

CHAPTER 11

EMPLOYEE REGULATIONS

ARTICLE I – PERSONNEL CODE

11-1-1 RESOLUTION. WHEREAS, the Village of Okawville (“Employer” or “Village”) currently has in force a Resolution Establishing Employee Benefits for the Village of Okawville, adopted on April 28, 1986 (the “Prior Resolution”); and

WHEREAS, Employer wishes to amend the Employee Benefits as set forth in the Prior Resolution; and

NOW, THEREFORE, Employer hereby adopts this Personnel Policy, and said Personnel Policy replaces the Employee Benefits set forth in the Prior Resolution.

11-1-2 RECOGNITION. Included in this Policy are full time Employees. Employee understands that this Personnel Policy is not a contract of employment, expressed or implied, between Employee and Employer and should not view it as such or as a guarantee of employment for any specific duration. Employee acknowledges that employment with Employer is “At Will” and that the Employer retains the absolute right to end employment for any nondiscriminating reason with or without cause.

11-1-3 NON-DISCRIMINATION.

(A) **Equal Employment Opportunity.** The Employer will continue to provide equal employment opportunity for all Employees, and develop and apply equal employment practices.

(B) **Non-Discrimination.** The Employer shall not unlawfully discriminate against Employees. The Employer agrees to comply with all applicable state and federal laws, including Title VII of the 1964 Civil Rights Act, Age Discrimination and Employment Act, and Americans with Disabilities Act.

(C) **Use of Masculine Pronoun.** The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

11-1-4 MANAGEMENT RIGHTS. It is understood and agreed that the Employer possesses the sole right and authority to operate and direct Employees of the Employer and its various departments in all aspects, including but not limited to all rights and authority exercised by the Employer prior to the execution of this Policy, except as modified in this Policy. These rights include but are not limited to:

(A) The right to determine its mission and policies and to set forth all standards of service offered to the public;

(B) To plan, direct, control and determine the operations or services to be conducted by the Employees of the Village;

(C) To determine the methods, means, and number of personnel needed to carry out the Village’s policies;

(D) To direct the working forces;

(E) To hire and assign or to transfer Employees within the various departments of the Village;

(F) To promote, suspend, discipline or discharge Employees;

(G) To lay off or relieve Employees due to lack of work or funds or for other legitimate reasons;

(H) To make, publish and enforce rules and regulations;

(I) To introduce new or improved methods, equipment or facilities;

(J) To contract out for goods and services, and

(K) To take any and all actions as may be necessary to carry out the operations of the Village in situations of civil emergency as may be declared by the Village President, Village Board, and/or the Police Chief; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Policy.

11-1-5 DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE.

(A) **Definition of a Grievance.** A grievance is defined as any unresolved difference between the Employer and the Employee covered by this Policy regarding the application, meaning or interpretation of this Policy. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

(B) **Dispute Resolution.** In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the Employee and his immediate supervisor.

The Employee shall make his grievance, in writing, to his immediate supervisor within **five (5) working days** of the incident. The supervisor will notify the Employee of the decision within **two (2) working days** following the day when the grievance was made. The Employee shall first complete his assigned work task, and complain later.

(C) **Subject Matter.** Only one subject matter shall be covered in any one grievance. A grievance shall contain a written statement of the grievant's position, the Article, and the Section of the Policy allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving Employee and the date.

(D) **Time Limitation.** Grievances may be withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by written agreement.

(E) **Grievance Processing.** No Employee shall leave his work assignment to investigate, file or process grievances without obtaining permission from his supervisor. The Employee shall always perform his assigned work task and grieve his complaint later.

(F) **Grievance Meetings.** The grievant only shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The Employee shall only be excused for the amount of time reasonably required to present the grievance. The Employee shall not be paid for any time during which a grievance meeting occurs outside of the Employee's normal workday. The Employee shall first perform his assigned work task and file his grievance later.

(G) **Steps in Procedure.** Disputes arising under this Policy shall be resolved as follows:

- (1) **Step 1.** If no Agreement is reached between the Employee and the supervisor, as provided for in Section **11-1-2 - Dispute Resolution** – the Employee shall present the written grievance to the Village President. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Village President. Within **ten (10) working days** after the grievance has been submitted, the Village President and as many Village Board Members as possible, shall meet with the grievant to discuss the grievance and make a good faith effort to resolve the grievance. A response from either the Village President or Village Board shall be made in writing to the grievant within **five (5) working days** following the meeting.
- (2) **Step 2.** If the dispute is not settled at Step 1, the matter may be submitted to a hearing upon written request by the grievant within **ten (10) working days** after the receipt of the written decision of the Village President or Village Board or the expiration of the **five (5) day** period if the Village President or Village Board fails to render a written

decision. Within **ten (10) working days** after the matter has been

submitted to the hearing, the Employer and the grievant shall each appoint a representative to the hearing panel. The **two (2)** appointees shall in turn, by mutual Policy, select a third panel member to serve as chairman of the hearing panel. Representatives may be trustees, employees, or residents at large.

The parties shall share the expenses and fees of hearing and cost of the hearing room equally. Costs of the hearing shall include the panel chairman's fees, room cost, and transcription costs. If an attorney is retained by either party said fees shall be paid by the party retaining that attorney. Nothing in this article shall preclude the parties from agreeing to use any expedited procedures. The decision and award of the hearing panel shall be final and binding on the Employer and the Employee. The hearing panel shall not have power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Policy.

11-1-6 EMPLOYEE SECURITY AND PERSONNEL FILES.

(A) **Personnel Files.** The Employer shall keep a central personnel file for each Employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an Employee.

(B) **Inspection.** Upon request of an Employee, the Employer shall reasonably permit an Employee to inspect his personnel file subject to the following:

- (1) Such inspection shall occur within a reasonable time following receipt of a written request;
- (2) The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying.
- (3) Such inspection shall occur during normal working hours of the Village Secretary.
- (4) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be made a part of the personnel file.

(C) **Notification and Reply.** Employer shall give employees immediate notice when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the Employee. Upon receipt of such copy, the Employee shall acknowledge such receipt by initialing and dating the original within **three (3) days** from the date the documentation is received by the Employee, he may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file.

(D) **Employee Additions to Personnel File.** An Employee may submit, without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the Employee's interests.

11-1-7 HOURS AND OVERTIME.

(A) **Work Week.** The normal work week for an Employee for the Village shall begin at **12:01 a.m.** Sunday morning and commence at **12:00 Midnight** of the following Saturday.

All full time Employees shall be required to work **forty (40) hours** during a normal work week.

(B) **Meal Break.** All employees shall be allowed a meal break each day during the work period. Meal breaks are not compensated nor included as part of the regular work period.

(C) **Overtime Payment.** All time worked in excess of the defined work period shall be compensated at the rate of **one and one-half (1 ½) times** the Employee's calculated hourly rate of pay or in compensatory time.

Overtime work must be pre-arranged prior to the hours worked, absent an emergency. In the event overtime work is required the Village Secretary shall be notified within **eight (8) working hours** after the work has been performed whether the employee is requesting overtime pay or compensatory time. Compensatory time **must be used within thirty (30) days** of earning.

Any abuse of overtime or failure to report overtime to the Village Secretary may result in disciplinary action against the Employee. **(Ord. No. 531; 01-26-16)**

(D) **Court Time.** Employees covered by this Policy, required by the Village to attend court outside their regularly scheduled work hours for criminal cases or civil cases in which the Village is a party, shall be compensated at the overtime rate for actual time spent, if the Employee is not an adverse witness or adverse party to the Village. On a day an Employee is required to attend court, the Employee shall inform the Department Head or the Village hall of a telephone number or address at which they may be reached. Driving time is not compensated unless Employee uses their personal vehicle, then the approved Federal mileage rate will be paid for actual mileage to and from court.

(E) **Committee and Board Meeting Attendance.** The department head shall not be compensated for attending committee meetings, regular board meeting, or called special board meetings pertaining to their department.

Any Employee requested to attend a committee meeting, regular board meeting, or called special board meeting will do so without compensation. Employee shall be dismissed once business pertaining to his attendance is covered.

11-1-8 SENIORITY.

(A) **Termination of Seniority.** Any employee may be terminated by the Employer and his seniority broken when he:

- (1) quits via written resignation; or
- (2) is discharged; or
- (3) is laid off for a period of **twenty-four (24) months**; or
- (4) accepts gainful employment while on an approved leave of absence from the Village.

(B) **Accruing Seniority.** Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

11-1-9 SAFETY ISSUES. No Employee shall be required to use any equipment that has been designated as defective by a Department Head/Immediate Supervisor.

When a department vehicle or equipment is found to have a disabling defect, or if in violation of the law, the Employee will notify the Department head or the Village President, complete any required reports, and follow the Department Head or Village President's direction relative to requesting repair, replacement, or the continued operation of said vehicle.

The employer shall have the right to provide sufficient equipment, to outfit all Employees, and will keep such equipment in safe and proper working condition.

The Village shall issue a ballistic vest to all peace officers employed full time. All vests furnished, to full time Employees, by the Employer shall be worn by all peace officers while on duty. The wearing of ballistic vests shall be optional during the following occasions:

- (A) attending court outside of normal working hours
- (B) attending training sessions
- (C) attending funeral or memorial services
- (D) teaching classes
- (E) other occasions as authorized by the Chief of Police

The Employer upon their expiration date shall replace ballistic vests. It is the responsibility of the person to whom it is issued to take proper steps to accomplish this.

11-1-10 LEAVE OF ABSENCE.

(A) **Bereavement Leave/Death in Family.** The Employer agrees to provide to Employee leave without loss of pay as a result of death in the immediate family, not to exceed **three (3) days**. Leave may be extended to **five (5) days** on a case-by-case basis on approval of the Committee Chairman or Village President. The additional **two (2) days** will be without pay unless vacation or personal days are taken by the Employee.

(B) **Definition of Immediate Family.** A member of the immediate family shall be defined to be an Employee's mother, father, step mother, step father, wife, husband, daughter, or son (including step, foster, or adopted), brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, or grandchild.

In the event of the death of a stepbrother, stepsister, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or spouse's grandparent, an employee will be permitted, upon request **one (1) day** off to attend the funeral. Pay for this day will be based on the regular rate of pay for **one (1) workday**. Additional time off without pay may be granted to an employee requesting it. The Employee shall use vacation or personal days if pay is requested for those additional days.

(C) **Short Term Military Leave.** Except as otherwise provided herein, any Employee covered by the terms of this Policy who is a member of the reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted a leave of absence, pursuant to law, without loss of pay (determined as the difference between military pay and Employee's regular pay), for the period of activity and shall suffer no loss of seniority rights. Employees who are called upon for **two (2) weeks** active duty training may take a leave of absence without pay or take the option of using their accrued vacation time.

(D) **Discretionary Leave.** Employer shall comply with the terms of the Federal Family and Medical Leave Act and all requirements thereof. Notwithstanding the foregoing, Employees covered by the terms of this Policy may be granted, upon written request, a Discretionary Leave of Absence, without pay, not to exceed a period of **one (1) year**, after authorization from the Village President.

(E) **Maternity Leave.** A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the Employee's Committee Chairman or Village President, setting forth a date each leave is to begin, as soon as that date can be determined by the Employee and her physician. Upon receiving a physician's report, the Village shall transfer the Employee to a suitable position to eliminate possible injury to the fetus and Employee. Return to work shall be as soon as possible after delivery, as permitted by a signed release by the Employee's physician. Each leave shall be without pay unless Employee utilizes accrued vacation, sick leave, and/or personal days.

(F) **Injury Leave.** The provisions of **5 ILCS 345/1** shall cover an Employee who sustains injuries or illness arising out of and in the course of his employment. No employee shall lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Policy. Employees on injury leave may be returned to light duty, if able to perform the work and placed at the discretion of the Village President.

(G) **Sick Leave.** Sick leave is provided to protect employees and their families against loss of income due to illness or disability.

Sick days shall be earned at the rate of **eight (8) hours** for every calendar month worked with maximum accruable amount not to exceed **thirty (30) days**.

Sick leave applies to an employee's illness, not that of a relative or dependent. Any Employee requesting a day of sick leave shall notify the Village Secretary or the Village President, on the same day if possible, so the Village may maintain an accurate record of sick leave. Abused or unreported sick leave absences from duty are considered sufficient causes for disciplinary action or dismissal.

When an Employee is absent due to sickness the Village may request verification of sickness from a doctor.

Sick leave can be used for necessary medical, dental, and optical appointments.

A physician's written work release may be required any time an Employee sustains an injury before that Employee is allowed to return to work.

(H) **Payment of Unused Sick Leave.** If an Employee quits or is terminated prior to being employed for **fifteen (15) years** of service, all accumulated sick leave days are lost.

If an Employee quits or is terminated after **fifteen (15) years** of service, the Village will pay **one-half (1/2)** of accumulated sick leave days to a maximum of **fifteen (15) days** of pay.

Upon retirement the Village will pay for a maximum of **thirty (30) days** of accumulated sick leave days.

(I) **Jury Duty Leave.** Any Employee requested to serve as a juror shall be given time off with pay. The Employee's pay shall be based on the difference of the juror's pay from the Employee's regular rate of pay he would have received if he had worked. It shall be the responsibility of the Employee to provide the necessary information to the Village Secretary so the proper adjustments can be made to the Employee's pay. If an Employee spends less than **one-half (1/2) day** at jury duty, the Employee shall report to work the remainder of that work day.

(J) **Election Time Off.** Each Employee shall be allowed **one-half (1/2) hour** off with pay to exercise their right to vote in the election held in the Village.

11-1-11 HOLIDAYS AND PERSONAL DAYS.

(A) **Holidays.** The following days shall be recognized and observed as paid holidays:

New Year's Day (Jan. 1)	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day (July 4)	Christmas Day

If a holiday falls on a Sunday, the following Monday shall be observed. A holiday which falls on a Saturday will be observed on the preceding Friday. If an Employee has to work on a scheduled holiday the Employee will take a day off the week before or after the holiday. The Employee shall notify the Village Secretary and Department head the day the Employee chooses to take for the holiday on which he worked. Employees will not be allowed to accumulate holidays for future use.

(B) **Personal Days.** All full time Employees shall receive **three (3) personal days** after **one (1) full year** of employment. Personal days are non-accumulative and must be used during the calendar year received. Personal days are not payable upon termination of employment. Partial personal days will be permitted with a **two (2) hour** minimum deduction for each request.

11-1-12 VACATION.

(A) **Vacation Earned.** All full time Employees shall work **one (1) year** before any vacation is earned. Vacation shall be granted on a pro-rata basis on any period of time after the Employee's **one (1) year** anniversary until the beginning of the next calendar year (January 1).

(B) **Vacation Period.** All Employees' vacation year shall be from **January 1** to, and including, **December 31**. Prior to **January 1** of each calendar year, Employees entitled to vacation shall establish, as soon as possible, with the Village Secretary or Village President, a working schedule for vacation periods. In determining vacation schedules, seniority will be respected as to the time of taking his vacation insofar as the needs of the Village may permit and must be approved by the Committee Chairman or Village President. All vacation requested should be reported to the Village Secretary or Village President, so the Village can maintain an accurate vacation schedule. Vacation shall be taken in **one (1) hour** or more increments for ease of bookkeeping.

(C) **Vacation Schedule.**

After **one (1) full year** employment – **Forty (40) hours**
After **three (3) full years** employment – **Eighty (80) hours**
After **ten (10) full years** employment – **One hundred twenty (120) hours**
After **twenty (20) full years** employment – **One hundred sixty (160) hours**

(D) **Unused Vacation Compensation.** All vacation earned must be taken by Employee and no Employee shall be entitled to vacation pay in lieu of vacation taken; except, however,

any Employee who has quit, been discharged, or laid off shall be entitled to the vacation pay earned, only on a pro-rata basis for that calendar year.

(E) **Vacation Carry Over.** Employees are encouraged to use all vacation given in the calendar year for which it was earned. In the event an Employee is unable to take all the earned vacation in a given year, the Employee shall be allowed to carry no more than **eighty (80) hours** of earned vacation over into the next year. Under no circumstances will the Employee be allowed to carry more than **eighty (80) hours** earned vacation into the next year. Any earned vacation in excess of **eighty (80) hours** on **December 31** of the present year shall be forfeited without compensation. (Ord. No. 545; 07-31-17)

11-1-13 REPORTING LEAVE OR VACATION. All vacation taken and any leave granted shall be reported to the Village Secretary within **eight (8) working hours** upon commencement of such time or leave taken. Failure to do so may result in disciplinary action taken against the Employee and could further result in termination of employment with the Village.

The Village Secretary shall be responsible for keeping an accurate accounting of all vacation, overtime, sick leave, and any other leave granted. The Village Secretary shall provide to the Village President and Personnel Committee Chairman a monthly report of the above information.

11-1-14 INSURANCE.

(A) **Hospitalization.** The Employer currently makes available a basic hospitalization and dental insurance program covering all full time Employees and their dependents. The Employer pays **seventy-five percent (75%)** of the cost of the monthly premium for single coverage and **fifty percent (50%)** of the cost of the monthly premium for family and/or Employee spouse coverage for the Employee and Employee's dependents.

(B) **Life Insurance.** The Employer currently supplies each Employee covered by the terms of this Policy with **Ten Thousand Dollars (\$10,000.00)** of Term Life insurance.

11-1-15 GENERAL PROVISIONS. The Employer agrees to pay reasonable expenses for inoculations or immunizations for an employee as required by County, State or Federal Agencies and for members of an Employee's family when such becomes necessary as a result of said Employee's exposure to contagious diseases in the line of duty.

11-1-16 SUBSTANCE ABUSE TESTING.

(A) **Statement of Village Policy.** It is the policy of the Village that the public has the right to expect persons employed by the Village to be free from the effect of drugs and alcohol. The Village, as the Employer, has the right to expect its Employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as to not violate any established rights of the Employee.

(B) **Prohibitions.** An Employee shall be prohibited from:

- (1) consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on Village premises or job sites, including all Village buildings, properties, vehicles, and the Employee's personal vehicle while engaged in Village business, except as required in the line of duty;
- (2) illegally selling, purchasing, or delivering any illegal drugs or alcohol, except as required in the line of duty;
- (3) being under the influence of alcohol or illegal drugs during the course of the work day;
- (4) failing to report in writing to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

(C) **Drug and Alcohol Testing Permitted.** Where the Village has reasonable suspicion to believe that an Employee is then under the influence of alcohol or illegal drugs during the

course of the work day, the Village shall have the right to require the Employee to submit to alcohol or

drug testing as set forth in this Policy. The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for persons seeking employment as police Employees prior to their date of hire.

(D) **Request to Submit to Testing.** At the time an Employee is requested to submit to testing authorized by this Policy, the Village shall provide the Employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing shall subject the Employee to discipline.

(E) **Tests to be Conducted.** In conducting the testing authorized by this Policy, the Village shall:

- (1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuses (NIDA);
- (2) insure that the laboratory or facility selected conforms to all NIDA standards;
- (3) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No Employee covered by this Policy shall be permitted at any time to become a part of such chain of custody;
- (4) collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Employee;
- (5) collect samples in such a manner as to preserve the individual Employee's right to privacy, insure a high degree of security for the sample and its freedom from alteration. Employees shall not be witnessed by anyone when submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the Employee has attempted to compromise the accuracy of the testing procedure;
- (6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the Employee's own choosing, at the Employee's own expense; provided the Employee notifies the proper official within **seventy-two (72) hours** of receiving the results of the tests;
- (8) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understanding expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the Employee's interests;
- (9) require that with regard to alcohol testing, for the purpose of determining whether the Employee is under the influence of alcohol, test results showing that an alcohol concentration of **.03** or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purposes of this Article;

- (10) provide each Employee tested with a copy of all information and reports received by the Village in connection with the testing and the results thereof upon written request by the Employee;
- (11) insure that no Employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pending of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

(F) **Right to Contest.** The Employee shall have the right to file a grievance concerning any testing permitted by this Policy contesting the basis for the request to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Policy. Such grievances shall be commenced at Step 2 of the grievance procedure.

(G) **Discipline.** Abuse of drugs by any Employee or a finding that an Employee is under the influence of alcohol during the workday shall be cause of discipline, including termination. While all such disciplinary issues shall be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for requesting an Employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Policy.

Any time an Employee testing positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, the Employee will be subject to disciplinary action at the sole discretion of the Village Board.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects, which interfere with the Employee's ability to perform his normal duties, may be temporarily reassigned to other more suitable duties.

ARTICLE II – DRUG FREE WORK FORCE POLICY

11-2-1 **DRUGS TO BE TESTED FOR.** When drug and alcohol screening is required under the provisions of this Policy, a urinalysis test will be given to detect the presence of the following drug groups:

- (A) Alcohol (ethyl)
- (B) Amphetamines (e.g., speed)
- (C) Barbiturates (e.g., Amobarbital, Butobarbital, Phenobarbital, Secobarbital)
- (D) Cocaine
- (E) Methaqualone (e.g., Quaalude)
- (F) Opiates (e.g., Codeine, Heroin, Morphine, Hydromorphone, Hydrocodone)
- (G) Phencyclidine (PCP)
- (H) THC (Marijuana)

11-2-2 **JOB APPLICANT TESTING; GENERAL STANDARD.** Applicants for the following classes will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment:

- (A) Safety-sensitive position;
- (B) Positions associated with confidential matter;
- (C) Positions in which drugs or treatment may be administered; and
- (D) Positions which require vehicular operation.

11-2-3 **CURRENT EMPLOYEE TESTING; GENERAL STANDARD.** The Village may require a current Village employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- (A) a pattern of abnormal or erratic behavior;
- (B) information provided by a reliable and credible source;
- (C) a work-related accident;
- (D) direct observation of drug or alcohol use; or
- (E) presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head and Mayor's office.

11-2-4 **SUPERVISOR TRAINING.** The Village shall endeavor to enlist supervisory personnel in a program of training in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use.

11-2-5 **PRIOR NOTICE OF TESTING POLICY.** The Village shall provide written notice of its drug and alcohol testing policy to all employees and job applicants. The notice shall contain the following information:

(A) the need for drug and alcohol testing;

- (B) the circumstances under which testing may be required;
 - (C) the procedure for confirming an initial positive drug test result;
 - (D) the consequences of a confirmed positive test result;
 - (E) the consequences of refusing to undergo a drug and alcohol test;
 - (F) the right to explain a positive test result and the appeal procedures available;
- and
- (G) the availability of drug abuse counseling and referral services.

11-2-6 **CONSENT.** Before a drug and alcohol test is administered, employees and job applicants will be asked to sign a consent form authorizing the test, the method of obtaining a specimen, and permitting release of test results to those Village officials with a need to know. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the Village's drug testing policy and to indicate current or recent use of prescription or over-the-counter medication.

The consent form shall also set forth the following information:

- (A) the procedure for confirming an initial positive test result;
- (B) the consequences of a confirmed positive test result;
- (C) the right to explain a confirmed positive test result and the appeal procedures available; and
- (D) the consequences of refusing to undergo a drug and alcohol test.

11-2-7 **REFUSAL TO CONSENT; APPLICANTS.** A job applicant who refuses to consent to a drug and alcohol test will be denied employment with the Village.

11-2-8 **REFUSAL TO CONSENT; EMPLOYEES.** An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action up to and including termination. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

11-2-9 **CONFIRMATION OF TEST RESULTS.** An employee or job applicant whose drug test yields a positive result shall be given a second test using a gas chromatograph/mass spectrometry (GC/MS) test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.

If the second test confirms the positive test result, the employee or applicant shall be notified of the results in writing by the appropriate department head or designee. The letter of notification shall identify the particular substance found and its concentration level.

An employee or applicant whose second test confirms the original positive test result may, at the employee's or applicant's own expense, have a third test conducted on the same sample at a laboratory selected by the Village.

11-2-10 **THE RIGHT TO A HEARING.** If an employee's positive test result has been confirmed, the employee is entitled to a hearing before any disciplinary action may be taken by the Village. The employee must make a written request for a hearing to the appropriate department head or designee within **five (5) days** of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them. The hearing officer shall be a designee of the Mayor.

No adverse personnel action may be taken against an employee based on a confirmed positive drug test result unless the hearing officer finds by a preponderance of the evidence that:

- (A) the employee's supervisor had reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job; and
- (B) the employee's drug test results are accurate.

Within **ten (10) days** following the close of the hearing, the hearing officer shall issue a written decision and a brief summary of the facts and evidence supporting that decision.

11-2-11 **MANDATORY EAP REFERRAL.** Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the Village shall refer the employee to an Employee Assistance Program for assessment, counseling, and rehabilitation. Participation in an EAP is voluntary and no disciplinary action may be taken against an employee for failure to begin or complete an EAP program. Disciplinary action based on a violation of the Village's drug and alcohol policy is not automatically suspended by an employee's participation in an EAP and may be imposed when warranted.

11-2-12 **CONFIDENTIALITY OF TEST RESULTS.** All information from an employee's or applicant's drug and alcohol test is confidential and only those with a need to know are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

11-2-13 **PRIVACY IN DRUG TESTING.** Urine samples shall be provided in a private restroom stall or similar enclosure. The designee of the Village shall be authorized, and applicants and employees agree to allow viewing while providing the sample. All efforts will be made by the Village to reduce any embarrassment on part of designee, applicant, or employee. As an alternative unsupervised specimen may be obtained at the testing facility. Employees and applicants will be given hospital gowns to wear while they are providing test samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

11-2-14 **LABORATORY TESTING REQUIREMENTS.** All drug and alcohol testing of employees and applicants shall be conducted at medical facilities or laboratories selected by the Village. To be considered as a testing site, a medical facility or labor must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the Village in selecting a testing facility include:

- (A) testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering;
- (B) methods of analysis which insure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
- (C) chain-of-custody procedures which insure property identification, labeling, and handling of test samples; and
- (D) retention and storage procedures which insure reliable results on confirmatory tests of original samples.

ARTICLE III – EQUAL EMPLOYMENT POLICY

11-3-1 **ADOPTION OF CODES.** The Village hereby declares to uphold, defend, enforce, and advocate for all laws related to Equal Employment Opportunity including, but not limited to, the following:

(A) **Title VI of the Civil Rights Act of 1964** which prohibits discrimination in the participation in or benefits of programs or activities receiving federal financial assistance on the basis of race, color, or national origin.

(B) **Title VII of the Civil Rights Act of 1964** which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges and conditions of employment.

(C) **Title IX of the Education Amendments of 1972** which prohibits discrimination in federally assisted education programs.

(D) **The Equal Pay Act of 1963** which covers all employees who are covered by the Fair Labor Standards Act. The Act forbids pay differentials on the basis of sex.

(E) **The Age Discrimination Act of 1967** which prohibits discrimination because of age against anyone between the ages of **forty (40)** and **sixty-five (65)**.

(F) **Federal Executive Order 11246** which requires every contract with federal financial assistance to contain a clause against discrimination because of race, color, religion, sex, or national origin.

(G) **Section 504 of the Rehabilitation Act of 1973 and DOL Implementing Regulations at 29 CFR 32** which prohibits any discrimination based on disability.

(H) **Section 167 of JTPA and the U.S. DOL Regulations at 29 CFR Parts 31 and 32** which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination on the basis of race, color, or national origin, under any program or activity receiving Federal financial assistance from the Department of Labor.

(I) **Chapter 68, Article I, Section 17-19 of the Illinois Constitution** which prohibits discrimination based on race, color, creed, national ancestry, disability, and sex in the hiring and promotion practices of any employer.

(J) **The Americans with Disabilities Act of 1990** which prohibits any discrimination against qualified individuals with disabilities on the basis of their disability.

11-3-2 **NON-DISCRIMINATORY PRACTICES.** The Village will assure non-discriminatory employment practices in recruitment advertising, employment, placement, layoff or termination, promotion, demotion or transfer, rate of pay or other forms of compensation and use of facilities.

11-3-3 **CONTRACTING WITH NON-COMPLAINTS.** The Village will not contract with other agencies, banks, businesses, vendors, etc., who practice or establish a pattern of discrimination based on sex, color, race, religion, age, national origin, political affiliation or belief.

(A) The Village will incorporate into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary of Labor or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisement for employees places by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- (3) In the event of the contractor's noncompliance with the Equal Opportunity Clause or with any of the said rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts.
- (4) The contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each such subcontractor or vendor.

11-3-4 OUTREACH TO ALL. The Village assures that it will actively provide nondiscriminatory outreach, selection, and service to all individuals.

11-3-5 MINORITY HIRING. Efforts will be made to hire minority individuals for all job categories so that minority employment in all categories of the work force will represent a proportionate share of minority populations in the Village as well as surrounding areas.

11-3-6 ACCOMMODATIONS FOR DISABLED. The Village will provide accommodations to the best of its ability for employees with disabilities, contingent on budget and structural limitations.

11-3-7 COMPLIANCE BY EMPLOYEES. All Village employees are expected to adhere to the above policy and to work actively for its implementation both internally and in carrying out Village program activities.

11-3-8 DESIGNATED ENFORCERS. The Village designates the Mayor and the Village Board to carry out the EEO/AA plan.