

RESOLUTION NO. 14-10

A RESOLUTION APPROVING ENTRY INTO A DRUG AND ALCOHOL TESTING CONTRACT WITH MIDWEST SERVICE CORPORATION

WHEREAS, the Village of Coal City (“Village”) is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois; and

WHEREAS, the Village of Coal City and the Police Officers, Chapter #186 of the Metropolitan Alliance of Police recently entered into a collective bargaining agreement (the “CBA”) setting forth, *inter alia*, certain standards for drug testing within the work place; and

WHEREAS, the CBA provides certain terms and standards that the Village’s police officer drug and alcohol testing program must adhere to, including the use of a licensed, accredited clinical laboratory or hospital facility; and

WHEREAS, the Village of Coal City desires to foster an environment which increases the safety of its employees and residents by retaining the services of an independent contractor, Midwest Service Corporation, to conduct drug and alcohol testing of the Village’s police officers in accordance with the terms of the CBA and the Police Officer Drug Testing Agreement attached hereto;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Coal City, Grundy and Will Counties, as follows:

SECTION 1. RECITALS. That the foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

SECTION 2 ENACTMENT. The Corporate Authorities hereby authorize, approve and direct the Village President to execute and deliver the “Coal City Police Officer Drug Testing Agreement” substantially in the form attached hereto as Exhibit A. The Village President and Village Clerk are further authorized and directed to execute and attest any and all other documents necessary to carry out and give effect to the purpose and intent of this Ordinance.

SECTION 3 ENACTMENT. This Resolution shall be in full force after its passage and approval.

Passed this 13 day of October, 2014.

AYES: 6

NAYS: 0

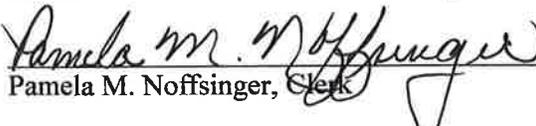
ABSENT: 0

ABSTAIN: 0



Neal E. Nelson, President

Attest:



Pamela M. Noffsinger, Clerk

POLICE OFFICER DRUG TESTING AGREEMENT

THIS AGREEMENT is made and entered into by and between MIDWEST SERVICE CORPORATION, an Illinois corporation with its principal offices located in Springfield, Illinois (hereinafter, the "Contractor") and the VILLAGE OF COAL CITY, an Illinois municipal corporation with its principal place of business located in Coal City, Illinois (hereinafter "Village").

WHEREAS, the Village is a party to that certain collective bargaining agreement known as the Agreement Between the Metropolitan Alliance of Police Coal City Police Chapter #186 and the Village of Coal City (the "CBA"), which provides for certain drug and alcohol testing practices and procedures;

WHEREAS, Contractor performs certain drug and alcohol testing services;

WHEREAS, the Village desires to retain the services of Contractor to provide certain services to the Village and the Contractor wishes to provide such services to the Village;

WHEREAS, Contractor will be performing certain services and work for the Village as set forth herein and such services and work shall be known as the "Work";

WHEREAS, the Scope of Services, Fee Schedule, Article XX of the CBA, and this Agreement cumulatively comprise the terms of the engagement of the Contractor by the Village and are hereby incorporated into this Agreement, such that any reference to "Agreement" shall be deemed to include the Agreement, Scope of Services, Article XX of the CBA and the Fee Schedule;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the parties hereby agree as follows:

1. **Incorporation.** The foregoing Recitals are made a part of this Agreement and the Agreement shall be interpreted and construed in light of those Recitals.
2. **Scope of Services.**
 - A. Contractor shall provide the materials, services and equipment to fully execute the Work described in Exhibit A to this Agreement, which is incorporated as though fully set forth herein.
 - B. The Work shall be furnished in accordance with this Agreement.
 - C. Where there is a conflict between the terms, conditions, procedures or methodologies associated with the Work described in Exhibit A and the terms and conditions set forth in Article XX ("Drug Testing") of that certain collective bargaining Agreement Between the Metropolitan Alliance of Police Coal City

Police Chapter #186 and the Village of Coal City (the "CBA"), which Article XX is appended hereto as Exhibit C and incorporated by reference as though fully set forth herein, then the provisions in the CBA shall take precedence and govern.

3. **Term.** The Agreement shall be effective as of the Effective Date and shall remain in effect unless and until terminated under the procedure set out in Section 12 of this Agreement.
4. **Payment.** Contractor shall submit an invoice to Village from time to time, but in no event more frequently than once per calendar month, in accordance with the Fee Schedule attached hereto as Exhibit B and incorporated as though fully set forth herein. The Village shall remit payment to Contractor in accordance with the Local Government Prompt Payment Act. The Village shall be liable to Contractor for an interest penalty of 1% on any invoice or portion thereof approved or deemed approved but remaining unpaid, in accordance with Section 4 of the Local Governmental Prompt Payment Act, 50 ILCS 505/4.
5. **Conformance with Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including without limitation, all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination laws and regulations, and traffic and public utility regulations.
6. **Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees,

incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Paragraph shall survive the voluntary or involuntary termination of this Agreement.

7. Insurance.

A. Minimum. Contractor shall procure and keep in force, to the satisfaction of the Village, at all times during the performance of any Work referred to herein, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoremen's): Statutory
- c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:

- a. \$2,000,000.00 General Aggregate
- b. \$1,000,000.00 Personal and Advertising Injury
- c. \$1,000,000.00 Each Occurrence
- d. \$ 50,000.00 Fire Damage (any one fire)
- e. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):

- a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
- b. Property Damage:
 - \$1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:

\$2,000,000.00 over Primary Insurance

B. Evidence of Insurance

- 1. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed

by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

2. All certificates shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.
3. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village.
4. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
5. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

C. Miscellaneous.

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village as an additional insured thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Village as an insured. Contractor shall further provide the Village with a true and correct copy of its Umbrella Excess Liability insurance policy prior to commencing Work.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.

4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
 5. Contractor acknowledges and agrees that nothing contained in the insurance requirements of this Agreement is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers.
 6. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
 7. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
 8. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums. The obligations of the Contractor to purchase insurance shall not, in any way, limit its obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by the Contractor's insurance.
 9. In the event the Contractor fails to furnish and maintain the insurance required by this Agreement, the Village, upon 7 days written notice, may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to the Village upon demand or shall have such cost deducted from any payments due the Contractor.
 10. All insurance provided by the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
7. **Prevailing Wage Act.** To the extent that the Prevailing Wage Act applies, Contractor agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall

notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the term of this Agreement shall be at the expense of Contractor and not at the expense of the Village, except as otherwise provided in Exhibit C. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Village as required by Statute. If Contractor does not furnish certified payroll as required by the Statute because Contractor asserts the Act does not apply, then Contractor shall furnish a letter in lieu of Certified Payroll certifying that the Act does not apply in that particular situation. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.state.il.us/Village/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.

8. **FOIA Compliance.** Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
9. **Independent Contractor.** Except as otherwise noted, it is mutually understood and agreed that the Contractor shall have the full control of the ways and means of performing the Work referred to herein and that the Contractor or its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village.
10. **Non-Assignment.** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any of its obligations hereunder or any or all of its rights, title, or interest in the Agreement, without the prior written consent of the Village of Coal City.
11. **Default.** Failure of either party to perform and comply with its respective obligations hereunder, or failure of either party in any way to perform its obligations with

promptness, diligence, and in a workmanlike manner, or a party's insolvency, shall constitute a default. In the event of a default, the non-defaulting party shall send written notice of default to the defaulting party, specifying the nature of the default ("Notice of Default"). Upon receipt of the Notice of Default, if the defaulting party fails to cure the identified default within fifteen (15) days, such failure shall constitute an "Event of Default." Following an Event of Default by the Contractor, the Village shall have right to provide any such labor, equipment, and materials and/or terminate the employment of the Contractor and to employ any other person or persons to perform Contractor's work hereunder. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under the contract and the Contractor shall pay to the Village the amount by which the cost to complete and finish the Contractor's obligations exceeds the unpaid balance of the contract. The termination of the Contractor's employment as provided above shall not be deemed a release of Contractor's obligations hereunder. Either party, may, at its sole discretion, excuse the other party's Event of Default if such party has commenced efforts to cure such default to the reasonable satisfaction of the non-defaulting party within fifteen (15) days of the receipt of the Notice of Default and continues diligently to pursue such cure. In the event of a default the breaching party shall be responsible for the non-breaching party's enforcement costs, including legal fees.

12. **Termination.** This Agreement may be terminated by the Village or by Contractor upon 30 days prior written notice to the other party. In the event that the Agreement is terminated, Contractor shall be entitled to payment for any Work performed in furtherance of the Agreement prior to the date of termination.

13. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Coal City
515 S. Broadway
Coal City, IL 60416
ATTN: Village Administrator

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Midwest Service Corporation
2727 N. Dirksen Parkway
Springfield, IL 62702
ATTN: Candy Wendt

14. **Governing Law.** This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois, which are incorporated herein. Any suit brought to enforce the provisions of this suit shall be filed in the Thirteenth Judicial Circuit, Grundy County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successor or assigns, against the Village on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.
15. **Further Assurances.** Contractor agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Village, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Village for the purpose of or in connection with the Work described in this Agreement.
16. **Severability.** It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.
18. **Amendments & Modifications.** To amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both parties to this Agreement.
19. **Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
20. **Authority to Execute.** The parties each hereby warrant and represent to one another that the persons executing this Agreement on their respective behalves have been properly

authorized to do so, and further that each has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement.

21. **Counterparts.** This Agreement may be executed in counterpart, each of which shall constitute an original document, which together shall constitute one and the same instrument.

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SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this _____ day of _____, 20____ (the "Effective Date").

VILLAGE OF COAL CITY



Neal Nelson, Village President

MIDWEST SERVICE CORPORATION

Name

Title

Attest:

Pam Noffsinger, Village Clerk

(Name and Title)

EXHIBIT A

SCOPE OF SERVICES

Section 1 - DEFINITIONS

As used in this Scope of Services, the following terms shall have the following meanings:

ADULTERATED SPECIMEN is a urine specimen containing a substance that is not a normal constituent or containing an endogenous substance (originating or produced from within) at a concentration that is not a normal physiological concentration.

ALCOHOL USE. The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

CANCELED TEST – A drug test that has been declared canceled by a medical review officer (MRO) and reported as a canceled test result. A canceled test is neither a positive nor a negative test. The MRO may or may not require further testing. Where collectors determine that the temperature of the specimen is outside of the range of 90-100 degrees Fahrenheit, or the specimen is an unusual color, contains foreign objects or material or exhibits other signs of tampering, the collector can cancel the test and require a new urine collection.

CCF means the non-federal custody and control form.

COLLECTOR is a person who instructs and assists individuals at a collection site and who receives and makes a screen examination of the urine specimen provided by individuals.

CONFIRMATION (or confirmatory) TEST. In drug testing, a second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite. Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method of cocaine, marijuana, opiates, amphetamines, and phencyclidine. In alcohol testing, a second analytical procedure using headspace gas chromatography performed on a urine specimen to identify and quantify the presence of alcohol is the method of confirmation.

All confirmation tests shall be reviewed and the tests certified as an accurate report by the responsible individual. A positive result will state the specific drug(s) found in the specimen. The following cut-off levels are subject to change as advances in technology or other circumstances warrant identification of the drugs at other concentrations.

<u>DRUG CLASS</u>	<u>Nanograms per milliliter (ng/mL)</u>
Marijuana Metabolites*	15
Cocaine Metabolites**	100
Opiates	
Morphine	2000
Codeine	2000

6-Acetylmorphine****	10
Phencyclidine	25
Amphetamines	
Amphetamine	250
Methamphetamine***	250
Barbiturates	
Amobarbital	200
Butalbital	200
Pentaobarbital	200
Phenobarbital	200
Secobarbital	200
Benzodiazepines	
Alprazolam Metabolite	200
Oxazepam	200
Propoxyphene	200
Methadone	200
Methaqualone	200
MDA – Analogues	
MDA	250
MDMA	250
MDEA	250
Alcohol, Ethyl	0.02 grams per deciliter (g/dL)

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylcegonine

***Specimen must also contain amphetamine at a concentration greater than or equal to 200 ng/ml

****Test for 6-Acetylmorphine when morphine concentration equals 2000 ng/ml or greater

CONSORTIUM - The Consortium is the Midwest Service Corporation Drug and Alcohol-Free Workplace Testing Consortium (hereinafter called the Consortium).

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) - The Department or any designee of the Secretary of the U.S. Department of Health and Human Services.

DILUTE SPECIMEN. A specimen with creatinine and specific gravity values that is lower than expected for human urine.

EMPLOYEE means a police officer working for the Village of Coal City.

EMPLOYER means the Village of Coal City who compensates Police Officers.

INITIAL TEST (or screening test) - In drug and alcohol testing, the test used to differentiate a negative specimen from one that requires further testing for alcohol, drugs or drug metabolites. The Village of Coal City will test for the following alcohol and drugs at the initial cut-off levels below to determine whether they are negative for alcohol and these drugs or classes of drugs. These cut-off levels are subject to change as advances in technology or other considerations warrant identification of the drugs at other concentrations. In alcohol testing, an initial test

involves subjecting a urine specimen to headspace gas chromatography to identify and quantify the presence of alcohol..

<u>DRUG CLASS</u>	<u>Nanograms per milliliter (ng/mL)</u>
Marijuana Metabolites	50
Cocaine Metabolites	150
Opiates	2000
Morphine	
Codeine	
6-Acetylmorphine	10
Phencyclidine	25
Amphetamines	500
Amphetamine	
Methamphetamine	
Barbiturates	300
Amobarbital	
Butalbital	
Pentaobarbital	
Phenobarbital	
Secobarbital	
Benzodiazepines	300
Alprazolam Metabolite	
Oxazepam	
Propoxyphene	300
Methadone	300
Methaqualone	300
MDA – Analogues	500
MDA	
MDMA	
MDEA	
Alcohol, Ethyl	0.02 g/dL

INVALID RESULT is the result reported by a laboratory for a urine specimen that contains an unidentified adulterant, contains an unidentified interfering substance, has an abnormal physical characteristic, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing testing or obtaining a valid drug test result.

MEDICAL REVIEW OFFICER (MRO) is a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results. The MRO must be knowledgeable of and have clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed drug test results. The MRO must be knowledgeable of issues relating to adulterated and substituted specimens as well as the possible causes of specimens having an invalid result.

OFFICER means a Village of Coal City Police Officer.

OXIDIZING ADULTERANT is a substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or drug metabolites, or affects the reagents in either the initial or confirmatory drug test.

POLICE OFFICER means a police officer employed by the Village of Coal City.

PRIMARY SPECIMEN - In drug testing, it is the urine specimen bottle that is opened and tested by a first laboratory to determine whether the Police Officer has a drug or drug metabolite in his or her system; and for the purpose of validity testing.

SCREENING TEST TECHNICIAN (STT) is a person who instructs and assists individuals in the alcohol testing process and operates an alcohol screening device (ASD).

SPLIT SPECIMEN. A part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory when the Police Officer requests it to be tested following a verified positive, adulterated or substituted test of the primary specimen.

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) - Federal agency under the Department of Health and Human Services (DHHS) responsible for the certification of laboratories used as part of the drug testing program.

SUBSTANCE ABUSE PROFESSIONAL (SAP) means a licensed physician (Medical Doctor or Doctor of Osteopathy); or a licensed or certified psychologist, licensed or certified social worker, or a licensed or certified Police Officers assistance professional; or a state-licensed or certified marriage and family therapist; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse; or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders. The SAP must be knowledgeable about his/her function as it relates to the employer's interests in the Police Officer's job functions.

SUBSTITUTED SPECIMEN is a urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

VALIDITY TEST. The initial validity testing is conducted to determine if a urine specimen is adulterated, diluted or substituted. The confirmation validity testing is a second test conducted on a different portion of the original urine specimen to further support a validity test result.

VERIFIED TEST is a drug test result or validity test result from a DHHS/SAMHSA-certified laboratory that has undergone review and final determination by the MRO.

VILLAGE means the Village of Coal City.

Section 2 - TYPES OF TESTING

Police Officers will be subject to the types of drug and/or alcohol testing as stated in this policy.

PRE-EMPLOYMENT TESTING - Prior to the first time an applicant performs a job function for the Village of Coal City after a conditional offer of employment, the applicant shall be pre-employment drug tested. No applicant to whom the Village of Coal City has offered employment shall perform any job function until the employer has received a negative drug test result on the applicant.

RANDOM TESTING - Random selections and testing will be conducted under conditions set forth in this Scope of Services.

All Police Officers covered by this contract will be included as a part of the Midwest Service Corporation Drug and Alcohol-Free Workplace Testing Consortium. On a monthly basis, the MRO, utilizing a computer program, will generate the random selections. Under the selection process used, each Police Officer shall have an equal chance of being selected each time selections are made. However, per the parameters of the Police Officers' contract, no more than 12 random tests can be conducted during the Village's fiscal year and no more than two (2) Officers will be tested in a given month. Also, an officer may not be tested more than twice during any 12-month period until all Officers are tested twice. Officers who are part of a continued employment agreement will be tested per that agreement and also be subject to the provisions of these random test procedures.

Once the MRO generates the random selections, the Consortium will forward the list of Police Officers(s) selected to the Village of Coal City. The Village will be given a date before which the Police Officers must be tested per the random selection process. It is the Village's responsibility to ensure the random testing is conducted within the time allotted.

In the event that an Officer is on a scheduled vacation on the day the test is ordered, he shall not be required to submit to the test until his return to work. The test process shall be commenced by order of the Police Chief/designee, directing the time and place for collection of sample from each police officer which may include "on site" testing. No advance notice need be given. Upon completion of the collection of the samples from the police officer, such samples shall be forwarded to the testing facility.

POST-ACCIDENT TESTING - As soon as possible following an accident in a Village vehicle or in a Police Officer's private vehicle if the accident occurs while on duty in which there is injury damage that exceeds the Illinois motor vehicle crash reporting standard (currently \$1,500), or the Police Officer receives a moving vehicle citation arising from the accident, the Police Officer can be tested for drugs and alcohol. As soon as is practicable following the accident, the Police Officer must contact his supervisor to report that he was involved in an accident. The Officer must notify the supervisor if any type of drug or alcohol testing was administered at the time of the accident and execute a release of the results to the Police Chief. The supervisor may direct the Officer to be tested for any substances for which testing was not already accomplished.

An Officer subject to post-accident testing must remain readily available for testing or will be deemed to have refused testing. An Officer subject to post accident testing must refrain from using alcohol for eight (8) hours following an accident, or until he undergoes an alcohol test, whichever occurs first. Any delay in testing caused by the Police Officer, in reporting the accident within this 8-hour period, reporting for testing or producing a sample for testing as well as refusal to undergo post-accident testing will be treated by the Village as if the Police Officer received a positive test result.

Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident. The Village of Coal City shall provide the Officers with necessary post-accident information, procedures and instructions, so that the Officers will be able to comply with the requirements of post-accident testing.

REASONABLE SUSPICION TESTING – The Chief of Police may utilize reasonable suspicion testing. If the Chief or his designee has reasonable suspicion that an Officer is under the influence of alcohol or illegal drugs during the course of any on duty hours, the Chief of Police shall have the right to require the Officer to submit to alcohol or drug testing as set forth in the Police Officers’ contract. Reasonable suspicion determinations shall be documented. The document will be completed and sign by the supervisor within four (4) hours of the observed behavior or before the results of the test are released, whichever is later. Reasonable suspicion drug and alcohol testing must be conducted within three (3) hours following a determination of reasonable suspicion.

Section 3 – DRUG AND ALCOHOL TESTING

(A) DRUG AND ALCOHOL TESTING PROCEDURES: To ensure the integrity of collections, the facilities to be used for testing must be secured during drug testing by visual inspection to ensure that no foreign or unauthorized substances are present, to ensure other persons are not present and to ensure undetected access is not possible.

Bluing agents shall be put in the toilet bowl and in a moveable toilet tank (unless the tank is taped or otherwise secured). Any water source shall be secured or otherwise made unavailable to the Officer. All soaps, disinfectants, cleaning agents or other possible adulterants shall be removed from the facility or otherwise secured, if not removable. All areas and items in the facility that could conceal contaminants shall be secured. All of the above shall be rechecked following each collection.

The Officer shall appear at the collection site at the time specified by the Village. If the Officer does not appear at the specified time, the collector shall notify the employer to determine how long it should take for the Officer to arrive at the collection site. If the Officer has not arrived by that time, the collector will contact the employer to inform him/her the Officer has not reported for testing.

When the Officer arrives at the collection site, the testing process will begin without undue

delay. To ensure the security during the testing process, only one collection will be conducted at a time. The Officer must have positive identification either by photo identification or by the identification of the Officer by the Police Chief. The collector will explain the basic collection procedures. The Officer will be instructed to remove and leave with the collector, or in a mutually agreeable location, any outer clothing (such as a jacket or hat) along with any briefcase, purse or other personal belongings. The Officer may retain his/her wallet.

The Officer must have positive identification either by photo identification or by the identification of the Officer by the Police Chief. The collector will explain the testing procedures and show the non-federal custody and control form ("CCF") to the Officer. The collector shall complete Step 1 on the CCF. The Officer will then be directed to sign Step 2 on the CCF. If the Officer refuses to sign the certification, the collector will document on the CCF that the Officer has refused to test and the employer will be immediately notified.

The Officer will be directed to empty his/her pockets and display the items in them. If the collector determines none of the items could adulterate the specimen, the Officer may return the items into his/her pockets. If there is any material that could adulterate a specimen, the collector will retain the material and return it to the Officer when the testing process is complete.

The Officer will be instructed not to list any medications that he/she is currently taking on the CCF (unless it is the Officer's copy).

The collector shall complete Step 1 of the CCF. The Officer shall wash and dry his/her hands before providing the specimen. Thereafter, the Officer will have no further access to water or other materials until the specimen is given to the collector. The collection kit shall be opened in full view of the Officer. The Officer will be instructed to go into the restroom, provide at least 45 mL of urine without flushing the toilet and return to the collector with the specimen. The Officer will provide the specimen in private.

The collector will ensure there is at least 45 mL of urine in the collection container and the temperature of the specimen is within the range of 90-100 degrees Fahrenheit. If the temperature is out of that range, the collector shall inform the Officer that the test is canceled. If a new urine collection is capable of being collected, the collection will be repeated forthwith. In the event that a second urine collection is not immediately procurable, the Officer shall submit to a retest as soon as is practicable, which shall be considered part of the same test for purposes of counting towards any maximum number of tests on the Officer during a particular period of time. The specimen will also be inspected by the collector for unusual color, the presence of foreign objects or material or for other signs of tampering. If it is apparent the Officer has tampered with the specimen, the collector shall inform the Officer that the test is canceled. If a urine collection is capable of being collected, a screening test will be repeated forthwith. In the event that a second urine collection is not immediately procurable, the Officer shall submit to a retest as soon as is practicable, which shall be considered part of the same test for purposes of counting towards any maximum number of tests on the Officer during a particular period of time.

The tabs on the specimen bottles will be broken in front of the collector and the Police Officer. The Officer will give the specimen container to the collector and the collector will pour the urine

specimen into the split specimen bottles. The primary specimen shall be at least 30 mL of urine. The split specimen shall be at least 15 mL of urine. The Officer should observe the specimen at all times until the lids/caps are secured and the tamper-evident bottle seals are put over the lids/caps (this is for the Officer's protection to ensure it is his/her specimen). The Officer is to initial the tamper-evident bottle seals on the bottles for proof that it is her/her specimen. The Officer will also be required to sign the CCF as proof that the specimen identified as having been collected is in fact the Officer's. The collector will complete the CCF and place the specimen bottles and Copy 1 of the CCF in the pouches of the plastic bag and secure both pouches. The Police Officers will then be dismissed from the collection site.

Both specimens are then sent by overnight delivery to the DHHS/SAMHSA-certified laboratory for testing of the ten drugs or classes of drugs (as described in Section 2) and for validity testing.

If the screening test indicates a negative result, the result will be released to the Consortium, who will forward the result to the Village.

Before a laboratory-confirmed positive, adulterated, substituted or invalid test result will be released to the Consortium, the MRO will conduct a verification interview with the Police Officer by telephone unless: the Officer declines to discuss the test result; the MRO or the employer cannot make contact with the Officer within 10 days of the MRO receiving the laboratory result; or more than 72 hours have passed since the employer has contacted the Officer to call the MRO.

Before the start of the verification interview with the Officer, the MRO will warn the Officer that any medical information given to the MRO (medical conditions, medications or other substances affecting the performance of his/her job functions the Officer reports having or using) will be provided to third parties (the employer or a physician evaluating an Officer as part of the return to duty process) if the MRO determines the information is likely to result in the Officer being medically unqualified to perform his/her job functions or is likely to pose a significant safety risk if the Officer is allowed to continue performing his/her job functions.

During the verification process, if the Officer can give the MRO a legitimate medical explanation for the positive, adulterated or substituted test result, the MRO will report the verified test result as negative. If the Officer cannot give the MRO an explanation deemed to be a legitimate medical explanation, in the sole discretion of the MRO, then the verified positive test result will be reported as positive and the verified adulterated or substituted test result will be reported as a refusal to test. If the test result is invalid or contains an unexplained interfering substance and the Officer cannot give the MRO an acceptable explanation or a valid prescription or does not admit to adulterating or substituting the specimen, the verified test result will be reported as a canceled test. A second collection will be immediately conducted on the Officer. If the Officer can give the MRO an acceptable explanation, then the verified test result will be a canceled test with no further testing needed unless a negative pre-employment test result is needed. If the Officer admits to adulterating or substituting the specimen, the verified test result will be reported as a refusal to test.

The verified positive, refusal to test (adulterated or substituted) or canceled test result will be

released by the MRO to the Consortium, who will forward the result to the Village.

(C) SPLIT SPECIMEN TESTS: When an Officer is notified of a positive drug test or a refusal to test (because of adulteration or substitution), the Officer will have 72 hours from the time of notification by the MRO to request a test of the split specimen either verbally or in writing to the employer. The employer will notify the Consortium to have the MRO prepare the documentation and forward it to the laboratory that is storing the split specimen. That lab will then prepare the documentation and send both the split specimen and the documentation to another DHHS/SAMHSA lab (if it is other than the SAMHSA-certified lab the Consortium's MRO uses, the cost will be determined before the split specimen is sent to the other lab for testing). The Officer will be temporarily relieved from duty or reassigned with pay during the pendency of the split specimen test result. An Officer who requests a test of his/her split specimen analysis shall reimburse the Village of Coal City for the cost of the split specimen test assessed to the Village by the Consortium.

If the Officer is unable to contact the MRO within 72 hours, the Officer may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified test result, or other circumstances unavoidably prevented the Officer from timely contacting the MRO. If the MRO concludes there is a legitimate explanation for the Officer's failure to contact the MRO within 72 hours, the MRO shall direct that the test of the split specimen be conducted.

Another DHHS/SAMHSA laboratory will test the split specimen to either confirm or fail to confirm the positive, adulterated or substituted drug test result from the result of the primary specimen. If the split specimen confirms the positive, adulterated or substituted result, the positive or refusal to test result will stand. If the split specimen fails to confirm the positive, adulterated or substituted result, both the primary specimen and the split specimen test results will be canceled by the MRO.

Section 4 – ACCESS TO RECORDS

All records pertaining to the Work as defined in the Agreement shall be maintained in a secure location with controlled access. The records shall be maintained as follows: positive test results, documentation on refusals to test, all of which shall be maintained for five (5) years. Records related to the drug testing process shall be maintained for two (2) years. Negative and canceled test results shall be maintained for a minimum of one year. Records, including drug and alcohol test results, shall only be released as stated in this Section.

Police Officers who are tested will be provided a copy of all their drug and alcohol testing information and reports (including results) received by the Village, at no cost to the Officers.

EXHIBIT B

FEE SCHEDULE

[Inserted on following page]

**PRICE SHEET
MIDWEST SERVICE CORPORATION**

1. Drug sample collected at your location or other mutually agreed upon location (except Emergency Response):
Drug only sample (10-panel with urine alcohol) **\$76.50 per collection**

 2. Shy bladder/ shy lung charges..... **\$35.00 per hour, billed in 15 min. increments, maximum 3 hours**

 3. Missed appointment fee (no show)..... **\$35.00 per donor**

 4. Waiting time. **\$8.75 per 15 min. increment**

 5. **EMERGENCY RESPONSE CHARGES:**
Reasonable Cause or Post Accident (includes collection and test fees)..... **\$220.00 per collection**

 6. A test requested by employee of split specimen **\$125.00**
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Effective January 1 through December 31, 2015

EXHIBIT C

ARTICLE XX (“Drug Testing”) of the CBA

[Inserted on following pages]

ARTICLE XX
DRUG TESTING

Section 1 - Statement of Policy:

It is the policy of the Village of Coal City that the public has the right to expect persons employed by the Village to be free from the effects of drugs and alcohol. As a public Employer, the Village is subject to certain duties to maintain a drug-free workplace, under Federal and State Laws. Nothing in this Agreement shall be interpreted in a manner which might prevent the Village from fulfilling such duties, or from taking measures necessary to maintain a drug-free workplace. The Employer has the right to expect its Officers to report for work fit and able for duty. The purpose 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, 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. officers may immediately be subject to discharge for illegally consuming, possessing, selling, purchasing or delivering any illegal drug, unless in accordance with duty requirements;

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Coal City Police Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

Section 3 - Drug and Alcohol Testing:

Random Testing: The Village shall have the right to administer random drug testing.

No more than 12 random tests can be conducted during the Village's fiscal year and no more than two (2) Officers will be required to be tested in each of the random tests. An officer may not be tested more than twice during any 12 month period until all officers are tested twice. Officers who are part of a continued employment agreement will be tested per that agreement and also be subject to the provisions of these random test procedures.

In addition to random testing, the Chief of Police may utilize reasonable suspicion or post accident testing. If the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or illegal drugs during the course of any on duty hours, the Chief of Police shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. Reasonable suspicion determinations will be documented. The document will be completed and signed by the supervisor within four (4) hours of the observed behavior or before the results of the test are released, whichever is later. Reasonable suspicion alcohol testing must be conducted within three (3) hours following a determination of reasonable suspicion.

In the event that a Police Officer is on a scheduled vacation on the day that the test is ordered, he shall not be required to submit to the test until his return to work.

The testing process shall be commenced by order of the Police Chief/designee, directing the time and place for collection of sample from each police officer which may include "on site" testing. No advance notice need be given. Upon completion of the collection of the samples from the police officer, such samples shall be forwarded to the testing facility.

Post Accident: As soon as is practicable following an accident in a Village vehicle or in a police officer's private vehicle if the accident occurs while on duty in which there is injury damage that exceeds the Illinois motor vehicle crash reporting standard (currently \$1,500), or the police officer receives a moving vehicle citation arising from the accident the police officer can be tested for drugs and alcohol. As soon as is practicable following the accident, the police officer must contact his supervisor to report that he was involved in an accident. The Officer must notify the supervisor if any type of drug or alcohol testing was administered at the time of the accident and execute a release of the results to the Police Chief. The supervisor may direct the officer to be tested for any substances for which testing was not already accomplished. A police officer subject to post-accident testing must remain readily available for testing or will be deemed to have refused testing. A police officer subject to post accident testing must refrain from using alcohol for eight (8) hours following an accident, or until he undergoes an alcohol test, whichever occurs first. Any delay in testing caused by the police officer, in reporting the accident within this 8 hour period, reporting for testing or producing a sample for testing as well as refusal to undergo post-accident testing will be treated as if the police officer received a positive test result.

Section 4 - Tests to be Conducted:

In conducting the testing, authorized by this Agreement, the Village of Coal City 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) or the Department of Health and Human Services;
- B. insure that the laboratory or facility selected conforms to all NIDA or DHHS standards;
- C. establish a chain of custody procedures for both sample collection and testing that will insure the integrity of the identity of each sample and test results. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- D. collect a sufficient sample of urine 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 insure a high degree of security for the sample and its freedom from adulteration;
- 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, at the officer's expense; provided the officer makes such demand of the Chief of Police or his designee within seventy-two (72) hours of receiving the results of the test;

H. require that the laboratory or hospital facility report to the Chief of Police that a 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 or not the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Village from attempting to show that lesser test results, i.e. below .02 demonstrate that the officer was under the influence of alcohol, but the Village shall bear the burden of proof in such cases;

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 at no cost to the officer;

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 positive drug test. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 5 - Drug Testing Standard:

The laboratory will screen for the following: alcohol, amphetamines, cannabinoids (marijuana), phencyclidine (PCP), cocaine, barbiturates, benzodiazepines, methadone, methaqualone, propoxyphene and opiates. Any level of presence of these drugs will be considered a positive result.

Section 6 – Prescription Drug Detection

Employees are required to report to their supervisors any known adverse side effects of medication or prescription drugs which they are taking which might affect or impact the performance of their duties. At the time of testing, if an employee is taking a prescription drug, the employee must report said use and provide a copy of the prescription upon request. Any positive test result which is based on the prescription drug at the prescribed levels shall be considered a negative test result for purposes of this article.

Section 7 - Voluntary Requests for Assistance:

The Village shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Village may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Village may make available through its Employee Assistance Program (if available) a means by which the officer may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

Section 8 - Discipline:

In the first instance that an officer tests positive on both the initial and the confirmatory test for a prescribed drug, or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with a prescribed drug or alcohol or both related problem, shall not be

subject to any disciplinary or other adverse employment action by the Village. The provisions of this section shall not apply to officers who test positive for illegal drugs. The foregoing is conditioned upon:

- A. the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- B. the officer discontinues his abuse of the prescribed drug or abuse of alcohol;
- C. the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- D. the officer agrees to submit to random testing during hours of work during the period of "after-care".

Officers who do not agree to or act in accordance with the foregoing, or who test positive for prescribed drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace 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 any accumulated paid leave that they may have, such as compensatory time, vacation time, sick days (maximum of sixty (60) sick days) or personal days, or take an unpaid leave of absence pending treatment at their option.

The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Nothing within this provision shall be deemed a waiver of the rights of any member to challenge any discipline imposed, including but not limited to the procedure used for the testing and the results obtained.