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IN REPLY REFER TO FILE NO.

Via Regular Mail

Malgorzata Wisniewski-Skowron
183 Bradwell Road
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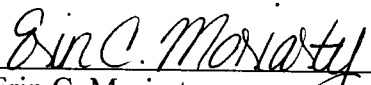
EP-1

Re: Freedom of Information Act Request

Dear Malgorzata Wisniewski-Skowron:

The Village of Elmwood Park is in receipt of your May 7, 2013, Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) (hereinafter referred to as "FOIA") request for "contract materials for Police Dept (Contract 2012-2015) of Elmwood Park or at least language in the contract that indicates drug and alcohol policies and procedures for the Police department of Elmwood Park." Enclosed, please find documents responsive to your request. Should you seek additional records, please submit another FOIA request. Thank you for your inquiry.

Sincerely,


Erin C. Moriarty
One of the attorneys for
the Village of Elmwood Park

Enclosures

AGREEMENT BETWEEN

ILLINOIS FOP LABOR COUNCIL

AND

VILLAGE OF ELMWOOD PARK
(Patrol)

May 1, 2012 – April 30, 2015

(d) the Union advises the Employer in advance and does not interrupt Employer operations.

ARTICLE XXVIII **FOP REPRESENTATIVES**

Section 1. Grievance Processing. Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay. Approval of the shift supervisor shall be obtained prior to the use of on-duty time for such purposes. Such activities shall not interfere with the operations of the department. One (1) Union negotiating team member shall be permitted to attend negotiating sessions as part of his regular work day, if so scheduled, without loss of pay or credit for time worked.

Section 2. Any employee(s) chosen as delegate(s) to an FOP state or national conference may, upon written application approved by the Union and submitted to the Village with at least thirty (30) days notice be given a leave of absence without pay for the period of time required to attend such convention or conference, so long as such leave does not adversely affect operational requirements. This period of time shall not exceed one (1) week. No more than one (1) employee per operational unit or shift may be given leave to attend such conventions. Such leave shall not preclude an employee from the use of normal off-time for such purposes, subject to departmental procedures.

ARTICLE XXIX **ALCOHOL AND DRUG TESTING PROCEDURES**

Section 1. Statement of Policy. It is the policy of the Village of Elmwood Park 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. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 2. Prohibitions. Officers shall be prohibited from:

(a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the officer's personal vehicle while engaged in Village business;

(b) illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises;

(c) being under the influence of alcohol or illegal drugs during the course of the work day;

- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Procedures. Where the Village has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. The Police Department may engage in periodic testing annually of a maximum of twenty-five percent (25%) of departmental employees for alcohol and fifty percent (50%) of departmental employees for illegal drugs in accordance with the standards and procedures contained in the Village's drug and alcohol testing protocol with S.A.M.I. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire, or for promotion.

Section 4. Order to Submit to Testing. At the time an officer is ordered to submit to testing authorized by this Agreement, the Village shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP at the time the order is given but such consultation shall not delay the time in which such officer shall be required to submit to testing. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted. In conducting the 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) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers submitting a sample shall be observed by a member of the

same sex to be designated by a supervisory officer;

(f) 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 (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing that meets the requirements of subparagraphs (a) and (b) hereinabove, at the officer's own expense; provided the officer notifies the Chief of Police within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of test administered), the Village will not use such information in any manner or forum adverse to the officer's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, the standards set forth in 625 ILCS 5/11-501.2 as now established or as may hereafter be amended shall apply in determining whether test results shall be considered to be positive;

(j) provide each officer tested with a copy of all information and reports received by the Village in connection with the testing and the results;

(k) insure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest. The Union and/or the officer, 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 order 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 officers may have with regard to such testing. Officers 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 7. Voluntary Requests for Assistance. The Village shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support

for an alcohol or drug related problem, other than the Village may require reassignment of the officer. The Village shall make available through its Employee Assistance Program a means by which the officer 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 manner adverse to the officer's interests, except reassignment as described above.

Section 8. Discipline. In the first instance that an officer tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, such officer shall be subject to disciplinary action by the Village. In addition, the employee shall be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) agree to submit to random testing during hours of work during the period of "after-care."

Officers who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline.

The foregoing shall not be construed as an obligation on the part of the Village to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents the individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pursuant to Village policy, at the officer's option, pending treatment. The foregoing shall not limit the Village's right to discipline officers for any other type of misconduct.

ARTICLE XXX **PHYSICAL FITNESS REQUIREMENTS**

All employees are expected to be sufficiently fit to perform the requirements of their job. In order to maintain an efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village may establish specific physical fitness standards. Employees who participate in the test shall receive two (2) hours overtime pay. All bargaining unit members who voluntarily participate in the physical fitness testing and who pass the tests shall receive a Two Hundred (\$200.00) Dollar stipend each year that such employee participates and successfully meets the testing requirements.