RESOLUTION NO. R-2019-22

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF THE LABOR AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PART-TIME POLICE OFFICERS (TERM: MAY 1, 2019 TO APRIL 30, 2023)

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois (the “Village”) desire to enter into a labor contract for the employment of all Part-Time Police Officers in accordance with the terms set forth in the attached “AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PART-TIME POLICE OFFICERS (Term: May 1, 2019 to April 30, 2023)” (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the attached Agreement is a successor collective bargaining agreement with the Teamsters Local Union No. 700, who represents the Part-Time Police Officers. The Agreement contains a four (4) year term from May 1, 2019 until April 30, 2023, and provides a wage increase of two percent (2%) for each of the four (4) years. There are no other changes to the existing labor agreement; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (Exhibit “A”) pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and finds that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Maywood authorize the approval and execution of the attached “AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700 (AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS) FOR ALL PART-TIME POLICE OFFICERS (Term: May 1, 2019 to April 30, 2023)” (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement. The President and Board of Trustees of the Village of Maywood further authorize the payment of all costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Maywood further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit executed originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.
SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 9th day of July, 2019, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

APPROVED this 10th day of July, 2019, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

__________________________________
Edwenna Perkins, Village President

ATTEST:

__________________________________
Viola Mims, Village Clerk
Exhibit "A"

AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
FOR ALL PART-TIME POLICE OFFICERS
(Term: May 1, 2019 to April 30, 2023)

(attached)
AGREEMENT

Between

THE VILLAGE OF MAYWOOD,
An Illinois Municipal Corporation,

And

TEAMSTERS LOCAL UNION NO. 700

Affiliated With The
International Brotherhood of Teamsters
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INTRODUCTION

This Collective Bargaining Agreement is entered into by and between the VILLAGE OF MAYWOOD, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION No. 700, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

SECTION 1: Representative Unit.

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classification of part-time police officer (hereinafter referred to as "employees" or "bargaining unit members"), and excluding all supervisors, managers, confidential employees and all other employees of the Police Department and the Village.

SECTION 2: Dues Checkoff.

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee, the dues, initiation fees, re-initiation fees, and assessments upon request of the union, specifying the additional amount to be deducted from the employee's wages and the time period in which the deductions shall be taken, required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

The employer agrees to "catch up" a delinquent employee's dues, initiation fees, re initiation fees, and assessments upon request of the union, specifying the additional amount to be deducted from the employee's wages and the time period in which the deductions shall be taken.
SECTION 3: Indemnification.

The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with any provisions of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II

PROBATIONARY PERIOD

The length of the probationary period shall be for a period of eighteen (18) months. During the probationary period, the Employer, upon the recommendation of the Police Chief, may discharge any probationary part-time police officer for any non-discriminatory reason pursuant to established Illinois law.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Employer retains all traditional rights to manage and direct its employees, including but not limited to the following: to appoint part-time police officers pursuant to the provisions of 65 ILCS 5/3-6-5; to plan, direct, control and determine the budget and all the operations, services and missions of the Employer; to supervise and direct the working forces; to establish the qualifications for employment; to maintain a capable and efficient part-time police officer program; to establish specialty positions and select personnel to fill them; to establish work and productivity standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel to fill them; to establish work and productivity standards and from time to time, to change those standards; to determine the methods, means, organization and number of personnel by which such operations and services
shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to enforce the Village of Maywood Uniform Drug Policy (attached as Appendix A); to evaluate employees; to require the physical and mental fitness of employees; to discipline and discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training, to determine work hours; to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Employer and the part-time police officer program in the event of civil emergency, riots, civil disorders, tornado conditions, floods, etc. as may be declared by the Village Manager, the Police Chief or their authorized designees; and to generally carry out the mission of the Employer.

ARTICLE IV
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity, are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Employer shall notify the Union of its' intention to make the proposed change. Upon such notification, and if requested by the Union, the Employer shall meet with the Union and discuss such
change before it is finally implemented. Any change made with or without such notice shall be considered temporary, pending the completion of such discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Employer as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union. The Union maintains its right to bargain the impact of any such changes as allowed under the Act.

ARTICLE V

NO-STRIKE-NO LOCKOUT

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind, including sympathy strikes, work stoppages or slowdowns, shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement.

ARTICLE VI

PERSONNEL FILES

Employees shall be entitled to inspect their personnel files in accordance with the provisions of the Personnel Record Review Act, 820 ILCS 40/0.01 et seq.

ARTICLE VII

COURT APPEARANCE AND COURT STAND-BY PAY

Off - duty Part-time police officers shall be paid a minimum of two (2) hours straight time, based on the employee's hourly rate, for court appearances.
ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 1: General Statement.
This policy shall apply to all bargaining unit members as defined herein under the jurisdiction of the Police Chief of the Village of Maywood.

All members shall have a right to file a grievance and shall be assured freedom from coercion, restraint or reprisal.

The term “member” as used throughout this procedure shall also be understood to include any recognized member representative or the Union.

The term “employer” as used throughout this procedure refers to the Village of Maywood or its designee.

SECTION 2: Purpose.
To specify the method by which members may present grievances and seek redress.

SECTION 3: Definition.
A grievance is a complaint that management has misinterpreted, misapplied or violated one or more of the express terms of this agreement. However, the definition of a grievance does not include the right of management to appoint, not appoint or not re-appoint any part-time police officer. Termination of a non-probationary employee shall be for just cause and may be appealed through the grievance and arbitration procedure. Such grievances shall be initiated at Step 3 of the grievance procedure.

SECTION 4: Policy.
A member shall first discuss the grievance with the immediate supervisor.

If the member feels the grievance has not been satisfactorily adjusted as a result of this discussion, the member may advance review in accordance with the procedure set forth elsewhere
SECTION 5: Time Limits.

a. Grievances must be presented by the member within ten (10) calendar days from occurrence of the event giving rise to the grievance or ten (10) calendar days from the date the event should have been known to the member, whichever occurs later, except that for errors in pay, the time period shall be six (6) months.

b. A member’s failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

SECTION 6: Procedure.

<table>
<thead>
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<th>To Whom Submitted</th>
<th>Time Limits Meeting</th>
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<td>Chief of Police</td>
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<td>10 days</td>
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<td>3</td>
<td>10 days</td>
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<td>4</td>
<td>30 days</td>
<td>Arbitrator</td>
<td>30 days</td>
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</tr>
</tbody>
</table>

STEP ONE:

1. The member obtains a grievance form from the Union Steward.

2. The member writes the nature of the grievance and the resolution sought on the grievance form; and

   a. Has the grievance recorded at the Department Office and the specific clause alleged to have been violated;
   
   b. Presents the grievance to the Watch Commander.  
      In all cases, it will be the responsibility of the Department Office to maintain a log of the grievances and assign a grievance or file number.

3. Within the ten (10) calendar days after receipt, the Watch Commander may meet with the employees to discuss the grievance.
4. Within the ten (10) calendar days after the meeting, the immediate supervisor answers the grievance on the grievance form and transmits the answer to the employee.

5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.

6. If the answer is not satisfactory, the member may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.

7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

STEP TWO:

1. On the grievance form, the member checks that the answer is not satisfactory, writes the date referred to in Step Two and signs the form. The member presents the grievance to the Chief of Police/Designee(s).

2. Within the ten (10) calendar days after receipt, the Chief of Police/Designee(s) may meet with the member to discuss the grievance.

3. Within the ten (10) calendar days after the meeting specified in (2) above, the Chief of Police/Designee(s) writes the final answer on the grievance form and transmits the answer to the member.

STEP THREE:

1. Within ten (10) calendar days after receipt of the Step Two answer, the grievance will be forwarded to the Village Manager stating that the answer given at Step Two is unsatisfactory, including specific reasons as to why the answer given at Step Two is unsatisfactory and writes the date referred to in Step Two and signs the form.

2. The Village Manager may hear an appeal within ten (10) calendar days and shall submit a written decision to the member within ten (10) calendar days after the hearing.
STEP FOUR:

1. If the Union is not satisfied with the Step Three answer, it may, within thirty (30) days after receipt of the Step Four answer, submit in writing to the Employer notice that the grievance is to proceed to arbitration. If the two parties fail to reach agreement on an arbitrator within ten (10) days, the Employer and Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.

Expenses for the arbitrator’s service and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witness(s). The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, subtract from or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the Employer and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

SECTION 7: Miscellaneous.

a. Only the grievant and/or representatives of the Union may present grievances. Members may take up grievances through Step One or Step Four either on their own and individually or with representation by the Union. If a member takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of
members or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative.

b. The parties may, by joint agreement, alter any time limits in the procedure. Time limits shall automatically be postponed if the supervisor is on vacation or otherwise unavailable and if the department head refuses to accept the grievance at the department head step.

ARTICLE IX

UNION STEWARDS

The Employer recognizes the right of the Union to select Union stewards, and the Union agrees to furnish the Employer with the names of the Chief Steward and any other steward selected by the Union. Union stewards are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

ARTICLE X

UNION REPRESENTATIVE

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. Three business representatives will be identified to the Chief/Desigee(s) in a manner suitable to the Employer and on each occasion will first secure the approval of the Chief/Desigee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Desigee(s) shall designate the area where such business is to be conducted and the period of time to be provided. The Union will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.
ARTICLE XI
LABOR MANAGEMENT AND SAFETY MEETINGS

SECTION 1: Meeting Request.

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held, if mutually agreed, between Union business representatives of Teamsters Local #700, and a responsible Administrative Representative of the Employer by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor management" or "safety meeting" and expressly providing the agenda for such meeting. Such meetings, times and locations, if mutually agreed upon, shall be limited to:

1. a discussion on the implementation and general administration of this Agreement; or
2. a sharing of general information of interest to the parties; or
3. issues and concerns involving safety.

SECTION 2: Content.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor management meetings," nor shall negotiations for the purpose of altering any or all the terms in this Agreement be carried on at such meetings.

SECTION 3: Attendance.

Attendance at "labor management meetings," shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, two (2) persons from each side shall attend these meetings, schedules permitting. Attendance by bargaining unit members at such meetings shall not interfere with required duty time, and attendance may be
during duty time if mutually agreed between the Police Chief or his/her designee(s) and the Union representative.

ARTICLE XII
NON-DISCRIMINATION

SECTION 1: The Employer shall not discriminate against, interfere with, restrain or coerce employees because of lawful activities on behalf of the Union, or because of their exercise of any rights granted by this Agreement in a manner which will violate federal or state law.

ARTICLE XIII
MISCELLANEOUS

SECTION 1: Bulletin Boards.

The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board of notices of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by employees of advertising or political material, notices, or other kinds of literature on the Employer's property other than herein provided.

SECTION 2: Partial Invalidity.

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

SECTION 3: Indemnification.

The Employer agrees to indemnify part-time police officers in accordance with 65 ILCS 5/1-4-6.
SECTION 4: Badges

Part-Time Police Officers will be issued badges that differ from those that are issued to full time officers only by the numbers displayed on the badge. Accompanying ID card will be different in color as the only means of difference from full time officers.

SECTION 5: Retirement Badge.

Part Time Officers after completing 10 years of service with the Maywood Police Department, at the time of retirement an officer in good standings shall be entitled to a retirement badge from the Village. The badge is to read “Retired Officer.”

SECTION 6: Return To Employment After Separation.

A part-time patrol officer who leaves the employment of the Village but is reemployed as a part-time officer within 24 months of the date of separation shall be placed at the same level on the pay scale as the officer had achieved as of the date of separation. A part-time officer who leaves the employ of the Village but is reemployed as a part-time officer more than 24 months from the date of separation shall be placed on the pay scale as a new hire. A part-time officer who leaves the employment of the Village but is reemployed as a part-time officer must be certified and is required to go through all procedures required of a new hire.

ARTICLE XIV

CLOTHING ALLOWANCE

A part-time police officer shall receive a voucher for his or her initial uniform. Thereafter, part-time officers shall receive an annual clothing allowance in the form of voucher for up to $400.00 per year and up to $450.00 per year beginning April 1, 2016, that may be used for any uniform component. Officers covered by this agreement shall maintain a professional and neat appearance at all times that they are on duty.
ARTICLE XV
EQUIPMENT

Part-time police officers shall be provided with a Level 3A bullet proof vest. Officers leaving the employ of the Village of Maywood Police Department shall return the vest or reimburse the Maywood Police Department.

ARTICLE XVI
TRAINING

SECTION 1: Training.

All part-time police officers shall pass the mandatory firearms training program mandated by the Illinois Training Board prior to acceptance into the program.

All part-time police officers are required to participate in FTO training program prior to handling duties of a regular part-time police officer on the street. The Department agrees that it shall compile and distribute a training manual no later than December 1, 2004.

All part-time police officers are to attend the monthly training sessions and successfully pass each qualification required of them by the Rangemaster. Training must be completed within the alternate dates and times in the notice by the Department. The Department shall make reasonable attempts to accommodate the Officers' work schedule or other special circumstances.

SECTION 2: Certification.

Employees must obtain certification no later than 18 Months from their date of hire. Any current employee who fails to obtain certification within that period of time will be ineligible to remain employed as a part time patrol officer.

SECTION 3: Additional Training.

Officers may be afforded opportunities for additional training courses at the employer's expense.
ARTICLE XVII

WAGES

SECTION 1: Wage Rates.

The Hourly rates paid to Members of the bargaining unit shall increase on the following schedule:

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ARTICLE XVIII

HOURS OF WORK AND OVERTIME

SECTION 1: Normal Hours.

Part-time police officers shall normally be offered, and expected to work, a minimum of twenty-four (24) hours per two week pay period or the equivalent of three (3) shifts. Such officers shall not be assigned to work more than twenty-four (24) hours per week or the equivalent of three (3) shifts except upon special written order of the Chief. Officers shall not be expected to work more than two (2) weekend days per month. Officers who have successfully completed field training for street duty shall be assigned at least two shifts per month to fulfill their required hours if the officer so desires. Nothing in this Section 18.1 shall be construed as a guarantee of work hours per day or per week. Hours worked on a holdover or callback basis shall not count against the maximum set forth above.
Employees who work a normal eight (8) hour shift or its equivalent shall, subject to the performance of emergency duties, receive a one-half (½) hour lunch break and a fifteen (15) minute work break during such eight (8) hour day or its equivalent.

SECTION 2: Overtime.

Part-time police officers shall receive overtime pay at the rate of one and one-half their regular hourly rate of pay for all hours actually worked in a workweek beyond forty (40) hours in such week. Employees shall not refuse work assignments beyond their normally scheduled work hours when assigned by the Chief or his designee.

SECTION 3: Call Back.

Employees called back to work after having left the Department at the end of a work shift shall receive, at a minimum, two (2) hours straight-time pay for such call back unless called back to rectify the employee’s own error. If the employee called back to work works more than two (2) hours on such call back, then he shall receive pay for each such hour actually worked.

SECTION 4: No Pyramiding.

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

SECTION 5: Implied Resignation.

Any part-time patrol officer who fails or refuses to accept the minimum hours of assignment for four consecutive weeks shall be considered to have resigned from his/her position with the Department, unless injury, illness or other reasonable excuse prevents the employee from reporting to work.

SECTION 6: Special Events.

Part-time officers must be available to work Village sanctioned special events.
ARTICLE XIX

VACATION

Vacation time shall be allotted to members of this bargaining unit in accordance with the Village of Maywood policy for vacations for part time employees as it exists as of the date of this Agreement, is prorated based upon the number of hours worked divided by 2080 hours, and then multiplied by the officer's number of years of service.

ARTICLE XX

SCHEDULING

Officers shall select shifts and days of work (according to the schedule availability) by seniority, up to a maximum of 48 hours per pay period. Seniority shall determine the choice of schedule assignment, equipment assigned, and special units, provided the part-time officer possesses the knowledge, skills, and ability as determined by the Chief of Police.

ARTICLE XXI

OFF-DUTY FIREARMS

Employees covered by this Agreement who desire to have permission to carry their firearms off duty shall make written application to the Chief. Such application shall not be denied so long as the following requirements are met:

1. The employee has been employed continuously by the Village Police Department for at least eighteen (18) consecutive months;

2. The employee has passed his or her probationary period as a Maywood part-time police officer;

3. The employee has received no serious disciplinary action (defined as a one-day suspension or greater) within the past twelve (12) months;

4. The employee has received his or her current firearms certification from the State of Illinois.
5. The employee has passed all current training and is fully qualified to carry firearms;

6. The employee has fully and properly qualified with the actual weapon they intend to carry off duty.

7. Once the probationary period (18 months) has been completed, a part-time officer who has been a certified, sworn police officer from another law enforcement agency will be credited, for the purpose of carrying firearms off duty, in an amount of time equal to the time spent in such law enforcement agency.

The right to carry a firearm off duty, as conferred by this Article, may be withdrawn by the Chief of Police or his designee so long as the Chief's (or the designee's) decision is not arbitrary and capricious. This decision of the Chief may be exercised at any time.

ARTICLE XXII
OTHER EMPLOYMENT

SECTION 1: Uniforms.

No part time patrol officer shall report to work at other employment while in a Maywood Police Department uniform or wearing any part of said uniform which would identify the employee as a member of the Maywood Police Department. Violation of this section may subject the employee to disciplinary action up to and including discharge.

SECTION 2: Firearms.

All part time patrol officers authorized to carry their firearms off-duty shall report to the Chief of Police any other employment for which the part time patrol officer will carry said firearm. Violation of this section may subject the employee to disciplinary action, up to and including discharge.
ARTICLE XXIII

D.R.I.V.E.

D.R.I.V.E. Authorization and Deduction

In addition to the term and conditions contained in the above referenced collective bargaining agreement between the Employer and the Union, the Employer and the Union hereby further agree that:

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001

Send on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which is prohibited by applicable law.

The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with any provision of this Article. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE XXIV

DURATION

This Agreement shall be effective as of the day after the contract is executed by both parties, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Agreement that it desires to modify or terminate this Agreement.
In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days’ notice of its intent to terminate after April 30, 2023.

Signed and entered into this _____ day of ______________, 2019.

UNION:
TEAMSTERS LOCAL UNION #700
President
Secretary-Treasurer

EMPLOYER:
VILLAGE OF MAYWOOD
Mayor
Village Clerk

APPENDIX A - 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, initialed and labeling each blood vial.

(2) Non-alcohol antiseptic swab (providone-iodine 10%).

(3) Holder for evacuated tube and needle.
20 gauge x 1.5" multiple sterile pyrogen-free needle.

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.

Two (2) screw-capped self-sealing tamper-resistant urine collection bottles of appropriate capacities (for kits manufactured after April 1994).

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 mandates.

1. If the blood test is positive according to the procedures described in Parts (f) and (g), the employee shall be subject to discharge.

2. If the blood test is negative and the urine test is positive, the employee shall be medically unqualified as prescribed by the DOT regulations.

3. If the blood test is negative and the urine test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

C. If test results show a blood alcohol concentration equal to or above the level previously determined by this Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to this Agreement.
Section A 1.10 Return to Employment After a Positive Drug Test

A. One-Time Rehabilitation
   Any employee testing positive for drugs or alcohol, thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1)-time lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation which has been approved by the applicable Medical Insurance Plan where such is the practice. Any cost of evaluation and/or rehabilitation, over and above that paid for by the applicable Medical Insurance Plan, must be borne by the employee.

B. Rehabilitation Conditions
   Employees electing the one-time lifetime evaluation and/or rehabilitation must notify the Employer within ten (10) days of being notified by the Employer of a positive urine drug test. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employee must begin the evaluation process and/or rehabilitation program within fifteen (15) days after notifying the Employer. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program. After the minimum ten (10) day period, the employee may request reinstatement, but must first provide a negative urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Employer within ten (10) days of the date of the decision, of the desire to enter the evaluation process and/or rehabilitation program.

C. Limits on Benefits Accrual
   While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority.

D. Post Treatment/Return to Work Testing Required
   Upon being reinstated, and after providing the negative drug test provided in Subpart B, of this Section, the employee will be subject to three (3) additional tests for drugs without prior notice. Two (2) of these tests will occur within the six (6) months of the employee's reinstatement and the third (3rd) test to occur within the six (6) to twelve (12) month period after the employee's return to employment. A positive test result as set forth in Section A 1.7 of this Appendix or a refusal to submit to testing shall result in discharge without the receipt of a prior warning letter.

Section A 1.11 Special Grievance Procedure

   The Grievance Procedure set forth in Parties' Collective Bargaining Agreement shall be used for alcohol/drug related disputes.
Section A 1.12 Paid-for Time

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.

PART II
ALCOHOL TESTING

Section A 2.1 Employees Who Must be Tested

There shall be random; non-suspicion-based post-accident and probable suspicion alcohol testing of all employees subject to DOT-mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, and are subject to testing for drugs under Part I, Section 2, of this Appendix.

Employees covered by this Collective Bargaining Agreement who are not subject to DOT-mandated alcohol testing are only subject to probable suspicion testing as provided in Part I, Section 1, of this Appendix.

Section A 2.2 Alcohol Testing Procedure

All alcohol testing under this Section will be conducted in accordance with applicable DOT/FHWA regulations. Breath samples will be collected by a Breath Alcohol Technician (BAT), who has successfully completed the necessary training course that is the equivalent of the DOT model course. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.

A. Screening Test

The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.
Breath Alcohol Levels:

Less than 0.02% BAC - Negative
0.02% BAC and above - Positive (Requires Confirmation Test)

B. Confirmatory Test

All samples identified as positive on the initial screening test, indicating an alcohol concentration of 0.02% BAC or higher, shall be confirmed using an EBT device that is capable of providing a printed result in triplicate; is capable of assigning a unique sequential number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the devices the device's serial number and the time of the test, unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than twenty (20) minutes after the screening test. The following cut off levels shall be used to confirm a positive test for alcohol Breath Alcohol Levels:

Less than 0.02% BAC - Negative
0.02% BAC to 0.039% BAC - Positive*
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 it 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 EBT 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
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine
- Methadone
- Methaqualone
- Opiates
- Phencyclidine Propoxyphene

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.
CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2019-22

A RESOLUTION AUTHORIZING AND APPROVING
THE EXECUTION OF THE AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND TEAMSTERS LOCAL UNION NO. 700
(AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
FOR ALL PART-TIME POLICE OFFICERS
(Term: May 1, 2019 to April 30, 2023)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 9th day of July, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 9th day of July, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford and N. Booker

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 10th day of July, 2019.

Viola Mims, Village Clerk

[SEAL]