent Form" from Alexian Brothers must be completed and signed by the sworn officer or civilian employee before the test will be administered by Alexian Brothers.
5. The hospital's personnel will provide instructions for the collection of the urine sample.
  - a. The urine sample will be given in private without any witness unless directed otherwise by the Village of Bloomingdale, or when requested by the sworn officer or civilian employee being tested.

A witness shall be of the same sex as the person providing the sample.
  - b. The urine sample will be given in a SAMHSA (Substance Abuse-Mental Health Services Administration) approved restroom.
6. Failure to submit a sample within two (2) hours after arriving at Alexian Brothers may be considered a refusal to submit to a drug test.
  - a. Time extensions can be granted by the Chief of Police/Director of Public Safety or his designee after being advised by Alexian Brothers personnel that an officer or civilian employee has been unable to provide a urine sample.
  - b. Officers and civilian employees will be monitored by Alexian Brothers personnel during the time they are at Alexian Brothers for purposes of providing a urine sample. Until a urine sample is provided, officers and civilian employees will remain in the waiting room of Alexian Brothers where they will be allowed to consume up to 40 ounces of liquid as provided by Alexian Brothers staff.
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 civilian employee 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.

E. 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 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) 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 civilian employee, 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 civilian employee may request to have the same initial sample tested by an independent laboratory of his/her 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 civilian employee 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 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 civilian employee 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

F. 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 include 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/her 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 10 ng/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.

G. 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 officers or civilian employee'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 officers or civilian employee's 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.

H. Consequences

1. Sworn officers or civilian employees 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 or the Village Administrator, the Village shall provide an opportunity for such officer to enter and to complete successfully an appropriate rehabilitation program.
3. In case of a civilian employee who tests positive for drug use and is not terminated by the Village Administrator, the Village shall provide an opportunity for such civilian employee 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 civilian employee 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 July 14, 2015

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Frank Giammarese

**APPENDIX E**

**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.
- R. **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. Pursuant to Section XIV (Discipline) the Village will discipline up to and including dismissal any employee who is found to be in violation of this 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.

#### 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:<sup>1</sup>** 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
- D.** The employee received a citation for a moving traffic violation arising from the accident, and if the accident involves:
  1. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

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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. One or more motor vehicles incur disabling damage<sup>2</sup> as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

**E. Other Accidents:**<sup>1</sup> 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.

**F. 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 C), which may include indications of the chronic and withdrawal effects of substance abuse.
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 within twenty-four (24) hours after his/her observations, or before any substance abuse test results are released. 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.
3. A reasonable suspicion substance abuse test will only be required if the reasonable suspicion observations are made during, just preceding or just after 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.
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.

**G. 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 60 months after returning to work.

**H. Refusal to Test:** Any employee who refuses to submit to any substance abuse test required by this Policy

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<sup>2</sup> "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.

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 an 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.
- I. 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.
  - 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
  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.
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.

- 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 termination of employment. 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 termination of employment.

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 nonprescription 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.)
- 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.

**APPENDIX E-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 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 E-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. I also consent to the release of test results and other relevant medical information to the Village of Bloomingdale management consistent with its Substance Abuse Policy, Program and Procedures.

AGREED: \_\_\_\_\_ REFUSED: \_\_\_\_\_  
Signature Signature

DATE: \_\_\_\_\_

Reason for Refusal:  
\_\_\_\_\_  
\_\_\_\_\_

Witness Name (Print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX E-C

(Page 1)

VILLAGE OF BLOOMINGDALE
SUPERVISOR'S OBSERVATION REPORT FORM FOR
REASONABLE SUSPICION/POST ACCIDENT TESTS

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 within 24 hours of the time the incident occurred and the testing was initiated.

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

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

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

Describe the Incident in Detail: \_\_\_\_\_

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

OBSERVATION

- 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 E-C**  
**(Page 2)**

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

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 E-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

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](http://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](http://www.chicagona.org)  
708-848-4884

Meetings held nightly throughout the Chicago area

**APPENDIX F**  
**HEALTH INSURANCE PREMIUM CONTRIBUTIONS**

The parties agree that employees covered by this Agreement and the Village will make the contributions to the cost of health insurance premiums as shown in the chart below. This chart does not guarantee that the Village will continue to offer the health plans identified below throughout the term of this Agreement, but merely represents the plans in effect when the Agreement was signed.

Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
HMO-BA		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2018	85%	85%	85%	85%	15%	15%	15%	15%
Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
HMO-IL		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2018	83%	83%	83%	83%	17%	17%	17%	17%
Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
PPO		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2018	65%	N/A	N/A	65%	35%	N/A	N/A	35%
Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
EPO		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2018	76%	N/A	N/A	87%	24%	N/A	N/A	13%

Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
HMO-BA		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2019	85%	85%	85%	85%	15%	15%	15%	15%
Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
HMO-IL		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2019	83%	83%	83%	83%	17%	17%	17%	17%

Plan	Date	Employer Contributions of Cost (%)				Officer Contributions of Cost (%)			
PPO		S	S + Sp	S + C	F	S	S + Sp	S + C	F
	7/1/2018	75%	75%	75%	75%	25%	25%	25%	25%

Note:

Single Coverage = S    Single + Spouse Coverage = S + Sp    Single + Child Coverage = S + C    Family Coverage = F

**APPENDIX G DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
974 CLOCK TOWER DRIVE, SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, \_\_\_\_\_ hereby authorize my Employer, Village of Bloomingdale, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Personal E-mail: \_\_\_\_\_

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

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

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

Illinois Fraternal Order of Police Labor Council

Attn: Accounting

974 Clock Tower Drive

Springfield, Illinois 62704

(217) 698-9433

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