



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, AUGUST 17, 2017
6:15 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

COMMITTEE MEMBERS

J. Healy- Chair
J. Broda
D. Novotny
R. Obarski
J. Zay

- I. Roll Call
- II. To approve the Minutes of the June 15, 2017 Regular Committee Meeting
- III. Resolution No. R-18-17: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission
- IV. Resolution No. R-24-17: A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting
- V. Request For Board Action – To Authorize the Execution of a Consulting Agreement with Rory Group, LLC., for a one year period, in an amount not to exceed 18,000.00
- VI. Discussion of Drug and Alcohol Policy
- VII. Discussion of Service Day Credit
- VIII. Other
- IX. Adjournment

H:\Board\Agendas\Administration\2017\ADM1708.docx

All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

**MINUTES OF A MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, JUNE 15, 2017
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

DRAFT

Commissioner Broda called the meeting to order at 6:16 P.M.

Committee members in attendance: J. Broda, D. Novotny, R. Obarski and J. Zay (arrived at 6:20 P.M.)

Committee members absent: J. Healy

Also in attendance: F. Frelka, C. Peterson, J. Rodriguez, J. Spatz, and M. Weed

Commissioner Obarski moved to approve the Minutes of the April 20, 2017, Administration Committee meeting. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

With regards to R-17-17, General Manager Spatz informed the Committee Members that the items in this Resolution would be auctioned; and, if no bids were received, Staff would bring these items to the Board for approval to be donated to charitable organization(s). Commissioner Novotny moved to recommend approval Resolution R-17-17: A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

General Manager Spatz stated that Staff is in the process of working with HR Reach on a Drug and Alcohol Policy. Recently, the Employee Handbook was updated; however, the section regarding Drug and Alcohol does not detail employees' responsibilities regarding the actions they take during off-hours. This policy will reflect those responsibilities. He stated that the policy will be brought to the Board at the next meeting for the Commissioner's review.

Chairman Zay arrived at 6:20 P.M.

General Manager Spatz informed the Committee Members that Staff has reached out to Illinois Municipal Retirement Fund (IMRF) regarding how other organizations, similar to the Commission, handle Service Day Credits. Staff proposed that any additional time that employees accumulate beyond the 120 eight-hour days of paid sick leave may be used towards service credit days. The service credit days would only be for IMRF pension at retirement.

Commissioner Obarski confirmed with General Manager Spatz that the Commission does not pay accumulated sick leave at retirement or termination; only accumulated vacation time is paid at retirement.



After further discussion, it was the consensus of the Committee Members for Staff to write a draft policy for the Board to review and it would be eventually added to the Employee Handbook.

With no further discussion, Commissioner Novotny adjourned the meeting at 6:27 P.M. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: August 9, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	Instrumentation/ Remote Facilities
ITEM	A Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission Resolution No. R-18-17	APPROVAL 	
Account Number: N/A			
<p>Resolution No. R-18-17 is a Resolution Authorizing and Ratifying the Disposal of Certain Personal Property Owned by the DuPage Water Commission. This Resolution authorizes the General Manager to dispose of the assets listed on Exhibit A to the Resolution or, if already disposed of, ratifies and confirms their disposal because these assets are or were no longer useful to the Commission.</p> <p>The computer and electronic equipment listed in Exhibit A will be donated to ATEN – Assistive Technology Exchange Network, A Program of United Cerebral Palsy of Greater Chicago, they refurbish and recycle donated computers and distributes them free of charge to children with disabilities.</p> <p style="text-align: center;">Assistive Technology Exchange Network 7550 W. 183rd Street Tinley Park, IL 60477 708-444-8460</p>			
MOTION: To adopt Resolution No. R-18-17			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-18-17

**A RESOLUTION AUTHORIZING AND RATIFYING
THE DISPOSAL OF CERTAIN PERSONAL PROPERTY
OWNED BY THE DUPAGE WATER COMMISSION**

WHEREAS, the DuPage Water Commission is authorized to sell or otherwise dispose of personal property pursuant to 65 ILCS 5/11-135-6; and

WHEREAS, in the opinion of the Board of Commissioners of the DuPage Water Commission, the personal property described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the "Property") is no longer necessary or useful to or for the best interests of the DuPage Water Commission to retain or, if already disposed of, was not necessary or useful to or for the best interests of the DuPage Water Commission to retain;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The Board of Commissioners of the DuPage Water Commission hereby finds and determines that the Property is no longer necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission will be served by its disposal or, if already disposed of, was not necessary or useful to the DuPage Water Commission and the best interests of the DuPage Water Commission were served by its disposal.

SECTION TWO: The General Manager is hereby authorized to dispose of the Property in such manner as the General Manager shall determine or, if already disposed

Resolution No. R-18-17

of, the Board of Commissioners of the DuPage Water Commission hereby ratifies and confirms its disposal.

SECTION THREE: This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.

Chairman

ATTEST:

Clerk


EXHIBIT A

OBSOLETE / DEFECTIVE ITEMS

Qty	DWC Inventory # and/or S/N	Description	Date Purchased	Cost
1	CNR1N23382	HP LaserJet P3005x	07/23/09	\$1,140.00
1	MXQ913A3BD	ProLiant DL360 G5	04/14/09	\$1,200.00
1	MXQ913A3CG	ProLiant DL360 G5	04/14/09	\$1,200.00
1	2UX80801T4	ProLiant DL380 G5	04/04/08	\$6,363.00
1	USE512A2PY	ProLiant DL380 G4	02/15/05	\$9,294.00
1	013080001278	Celestix X4TMG	10/11/11	
1	0017C51770A4	SonicWALL NSA2400	10/11/11	
1	#1241, 182157	Sony MVCFD9	02/25/00	\$930.00
1	#1312, 395232	Sony MVCCD350	01/31/03	\$629.00
1	#938, C19873-A	Transmation Pressure FlexiTester 1090	1994	\$3,000.00
1	6155132504	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00
1	61524331	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00
1	6155133104	Druck Pressure Calibrator DPI615	03/14/05	\$3,164.00

DATE: August 10, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting Resolution No. R-24-17	APPROVAL	
<p>Pursuant to the Illinois Open Meetings Act, the Board is required to periodically review its closed meeting minutes to determine if they are eligible for release to the public.</p> <p><u>Schedule A</u> Staff recommends that the minutes of a closed meeting of the March 16, 2017 Regular Meeting, be released to the public because, in staff's view, they no longer contain information requiring confidential treatment (see copy attached to Schedule A in the Confidential/Executive Session packet).</p> <p><u>Schedule B</u> None on file</p>			
<p>MOTION: To adopt Resolution No. R-24-17: A Resolution Releasing Certain Executive Session Meeting Minutes at the August 17, 2017, DuPage Water Commission Meeting</p>			

DUPAGE WATER COMMISSION

RESOLUTION NO. R-24-17

A RESOLUTION RELEASING CERTAIN
EXECUTIVE SESSION MEETING MINUTES AT THE
AUGUST 17, 2017, DUPAGE WATER COMMISSION MEETING

WHEREAS, the Board of Commissioners of the DuPage Water Commission has periodically met in closed session to consider matters expressly exempted from the public meeting requirements of the Illinois Open Meetings Act, 5 ILCS 120/1 et seq. (the "Act"); and

WHEREAS, as required by the Act, the Clerk has kept written minutes of all such closed sessions; and

WHEREAS, on August 17, 2017, the Board of Commissioners of the DuPage Water Commission met to review the minutes of all such closed sessions that have not heretofore been made available for public inspection as required by Section 2.06(d) of the Act; and

WHEREAS, the Board of Commissioners of the DuPage Water Commission further determined that the minutes of the closed session meetings set forth in Schedule A attached hereto and by this reference incorporated herein and made a part hereof no longer require confidential treatment and should be made available for public inspection;

WHEREAS, the Board of Commissioners of the DuPage Water Commission determined that the need for confidentiality still exists as to the minutes of the closed session meetings set forth in Schedule B (none on file); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the DuPage Water Commission as follows:

Resolution No. R-24-17

SECTION ONE: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

SECTION TWO: Release. The minutes of the closed session meetings set forth in Schedule A attached hereto shall be and they hereby are released.

SECTION THREE: Inspection and Copying. The Clerk shall be and hereby is authorized and directed to make said minutes available for inspection and copying in accordance with the standing procedures of the DuPage Water Commission.

SECTION FOUR: Effective Date. This Resolution shall be in full force and effect from and after its adoption.

AYES:

NAYS:

ABSENT:

ADOPTED this _____ day of _____, 2017.


Chairman

ATTEST:

Clerk

DATE: August 10, 2017

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Contract Agreement	APPROVAL 
Account Number: 01 -60-628000	
To extend the Agreement between DuPage Water Commission and Rory Group, LLC., for consulting services in an amount not to exceed \$18,000.00 for one additional year (see attached agreement)	
MOTION: To Authorize the Execution of a Consulting Agreement with Rory Group, LLC., for a one year period, in an amount not to exceed 18,000.00.	

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is made and entered into by and between Rory Group, LLC, an Illinois limited liability company (the "Consultant") and the Du Page Water Commission (the "Company") as of the _____ day of _____

WHEREAS, the Company wishes to obtain the benefits of Consultant's experience and know-how in connection with the operation of Company's development business; and

WHEREAS, the Company wishes to engage Consultant to render consulting and advisory services as well as introductions and referrals of new sources of business to the Company on the terms and conditions set forth in this Agreement; and

WHEREAS, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and Consultant agree as follows:

1. Consulting Services.

a. The Company hereby engages Consultant as a consultant to the Company, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the Term (as hereinafter defined) of this Agreement, Consultant shall: (1) provide support for sales and marketing; (2) troubleshoot on existing projects; and (3) provide compliance support (4) perform such other additional services as may be assigned to Consultant from time to time by the Company including, but not limited to, lobbying activities and market place expansion.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the President of the Company and/or the Company's CEO or other designated representative, who shall be responsible for monitoring Consultant's work under this Agreement.

c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Company, or otherwise bind the Company, in any manner whatsoever;

(2) engage in any conduct, or cause the Company to engage in any conduct, which would result in the Company's breach or violation of any agreement, law, ordinance, or regulation;

(3) sign any checks on behalf of or authorize any payments by the Company in any manner whatsoever.

d. The Company acknowledges and agrees that so long as such work does not conflict with this Agreement, Consultant is free to perform work on behalf of entities other than the Company (provided such work does not directly or indirectly compete with the project Company is engaged in) but shall devote sufficient time to performance of its duties under this Agreement as shall be reasonably necessary for it to effectively perform those duties and protect the interests of the Company.

2. **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on _____ and shall end on _____
3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Company agrees to pay Consultant a total fee ("Fee") of Fifteen Thousand Dollars (\$18,000) over a period of one year. The Fee shall be paid on a monthly basis as follows: One Thousand Two Hundred Fifty Dollars (\$1,500) by the 5th day of each month. Notwithstanding the foregoing, at any time during the Term of this Agreement, Company, at its sole discretion and without prior notice to Consultant, may elect to pay the Fee in full with one (1) payment.
4. **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Company will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant, or any other taxes of any nature whatsoever.
5. **Expenses.** Without the prior written content of the Company, Consultant shall be responsible for all out-of-pocket expenses that the Consultant incurs in performance of its duties under this Agreement. The Company reserves the right to review all expenses incurred by the Consultant on the Company's behalf. If the Company elects to review the expenses incurred by Consultant, Consultant shall provide the Company with a detailed expense report within ten (10) days after request by the Company for the same.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
 - (1) A written notice, signed by Consultant and the President and/or the CEO or other designated representative of the Company, electing to terminate this Agreement;
 - (2) If Consultant; (A) is unwilling to perform its duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in its capacity as a consultant to the Company, (C) in bad faith acts in a manner materially inconsistent with the best interests of the Company; or (D) otherwise breaches this Agreement;
 - (3) If Consultant fails to perform as mutually agreed herein and Company outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.

7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder on a full-time basis for more than thirty (30) days during the period of the Consulting Agreement, the Company shall have the right to terminate this Agreement.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Company, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Company, and the Company shall not exercise any control or supervision with respect to Consultant's services, except to the extent that the Company may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.
9. **Non-Disclosure.** Consultant acknowledges that in the course of the Term of this Agreement, Consultant will have access to confidential information of the Company. Accordingly, Consultant agrees that it will not at any time, without the express prior written consent of the President of the Company:
 - (1) disclose, directly or indirectly, any confidential information to anyone outside the employ of the Company, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
 - (2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Company.
10. **Indemnification.** The Company shall indemnify Consultant from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by the Company. Additionally, Consultant shall indemnify the Company from any and all liability, expenses, and costs (including reasonable attorney's fees) resulting, directly or indirectly, from any non-compliance or breach of the terms of this Agreement by Consultant.
11. **NOTICES**

All Notices shall be given to the parties at the addresses set forth below, unless otherwise directed in writing. All payments by Client shall be made to Consultant at Consultant's address set forth below unless otherwise directed in writing.

Company to: DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: _____

And to : DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126

Attn: General Counsel

To Consultant: Rory Group, LLC.
212 W. Washington St. Suite 1904
Chicago, IL 60606
Facsimile: (312)726-1405

And to: Thomas R. Raines
Attorney at Law, LLC
20 N. Wacker Drive
Suite 550
Chicago, IL 60606
Fax : 312-226-1164

All notices, requests, consents and other communications under this Agreement shall be in writing and shall be deemed to have been delivered on the date personally delivered or on the date deposited in the United States Postal Service, postage prepaid, by certified mail, return receipt requested.

12. Assignability.

Neither party shall assign any of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the non-assigning party .This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

13. Miscellaneous.

a. This Agreement constitutes the entire agreement of Consultant and the Company with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by both parties to this Agreement. All covenants, promises and agreements set forth in the Agreement shall be binding, and apply to and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.

d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, execute this Consulting Agreement as of the date set forth herein.

CONSULTANT:

COMPANY:

Rory Group, LLC.

DuPage Water Commission

By: _____

By: _____

Name: Thomas A. Manion

Name: _____

Title: President

Title: _____

Attachment A

Rory Group

Assignments to be completed within FY17/18

1. Help facilitate the title and property transfer of the Lexington Pumping Station to the City of Chicago.
2. Help facilitate an agreement with the City of Chicago as to proper co-insurance for the Lexington Pumping Station as part of the title transfer.
3. Help facilitate a supply contract amendment between the City of Chicago and the DuPage Water Commission to include price safeguards such as consumer price index or 5%, whichever is less.
4. Assist with the receiving of the City of Chicago Accountability Reports along with making sure that the Commission's questions and/or comments are addressed in a timely fashion.
5. Assist the Commission regarding labor related issues involving the Lexington Pumping Station operations and possible labor agreement with the City of Chicago for the same pumping station, if needed.
6. Continue to foster a good working relationship between the DuPage Water Commission and the City of Chicago.
7. Meet with the General Manager on a monthly basis for regular status updates and provide other information which may affect the Commission.

Steps to Execute Situations under Drug and Alcohol Policy

If Situation occurs on DuPage Water Commission property, vehicles and/or during working hours pages 1-5
If Situation is Post-Accident pages 5-7

What do you do if you suspect an employee is under the influence of drugs or alcohol while at work or operating a DWC vehicle? This guide will walk you through the steps supervisors should take to properly execute and document situations under the DuPage Water Commission (DWC) drug and alcohol testing policy.

If Situation Occurs on DWC premises, vehicles and/or during working hours

Step 1: Identifying Employee and Contacting Management

Concerns that an employee is under the influence often come from co-workers or even clients or vendors before it is noticed by a supervisor or manager. All employees should familiarize themselves with these steps. If any employee observes suspicious behavior, or another party reports to an employee suspicious behavior, that employee must report the behavior to his or her immediate supervisor. If the immediate supervisor is not available, then the employee should contact a member of management in the following order: 1) Manager of Operations, 2) Financial Administrator/HR, and 3) General Manager. If none of the managers are available, the employee should contact a supervisor from another department (Instrumentation/Remote Facilities, Operations, Pipeline, or Safety Coordinator).

Once a supervisor or manager has been reached, that individual is then responsible for contacting another supervisor and both supervisors are to observe and document the employee's unusual behavior under suspicion. The order of contact should be the same as previously mentioned. In addition, the first supervisor or manager contacted should also notify the police if the individual is uncooperative or is putting others or himself or herself in any perceived danger. In all cases, the General Manager should be made aware of the situation as soon as possible.

If the incident is occurring during night shift, weekend or holiday work hours the supervisor should arrange for another employee to report for work to possibly replace the employee in question.

Step 2: Observations and Documentation by Management

Employees will not be sent for testing based on hearsay or gossip. Supervisors must document the complaint or concerns of the person who brought this information forward. Take a few minutes to ask that person who brought the information forward: what was observed, when it was observed (date, day, time) and if others witnessed this or commented on this situation. Ask if this is something that has happened in the past (a pattern of behavior) or new behavior.

Firsthand observation should be made by two members of management at the same time. Supervisors should coordinate a place to meet prior to approaching the employee in question. If police were called, the managers and supervisors should also wait for the police to arrive as well. Both managers/supervisors should bring in the Supervisor's Observations document (Appendix A) with them during observation. See Step 3 below, if you believe there is a safety concern for the employee or others.

Both observers and the initial observer should clearly **document their observations (Appendix A entitled Supervisor's Observations)**, including any abnormal behaviors. Be as specific as possible in your description.

Step 3: Removing from safety sensitive areas

If this employee is working around machinery or heavy equipment; or is working in any other type of safety-sensitive job; or is acting out in a way that appears to be a safety concern for the employee or others, the immediate supervisor or a member of management needs to remove the employee from the work area immediately and ask him or her to wait in a conference room, office, or designated area.

Step 4: Assessing situation

After the situation has been clearly documented, the immediate supervisor needs to assess what is known and has been observed to determine next steps. If either observer witnessed behaviors that create a suspicion and the documentation supports this, then proceed to the next step. You may decide that you don't have anything that leads you to a reasonable suspicion of use of drugs or alcohol outside of an employee complaint. Do not send an employee for testing unless you have reasonable suspicion. With the permission of the General Manager, an employee may be sent home with pay for the day while the investigation continues.

Step 5: Meeting with employee

As soon as possible, meet with the employee and thereafter, any witnesses. Often the meeting includes the employee, supervisor, General Manager, Manager of Operations or Financial Administrator/HR. During this meeting, clearly explain what has been observed or documented by management. After reasonable suspicion has been determined, the supervisor(s) will notify the employee that they feel there is reasonable suspicion and will be sending the employee for a drug and alcohol test. The test will rule out the possibility that the employee is in violation of the Commission's drug and alcohol policy, you will be sending the employee for a drug and/or alcohol test. Explaining it in this manner shows the employee that you haven't jumped to any conclusions, but are just following Commission steps.

The supervisor shall have the employee sign a drug testing consent form prior to sending the employee for testing. If you have not obtained a drug testing consent previously, you should have the consent form (**Appendix B entitled Employee Drug and Alcohol Test Consent**) available at this meeting for the employee's signature.

Step 6: Refusing the test

Refusal to consent or submit to the drug and/or alcohol test, or attempts to alter, dilute the specimen, send an imposter, or engage in any conduct that obstructs the testing process including failure to show up for a scheduled test is a violation of this policy. Failure to submit to a test will result in the same measures as a positive test result and the employee will be subject to disciplinary action up to and including termination of employment.

If an employee leaves the premises at any time during this process, including prior to the observations by the supervisors, it will be considered a refusal to take the test. If the employee attempts to drive home, never attempt to physically restrain the employee. Take note of the employee's type of car and license plate and contact the police to report the concern that the employee is driving under the influence.

Step 7: Preparing transportation

You do not want to allow an employee you suspect of being under the influence to drive; therefore, you should arrange transportation to the testing center or back home after testing.

The employee will be escorted in a designated commission vehicle to the Commission contracted testing facility or the emergency department. Personal vehicles should not be used.

Designated Commission vehicles include, but are not limited to, both Escape Hybrids.

Vehicle	License Plate	Location of Keys
2011 Ford Escape Hybrid	M184222	Manager of Water Operation's Office Executive Assistant's Office
2009 Ford Escape Hybrid	M176151	Safety Coordinator's Office Key Box in the Fire Proof Room
Other Vehicle Keys		Key Box in the Fire Proof Room Control Room Closet

Unless the testing is random, an employee will not be allowed to drive themselves. If no vehicles are available or accessible, a taxi or Uber can be utilized.

Step 8: Sending for testing

Prior to leaving the Commission premises, the supervisor, General Manager or designee, will contact the testing facility to inform them that an employee from the Commission will be arriving (escorted) and will need a drug and/or alcohol test completed.

Elmhurst Hospital Clinic; 331-221-0570
Located on the Corner of York and Brush Hill Road in Elmhurst
Park in Yellow Parking Lot to be closest to the clinic's entrance

Supervisors should make sure the employee has their photo ID or driver's license. Employees are required to carry a photo ID or driver's license at work. The supervisor, General Manager, or designee must ensure that the employee has his or her photo ID prior to leaving the premise.

The employee to be tested will present their photo ID to the testing facility personnel before the specimen can be obtained. The employee is required to sign a consent form provided by the testing facility. Refusal to be tested is not acceptable and will be treated as a positive test and will be grounds for termination of employment. The supervisor(s) are required to sign as a witness. The supervisor(s) will be asked to stay in the waiting room while a clinic technician escorts the employee to the testing area.

Step 9: Waiting for results

The employee needs to know what to do and what to expect going forward. No employee is allowed to return to work until the test results are available and/or has been notified of management's decision.

Step 10: Leaving the facility

After leaving the facility, the supervisor, General Manager, or designee must make arrangements to transport the employee home (unless tests are immediate). The tested employee will not be allowed to drive himself or herself home. (Taxi/Uber can be used)

Step 11: Results are negative

If the drug and/or alcohol test results are negative, the immediate supervisor should contact the employee and have him or her return to their work shift as soon as possible or by the next working day. The Commission will pay the employee for all work shifts and hours he or she missed while waiting for the negative test results.

Step 12: Results are positive

If an employee tests positive for drugs and/or alcohol, the employee will be subject to disciplinary action, up to and including termination. The Commission may also require participation in an evaluation through the Employee Assistance Program (EAP) and/or follow-up in an educational program.

The Commission reserves the right to offer employee participation in an approved rehabilitation or drug abuse assistance program, at the employee's cost and on their time, this would be in conjunction with any disciplinary action. If such a program is offered, the employee must satisfactorily participate in the program as a condition of continued employment.

If return to work is allowed, the employee will be required to participate in follow-up drug testing at times and frequencies determined by the Commission for a minimum of one year. If the employee does not complete the program or tests positive after completing the program, the employee will be subject to immediate termination of employment.

If Situation is Post-Accident

Step 1: When to test

Employees are subject to testing, whether on or off the Commission premises, when they cause, or contribute to, an accident that damages a Commission vehicle, equipment, or property or results in an injury to themselves or another person (employee or non-employee) requiring any medical attention.

Step 2: Obtain management approval

It is required that all accidents or traffic violations be reported immediately by an employee to their immediate supervisor, Human Resources and General Manager. One member of management will determine if testing should take place. Any accident in which one of following occurs: (1) damages assessed at over \$500, (2) injury of any kind, or (3) citation issued to DWC employee will require the employee to be tested, whether or not the accident was caused by the employee.

Step 3: Notify employee of the required test and if the employee refuses the test

If the incident is enough to warrant a drug and alcohol test, the immediate supervisor needs to provide notification and instructions to the employee. If an incident does not meet the testing requirements, and the decision has been made by the immediate supervisor and General Manager that a test is not required, proper documentation of this assessment should be completed by the immediate supervisor.

Refusal to submit to the drug and/or alcohol test or attempts to alter, dilute the specimen, send an imposter, or engage in any conduct that obstructs the testing process including failure to show up for a scheduled test is a violation of this policy. Failure to submit to a test will result in the same measures as a positive test result and an employee will be subject to disciplinary action up to and including termination of employment.

If an employee leaves the premises at any time during this process, including prior to the observations by the supervisors, it will be considered a refusal to take the test. If the employee attempts to drive home, **never** attempt to physically restrain the employee. Take note of the employee's type of car and license plate and contact the police to report the concern that the employee is driving under the influence.

Step 4: Determine if medical assistance is needed

While discussing the incident with the employee, it should be determined if medical treatment may be necessary. The employee's physical well-being should always be a higher priority than conducting a drug test, thus medical treatment must be attended to first.

Also at this time it would be appropriate to determine if emergency personnel or other forms of transportation is needed. Even if the employee is not receiving emergency medical care, he or she should be told not to continue to drive the Commission vehicle if further testing is required.

The immediate supervisor, or designee shall notify the employee that he or she will be escorted to the Commission contracted testing facility or the emergency department by a member of the management team or a designated person. The supervisor will designate someone else to ride with them. The supervisor will also arrange transportation to the accident site to drive the Commission vehicle back to the Commission, if it drivable. If the vehicle is not drivable, arrangements need to be made to verify where the vehicle will be taken and that it did arrive there.

Step 5: Sending for testing

Prior to sending the employee to be tested, the supervisor, General Manager or designee, will contact the testing facility to inform them that an employee from the Commission will be arriving (escorted) and will need a drug and/or alcohol test completed.

Elmhurst Hospital Clinic; 331-221-0570

Located on the Corner of York and Brush Hill Road in Elmhurst
Park in Yellow Parking Lot to be closest to the clinic's entrance

An alcohol test should be conducted within 2 hours and a drug test within 32 hours of the accident.

Step 6: Complete post-accident report

As soon as possible, the supervisor or other management personnel should complete a detailed report surrounding the incident, and submit it to the General Manager for review and then file in the employee's personnel file. (**Appendix C entitled Post Accident Alcohol and Drug Test Documentation Form**)

Step 7: Waiting for results

The employee needs to know what to do and what to expect going forward. No employee is allowed to return to work until the test results are available and/or has been notified of management's decision.

Step 8: Leaving the testing facility

Prior to leaving the testing facility, the supervisor, designee, or General Manager must make arrangements to transport the employee home (unless tests are immediate). The tested employee will not be allowed to drive himself or herself home. (Taxi/Uber can be used)

Step 9: Results are negative

If the drug and/or alcohol test results are negative, the immediate supervisor or designee should contact the employee and have him or her return to their work shift as soon as possible or by the next working day. The Commission will pay the employee for all work shifts and hours he or she missed while waiting for the negative test results

Step 10: Results are positive

If an employee tests positive for drugs and/or alcohol, the employee will be subject to disciplinary action, up to and including termination. The Commission may also require participation in an evaluation through the Employee Assistance Program (EAP) and/or follow-up in an educational program.

The Commission reserves the right to offer employee participation in an approved rehabilitation or drug abuse assistance program, at the employee's cost and on their time, this would be in conjunction with any disciplinary action. If such a program is offered, the employee must satisfactorily participate in the program as a condition of continued employment.

If return to work is allowed, the employee will be required to participate in follow-up drug testing at times and frequencies determined by the Commission for a minimum of one year. If the employee does not complete the program or tests positive after completing the program, the employee will be subject to immediate termination of employment.

APPENDIX A

**REASONABLE SUSPICION - SUPERVISOR'S OBSERVATIONS
REPORT FORM**

REQUIRED ACTION: It is the responsibility of the supervisor, or designee, to take immediate action and to complete this form whenever the supervisor observes or is made aware of a situation where an employee is suspected of being under the influence of alcohol, drugs or a controlled substance.

Section 1

Employee Name: _____
 Employee Job Title: _____ Department: _____
 Date of Observation: _____ Time: _____ am / pm
 Location: _____ Employee performing safety-sensitive duties? Yes No

Section 2

OBSERVATIONS: Check the behaviors and symptoms that led to your decision to request a drug or alcohol test. Check ALL that apply:

BEHAVIOR	APPEARANCE	SPEECH	BODY ODOR
<input type="checkbox"/> Stumbled	<input type="checkbox"/> flushed complexion	<input type="checkbox"/> slurred speech	<input type="checkbox"/> smelled of alcohol
<input type="checkbox"/> drowsy, sleepy, restless	<input type="checkbox"/> sweating	<input type="checkbox"/> incoherent	<input type="checkbox"/> smell of marijuana
<input type="checkbox"/> agitated, anxious, restless,	<input type="checkbox"/> cold, clammy, sweating	<input type="checkbox"/> exaggerated enunciation	
<input type="checkbox"/> hostile, withdrawn	<input type="checkbox"/> bloodshot eyes	<input type="checkbox"/> loud, boisterous	
<input type="checkbox"/> unresponsive, distracted	<input type="checkbox"/> tearing, watery eyes	<input type="checkbox"/> rapid, pressured	
<input type="checkbox"/> clumsy, uncoordinated	<input type="checkbox"/> dilated (large) pupils	<input type="checkbox"/> excessively talkative	
<input type="checkbox"/> tremors, shakes	<input type="checkbox"/> constricted (pinpoint) pupils	<input type="checkbox"/> nonsensical, silly	
<input type="checkbox"/> flu-like illness complaints, vomiting	<input type="checkbox"/> unfocused, blank stare	<input type="checkbox"/> cursing, inappropriate speech	
<input type="checkbox"/> suspicious, paranoid	<input type="checkbox"/> disheveled clothing		
<input type="checkbox"/> hyperactive, fidgety	<input type="checkbox"/> unkempt grooming		
<input type="checkbox"/> frequent use of mints, mouthwash			
<input type="checkbox"/> Uninhibited, erratic behavior			

Other Observations (Observation of consumption of alcohol or observation of the possession or use of a controlled substance that you observed or reported by a credible source):

Section 3

Written Summary – Summarize the facts and circumstances of the incident, employee response, supervisor actions and any other pertinent information not previously noted on this form.

Section 4

The observations, documented above, cause me to believe that there is a safety concern. My signature below indicates the above statements are true and accurate to the best of my knowledge.

Supervisor's Name (printed or typed) Signature Date

Additional Supervisor/Witness:

Supervisor's Name (printed or typed) Signature Date

Witness Name (printed or typed) Signature Date

Section

Test Determination:

- Reasonable Suspicion Alcohol Breath Test
- Reasonable Suspicion Drug Urine Test
- No Test Required
- Employee Refused Test

- No Test Conducted
- 8 hours elapsed
- No collection available
- Employee transported for medical care
- Other (explain)

Section 6

Employee transported to collection site by: _____

Time transported: _____ am / pm Collection site: _____

DRAFT

APPENDIX B

DRUG AND/OR ALCOHOL TESTING CONSENT FORM

EMPLOYEE AGREEMENT AND CONSENT TO DRUG AND ALCOHOL TESTING

READ BEFORE SIGNING

I hereby agree and acknowledge that as a condition of my employment with DuPage Water Commission, or upon a request made under the drug/alcohol testing policy of DuPage Water Commission, I must submit to a drug and/or alcohol tests and furnish samples of my urine, breath analysis, hair, saliva, and/or blood for analysis I understand and agree that if I at any time refuse to submit to a drug or alcohol test under the Commissions policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to disciplinary action up to and including termination of employment.

I hereby waive any and all objections to a drug and/or alcohol test by breath analysis, urinalysis, hair, saliva or blood testing by DuPage Water Commission or its designee. I also waive any expectation of privacy relative to my submission to the drug and/or alcohol test procedures.

I understand that the Commission will require a drug screen and/or alcohol test under the Drug/Alcohol Workplace policy under the following circumstances, and I agree to submit to any such test:

<input type="checkbox"/> Pre-employment	<input type="checkbox"/> Post-Accident	<input type="checkbox"/> Return to Duty
<input type="checkbox"/> Follow-up	<input type="checkbox"/> Random	<input type="checkbox"/> Suspicion

I release and hold harmless the laboratory or medical personnel conducting the test, the Commission and the Commission employees, or officers from any liabilities, claims and causes of action, known or unknown, contingent or fixed, that may result from these tests and I agree not to file any lawsuits or other action to assert a claim.

I understand that the use of drugs, alcohol and other controlled substances in the workplace creates a safety concern for all employees and residents. I have read the policy and fully understand the terms and the consequences for violation of the policy, and I have been told that if I have any questions about the test or the policy, they will be answered.

Employee Name: _____
(Print Name)

Employee Job Title: _____

APPENDIX B

Further, I hereby certify and affirm that I am not now nor have I within the last thirty (30) days used any illegal or unauthorized prescription drugs. I have no reason to believe that the drug screen by breath analysis, urinalysis, hair, saliva or blood testing would detect any sign of illegal or unauthorized prescription drugs in my body. I am voluntarily submitting to this drug test of my own free will.

NOTE: Failure to submit to a test will result in the same measures as a positive test result and the employee will be subject to disciplinary action up to and including termination of employment.

DO NOT SIGN IF YOU HAVE NOT READ THIS WAIVER.

Employee Signature

Date

DRAFT



**APPENDIX C
POST ACCIDENT ALCOHOL AND DRUG TEST
DOCUMENTATION FORM**

Driver/Employee/Title: _____ was involved in a commercial motor vehicle accident on _____, at _____ am/pm, requiring the administration of post-accident alcohol and drug tests. The Commission was first notified of the accident at _____ am/pm on _____, by _____. The accident occurred at or near _____. The following efforts were undertaken to have the employee tested as required by policy:

ALCOHOL TESTING

Time of completed alcohol test _____ am/pm. An alcohol test was administered within two hours of the accident that demonstrated a blood alcohol concentration of _____. An alcohol test could not be administered to the employee within two hours of the accident because:

An alcohol test was administered after _____ hours (but not more than eight), which demonstrated a blood alcohol concentration of _____. An alcohol test was not administered within eight hours of the accident because:

If an alcohol test was not administered within eight hours, list any facility (name, address, phone #) that could have performed a blood alcohol test:

DRUG TESTING

Time of completed urine collection _____ am/pm.

A drug test (check one) was was not administered within 32 hours of the accident.

A drug test was not administered within 32 hours because:

Designated Employee Representative

Date

Any accident in which one of following occurs: (1) damages assessed at over \$500, (2) injury of any kind, or (3) citation issued to DWC employee will require the employee to be tested, whether or not the accident was caused by the employee.

THIS FORM COMPLETED BY (Please Print):	
NAME:	DATE
JOB TITLE:	
ACCIDENT REPORT #	
INCIDENT REPORT #	

DRAFT