

**AGREEMENT BETWEEN**

**ILLINOIS COUNCIL OF POLICE**

**AND**

**VILLAGE OF MAYWOOD**

**SERGEANT CHAPTER**

**May 1, 2024 - April 30, 2027**

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## **AGREEMENT**

This Agreement is entered into by and between the VILLAGE OF MAYWOOD, ILLINOIS, (hereinafter called the "VILLAGE") and the ILLINOIS COUNCIL OF POLICE (hereinafter called the "UNION").

### **ARTICLE I- RECOGNITION AND REPRESENTATION**

#### **Section 1.1 Recognition of Representative Unit as Agent with Respect to Wages.**

The VILLAGE recognizes the UNION as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for employees classified as "POLICE SERGEANTS".

#### **Section 1.2. Union Membership.**

The VILLAGE does not and will not object to UNION membership by its employees. For the purpose of this section and this Agreement, an employee shall be considered to be a member of the UNION if he/she tenders the dues required, as well as a signed dues and membership authorization card to the appropriate UNION personnel.

### **ARTICLE II - DEDUCTION OF UNION DUES AND MAINTENANCE OF MEMBERSHIP**

#### **Section 2.1. Deduction and Payment of Union Dues.**

Dues shall be deducted by the VILLAGE and paid to the UNION in accordance with the amount stated in the respective signed dues deduction authorization card(s) or set by the UNION submitted to the employer by the employee.

#### **Section 2.2. Indemnification.**

The UNION shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any action taken by the VILLAGE for the purpose of complying with the provisions of the Article provided that the Village does not initiate or prosecute any claim or demands.

### **ARTICLE III - NO DISCRIMINATION**

Neither the VILLAGE nor the UNION shall discriminate against any employee because of race, creed, color, national origin, sex, UNION activity, disability, sexual orientation, or other protected basis.

### **ARTICLE IV - MANAGEMENT RIGHTS**

The VILLAGE shall retain the sole right and authority to operate and direct the affairs of the VILLAGE and the Maywood Police Department (hereinafter called the "Police Department") in all its various aspects including (but not limited to) all rights and authority exercised by the VILLAGE prior to the execution of this Agreement, except as modified in the Agreement.

Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Police Department or by other employees of the VILLAGE, to assign and transfer employees; to hire, promote, demote, suspend, discipline for just cause, or discharge

for just cause, or relieve employees due to lack of work or for other legitimate reasons; to establish job positions and classifications; to make and enforce reasonable rules and regulations; to change methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

Inherent management functions, prerogatives and policy-making rights, whether listed above or not, which the Village has not expressly restricted by a specific provision of this Agreement are not in any way directly or indirectly subject to the grievance and arbitration procedures contained herein.

## **ARTICLE V - CONDUCT OF DISCIPLINARY INVESTIGATION**

The parties agree that this Article is intended to supplement the provisions of the Peace Officers Disciplinary Act, not to replace it.

### **Section 5.1.**

Whenever a sergeant covered by this Agreement is the subject of a disciplinary Investigation, the interrogation will be conducted in the following manner:

### **Section 5.2.**

The interrogation of the sergeant other than in the initial stage of the investigation shall be scheduled at a reasonable time preferably while the sergeant is on duty, or if feasible, during daylight hours.

### **Section 5.3.**

Prior to an interrogation, the sergeant under investigation shall be informed of the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is taken all questions directed to the sergeant under investigation shall be asked by and through one interrogator.

### **Section 5.4**

No anonymous complaint, on its own merit, whether made by private citizens, Maywood Police Department Personnel, or representatives of other Village, County, State or Federal agencies, shall, without further investigation, result in informal interrogations or disciplinary charges of Maywood Police Sergeants covered by this Agreement.

### **Section 5.5.**

Immediately prior the interrogation of a sergeant under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.

### **Section 5.6.**

The length of Interrogation sessions will be reasonable, with interruptions permitted for personal necessities, meals, telephone calls and rest.

### **Section 5.7.**

A sergeant under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as inducement to provide information relating to the incident under investigation or for exercising any rights contained herein, provided, however, that a sergeant who has been properly advised of his *Garrity* rights may be subject to disciplinary action (for insubordination) for refusal to answer questions in a formal interrogation.

**Section 5.8.**

A sergeant under investigation will be provided, without unnecessary delay, with a copy of any written statement he has made.

**Section 5.9.**

If the allegation under investigation indicates a recommendation for separation is probable against the sergeant, the sergeant will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the sergeant, the sergeant will be given the constitutional rights concerning self- incrimination prior to the commencement of interrogation.

**Section 5.10.**

A sergeant under interrogation shall have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interrogation, and/or at the request of the sergeant under interrogation, he shall have the right to be represented by a representative of the UNION. The interrogation shall be suspended for a reasonable time until representation can be obtained.

**Section 5.11. Photo dissemination.**

No photo of a sergeant under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Chief of Police or Fire and Police Commission.

**Section 5.12. Compulsion of Testimony.**

The VILLAGE shall not compel a sergeant under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation.

**Section 5.13. Remedy.**

Violations of this article will be subject to the grievance procedure where the proposed discipline is for suspension of less than five (5) days; where the proposed discipline is suspension of five (5) days or more or termination, violations of this article shall be resolved by the Police and Fire Commission. If for any reason, the Police and Fire Commission refuses to entertain arguments or evidence of alleged violations of this Article, the officer may pursue remedies for such violations through the grievance procedure.

**Section 5.14. Department Investigations.**

All Village and/or Police Department investigations of Maywood Police Sergeants who are accused of misconduct or violations of Village ordinances or Police Department rules and regulations shall be limited to; unless extended as provided for, sixty (60) calendar days from the dates such investigations are initiated to the dates that charges are formally filed or such investigations are terminated without charges being filed by the Chief. At the end of 60 days, any investigatory findings shall be disclosed to the Officer under investigation. However, the 60-day time limit may be extended on a day-for-day basis to reflect any days that the Sergeant under investigation was not working for reasons of absenteeism, vacation, sickness, disability, bereavement or other normally recognized reasons for absence.

The sixty (60) day period may be extended for good cause in thirty (30) day increments by the Chief. Any thirty (30) day extension shall be made prior to the expiration of this period or each and every thirty (30) day extension and shall be documented by a memo signed by the Chief or his designee. Investigations shall be initiated by the Chief within thirty (30) days after a department officer above the

rank of sergeant gains knowledge of the facts or allegations giving cause to initiate the investigation.

#### **Section 5.15. Suspension or Discharge.**

Prior to any suspension or discharge being sought or imposed, the Chief will present the employee and UNION with written notice of charges describing the basis for discipline, after service of the charges, the UNION and employee will have an opportunity to meet with the Chief and be heard prior to discipline being sought or imposed. After that meeting, the Chief will issue written notice of his/her determination. Once notice of determination is served, the UNION has ten (10) calendar days to elect whether it wishes to proceed before the BFPC or via the contractual grievance process. Disciplinary grievances will begin at the VILLAGE manager step.

Should the UNION choose to proceed via the grievance process, discipline will be immediately imposed on the employee and the employee will be deemed to have waived his/her right to proceed before the BFPC. Under all circumstances, an employee can demand to be heard by the BFPC. If an employee elects to be heard by the BFPC, he/she waives the right to be heard via the grievance process. In no case will any employee be allowed to proceed before both an arbitrator and the BFPC with regard to the same matter.

### **ARTICLE VI – GRIEVANCE PROCEDURE**

#### **Section 6.1. Definition of Grievance.**

A "grievance" is defined as a complaint arising under and during the term of this Agreement raised by the Union or an employee as to himself against the Village involving an alleged violation, misinterpretation or misapplication of an express provision(s) of this Agreement.

The parties agree that the UNION may file joint and/or class action grievances on behalf of more than one or all members.

#### **Section 6.2. Grievance Procedure.**

Recognizing that grievances should be raised and settled promptly, a grievance must be presented in writing within ten business days of the discovery of the occurrence of the event first giving rise to the grievance. The grievant shall respond at the stage the grievance was initiated. A grievance shall be processed as follows:

- a. Any sergeant deeming himself aggrieved shall first discuss his grievance with the sergeant's immediate supervisor who responds in writing within seven (7) calendar days.
- b. If a satisfactory resolution of his grievance is not achieved by such discussion with the sergeant's immediate supervisor, the grievant is authorized to confer with the Deputy Chief with respect thereto, who then responds in writing within seven (7) calendar days.
- c. If a satisfactory resolution of his grievance is not achieved by such discussion with the Deputy Chief, the grievant is authorized to confer with the Chief of Police with respect thereto, who then responds in writing within seven (7) calendar days.
- d. If a satisfactory resolution of the grievance is not reached through such a conference with the Chief of Police, the grievant upon reasonable notice, is authorized to confer with the VILLAGE Manager and to seek relief from him, with respect to his grievance, who then responds in writing within ten business days. Time may be extended upon mutual agreement.

- e. **Mandatory Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to Mandatory Arbitration by giving written notice to the Manager within twenty-one (21) calendar days after receipt of the Manager's decision or within twenty-one (21) days of when the Manger's decision was due. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who have a business office in Illinois, Indiana, or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union shall have the right to alternately strike one (1) name at a time from the panel, with the Union striking first. The person remaining shall be the arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him, and his award shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The cost of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the VILLAGE and the UNION.

- f. At any stage of the grievance procedure, the grievant may be accompanied and represented by the UNION and/or its legal representative.
- g. All grievance discussions and investigations shall take place in a manner that does not interfere with VILLAGE operations.

No sergeant may refuse to sign for receipt of the document explaining the charges and investigative response to a complaint even when the sergeant decides to go forward with a grievance.

### **Section 6.3. Investigation and Discussion.**

- a. In a matter concerning reprimands or disciplinary action instituted by the Chief of Police shall furnish, at least five (5) days prior to such hearings: (1) the names of all witnesses who may be called by the Chief to testify, and (2) a sufficiently specific statement of the charges and the alleged facts leading to the charges to enable the sergeant to prepare his defense.
- b. In all matters of formal discipline including reprimands, the sergeant shall receive a specific statement of facts, or alleged facts, concerning such action.
- c. In the event the sergeant is subject to disciplinary suspension without pay by the Chief, the VILLAGE shall make no payroll deduction until a final disciplinary determination is made, if the sergeant elects to appeal the suspension.

### **Section 6.4. Police and Fire Commission.**

The parties recognize that the Board of Police and Fire Commissioners of the Village of Maywood has certain authority over employees covered by this Agreement, including but not limited to certain authority over hiring and promotions.

### **Section 6.5. Right of Representation.**

At such time as an individual raises a grievance there shall be another member of the unit or a union representative present.

## ARTICLE VII - NO STRIKES-NO LOCKOUTS

The UNION, its officers and agents, and the employees covered by the Agreement agree not to instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage or any other intentional interruption of operations. Any and all who do so shall be discharged or otherwise disciplined by the VILLAGE. The VILLAGE will not lock out any employees during the term of this Agreement as a result of a labor dispute with the UNION.

## ARTICLE VIII - WAGES AND BENEFITS

### Section 8.1. Salary Schedules.

The salary schedules effective May 1, 2019 and to be in effect for the duration of this Agreement are attached hereto as Appendix "A" of this Agreement.

Paychecks are to be available no later than 3:00 p.m. on the scheduled bi-weekly pay day.

### Section 8.2. Fringe Benefits

The fringe benefits of sergeants shall be as follows:

#### Section 8.2(a). Regular Days Off.

Regular days off are defined as any time when the sergeant is not working a regularly scheduled shift or using benefit time off.

#### Section 8.2(b). Vacations.

Effective May 1, 2019, Sergeants shall accrue paid vacation time off' according to the following schedule. The annual accrual amount totals must be used within the calendar year and no accruals above the annual accrual amount will roll over to the new year.

YEARS OF SERVICE	BI-WEEKLY ACCRUAL	ANNUAL ACCRUAL
0-3 years	4.308	112
4-6 years	5.538	144
7-8 years	6.7692	176
9 years	7.0769	184
10 years	7.3846	192
11 years	7.6923	200
12 years	8.0	208
13 years	8.3077	216
14 years	8.6154	224
15 years	8.9231	232
16 + years	9.2308	240

- Years shall be computed from January 1st through December 31st without regard to anniversary dates.

No sergeant shall be allowed to take more than one entire month off per year.

### **Section 8.2(c). Overtime Compensation.**

A sergeant shall receive time and one-half of the regular straight time hourly rate for all hours worked outside the sergeant's regularly scheduled shift. In addition, overtime shall be paid in the following manner:

1. Call back time (2 hours minimum): The foregoing minimum of two (2) hours compensation for a call back shall not be applicable where a sergeant is called back to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.
2. Holdover time (1 hour minimum): The foregoing minimum of one (1) hour compensation for a holdover shall not be applicable where a sergeant is held over to correct an error or omission which is reasonably determined by management or supervision to be one requiring correction before the sergeant's next scheduled shift.
3. Individual overtime (15 minutes increments). Training and department meetings outside of regularly scheduled duty hours (2 hour minimum). Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.
4. Training and department meetings outside of regularly scheduled duty hours (2 hours minimum).
5. Department mandated schools, training or seminars attended outside of regularly scheduled duty hours.

### **Section 8.2(d). Life Insurance and On-Duty Death Benefits.**

A term life insurance policy in the amount of \$50,000.00 shall be issued by the VILLAGE to each sergeant of the department. The VILLAGE shall pay the full cost of the insurance policy. In addition, the VILLAGE agrees to carry and maintain a One Hundred Thousand Dollar (\$100,000.00) life insurance policy for all full-time sergeants who die while on duty. Additionally, the Village agrees to continue to provide the same level of medical and hospitalization insurance to the dependent of any sergeant who dies while on duty for one (1) calendar year. Also, these on duty death benefits shall be in addition to any death benefits that may be available under State or Federal law, or from private philanthropic groups or agencies, or from the Union.

### **Section 8.2(e). Retiree Health Care.**

Upon retirement and/or pension, the VILLAGE will pay 50% of the sergeant's single coverage for medical insurance until the sergeant reaches the age which qualifies him/her for Medicare. Sergeants wishing to retire must request this benefit, if desired, no less than thirty (30) days prior to their retirement date. Retired sergeants have the option to request this benefit and must do so no less than thirty (30) days prior to the end of the fiscal year. Medical insurance premiums for the 50% insurance benefit will be paid by the VILLAGE. Any sergeant who is eligible for comparable coverage under another employer's plan (e.g., through a spouse's plan as a dependent, or through another employer of the sergeant following his retirement from the Village) shall be ineligible for this benefit, so long as he is eligible for such alternative coverage. Nothing in this Section is intended to diminish a sergeant's right to insurance benefits under the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq.

### **Section 8.2 (f). Court Time.**

The Village agrees that all full-time sergeants will be compensated for Court appearances at the minimum rate of three (3) hours of the sergeant's overtime rate of pay or compensatory time at the overtime rate of time and one half if such appearance is scheduled at a time that the sergeant would not

normally be working.

If the Court appearance is scheduled for a time when the sergeant works a full shift on the same day, either before or after the Court appearance, the three (3) hours shall be paid to him or her providing it is not during his or her regularly scheduled shift. For example, if a sergeant works third shift and has a Court appearance at 9:00 a.m., and the Court appearance ends before the regular third shift starting time, that sergeant will be paid for three hours at the overtime rate. For Court appearances that occur during a sergeant's regularly scheduled shift, there shall be no additional compensation. Also, a sergeant will be paid for only one three hour minimum rate of Court time per day. For example, if a sergeant has a 9:00 a.m. Court call on a day that he or she would not otherwise be working, and if the sergeant must return for a 1:00 p.m. Court call, he or she will be paid for the three hours for the morning call and on an hour-for-hour basis at the normal overtime rate of pay for the afternoon Court call.

**Section 8.2(g). Specialty Pay.**

Field Training officer supervisors (FTOS) will receive two (2) hours of specialty pay at the Sergeant's regular rate, or compensatory time, for each day that they are supervising the training of or actually training recruits, provided that such specialty pay shall not be included as hours worked in the calculation of overtime. Sergeants assigned to work as investigators or evidence technicians will receive four (4) hours of straight time specialty pay per month, provided that such specialty pay shall not be included as hours worked in the calculation of overtime.

**Section 8.2(h). Overtime Assignment.**

Overtime assignments shall be based on seniority, except if a particular Sergeant is assigned to a detached assignment, then the assignment may be granted to the Sergeant of lesser seniority. Any supervisory overtime must be offered to all Sergeants, by seniority, before any Command level staff member be allowed to work it.

**Section 8.3. Rescheduling of Days Off.**

A day off rescheduled as work day, provided notice of rescheduling is given less than forty-eight (48) hours prior to the sergeant's normal shift starting time of the originally scheduled day off, shall under such circumstances be paid at the rate of time and one-half. Any sergeant required to work more than 8 1/4 hours if assigned to work 8 hour shifts and 12 ¼ hours if assigned to work 12 hour shifts within a 24 hour period, shall be compensated at a rate of time and one half.

**Section 8.4. Seniority.**

Seniority shall refer to and be defined as the continuous length of service in a title classification (rank) and that being equal, time in service with the department, and that being equal, seniority shall be reestablished by a lottery conducted jointly between the parties less any adjustment due to lay-off; approved leaves of absence without pay, or other breaks in service. Seniority is to prevail only for purposes of selection of vacation, prescheduled overtime, selection of days off and shift selection. However, the Chief of Police may assign sergeants to a particular shift based on performance of the sergeants and the needs of the department. Shift assignments shall not be made for arbitrary reasons but shall be based upon demonstrable operational need. If a Sergeant believes that their shift has been changed for reasons other than operational need, they may file a grievance over the shift assignment at Step D of the grievance process.

**Section 8.5 Loss of Seniority Rights.**

Services of a sergeant shall be broken, seniority rights, if any, shall be lost and the employment relationship terminated by:

1. Resignation, discharge or retirement;
2. Non-work related illness or injury for a period in excess of one hundred eighty (180) calendar days, or absence due to injury on duty for a period in excess of twenty-four (24) months;
3. Failure to report to duty after expiration of an approved leave of absence (not to exceed one (1) month), except for FMLA leave in which case the employee may be off for a total of no more than twelve (12) weeks in a rolling 12-month period, as provided by the FMLA;
4. Absence without authorization for three (3) consecutively scheduled tours of duty;
5. Acceptance of employment, without written authorization, while on an approved leave of absence;
6. Failure to report back to work within five (5) business days after receiving notice of recall from layoff;
7. Lay-off in excess of one (1) year.

#### **Section 8.6. Seniority List.**

The Village shall prepare a seniority list for sergeants' current seniority ranking of each sergeant based on date of promotion or hire into that title. The seniority list shall become effective on the date of execution of this agreement. Both parties agree that such list shall resolve all questions of seniority affecting sergeants covered under this Agreement.

#### **Section 8.7. Mileage Reimbursement.**

Sergeants shall be paid at the applicable-IRS reimbursement rate when using their own cars for official business. No sergeant may use his or her own vehicle for police related work without prior approval of the Chief or the Chiefs designee.

#### **Section 8.8. Bereavement Leave.**

Up to three (3) days leave with pay shall be granted in the event of the death of an immediate family member residing in the Chicago Metro area. This leave is for the purpose of attending the funeral, which includes such related events as the wake or visitation, Shiva and the like. Immediate family members, for purposes of this Section, shall be interpreted to mean parent, spouse, child, brother, sister, grandparent, grandchild, spouse's grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepbrother, stepsister, stepchildren, aunt, uncle, and any other relative living in the same household including those who are civilly united. For deaths of relatives that take place more than 250 miles from the Village of Maywood, the paid bereavement leave period shall be extended to five (5) days to allow for travel time. Also, the Village agrees that regular days off and vacation days shall not be counted as bereavement days. Bereavement periods which include such regularly scheduled days off shall, upon written request by the affected Officers, be extended day for day. Bereavement leave shall be used within a consecutive seven-day period.

#### **Section 8.9. Clothing Allowance.**

Each full-time sergeant will be allowed eight hundred dollars (\$800.00) per year for clothing allowance. The allowance will be distributed directly to each sergeant on a general fund check. Four hundred dollars (\$400.00) will be distributed on the first general run in May and October. Uniform allowance is to be used for the purchase and replacement of uniforms.

### **Section 8.10. Personal Days.**

Upon completion of the first year of service as a Sergeant, the Village agrees that full time sergeants shall receive 36 hours of paid personal time per year. These personal hours can be taken at the discretion of the Sergeant for personal business. A twenty-four (24) hour notice shall be made to the Chief of Police by the Sergeant requesting to take a paid personal leave day. Also, the Village agrees that paid personal leave days may be used in conjunction with regularly scheduled days off, vacation days or on any other scheduled on duty day.

### **Section 8.11. Sergeant Compensatory Time.**

Sergeants will be given the option of taking compensatory time for all overtime earned pursuant to Article VIII, Section 8.2 (c) with the approval of the Chief or his designee, which approval shall not be arbitrarily withheld. Sergeants may not accumulate more than two hundred and forty (240) hours of compensatory time. All accrued compensatory time in excess of one hundred and twenty (120) hours shall be paid out at the last payroll in December of each year.

Sergeants may choose to cash in up to eighty (80) hours, in addition to the hours in excess of 120 hours from the previous paragraph, of their accumulated compensatory time in the form of a year-end payment to be made in conjunction with their final paycheck of the year. Sergeants electing to cash in any accumulated compensatory time up to eighty (80) hours, shall make notification to the Chief or their designee by the first of December in the year of the cash in.

Upon the death of an officer or other separation from employment, compensatory time shall be paid at the rate of time and one-half at the rate of pay at which it was earned, up to the maximum of 120 hours. Compensatory time cannot be approved for use in less than one (1) hour increments, but shall continue to be earned and paid in fifteen (15) minute increments.

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this agreement.

### **Section 8.12. Sick Leave Days.**

Upon the completion of the first year of service as a Sergeant, the Village agrees that all full time sergeants shall receive 72 hours of sick leave per calendar year. Sergeants requesting to take a sick leave day shall notify the Chief of Police at least one (1) hour prior to the start of the sergeant's shift. Up to 48 hours unused sick leave days (or 56 hours for a Sergeant who uses no sick leave during the year) will at the end of the year be bought back on a one-to-one basis to be paid in the last paycheck in December. If a Sergeant uses less than 12 hours of sick leave during the year, up to 24 hours shall be added to the following years earned paid vacation for use beginning in 2018. Any sergeant using sick leave days shall submit a written memorandum to the Chief of Police explaining the need for sick leave. The Village may require, at its expense, medical certification acceptable to the Village of the need for sick leave whenever the Village determines such certification to be necessary. Sick leave days may not be used in conjunction with any other paid leave.

### **Section 8.13. Extended Sick Leave.**

Sergeants will be permitted extended sick leave if after the exhaustion of their sick days they provide to the Chief of Police written verification from a physician that they may not be fit to return to work for an extended period of time due to illness, hospitalization, injury, or convalescent and recuperation time. Sergeants will receive up to forty-five (45) working days in a calendar year at full pay

for extended sick leave, and will receive 75% of their full pay for an additional seventy-five (75) working days in calendar year. Sergeants must receive approval by the Chief of Police or the VILLAGE Manager to use extended sick leave. (Such approval should not be withheld without just cause). In cases of line-of-duty injury/illness, use of this benefit shall run concurrent with benefits afforded under the Public Employee Disability Act and/or the Illinois Worker's Compensation Act. In the circumstance where the benefit is running concurrent with those benefits, at the employee's election, the 75% benefit will be used prior to the 100% benefit afforded by this Section.

**Section 8.14. Three-Day Weekends for Sergeants Assigned to 8 Hour Shifts.**

Sergeants assigned to work eight (8) hour days shall receive one (1) three-day weekend and (1) two-day weekend off per calendar month. Weekends will be selected first and by seniority. The sergeants have the option of selecting either a two-day or three-day weekend.

A three-day weekend is defined as either (1) Friday, Saturday and Sunday or (2) Saturday, Sunday and Monday. A two-day weekend is defined as (1) Saturday and Sunday or (1) Sunday and Monday. In months containing five (5) weekends, Sergeants shall have the right to select additional weekends off (including two-day weekends off on Friday and Saturday by seniority available for them to pick at the time of their choosing).

**Section 8.15. Uniforms.**

Any change of the uniform will be paid for by the VILLAGE and will be separate from Section 8.9.

**Section 8.16. Retired/Disabled Credentials.**

Upon any officer's retirement or disability, the VILLAGE will give to the sergeant his duty badge, shield, and I.D. card. The I.D. card, duty badge and shield will be stamped retired.

**Section 8.17. Health Care/Medical Insurance.**

Medical insurance will be provided by the VILLAGE. The Village shall pay 85% of the costs of the premium for single coverage and the Sergeants shall pay 15% of the costs of the premium. The VILLAGE shall pay 85% of the costs of the premium for dependent coverage and the Sergeants shall pay 15% of the costs for the premium. The Village reserves the right to select insurance providers. If changes to the health care/medical benefit plans are Instituted for employees not covered by this Agreement, the Village may implement those changes for the sergeants covered by this Agreement, provided, however, that sergeants shall not receive health care/medical benefits which are less favorable than those made generally available to other employees of the Village.

**Section 8.18. Deferred Payment Plan.**

For the duration of the contract the VILLAGE agrees to continue the Deferred Payment Plan.

**Section 8.19. Demotion.**

In the event that the VILLAGE reorganizes the Police Department or lays-off any employees, when such reorganization or lay-off results in demotions of any UNION members, demotions shall be conducted by inverse seniority; the last promoted shall be the first to be demoted. Re-promotion shall be conducted according to seniority; the last demoted shall be the first re-promoted.

**Section 8.20. Tuition Reimbursement and Schooling.**

The Village encourages its Sergeants to continue their formal education. The following criteria and guidelines apply:

1. Courses must be job-related or for a degree.

2. Proof of acceptance for degree must be submitted.
3. Courses must grant college level credit.
4. Courses must be taken through an accredited college or university.
5. Reimbursement may be denied if job performance is inadequate, attendance is poor or member has extensive record of sustained infractions.
6. Reimbursement will not be granted if the member is covered by veteran's benefits or other tuition abatement program.
7. Member must repay all tuition costs if voluntary or involuntary separation from the department occurs within two (2) years of completion of degree program.
8. Tuition reimbursement does not include medical school or law school.
9. Classes must be scheduled during non-duty hours.

The Village agrees to continue to pay all tuition expenses for Sergeants who are currently attending any accredited Chicago Metro Area Community College, four-year College or University or Professional School, or the correspondence or on-line divisions of such educational institutions until they complete their studies at the. College, University or Professional School they are currently attending as of November 1, 2008. All future Sergeants applying for these educational reimbursement benefits will be required to attend an Illinois State run institution of higher learning. In general, courses taken at such institutions of higher learning shall be designed to improve and advance the individual Sergeant's mastery of law enforcement issues and shall be part of a degree program either in Law Enforcement or Criminal Justice. The Village agrees to pay each Sergeant for up to two courses per-semester; meaning. tradition semesters of Fall, Spring, and Summer. Reimbursement for such educational expenses (tuition only) is limited to no more than \$2,000 per year per sergeant. Reimbursement for such educational expenses will be based upon the following grade/pay scale:

Under Graduate Studies		Graduate Studies	
Letter Grade	Percentage Paid	Letter Grade	Percentage Paid
A or B	100%	A or B	100%
C	50%	C	0%

Officers receiving a "Pass" in Under Graduate Studies in Pass/Fail courses will be reimbursed by the Village for 50% of the Sergeant's cost. There will not be any reimbursement to an Officer in Graduate Studies receiving a grade lower than "A" or "B".

Reimbursement for such educational expenses, shall require prior approval by the Chief of Police or his designee. Approval shall not be arbitrarily or unreasonably withheld. The Village agrees to make

payment to the Sergeant in a timely manner.

When the Department requires a sergeant to attend school, seminars, or other educational action on his off-duty hours, the Village shall compensate said sergeant for such hours pursuant to Article 8, Section 8.2(e) of this Agreement.

**Section 8.10 (a) Education Compensation.**

Officers covered by this Agreement shall receive the following education incentive pay upon receipt and approval of the necessary documentation (i.e., official sealed transcript), which shall be computed into the officer's hourly rate from the beginning of the pay period after the requisite degree has posted or the effective date of this contract, whichever is later:

- \$500.00 per year (\$0.24 per hour) for an Associate's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement; or
- \$650.00 per year (\$0.31 per hour) for a Bachelor's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement; or
- \$800.00 per year (\$0.38 per hour) for a Master's Degree in a Village approved program pertaining to criminal justice or related field in law enforcement.

**Section 8.21. Job Posting.**

Whenever any positions, duties or assignments become available within the bargaining unit, notice of such openings shall be posted in a conspicuous location within the Department, including the Union Bulletin Board, and all sergeants covered by this Agreement shall be eligible to bid on them. The final authority for filling such openings shall reside with the Chief of Police or his designee.

**Section 8.22. Holidays.**

Effective May 1, 2018, employees on 12-hour shifts covered by this agreement will receive eight (8) hours of holiday pay per Village holiday. Holiday pay shall be included in the regular pay check following the holiday. Employees who work on a holiday that is a regularly scheduled work day shall be paid at the rate of 1 ½ times their regular hourly rate for all hours worked on the holiday, If an employee works on a holiday, when not regularly scheduled to do so, the sergeant will be paid at a rate of two times their regular rate for the hours worked on the holiday. The Village will appropriate for Holiday Pay, along with other elements of pensionable salary, of all Sergeants in its annual appropriations ordinance and budget.

Holiday Pay shall be paid for the following holidays:

New Year's Day	Memorial Day
Martin Luther King Day	Independence Day
President's Day	Labor Day
Good Friday	Thanksgiving
Friday After Thanksgiving	Christmas Day

Sergeants will also receive Holiday Pay for any other holidays declared or observed by the Village.

If an employee uses sick time on any of the above-named holidays, that employee will only be paid straight time on the next regularly scheduled holiday (s)he works.

**Section 8.23. Supervisory Skills Certification.**

Effective May 1, 2018, all Sergeants currently in the bargaining unit will receive \$900 added to base pay (\$0.41 per hour) added to base wages. For Sergeants promoted after May 1, 2018, Sergeants will receive \$600 (\$0.28 per hour) added to their base pay following successful completion of the designated 40-hour First Line Supervisory Skills Program conducted by NEMRT (or some other similar training as designated by management). That amount will be raised to \$900 upon completion of three-years' service as a Sergeant. Newly promoted Sergeants will be sent to the next reasonably available qualifying supervisory skills course.

**Section 8.24. Administrative Specialist Time.**

Effective May 1, 2018, during each calendar year, each Sergeant will receive 12 hours of paid Administrative Specialist Time ("AST"). AST must be taken each calendar year or it will be forfeited. AST may not be used on a designated holiday.

**ARTICLE IX - WORKING CONDITIONS**

**Section 9.1. Vehicle Safety.**

Unsafe vehicle equipment shall be checked (inspected) by the certified Mechanic and same shall be subject to the grievance procedure; if brakes, steering, front end and/or wheels are unsafe, the sergeant may refuse to drive such vehicle.

**Section 9.2. Expungement of Personnel File**

The Village agrees to follow State Law concerning retention of documents regarding personnel files.

**Section 9.3. Drug Screening.**

The sergeants and the VILLAGE agree to adhere to the Substance Abuse Testing Procedure stipulated in Appendix "B".

**Section 9.4. Light Duty.**

The Village may require an employee who is on sick leave or Worker's Compensation leave to return to work in an available light duty assignment that the employee is qualified to perform (or the employee may request to do so), provided the treating physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months. The Village reserves the right to specify the anticipated duration of the light duty assignment in advance where it is expected to be of less than six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, or if the need for light duty is exhausted or if the employee's performance in the light duty assignment is unsatisfactory, the Village retains the right to return the employee to disability leave (or to utilize appropriate discipline in the event of unsatisfactory performance).

Nothing herein is intended to infringe on the Village's discretion to create or not create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the

Village determines that the need exists and only as long as such need exists. However, Sergeants assigned to light duty will not be required to perform any work for any department other than the Village of Maywood Police Department.

Nothing in this Section shall affect the statutory rights of the employee or Pension Board in dealing with an employee on a disability pension. An employee's right to benefits under the Public Employee Disability Act ("PEDA"), 5 ILCS 345/1, shall be tolled by any period on light duty (for example, a PEDA-eligible employee on disability leave who comes back to work on light duty after two (2) months of PEDA leave, but then after three months on light duty, is returned to PEDA leave, will still have ten (10) more months of PEDA benefits available).

**Section 9.5. Bargaining Unit Security.**

Police officers, or other personnel employed by the Village shall not be used as permanent replacements for sergeants but may be used as temporary replacements on a short-term basis not to exceed ninety (90) days as need is determined by the Police chief.

**Section 9.6. Residency.**

All employees shall reside within fifteen (15) miles of the border of the Village, or corporate limits of a municipality whose borders are within fifteen (15) miles of the border of the Village.

**Section 9.7. Permanent Shifts.**

Effective the first full pay period in May of 2018, all sergeants shall be scheduled to work 84 hours per fourteen days. Sergeants, other than those assigned to investigations or other specialty positions, will work in one of four "platoons." Platoons shall be numbered A, B, C, and D. Each October, the sergeants shall bid, in order of seniority, on which platoon they will be assigned. Assuming there are eight sergeants, two sergeants shall be assigned to each platoon. Sergeants shall be compensated at straight time for up to 84 hours of regularly scheduled work. Any hours worked outside of their regularly scheduled shifts shall be paid at the applicable overtime rate. When using benefit time, sergeants will use up to 84 hours per two (2) weeks.

Platoons A and C shall work from 0700 hours through 1900 hours. Platoons B and D shall work from 1900 hours through 0700 hours. In a two-week work period, Platoons A and B will work (starting on a Monday) as follows: two days on, two days off, three days on, two days off, two days on, and three days off. In a two-week work period, Platoons C and D will work (starting on a Monday) as follows: two days off, two days on, three days off, two days on, two days off, and three days on. The cycle shall repeat going forward.

Sergeants assigned to investigations shall work 84 hours per fourteen days. Normally, they will work four ten-hour days per week and work an additional four hours per two weeks (flex time at the detective sergeant's discretion).

**ARTICLE X – INDEMNIFICATION**

**Section 10.1. Legal Representation.**

Sergeants shall have legal representation provided by the employer in any civil cause of action brought against a Village sergeant acting within the scope of his Village employment. The employer will have the exclusive right to determine such legal representation. In cases where a conflict of interest may

arise between the legal representation of both the employee and the employer, the employer will make arrangements for separate legal representation of the parties. The employee may elect to waive legal representation by the employer.

**Section 10.2. Cooperation.**

Sergeants shall be required to cooperate with the employer during the course of the investigation, administration or litigation of any claim arising under this Article, provided that the Sergeant's cooperation, shall not be deemed as or constitute a waiver of any of the Sergeant's rights, privileges or immunities under the provision of the U.S. Constitution, Illinois Constitution, Federal, State or local statutory or common law.

**Section 10.3. Applicability.**

The employer will provide legal representation as set forth in Section 10.1 above so long as a sergeant is deemed as having acted within the scope of his Village employment and where the employee cooperates in his representation of the matter with the Employer or appointed legal representative in defense of the action or claims.

**ARTICLE XI - PSYCHOLOGICAL REVIEW**

**Section 11.1. Fitness for Duty.**

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense (to the extent not otherwise paid for by insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed physician, psychologist and/or other appropriate medical professional selected by the Employer. As part of any fitness examination required by the Village following a layoff or leave of absence, the Employer may, with or without cause, require employees to submit to a urinalysis test and/or other appropriate drug testing. the results of which shall be provided to the Village for appropriate action.

No employee shall be requested or required to undergo psychological, psychiatric or physiological testing unless the Chief of Police has reasonable cause to believe the employee is then unfit for duty. Basis for the reasonable cause shall be set forth in writing to the employee at the time the employee is ordered to undergo such testing. Employee shall have the right to UNION representation when being informed of the need for testing, and shall have the right to secure similar testing at their own expense from psychiatrists, psychologists or physicians of their own choosing. The employee shall be given a copy of any and all information, reports and opinions that arc provided the Village as a result of such testing.

**ARTICLE XII – SECONDARY EMPLOYMENT**

**Section 12.1. Request for Secondary Employment.**

A sergeant's request for permission to engage in secondary employment must be submitted to the Chief of Police or his designee and approved prior to commencement of such employment by the sergeant. The Chief of Police or his designee will either approve or reject the request within ten (10) business days of submission. Requests will not be unreasonably denied. The duties and obligations of the Maywood Police Department will take priority over any other employment. Engaging in or continuing to engage in secondary employment without prior approval of the Chief of Police will result in disciplinary action up to and including a recommendation for termination.

**Section 12.2. Short Term Secondary Employment.**

Request for permission to engage in temporary, short-term secondary employment (not to exceed five (5) days duration) which may be renewed by a written request, may be approved by the Chief of Police or Division Commander.

**Section 12.3. Prohibitions.**

Sergeants are prohibited from secondary employment in any other Federal, state, county, or municipal funded agency, which in the opinion of the Village creates the potential of a conflict of interest. Sergeants shall be strictly prohibited from working for a liquor establishment.

**ARTICLE XIII - SPECIFIC OBLIGATION OF OFFICERS**

In addition to the efficient and loyal performance of the duties assigned to them by their employment, the roles of the Department and the Chief of the Department, the Officers covered by this Agreement expressly acknowledge their obligations as management and supervisory personnel. This includes their obligation to act to enforce, protect and preserve the provisions of the Management Rights Clause of the collective bargaining agreements between the Village and its patrol officers and other Department employees; to receive, transmit and carry out the lawful orders of the Chief of the Department, and to see that the same be executed by all of the personnel of the Department who are subject to the supervision and control of these Officers; and to preserve the chain of command. The Village does not prohibit the Sergeants, as management and supervisory personnel, from joining or remaining as members of any legitimate labor organization, but it is a condition of employment in management and supervisory ranks, and each Sergeant agrees, that such Sergeant shall not act as an officer of any union or labor organization of non-management level employees, nor participate in, aid, abet or cooperate with any strike, work stoppage, slowdown or other concerted action designed to or having the effect of depriving the Village of the services of the Police Department in its mission of law enforcement.

**ARTICLE XIV - TERMINATION AND LEGALITY CLAUSES**

**Section 14.1. Savings.**

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**Section 14.2. Entire Agreement.**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated in this Agreement.

**Section 14.3. Termination.**

This Agreement shall be effective when ratified by both and from year to year thereafter until 11:59 p.m. on April 30, 2019, unless either party gives written notice to the other party of its desire to terminate this Agreement on or before March 1, 2019.

**Section 14.4. Other Conditions.**

All other working conditions, Personnel Rules and Regulations, and any other related subjects not specified by this Agreement, shall be governed by the Village of Maywood Employee Handbook Human

Resources Policies and Forms adopted by the Village in September 2022 and as amended thereafter and/or the Police Department General Orders & Rules and Regulations as amended thereafter.

UNION leaders will be invited to give input if any changes are considered in the Village of Maywood Personnel Policies affecting sergeants.


**Section 14.5. Impasse Resolution.**


Upon expiration of this Agreement the remedies for the resolution of any bargaining Impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended, with the following exceptions: (1) The parties shall select the neutral interest arbitrator from a panel of seven (7) names supplied by the PMCS, each of whom shall be member of the National Academy of Arbitrators (each party reserves the right to reject on panel in its entirety and request that a new panel be supplied); and (2) Seven (7) calendar days before the first day of the interest arbitration hearing the parties shall simultaneously exchange final offers on all issues in dispute.

Executed this 19 day of September, 2024 after receiving approval by the Village Board of Trustees and after ratification by the Union membership.

VILLAGE OF MAYWOOD

ILLINOIS COUNCIL OF POLICE


  
Nathaniel George Booker,  
Village President  
Dated: 9-19-2024

  
Alexander Dunn, President  
Dated: November 13, 2024


  
Tori-Love Garron, Village Clerk  
Dated: 9-19-2024



\_\_\_\_\_

  
Michael Babicz, ICOPS Chapter Representative  
Dated: 9/23/2024

\_\_\_\_\_

  
Jeremy Pezdek, ICOPS Chapter Representative  
Dated: \_\_\_\_\_

**APPENDIX A**

All wages are retroactive to May 1, 2024. The parties agree all current, retired, and former employees who worked during any of the applicable periods of time will receive retroactive pay for all periods worked, unless as provided otherwise pursuant to any applicable Resignation and Retirement Agreements. The Village will provide a complete calculation of retroactive pay owed to each employee/former employee within 60 days of ratification.

	<b>1-May-24</b>		<b>1-May-25</b>		<b>1-May-26</b>	
	<b>30-Apr-25</b>		<b>30-Apr-26</b>		<b>30-Apr-27</b>	
	3.25%		3.50%		3.50%	
STEPS	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
	RATE	RATE	RATE	RATE	RATE	RATE
STARTING	\$114,928.66	\$52.62	\$118,961.16	\$54.46	\$123,114.45	\$56.37
AFTER 15 YEARS	\$116,075.79	\$53.15	\$120,138.44	\$55.01	\$124,343.29	\$56.93
AFTER 20 YEARS	\$117,239.69	\$53.68	\$121,343.08	\$55.56	\$125,590.09	\$57.50

## APPENDIX B - DRUG TESTING

### PART I

#### UNIFORM TESTING PROCEDURES FOR ALCOHOL AND DRUGS

##### Section. A 1.1 Probable Suspicion Testing

In cases in which an employee is acting in an abnormal manner and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances, the Employer may require the employee (in the presence of a union shop Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The supervisors must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the shop Steward or other union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw specimens of blood and urine and release the results of the urine laboratory testing to his/her Employer's Medical Review Officer, in the case of DOT-COVERED employees, and the blood testing results to the Employer, but shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

An employee may raise an affirmative defense that the positive blood test result was attributable to the proper use of a prescription medication. If the employee raises such a defense to the Employer, at the employee's request, the Employer shall refer the employee to a qualified physician to discuss the employee's explanation for the positive blood test result. The qualified physician may decide that there is a legitimate explanation and declare the blood drug test to be negative. The employee may be required to provide evidence that a prescription has been lawfully prescribed by a physician.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In the case of a non-DOT-covered employee who is unable to provide a urine specimen after a reasonable waiting period [not to exceed one (1) hour], the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone. In DOT-covered cases, if the employee is unable to produce 30 ml of urine, he or she shall be given fluids to drink and shall remain at the collection site under observation until able to produce a 30-ml specimen, for up to eight (8) hours at the Employer's option. If still unable to produce a 30-ml specimen, the blood specimen will be forwarded to the lab for analysis, and the employee shall be referred for medical evaluation. Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under this Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

##### Section A 1.2 DOT Random Testing

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT rules under 49 CFR Part 391, Subpart H.

It is agreed that the Employer shall discontinue urine drug testing in conjunction with the DOT physical after the Employer has implemented its random urine drug testing program and is testing at the fifty percent (50%) rate.

The method of selection for random urine drug testing will be neutral so that all employees subject to testing will have an equal chance to be randomly selected.

The term "employees subject to testing" under this agreement is meant to include any employee required to have a DOT physical examination under the Department of Transportation regulations. Employees out on long term injury or disability for any reason shall be removed from the random pool.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to random urine drug testing.

#### Section A 1.3 Non-Suspicion-Based Post-Accident Testing

Non-suspicion-based post-accident testing is defined as urine drug testing as a result of an accident when the driver is issued a citation for a moving traffic violation arising from an accident. Urine drug testing will be required after accidents meeting the following conditions and drivers are required to present themselves for such testing within thirty-two (32) hours after such accident:

"Accident" means an occurrence involving a commercial motor vehicle operating on a public road which results in: (i) A fatality; (ii) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (iii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for urine drug testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible for notifying the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he or she shall not be required to submit to post-accident urine drug testing.

The Employer shall make available a urine drug testing kit and an appropriate collection site for the driver to provide specimens.

The provisions of Section A 1.6 C, Split Sample Procedures, and Section A 1.10 A, One-Time Rehabilitation, shall apply to non-suspicion-based post-accident drug testing.

#### Section A 1.4 Chain of Custody Procedures

Any specimens collected for drug testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) specimen collection procedures. At the time specimens are collected for any drug testing, the employee shall be given a copy of the specimen collection procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT regulations, it is the employee's responsibility to initial the specimens, additionally ensuring that the specimens tested by the laboratory are those of the employee. The required procedure follows:

##### **A. Blood Specimens**

For probable suspicion testing, blood shall be drawn first. The blood specimen shall be taken promptly with as little delay as possible. Immediately after the specimens are drawn, the individual test tubes shall, in the presence of the employee, be sealed and labeled and the employee has the responsibility to identify each specimen and initial same. Urine is similarly collected, sealed, labeled and initialed. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence.

The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory on the same day or on the next normal business day, by air courier or other fastest available means.

#### B. Urine Specimens -

Where urine specimens are to be provided, at least 30 ml of specimen shall be collected and placed in one (1) self-sealing, screw-capped container. Urine specimen in excess of the first (1st) 30 ml shall be placed in a second (2nd) such container. They shall be sealed, labeled and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each specimen and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The employee has the responsibility to initial the outside of the container. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means. In this urine collection procedure, urine shall be obtained directly in a wide-mouthed single-use specimen container, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initialed the bottles. At the employee's request, he or she may void directly into the two (2) self-sealing tamper-resistant urine bottles in the kit.

It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT regulations. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Company's MRO for determination as to whether another specimen should be drawn.

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT regulations as certified by the laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

#### Section A 1.5 Drug Testing Kits

##### A. Blood and Urine Sample Kits (Probable Suspicion Kits)

The contents of the blood and urine sample kits shall be as follows:

- (1) Security seals for sealing, initialing and labeling each blood vial.
- (2) Non-alcohol antiseptic swab (povidone-iodine 10%).
- (3) Holder for evacuated tube and needle.
- (4) 20 gauge x 1.5" multiple sterile .pyrogen-free needle.
- (5) One (1) sterile evacuated GRAY top blood collection tube containing 100 mg sodium fluoride and 20-mg potassium oxalate (or in the same proportion), and one (1) sterile evacuated blood collection tube without an anticoagulant, preservative - e.g., RED top tube.
- (6) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April 1994).

(7) Instructions for specimen collection.

The chain of custody form shall be completed by the hospital/clinic personnel during specimen collection and the appropriate copies for the laboratory placed with the blood and urine specimens into the transportation container. The exterior of the container must then be secured (e.g., by placing the tamper-proof Box Seal over the outlined area). If physically capable, the employee has the responsibility to initial the sealed transportation container.

B. Urine Collection Kits

The contents of the urine collection kit shall be as follows:

- (1) Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities, one of which contains a temperature reading device affixed to the outside of the container capable of registering the urine temperature specified in the DOT regulations.
- (2) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

The employee has the responsibility to initial the sealed transportation container.

- (3) Shrink-wrapped or similarly protected kits shall be used in all instances pertaining to (1) and (2) above.

Section A 1.6 Laboratory Requirements

A. Urine Testing

In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

B. Specimen Retention

All specimens deemed "positive" by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

C. Split Sample Procedure

There will be an optional split sample procedure available to all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit containing two (2) containers for the urine specimen. One container must contain at least 30 ml of urine, and urine in excess of the first 30 ml shall be placed in the second container. Both shall be sealed in the employee's presence, initialed by the employee, then forwarded to an approved laboratory for testing. If the employee is advised by the MRO that the first (1st) urine sample tested positive, in a random or post accident urine drug test, or if the urine portion of a probable suspicion test is positive after the blood tests negative, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first laboratory to another independent and unrelated approved laboratory of the parties' choice for GC/MS confirmatory testing of the presence of the drug. If the employee chooses to have the second (2nd) sample analyzed, he or she shall at that time execute a special checkoff authorization form to ensure payment by the employee. If the employee chooses the optional split sample procedure, disciplinary action can only take place after the first (1st) laboratory reports a positive finding and the second (2nd) laboratory confirms the presence of the drug. However, the employee may be taken out of service once the first (1st) laboratory reports a positive finding while the second

(2nd) test is being performed. If the second (2nd) test is positive, and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the Employer for the cost of the second (2nd) sample's analysis before entering the rehabilitation program. If the second (2nd) laboratory report is negative, the employee will be reimbursed for the cost of the second (2nd) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

#### D. Laboratory Accreditation

All laboratories used to perform urine drug testing pursuant to this Agreement must be accredited by the Substance Abuse & Mental Health Services Administration (SAMHSA).

Laboratories that have not previously been approved for blood drug testing but which desire to begin such testing, pursuant to this Agreement, must apply to the parties for approval and be added to the approved list before testing.

#### Section A 1.7 Laboratory Testing Methodology

The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmation procedures to determine whether the test is negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory relating to the drug test, and shall provide a copy to the Union.

#### A. Blood Testing

In testing blood specimens, the testing laboratory will analyze blood/serum by using gas chromatography/mass spectrometry as appropriate.

In probable suspicion testing, a "positive" finding for cannabinoids will be forensically reported under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry:

- (1) The blood/serum contains at least two (2) and up to five (5) nanograms THC/ml and at least ten (10) nanograms THC metabolites/ml.
- (2) The blood/serum contains at least five (5) or more nanograms THC/ml, regardless of the THC metabolite concentration.
- (3) The blood/serum contains twenty (20) or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

Where other Schedule I and II drugs in blood are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

All positive test results must be reviewed by the certifying scientist and certified as accurate.

#### B. Prescription and Non-prescription Medications

If an employee is taking a prescription or non-prescription medication in the appropriate described manner, he or she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

#### C. Medical Review Officer (MRO)

The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders. The MRO shall review and interpret all urine drug test results, as required by the DOT for all employees tested for drugs under this Agreement, from the laboratory and shall examine alternate medical explanations for such positive tests. Prior to the final decision to verify a positive urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee has not discussed the results of the positive urine drug test with the MRO within five (5) days after being contacted, or refuses the opportunity to do so, the MRO shall proceed with the positive verification.

### Section A 1.8 Leave of Absence Prior to Testing

#### A. Treatment Leave

An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

#### B. One (1) Leave Limit

Such leave of absence shall be granted on a one (1)-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

#### C. Testing Upon Return to Work

Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Section A 1.10 of the Appendix. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

D. Non-Application to Probationary Employees The provisions of this Section shall not apply to probationary employees.

### Section A 1.9 Disciplinary Action Based on Positive Test Results

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

A. If a laboratory, following the procedures described in Sections A.6 and A.7, reports that a urine test is positive, the employee shall be subject to discharge [except as provided in Section A 1.10].

B. The following actions shall apply in probable suspicion testing based on DOT and contractual



## A. Training

Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

## B. Testing

Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

### (1) Random Drug Tests

a. for all time at the collection site.

b. travel time.

i. for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage, and the employee is going to or from work; or

ii. for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

c. When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, or 9.5 hours the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

d. The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

e. During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random drug test.

f. If a driving employee is called at home to take a random drug test at a time when the driving employee is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

### (2) Non-Suspicion-Based Post-Accident Testing

a. In the event of a non-suspicion-based post accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time [during the thirty- two (32) hour period], the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

b. When the Employer takes a driving employee out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driving employee to return to his/her home or the public works garage in accordance with this Agreement.



0.04% BAC and above - Positive\*

\*Refer to Part II, Section 2.12, of this Appendix, for Discipline Based on a Positive Test

### Section A 2.3 Notification

All employees subject to DOT-mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

### Section A 2.4 Pre-Qualification Testing for Non-DOT Personnel

An employee who transfers from a non-DOT-covered position to a safety sensitive position, requiring DOT mandated alcohol testing, will be subject to an alcohol test as part of the pre-qualification conditions for filling such position. Employees will be advised in writing prior to transferring to a safety sensitive function as defined by DOT, that pre-qualification testing will be conducted to determine the presence of alcohol. Any employee testing positive below the state DWI/DUI limit in a pre-qualification alcohol test shall not be permitted to re-qualify for a period of one (1) year.

### Section A 2.5 Random Testing

The method used to randomly select employees for alcohol testing shall be neutral scientifically valid and in compliance with DOT regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FHWA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT alcohol testing regulations and arising from the results of all alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

### Section A 2.6 Non-Suspicion-Based Post-Accident Testing

Employees subject to non-suspicion-based post-accident alcohol testing shall be limited to those employees subject to DOT alcohol testing who are involved in an accident where there is:

- (i) a fatality, or,
- (ii) a citation under State or local law is issued to the driver for a moving traffic violation arising from the accident in which;
  - (a) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accidents or
  - (b) one or more motor vehicles incurring disabling damage as a result of the accidents requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing, after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8)

hours or until a DOT post-accident alcohol test is performed, whichever occurs first. It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT alcohol testing regulations, the Employer agrees to give each employee subject to DOT non-suspicion-based post-accident testing written notification of the procedures required by the DOT regulations in the event of an accident as defined by the DOT.

#### Section A 2.7 Substance Abuse Professional (SAP)

A\_ The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist or social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

B. The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT, exclusive of holidays and weekends. The SAP will be the only person responsible for determining, during the evaluation process, whether an employee will be directed to a rehabilitation program and if so, for how long.

C. Follow-up and return-to-duty tests need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

D. Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions under this Agreement, over and above that paid for by the applicable Health and Welfare Fund, must be borne by the employee. The Employer shall pay for pre-qualification alcohol testing for employees who transfer from a non-DOT-covered position to a safety-sensitive position requiring DOT-mandated alcohol testing provided the employee tests negative. The Employer will also pay for random non-suspicion based post-accident and probable suspicion alcohol testing. Return-to duty and follow-up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provided the employee tests negative.

#### Section A 2.8 Probable Suspicion Testing

Employees subject to DOT probable suspicion alcohol testing under this Appendix shall be tested in accordance with current, applicable DOT regulations.

For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for "alcohol and/or drug intoxication" In such cases, the employee shall be tested in accordance with Part I, Section 1, of this Appendix and applicable DOT alcohol testing regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol the Employer may require the employee, in the presence of a union shop steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third party observation and reports.

The supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the shop steward or other union official after the employee is discharged or suspended or taken out of service.

All supervisors and Employer representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

#### Section A 2.9 Preparation for Testing

All alcohol testing shall be conducted in conformity with the DOT alcohol testing regulations. Any alleged abuse by the Employer, such as proven harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the grievance procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing-site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. If requested, the employee will sign a consent form authorizing the BAT to collect a breath sample and release the result of the breath testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law

A standard DOT approved alcohol testing form will be used by all testing facilities.

#### Section A 2.10 Specimen Testing Procedures

All procedures for alcohol testing will comply with Department of Transportation regulations.

No unauthorized personnel will be allowed in any area of the testing site. Only one alcohol testing procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily. Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, as soon as practical an evaluation from a licensed physician selected by

the Employer and the Local Union concerning the employee's medical ability to provide an adequate amount of breath. If the physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

Section A 2.11 Leave of Absence Prior to Testing

All employees shall be subject to only one (1) lifetime voluntary leave of absence prior to testing and post positive testing as provided in Section A 1.10 above, for the purpose of undergoing a program for alcohol or drug use. Such leave shall be granted for a period of no more than sixty (60) days, and shall not be extended, unless by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto, except the continued accrual of seniority. This provision does not alter or amend the disciplinary provision (Part II, Section A 2.12) of this Part; except as provided in Section A 1.10 above..

Before returning to work the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than 0.02% BAC, and further be subject to six (6) unannounced follow-up alcohol tests in the first twelve (12) months following the employee's return to duty.

Section A 2.12 Disciplinary Action Based on Positive Test Results

A. First Positive Test

0.02% BAC - 0.039% BAC  
Out of service for 24 hours

0.04% BAC - Less than State  
DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of twenty-four (24) hours State DWI/DUI Limit and Above  
Subject to discharge

B. Second Positive Test

0.02% BAC - 0.039% BAC  
Out of Service for a five (5) calendar day suspension  
0.04% BAC - Less than State DWI/DUI Limit

Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day suspension  
State DWI/DUI Limit and Above  
Subject to discharge

C. Third Positive Test

0.02%BAC-0.39%BAC  
Out of Service for a fifteen (15) calendar day suspension  
0.04% BAC - Less than State DWI/DUI Limit

Out of Service for length of time determined by the SAP with a minimum of a thirty (30) calendar day

suspension State DWI/DUI Limit and  
Above  
Subject to Discharge

D. Fourth Positive Test

0.02% BAC - 0.039% BAC  
Subject to discharge 0.04% BAC -  
Less than State DWI/DUI Limit  
Subject to discharge

State DWI/DUI Limit and Above  
Subject to discharge

E. Non-Suspension Post-Accident Positive Test

An employee who is tested positive in a non-suspicion-based post-accident alcohol testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater:

First Non-Suspicion-Based Post Accident Positive Test - 0.02% BAC - 0.039% BAC - Thirty (30) calendar day suspension 0.04% BAC and higher  
Subject to discharge.

F. Employee Refusal to Test

An employee's refusal to submit to any alcohol test will subject the employee to discharge.

Section A 2.13 Returns to Duty After a Positive Alcohol Test

Before returning to work the employee must have completed any recommended treatment determined by the SAP and taken a return to duty alcohol test, with a result of less than 0.02% BAC, and further be subject to at least SIX (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP.

Section A 2.14 Paid-for-Time - Testing

Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

A. Random Alcohol Tests

(1) Paid for all time at the collection site.

(2) Travel Time Payment

(i) for travel time one way if the collection site is reasonably en route between the employee's home and the public works garage and the employee is going to or from work or

(ii) for travel time both ways between the public works garage and the collection site, only if the collection site is not reasonably en route between the employee's home and the public works garage.

(3) Post Shift Payment

When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours or 9.5 hours, the employee is paid time and one-half for all time past the eight (8) hours or 9.5 hours.

(4) No Pre-Shift Testing

The Employer will not require an employee to go for alcohol testing before the employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) Use of Personal Vehicle Prohibited

During an employee's shift, an employee will not be required to use his/her personal vehicle from the public works garage to and from the collection site to take a random alcohol test.

B. Non-Suspicion-Based Post-Accident Testing

(1) Delayed Testing Payment

In the event of a non-suspicion-based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) Immediate Testing Payment

When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home or to the public works garage in accordance with this Agreement.

Section A 2.15 Record Retention

The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur..

Each Employer or its agent is required to maintain the following records for two years:

- A. Records of the inspection and maintenance of each EBT used in employee testing.
- B. Documentation of the Employer's compliance with the Quality Assurance Program for each EBT it uses for alcohol testing; and
- C. Records of the training and proficiency testing of each BAT used in employee testing.

The Employer must maintain for five years records pertaining to the calibration of each EDT used in alcohol testing, including records of the results of external calibration checks.

Section A 2.16 Special Grievance Procedure

The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.

Section A 2.17 Non-Driver Testing Exemptions

Non-DOT and/or non-driving employees who are otherwise covered by the terms of this Agreement, shall only be subjected to drug and/or alcohol testing as provided in Part III of this Appendix, and shall be expressly excluded for any random, routine or situational testing.

PART III  
NON-DOT/NON-DRIVING EMPLOYEE  
DRUG/ALCOHOL TESTING

Section A 3.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects 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.

Section A 3.2 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that a "non-DOT/non-driving employee" (hereinafter in this Part III, referred to as "employee(s)") is under the influence of alcohol or 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 Agreement. At least two (non-bargaining unit) supervisory personnel, must observe their reasonable suspicions concerning the affected employee prior to any direction to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below.

Drugs means illegal drugs which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered under this definition are:

Amphetamines Methadone  
Barbiturates Methaqualone  
Benzodiazepines Opiates  
Cannabinoids Phencyclidine Propoxyphene  
Cocaine

Alcohol means beverages containing alcohol which, when consumed, can produce intoxication.

Possess means to have on one's person or personal effects.

Village property means any office, shop, parking lot or vehicle owned and operated by the Village.

Section A 3.4 Order to Submit to Testing

The Village will verbally provide the employee with the reasons for the suspicion prior to the order. The reasons will be reduced to writing within twenty-four (24) hours of the time the observations were made. A copy of this written observation shall be provided to the Union. Refusal to submit to such testing may subject employees to discipline up to and including discharge but employees taking a test shall not be construed as having waived any objection or rights that they may have.

Section A 3.5 Tests to be Conducted

In conducting drug testing and/or alcohol testing authorized by this Agreement, the Village shall:

- (a) 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 Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) collect split samples in such a manner as to preserve the individual employees right to privacy, insure a high degree of security for the sample and its freedom from adulteration; however, employees may nonetheless be witnessed by medical personnel at a hospital facility to ensure that the employee does not attempt to compromise the accuracy of the test sample;

(d) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(e) 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 Village within seventy-two (72) hours of receiving the results of the tests and that the chain-of-custody for the transfer of such sample is confirmed by a neutral third party;

(f) require that the laboratory or hospital facility report to the Village that a urine or blood sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The Village shall take no adverse employment action against an employee whose test results are negative;

(g) In reporting a positive test result, the laboratory shall state the specific substances for which the test is positive and shall provide the quantitative results of the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by Medical Review Officers, they must be physicians trained in pharmacology.

For alcohol testing, the Village shall:

Regard test results showing an alcohol concentration as that currently established by the State of Illinois as being under the influence.

For drug testing the Village shall:

Regard as positive those tests based on the cut-off levels as those currently established by the United States Department of Health and Human Services.

The Village shall also provide each employee tested with a copy of all information and reports received by the Village in connection with testing and the results when the employee requests same. In addition, the Village shall insure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

#### Section A 3.6 Right to Contest

The Union and/or employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice 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 Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

#### Section A 3.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the Village may require reassignment of employees with pay if they are then unfit for duty in their current assignments. The Village shall

make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any other manner adverse to the employee's interests, except reassignment as described above.

#### Section. A 3.8 Discipline

In the first instance that employees test positive on both the initial and confirmatory test for any other drug other than supported prescribed drugs or are found to be under the influence of alcohol, they shall be subject to immediate discipline including either suspension, referral to the E.A.P. or discharge. Discipline may, in some instances, include a combination of the foregoing.

Discipline less than discharge (as provided for in Section A 1.10, "reinstatement on a one-time lifetime basis") is conditional upon:

- (a) the employee agreeing to appropriate treatment as determined by the physicians involved;
- (b) the employee discontinues the abuse of drugs or alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "aftercare" up to one (1) year's duration.

Employees are not allowed to voluntarily request the E.A.P. in lieu of discipline once tests have been ordered.

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second time for the presence of drugs or alcohol during the hours of work shall be subject to immediate discharge without appeal through the grievance procedure.

The foregoing shall not be construed as an obligation on the part of the village to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the current use of alcohol or drugs prevents employees from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take an unpaid leave-of-absence, pending treatment. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

#### Section A 3.9 Costs

The Village shall pay the full cost of all testing.

#### Section A 3.10 Notification

Any Employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested. The Union shall be advised when an employee is to be tested for drugs or alcohol if feasible.