

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF ORLAND PARK, ILLINOIS

AND THE

ORLAND PARK POLICE SUPERVISOR'S ASSOCIATION

May 1, 2015 to April 30, 2019

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the ORLAND PARK POLICE SUPERVISOR’S ASSOCIATION (hereinafter referred to as the “Association”) is in recognition of the Association’s status as the representative of the Village’s sworn peace officers in the rank of sergeant and in the position of lieutenant and has as its basic purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work, and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Association do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. The Village recognizes the Association as the sole and exclusive collective bargaining representative for all full-time sworn peace officers in the rank of sergeant and in the position of lieutenant (hereinafter referred to as “officers” or “employees”).

Section 1.2. Association Officers. For purposes of this Agreement, the term “Association Officers” shall refer to the Association’s duly elected President, Vice President, and Secretary/Treasurer.

With the prior approval of the Chief of Police ("Chief"), the Association President, Vice President and Treasurer shall each be allowed up to one (1) hour of duty time in each normal work week for the performance of Association business. Unused time shall not accumulate nor shall time be borrowed from future weeks.

Section 1.3. Fair Representation. The Association recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Association.

Section 1.4. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

LABOR MANAGEMENT MEETINGS

Section 2.1. Meeting Request. The Association and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Association representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance unless mutually agreed otherwise, by placing in writing a request to the other for a “labor-management meeting” and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement;
and
- (b) notifying the Association of changes in conditions of employment contemplated by the Employer which may affect employees.

Section 2.2. Content. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at “labor-management meetings” nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 2.3. Attendance. Attendance at labor-management meetings shall be voluntary on the employee’s part, and attendance during such meetings shall not be considered time worked for compensation purposes unless the meeting can only be scheduled for work time. Normally, three (3) responsible persons from each side shall attend these meetings, schedules permitting.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all of the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the work week of employees and to establish the starting and ending times of the work day; to assign or to transfer employees within the Department; to establish work and performance standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services of non-law enforcement personnel; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster emergencies as may be formally declared by the President and Board of Trustees, the Village Manager or designees in accordance with the authority provided under 20 ILCS 3305/11. In the event of such action, the provisions of the Agreement may be suspended if necessary, provided that wage rates and monetary benefits shall not be suspended and provided further that all provisions of this agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

Any decision to suspend the provisions of the Agreement in connection with the declaration of a local disaster emergency may be subject to the grievance procedure and may be revised if proven to be unwarranted.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Village, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV

HOURS OF WORK AND OVERTIME

Section 4.1. Hours of Work.

a) The normal workday and week shall consist of six (6) eight (8) hour and twenty-five (25) minute days consecutively worked and three (3) days off consecutively. Each eight hour and twenty-five minute shift shall consist of the following: roll call/roll call preparation period at the beginning of each shift; eight hours of regular duty, to include a half hour lunch period when permitted. According to this schedule, each employee is working a total of 40.5 workweeks per year for a total of 243 days of work, or 2046 hours yearly. From the remaining balance of thirty-four (34) hours (2080-2046), fourteen (14) hours will be used four (4) three and one-half (3.5) hour increments as training days for the quarterly required firearms training sessions as scheduled by the Chief of Police or his designee. The remaining twenty (20) hours will be for monthly staff meetings at a two (2) hour maximum.

(b) Five and Two Schedule. The department currently and regularly assigns certain officers to a work schedule consisting of five (5) eight (8) hour days consecutively worked and

two (2) days off consecutively. In using this schedule, officers assigned shall work a total of 52 work weeks a year for a total of 260 work days a year or 2080 hours scheduled. The eight (8) hour work day shall include eight (8) hours of work and an unpaid off-duty lunch period if the employee desires of a minimum of thirty (30) minutes and a maximum of one (1) hour.

Section 4.2. Changes In Normal Workweek and Workday.

(a) General Changes -- Should the Village determine it to be necessary to establish general work schedules which are different from the current work schedules, except in the case of emergencies the Village shall give thirty (30) days prior written notice to the Association of any proposed change. Upon such notification, the Association may request to meet and negotiate as to such proposed change. Failure of the Association to request to negotiate as to such proposal shall act as a waiver of the right to such a meeting and negotiations by the Association. Any changes in the work schedules shall be based upon a maximum of 2080 hours of work per year. Any impasse in such negotiations shall be resolved according to the procedure of §14 of the Act.

(b) Individual Changes -- Individual officers regular work schedules shall be posted no less than seven (7) calendar days prior to the starting date of the schedule, unless an emergency condition exists. Individual schedules may be changed from time to time to suit varying conditions; provided, however, that the changes shall be made for valid operational reasons. Such changes shall not be subject to challenge beyond Step 2 of the grievance procedure unless it can be shown that the change was for reasons which are arbitrary and capricious.

(c) Seniority Bidding of Permanent Shifts- The more senior employees by rank (date of promotion shall be used for seniority purposes) shall have preference for assignment to one (1)

of the three (3) permanent shifts (Days 0605 - 1430, Afternoons 1405 - 2230, Nights 2205 - 0630). Shifts shall be made available for bid by employees during the month of November. The bid process shall be conducted annually by the Association and the results shall be presented to the Chief of Police no later than December 1. The Chief of Police shall then prepare the new schedule of shift assignments based upon the results of the bidding process and operational needs of the department as determined by the Chief of Police and said annual schedule shall be posted no later than December 15 of each year for shift assignments beginning February 1 through January 31.

Section 4.3. Court Time. Employees who would otherwise be off-duty shall receive overtime pay at a rate of time and one half (1 1/2), with a two hour minimum, for all hours worked in a court appearance on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney. Employees required to remain on stand-by status for court in Will County who are not subsequently required to attend court, shall be compensated for two (2) hours duty at time and one-half (1 ½) the regular straight time hourly rate subject to compliance with the terms of the Special Order related to this topic.

Section 4.4. Hold-over Time. When any employee is held over more than fifteen (15) minutes beyond his regularly scheduled work day or duty shift as a result of events or activities which occur during his shift, he shall be paid at a rate of one and one-half (1-1/2) times the regular straight-time hourly rate of pay for each overtime hour worked beyond his regular scheduled work day with such pay received in fifteen (15) minute segments.

Section 4.5. Required Overtime. The Chief of Police or his designee(s) shall have the right to require overtime work and officers may not refuse overtime assignments. The Chief or

his designee(s) will endeavor to distribute overtime according to the procedure in effect on the effective date of this agreement.

Section 4.6. No Pyramiding. Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 5.1. Definition. A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Association against the Village involving an alleged violation of an express provision of this Agreement. Grievances concerning disciplinary matters shall be conducted according to the procedure described in Article XIX with the exception of oral or written reprimands which may be appealed no further than Step 2 of the Grievance Procedure.

Section 5.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

Step 1 Any employee and/or Association representative who has a grievance shall submit the grievance in writing to the employee’s Division Commander, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than five (5) business days (Mondays through Fridays) from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance provided, however, that the failure to cite a specific provision in the original grievance shall not be a reason to deny a grievance if the Village is afforded reasonable notice of the omitted provision. The Division

Commander shall render a written response to the grievant within five (5) business days after the grievance is presented.

Step 2 If the grievance is not settled at Step 1 and the employee, or the Association if an Association grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a “grievance” to the Police Chief within five (5) business days after receipt of the Village’s answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized Association representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Association if an Association grievance, within five (5) business days following their meeting.

Step 3 If the grievance is not settled at Step 2 and the Association desires to appeal, it shall be referred by the Association in writing to the Village Manager within five (5) business days after receipt of the Village’s answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and the Steward involved within five (5) business days of receipt of the Association’s appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Association within five (5) business days following the meeting.

Section 5.3. Arbitration. If the grievance is not settled in Step 3 and the Association wishes to appeal the grievance from Step 3 of the grievance procedure, the Association may refer the grievance to arbitration, as described below, within five (5) business days of receipt of the Village's written answer as provided to the Association at Step 3:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) in the event the FMCS is unable to provide a panel of arbitrators to submit a panel of seven (7) arbitrators who shall be members of the National Academy of Arbitrators residing in either Illinois, Wisconsin or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The party requesting arbitration shall strike the first name; the parties shall then strike alternately until only one person remains. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Association and Village representatives.
- (c) The Village and the Association shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Association retain the right to employ legal counsel.

- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing
- (f) The fees and expenses of the arbitrator and the cost of obtaining a panel from the FMCS (on the AAA if applicable) and the cost of a written transcript, if any, shall be divided equally between the Village and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the second step. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Association and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 no later than five (5) business days after the occurrence of the event giving rise to the grievance or no later than five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the

event giving rise to the grievance. A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village.

If a grievance is not presented by the employee or the Association within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the employee or the Association. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VI

NO STRIKE - NO LOCKOUT

Section 6.1. No Strike. Neither the Association nor any officers, agents or employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing or any other intentional disruption of the operations of the Village, regardless of the reason for doing so provided such restriction shall not be construed as limiting employee rights to engage in informational picketing or other concerted activity protected under Section 6 of the Act and/or the First Amendment to the Constitution of the United States. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined in accordance with the applicable rules and regulations of the Employer. Each employee who holds the position of officer or steward of the Association occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this

Section of this Article the Association agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of any labor dispute with the Association.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Association from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE VII

HOLIDAYS

Section 7.1. Holidays. The following are recognized holidays for eligible employees:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 7.2. Holiday Pay and Work Requirements. Employees who work on such holidays shall receive eight (8) hours holiday pay and shall receive pay at the rate of time and one-half for each hour worked on all such holidays. Employees required to work one (1) hour or more beyond their regularly scheduled hours shall receive two (2) times their regular hourly rate for each hour worked past eight (8) hours. Employees not scheduled to work on such holidays

who are called in shall receive two (2) times their regular hourly rate for each hour worked on such holiday.

Employees shall work all holidays when scheduled as part of their normal monthly departmental work schedule unless otherwise approved by the Chief of Police or his designee. Employees who are scheduled on a 5+2 schedule shall receive the above holiday on the date on which the holiday is observed by the Village unless the holiday is observed on the employee's regularly scheduled day off.

Section 7.3. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours worked or un-worked for which an employee is compensated shall be regarded as hours worked.

Section 7.4. Floating Holiday. Employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a regular duty day off with pay and is to be scheduled in accord with Section 7.5 below.

Section 7.5. Holiday Scheduling. When practicable, employees may request holidays on the basis of their supervisory rank seniority within each designated shift or work group. This scheduling shall be completed prior to the fifteenth (15th) of the preceding month. (This is normally the time allotted for publishing the upcoming schedule.) Any holiday request after the 15th of preceding month may be granted by the Police Chief on a first come, first availability basis. Compensatory time off shall generally be scheduled in the same manner. Employees on a 6+3 schedule who accrue a floating holiday in the last six months of a calendar year shall use such floating holiday prior to July 1 of the next calendar year.

ARTICLE VIII

LAYOFF AND RECALL

Section 8.1. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in 65 ILCS 5/10-2.1-18.

Section 8.2. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. No new police officers will be hired by the Village while other officers who are ready and willing to work are on the recall list.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Association, provided that the employee must notify the Village Manager or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village Manager or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowance. Every employee shall be eligible for paid vacation time after the completion of the first six (6) months of the eighteen (18) month probationary period. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually, based on the following schedule:

Length of Continuous Service

Working Days Vacation Per Year

Less than 5 years	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. The amount of an employee's accumulated vacation leave above five (5) days may be used for personal business in amounts and at times designated by the employee and approved by the Chief of Police or his designee.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee on the payday immediately preceding the employee's vacation. Employees may request their vacation pay in writing no later than fifteen (15) days prior to the start of the vacation period.

Section 9.3. Scheduling and Accrual. When practicable, vacation time shall be scheduled at times most desired by employees, with priority by rank and within rank to the employees having the most rank seniority. An employee may submit his or her preference for vacation, requesting such time in two (2) week increments first. After the yearly vacation schedule passes through an employee's shift or work group, the remainder of any vacation time available to the employee may be scheduled by repeating the process. If an employee declines to schedule accrued vacation time during the period designated for vacation scheduling by the Police Chief, then an employee must submit his or her vacation request subject to availability and approval by the Village Police Chief or his designee. Unused vacation time shall not accumulate from year-year unless specifically authorized in writing by the Chief of Police or the Village Manager. In conjunction with the 6+3 schedule concerning vacation days, either one

holiday or one personal day or one eight (8) hour compensatory day or one additional vacation day either before or after the vacation will be approved.

Section 9.4. Emergencies. Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested days(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation days(s) available.

ARTICLE X

SICK LEAVE

Section 10.1. Purpose. Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Except in the cases where employees have advised the Chief of Police or his designee of emergency or necessity, sick employees are expected to remain at home unless hospitalized, visiting their doctor, acting pursuant to reasonable instructions for care or caring for sick members of the immediate family. Unfortunately, sick leave abuse sometimes occurs. The parties agree that sick leave abuse is a very serious offense.

Section 10.2. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 10.3. Days Earned in Accumulation. An employee shall earn sick leave at the rate of eight (8) days per year in any year in which the employee works. There shall be no limit in the number of sick days an employee may accumulate.

Section 10.4. Notification. Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, and notice shall be given every day thereafter (unless this requirement is waived by the Chief); but notice shall not be given later than sixty (60) minutes before the start of the employee's work shift unless it is shown that such notification was reasonably impossible. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline, as well.

Section 10.5. Medical Examination. The Village may, at its discretion, require an employee utilizing sick leave to submit during such leave to an examination by a doctor or nurse designated by the Village, at the Village's expense. An employee, at his own expense, may obtain a second opinion from another physician. The opinion of such physician, if timely submitted, will be given fair consideration by the Village before a final determination is made as to the employee's medical condition.

Section 10.6. Abuse of Sick Leave. Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline.

Section 10.7. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (1/2) day to two (2) hours. Any employee who is discharged or terminates his employment other than by retirement forfeits all sick leave accrued benefits. Notwithstanding the foregoing sentence, if an employee with 20 or more years of service dies prior to retirement, the Employer shall pay to the employee's estate the amount, if any, of accrued sick time due said employee pursuant to Section 10.8.

Section 10.8. Sick Leave Buy Back Upon Retirement. For those officers entering the bargaining unit on or before January 1, 1999, upon retirement, the Village shall pay the retiring

officer the current straight time hourly rate or equivalent for every hour of sick time which the officer has accrued and not used, subject to the provisions of §10.9 of this Article. For those officers entering the bargaining unit on or after January 1, 1999, upon retirement, the Village will pay the retiring officer the current straight time hourly rate or equivalent for every hour of sick time in excess of four hundred 400 hours, which the officer has accrued and not used, subject to the provisions of §10.9 of this Article.

Section 10.9. Annual Leave Buy Back. The Village, on an annual basis, will pay an officer the current straight time hourly rate or equivalent in whole day increments for unused sick time up to four (4) days per year. To be eligible the officer must have used four (4) or less sick days during that calendar year.

If an officer elects to exercise this “Annual Sick Leave Buy Back” option only the remaining unused sick days after buy back from that year will accrue towards the officer’s buy back upon retirement. The specific procedures for documenting sick leave usage and making application for Annual Sick Leave Buy Back payments shall be in accordance with such orders issued from time to time by the Chief of Police.

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Discretionary Leaves. The Chief of Police may grant a leave of absence under this Article to any bargaining unit employee where it is determined there is good and sufficient reason. The Chief of Police or the Board “of Fire and Police Commissioners shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 11.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police as far in advance as practicable. The

request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

Section 11.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 11.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 11.5. Funeral Leave. In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse and step-parents, brothers and sisters of employee, sons and daughters-in-law and spouse or grandparents and grandchildren of employee and spouse) an employee shall be granted up to three (3) consecutive work days as funeral leave if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Chief of Police or his designee, be taken if charged to the employee's appropriate leave accrual account, if any.

A leave of absence without pay or with pay if charged to the employee's accrued appropriate leave, if any, of up to three (3) consecutive days may be granted to an employee by the Village in the event of the death of a friend or family members outside the employee's immediate family. Requests for leave in excess of three (3) days will be subject to the approval of the Chief of Police or his designee.

An employee shall provide satisfactory evidence of the death of a friend or member of the immediate or extended family if so requested by the Village.

Section 11.6. Leave for Illness, Injury or Pregnancy. (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay. Said leave

shall be with pay provided that the police officer qualifies for short term disability in accordance with the provisions of Ordinance No. 1189, or with the provisions of Ordinance No. 4690 for employees hired on or after October 1, 2015 (attached hereto as Appendix A). The Village shall pay the difference necessary to constitute: (1) full pay for the first two months; (2) 95% of full pay for the second two months; (3) 90% of full pay for the remaining 8 months; provided, the police officer must have applied and be receiving disability pay from the Police Pension Board during the periods specified above. If the police officer is not receiving disability from the Police Pension Board but qualifies under Ordinance No. 1189 or 4690 as applicable, he shall be paid short term disability as any other Village employee. Employees who otherwise qualify for paid short term disability benefits under Section 11.6 of this Agreement shall be entitled to receive such short term disability benefits for a period of up to 52 weeks per disability, 26 weeks for employees hired on or after October 1, 2015.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval. Request for such leave shall be subject to the approval of the Chief. Approval of sick leave shall not be arbitrarily withheld.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave or during any light duty assignment, the employee at the discretion of the Village may

be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned.

(d) In the event that an employee is restricted to non-patrol functions by the order of a doctor designated by the Village for physical conditions that have not become incapacitating for purposes of this Section, the employee will be assigned to administrative and/or light duty assignments. During any employee's assignment to the investigative unit, the employee will receive a monthly pro rata portion of the appropriate civilian clothing allowance.

Section 11.7. Benefits While on Leave.

(a) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

(b) During an approved leave of absence under this Agreement, the employee shall be entitled to continued Village paid coverage under applicable group and life insurance plans to the extent provided in such plan(s).

Section 11.8. Personal Leave Days.

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave days may be used in two (2) hour increments. Only one (1) personal day may be used in conjunction with any vacation leave.

(b) There shall be no accrual or payment for any personal leave day not taken or banked within the calendar year.

Section 11.9. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

Employees who engage in employment elsewhere during such leave may immediately be subject to disciplinary action.

ARTICLE XII

JOB RELATED TRAINING AND EDUCATION PROGRAMS

Section 12.1. Tuition Reimbursement. Employees of the Village may enroll in accredited job-related undergraduate or graduate college or university courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. The Village retains the discretion to approve or deny any request for tuition reimbursement by an employee. In addition, reimbursement may be denied by the Chief of Police or designee if an officer's work performance is deemed inadequate or if an officer has a record of infractions of Department orders, directives or procedures. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

1. Complete a request for tuition reimbursement form supplied by the Village and submit it to the Chief of Police or his designee before enrolling in the course;
2. Obtain tuition reimbursement approval from the Chief of Police or his designee and from the Village Manager before enrolling in the course;
3. Successfully complete the course with a grade of "C" or better;
4. Submit to the Finance Department proof of satisfactory course completion and proof of amounts actually expended for tuition; and
5. Have been classified as a full time employee of the Village regularly working forty (40) hours or more per week for a period of at least one (1) year.

Section 12.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. An Employee wishing to attend a professional school, i.e., a law school, medical school, etc., shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

Tuition reimbursement in an approved course of study is limited to a maximum of six (6) credit hours per semester or two classes per semester whichever is more, provided that approval for one additional class may be requested in circumstances where taking the additional class will facilitate or expedite the employees attainment of a degree and not to exceed \$400.00 per credit hour. Upon request by an employee, the Village Manager may in his sole discretion authorize reimbursement for said additional credit hours.

If grant funds for tuition reimbursement or payment are available, then an employee shall apply for such funds before requesting reimbursement from the Employer. If such funds are received by the employee, but do not cover the entire cost of the tuition, then subject to the other provisions of this Section, the Employer may reimburse the employee for the difference. Books, fees and other charges shall be paid by the employee.

If an employee terminates his employment with the Village less than two (2) years after completing a course and receiving any tuition reimbursement from the Employer, then the Employer may deduct the tuition reimbursement (or a portion thereof) from the employee's final paycheck or take such other steps as may be necessary in order to obtain the repayment of tuition monies reimbursement previously provided to the employee.

Section 12.3. Authorization to Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from the Chief of Police or his designee and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

ARTICLE XIII

WAGES

Section 13.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The pay range (top, bottom, and intervening steps) for the employees are set forth on Appendix B.

Section 13.2. Initial Placement on Salary Schedule. The initial placement of a new supervisor on the salary schedule shall be determined by the Employer.

Section 13.3. Step Increases. Following the date this Agreement becomes effective, bargaining unit employees shall receive a step increase, i.e., move from one step to the next immediate step in the pay range for his job classification, on his next anniversary date of employment by the Village (or on the date of promotion or demotion, whichever occurs later) provided the employee has obtained a satisfactory or better job evaluation for the year immediately preceding said date from the Employer. Employees being paid at the last step of their pay range shall not receive a step increase unless and until they are promoted to a higher job classification, in which event they shall again be eligible for step increases provided they are not placed at the last step of the new pay range.

Section 13.4. Performance Evaluation. Employees shall be subject to annual performance evaluation based upon the quality of their performance during the rating period. In the event an employee receives an unsatisfactory annual performance evaluation in any year during the effective terms of this Agreement, the employee shall be entitled to one performance evaluation (mid-year evaluation) within 6 months after said unsatisfactory annual evaluation and prior to the next annual evaluation. Should the officer receive a satisfactory or better performance evaluation on the mid-year evaluation, the officer shall move to his/her next higher

step on the date of the mid-year evaluation. There will be no retroactive increase for the time prior to the date of the mid-year evaluation.

Section 13.5. Pay Period. The salaries and wages of employees shall be paid in accordance with the Village's current general practice which may be changed by the Village for good cause shown to the Association.

Section 13.6. On Call and Call Out. All employees are subject to be called to work any time during a twenty-four (24) hour period.

Any employee called out to work on a scheduled day off or time off other than a holiday shall receive overtime pay at a rate of time and one half, with a two (2) hour minimum unless the call out extends into a scheduled shift.

Section 13.7. Service Longevity. Salary and wage recognition is to be accorded each employee covered by this agreement on the basis of service longevity, independent of, but in addition to that accorded as base pay or step increases, as follows:

Upon completion of;

<u>Years</u>	<u>Starting May 1, 2017</u>
5	\$2,450
10	\$2,850
15	\$3,250
20	\$3,650
25	\$3,850

Section 13.8. Longevity Payment. Service longevity payments set forth in Article XIII Section 13.7 shall accrue on the date of the employee's anniversary of employment.

Section 13.9. Educational Incentive.

(a) Supervisory employees who have attended an accredited college or university and received credit for hours attended shall receive an education incentive as follows;

For all employees (January 1 of each contract year):

Starting May 1, 2017

Bachelor's Degree	\$2,800
Master's Degree	\$3,300

(b) Supervisory employees shall be eligible to participate in the education incentive program once each contract year. In order to make application, the employee shall submit documents that will provide evidence of requirement to the Chief of Police. The Chief shall examine any records provided and certify that the employee qualifies. Once the employee's documents are certified for eligibility by the Chief of Police, they shall be retained in the employees personnel file. Thereafter, the employee may simply make a written request annually by November 15th to the Chief of Police to participate in the program. Documents to establish eligibility should only thereafter be submitted if the employee becomes eligible for an advanced level in the program.

(c) Education incentive payment shall be made in one lump sum upon approval of the Chief of Police and the requisite processing time required by the Finance Department.

(d) Education incentive payments shall be made in one lump sum on May 1 of each year, upon approval of the Chief of Police and the requisite processing time required by the Finance Department. Employees shall be eligible for only such payment each contract year.

Section 13.10. Seniority. There shall be three types of seniority recognized by this agreement:

(a) Basic Departmental Seniority follows traditional plans where a list indicating each individuals date of hire is maintained and this order is known as the Basic Departmental Seniority List.

(b) Team seniority is basic seniority which has been reduced to include only those individuals assigned to that specific team and/or division. Team Seniority is instrumental in obtaining overtime for openings in the official Shift Schedule. These openings occur due to people calling sick or assign to training, for instance. When openings exist on the shift schedule which bring the number of officers down below the minimum shift requirement a call out procedure begins to fill that opening(s). The most senior officer not scheduled on that shift to work on this date is called first and then proceeds down the seniority list until the vacancy is filled. Officers who are not at home when they are called for this overtime are allowed 20 minutes to be contacted for their response. If the vacancies that are open on the team are not filled from their members, contact is then directed to the next senior officer in patrol/affected division who is scheduled off for the date in question until the openings are filled. If all parties who are available for this overtime decline the next step in the process is attempted. This step involves the use of officers who are working on the date in question who are allowed to accept four (4) hours of the existing overtime, whether they overstay their assigned shift or if they would come in four (4) hours early to fill the vacancy. If this process does not fill the vacancies available, the commander/supervisor shall be compelled to order out to work the lowest senior officer who is available and capable to fill the vacancy.

(c) Rank Seniority: An employee's rank seniority shall be determined by the date of the employee's promotion to the supervisory ranks. Rank seniority shall be utilized on all occasions where special details become available for supervisory positions only.

(d) The special detail list are those details that are compensated through the Village payroll system. These special details will be posted as soon as possible on the rear bulletin board in roll call under a banner entitled Special Details. Officers who sign up will be selected by

basic seniority. Special details with less than twenty hours notice will be filled by the Chief or his designee. Part-time officers may sign up for special details but will only be used in the event that the special detail is not filled twenty four hours in advance from full-time members of the department. One supervisor must be allocated for each five officer assigned to a special detail.

ARTICLE XIV

UNIFORM ALLOWANCE

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing shall receive the clothing from the Village. Officers who are permitted to regularly wear civilian clothes shall receive \$1,100 (effective May 1, 2017) per year per employee toward said clothing cost. Such payment shall be made annually in accordance with department special order S97-25. Employees shall be required to clean and maintain such items properly.

Effective May 1, 2017, employees required to regularly wear a uniform shall receive \$400 per year per employee to clean and maintain such uniform.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village will make available to full-time employees and their dependents group health, dental, hospitalization, vision and life insurance. The Village shall offer employees and their dependents the option to enroll in any approved HMO plan currently offered. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually during the Village's open enrollment period. The Village shall also offer employees who are under the age of 65 who retire during the life of this Agreement and their dependents, the option to participate in the plans offered by the Village to employees in accordance with 215 ILCS 5, Section 367(g) subject to their contribution of

premium costs as provided in § 15.2 of the Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement and as generally indicated by cover sheets in Appendix D. Prior to implementing any change, the Village shall notify the Chapter at least 30 days prior to any changes and, if requested, schedule a meeting to discuss any changes in accordance with Article II.

Employee deductibles, co-insurance, co-pays for services and prescriptions are outlined in the individual plan summaries. The parties agree that should any governmental regulation impose obligations on either party regarding provision of insurance benefits that the parties will meet and confer for purposes of discussing the impact of such legislation.

Section 15.2 Cost. The Village and the Association agree that the Village shall pay the cost of the premiums for the insurance coverage provided by § 15.1 of this Agreement as follows:

(a) HMO

Employees who retire after 20 years of service and at 50 years of age or older:

Retired individual – 100% effective 5/1/99 except for employees hired after January 1, 2014 the 100% shall be reduced for future retirees by the employee premium contribution amount as outlined in Section 15.2(b).

Retiree's spouse and dependents – shall be entitled to be enrolled and the retiree shall pay 100% of the additional premium cost for such coverage. The retiree shall pay all premium costs due directly to the Village Finance Department.

The Village shall apply the current monthly premium amount for single (HMO) coverage (less the monthly employee premium amount, for those hired after

January 1, 2014) to the retired employee's medical plan of choice currently offered by the Village.

IF AN OFFICER LEAVES THE STATE OF ILLINOIS AFTER RETIREMENT AND THERE ARE NO HMO INSURANCE BENEFITS AVAILABLE TO THAT OFFICER, THE AFFECTED OFFICER SHALL RECEIVE A MONTHLY PAYMENT EQUAL TO 100% OF THE THEN CURRENT MONTHLY PREMIUM FOR SINGLE HMO COVERAGE. EXCEPT THAT FOR EMPLOYEES HIRED AFTER JANUARY 1, 2014 THE BENEFIT FOR RELOCATED RETIREES SHALL BE REDUCED BY THE THEN CURRENT MONTHLY PREMIUM FOR SINGLE HMO COVERAGE.

(b) Employee Premium Sharing. Plan participants providing for individual coverage and/or family coverage shall contribute toward monthly premium costs through payroll deduction as follows:

HMO PLAN	1/1/2016	1/1/2017	1/1/2018	1/1/2019
HMO EMPLOYEE	\$30.00	\$40.00	\$45.00	\$50.00
HMO EMPLOYEE + CHILDREN	\$65.00	\$75.00	\$80.00	\$85.00
HMO EMPLOYEE + SPOUSE	\$70.00	\$80.00	\$85.00	\$90.00
HMO FAMILY	\$100.00	\$135.00	\$150.00	\$175.00
HDHP/HSA PLAN	1/1/2016	1/1/2017	1/1/2018	1/1/2019
HDHP/HSA EMPLOYEE	\$15.00	\$25.00	\$30.00	\$35.00
HDHP/HSA EMPLOYEE + CHILDREN	\$25.00	\$35.00	\$40.00	\$45.00
HDHP/HSA EMPLOYEE + SPOUSE	\$30.00	\$40.00	\$45.00	\$50.00
HDHP/HSA FAMILY	\$35.00	\$45.00	\$50.00	\$55.00
SILVER PLAN	1/1/2016	1/1/2017	1/1/2018	1/1/2019
PPO SILVER EMPLOYEE	\$65.00	\$80.00	\$90.00	\$100.00
PPO SILVER EMPLOYEE + CHILDREN	\$130.00	\$150.00	\$160.00	\$170.00
PPO SILVER EMPLOYEE + SPOUSE	\$135.00	\$155.00	\$165.00	\$175.00
PPO SILVER FAMILY	\$200.00	\$235.00	\$255.00	\$275.00
GOLD PLAN	1/1/2016	1/1/2017	1/1/2018	1/1/2019
PPO GOLD EMPLOYEE	\$175.00	\$205.00	\$220.00	\$235.00
PPO GOLD EMPLOYEE + CHILDREN	\$325.00	\$375.00	\$405.00	\$435.00
PPO GOLD EMPLOYEE + SPOUSE	\$340.00	\$393.00	\$422.00	\$454.00
PPO GOLD FAMILY	\$440.00	\$650.00	\$760.00	\$800.00

Emergency room co-pay of \$150.00 will be applied to the HMO and Gold plans.

Prescription co-pays for the HMO and Gold plans are:

- \$10 Generic
- \$15 Brand when generic is not available
- \$25 Brand if a brand prescription is purchased and a generic is available

(c) Wellness Incentive (All Plans)

1. The Village will conduct on-site health screenings scheduled by the Village on predetermined dates each calendar year for the employee. The Village will pay for the cost of the health screening for full-time employees, and their spouses who are currently enrolled on the Village's medical plan.

For those employees who choose not to participate in the employee health screening, the employee's monthly health insurance premium share will be increased by \$80 per month. Such premium increase shall not reflect the voluntary decision of a member's eligible spouse who has elected not to participate in the health screening.

2. If an employee is unable to participate in the health screening when they are held onsite, the employee will have 30 days post written notification that they have not completed the screening to obtain a health screening at one of the screening company's alternate locations. Failure to obtain a screening by that date will result in the loss of the discounted rate.

3. Employee premium rates will be administered assuming the discount will apply; upon confirmation of non-compliance with the wellness screening, discount removal will be applied retroactively to January 1 of the plan year.

(d) HDHP/HSA

Annual Deductible:

For plan years 2016 the annual deductibles for the HDHP/HSA plans will be:

EE:	\$2,600 per annum
EE + Spouse	\$5,200 per annum
EE + Child(ren)	\$5,200 per annum
Family	\$5,200 per annum

For plan year 2017 the annual deductibles for the HDHP/HSA plans will be:

EE:	\$3,250 per annum
EE + Spouse	\$6,500 per annum
EE + Child(ren)	\$6,500 per annum
Family	\$6,500 per annum

For plan years 2018 and 2019, the annual deductibles for the HDHP/HSA plans will be:

EE:	\$3,500 per annum
EE + Spouse:	\$7,000 per annum
EE + Child(ren):	\$7,000 per annum
Family	\$7,000 per annum

Employer contribution to HSA:

For those employees enrolled in the HDHP/HSA Plan, the Village will contribute an amount equal to 40% of the deductible associated with the employee's plan election in the employee's HSA. The Village will make annual deposits no later than the second pay period in January of the respective plan year.

Prescription Drugs / Emergency Room Co-pays:

The prescription drug benefit will again be subject to the annual deductible; however, once the deductible is satisfied prescriptions will be subject to a co-pay of \$0/\$20/\$40 or a model similar, as offered by the administrator at that time.

Emergency room benefit will again be subject to the annual deductible; however once the deductible is satisfied emergency room benefits will be subject to a \$150 co-pay after the deductible is satisfied. All co-pays and deductibles will be subject to a maximum annual out-of-

pocket limit in the amount of \$5,950 per single coverage and \$11,900 per family coverage. *This limit does not apply to deductible and expenses for out-of-network services if the plan uses a network of providers. Instead only deductibles and out-of-pocket expenses for services within the network should be used to figure whether the limit applies.

(e) Section 125 Plan. The Village shall extend to members of the bargaining unit the opportunity to participate in the IRC §125 Plan it has established so long as such Plan continues to be authorized by the Internal Revenue Code.

Section 15.3. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies and/or benefit plan descriptions referred to in this Agreement shall be governed by the terms and conditions set forth in such policies and/or benefit plan descriptions. Any questions or disputes concerning said insurance policies and/or benefit plan descriptions or benefits therein shall be resolved in accordance with the terms and conditions set forth in said policies and/or benefit plan descriptions and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 15.4. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage at least equal to two years' annual base salary of the employee up to a maximum of \$150,000.00.

Section 15.5. Vision Care. Provides vision coverage for employee and eligible dependents at no additional premium cost. Refer to the plan summary for coverage details.

Section 15.6. Permanent Partial and Permanent Total Disability. The Village shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group benefits:

1. Hospitalization and major medical benefits, equal to those of current full time employees, including eligible dependents.
2. Dental benefits equal to those of current full time employees including eligible dependents.
3. Life insurance benefits, equal to those of current full time employees, including eligible dependents.

The permanent partially disabled employee shall bear the cost of benefits, i.e., pay the monthly premium. This coverage shall be made available at the group rate. The Village shall bear the cost of a rider attachment to insurance.

Section 15.7. Insurance for Surviving Spouse. The Village shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group hospitalization and major medical benefits, provided these individuals pay the monthly premium charge for this coverage to the Village. Such premiums shall be made available at group rates.

In the event that the deceased employee is killed in the line of duty the surviving spouse and eligible dependents of such employee shall be provided with health and dental benefits equal

to those prior to the employee's death and the cost of such benefits shall be paid entirely by the Village.

ARTICLE XVI

MAINTENANCE OF ECONOMIC BENEFITS

All significant economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Association of its intention to change them. Upon such notification, and if requested by the Association, the Village shall meet and negotiate, in good faith, any such changes before they are finally implemented by the Village. The Village may temporarily implement such changes pending the outcome of negotiations. Any impasse that develops between the parties as to such change, shall be resolved in accordance with the impasse procedures of the Illinois Public Labor Relations Act, as amended, as of January 1, 1986.

ARTICLE XVII

PROGRAMS AND COMMITTEES

Section 17.1. Physical Fitness Program. The Physical Fitness Program shall continue and amendments in the Program shall be implemented as agreed between the parties and as indicated in Department General Orders and attached herein as Appendix D. The parties agree that this Program shall be reviewed on a continual basis by the Physical Fitness Review Board and modifications may be made to the Program subject to approval by the Chief of Police.

Section 17.2. Accident Review Board. The process of the Accident Review Board shall continue and amendments in the process shall be implemented as agreed between the parties and indicated in Department General Orders, and attached herein as Appendix F. This process shall be reviewed on a continual basis and changes in the process may be made, subject to approval by the Chief of Police.

ARTICLE XVIII

IMPASSE RESOLUTION

Upon expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14 provided that the panel shall be limited to members of the National Academy of Arbitrators.

ARTICLE XIX

POLICE AND FIRE COMMISSION AND THE IMPOSITION OF DISCIPLINE

Section 19.1. Police and Fire Commission Authority. The parties recognize that the Police and Fire Commission of the Village of Orland Park has certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1, et seq. The Agreement is nevertheless intended to supplement the authority of the Police and Fire Commission by providing employees with the right to choose between having a dispute as to a disciplinary action resolved through the grievance/arbitration procedure of this Agreement or by hearing conducted by the Police and Fire Commission. Accordingly, the parties agree that if a disciplinary matter as to which a grievance has been filed is not resolved at step 3 of the grievance procedure, the employee shall have the right choose to have the dispute heard before the Police and Fire Commission or subject to the approval of the Association to continue an appeal through the grievance procedure as described in §5.3 of this Agreement. An employee must elect in writing between having a dispute as to a disciplinary action resolved through the grievance/arbitration procedure or by a hearing conducted by the Police and Fire Commission. The filing of a notice with the Village by the Association to refer the grievance to arbitration, as described in §5.3, shall also contain a signed statement from the affected employee waiving any and all rights they may have to appeal the disciplinary action to the Police and Fire Commission.

Any disciplinary action notice of appeal filed without the required signed waiver shall not be arbitrable and the arbitrator shall be without jurisdiction to consider or rule upon the matter. Conversely, the failure to file such notice shall constitute a waiver of the grievance appeal and an election by the employee to have the dispute heard by the Police and Fire Commission.

In the event of any conflicts between this procedure and any Village ordinances or Police and Fire Commission rules, the provisions of this contract shall take precedence.

The administration of discipline by the Employer in other respects shall be carried out as stated in these sections which follow.

Section 19.2. Disciplinary Action. Disciplinary action (i.e. oral or written reprimand, suspension or discharge) may be imposed upon an employee only for just cause. In no event shall the discipline of an employee include corporal punishment. The demotion of a sergeant to patrol officer will be subject to section 19.1.

Section 19.3. Pre-Disciplinary Meeting. Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Chief of Police, prior to implementing the intended disciplinary action, the Chief or his designee shall notify the Association and meet with the employee involved, and the employee's Association representative if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Association representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 19.4. Notification and Measure of Disciplinary Action. In the event disciplinary action of thirty (30) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any

grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to him, nor shall it affect the authority of the Fire and Police Commission under the Municipal Code.

Section 19.5. Polygraph Testing. The Village shall abide by Illinois Law concerning polygraph examinations.

Section 19.6. Purge of Personnel File. An officer may request in writing to the Chief of Police that a specific oral reprimand shall be removed from the employee's personnel file, if, from the date of the last oral reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. An officer may request in writing to the Chief of Police that a specific written reprimand shall be removed from the employee's personnel file, if, from the date of the last written reprimand, thirty-six (36) months have passed without the employee receiving an additional written reprimand or discipline for the same or substantially similar offenses with the exception of misconduct involving insubordination, excessive force, sexual harassment, discrimination, criminal conduct or dishonesty in the performance of official police duties. Notwithstanding the above, the record of such disciplinary action may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners or an independent arbitrator.

Section 19.7 Uniform Police Officer's Disciplinary Act. The parties agree that the provisions of Chapter 50, ILCS 725/1, et seq., in effect as of 5/1/11, are hereby incorporated as part of this Agreement.

Section 19.8 Post Shooting Incident. All officers who use deadly force against another person shall not be the subject of a formal interview or interrogation within forty-eight hours from the time of the incident.

ARTICLE XX

UNION SECURITY AND RIGHTS

Section 20.1. Dues Checkoff. While this Agreement is in effect, the Village may deduct from each employee's paycheck once each pay period a uniform, regular, monthly Association dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix F of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

An Association member desiring to revoke the dues checkoff may do so by thirty (30) days written notice to the Employer at any time during the contract.

The actual dues amount deducted, as determined by the Association, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision.

If the employee has no earnings due for that period, the Association shall be responsible for collection of dues. The Association agrees to refund to the employee any amounts paid to the Association in error on account of this deduction provision. The Association may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Association will give the Village sixty (60) days notice of any such change in the amount of uniform dues to be collected.

The Village shall provide for the direct deposit of Association dues to an account designated by the Association provided such account is with a bank designated by the Village from time to time.

Section 20.2. Association's Indemnification. The Association shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of

liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of actions taken or not taken by the Village in complying with the provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

Section 20.3. Fair Share. Bargaining unit employees who are not members of the Association shall, as a condition of employment, commencing sixty (60) days after employment or sixty (60) days after the effective date of this Agreement, be required to pay a fair share fee to the Association for collective bargaining and contract administration rendered by the Association. Such fair share fee shall not exceed the full dues amount paid by members of the Association. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Association. The Association shall supply to the Employer a list of non-members and shall certify to the Employer the fair share amount to be deducted. Fair share amounts shall not include any contributions related to the election or support of any candidate for political office.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share payers.

Accordingly, the Association agrees to the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is hereby agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers as set forth above, shall not be subject to the grievance/arbitration procedure set forth in this Agreement. It is agreed that all objections or disputes hereunder between the Association and any non-member shall be subject to resolution through any applicable procedures of the Illinois State Labor Relations Board.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Association. If the affected employee and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization. The Association shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other form of liability and-for all legal costs that shall arise out of any action taken or not taken by the Village in complying with the provisions of this fair share article.

ARTICLE XXI

SUBSTANCE ABUSE PREVENTION PROGRAM

The parties agree to be bound by the Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees, attached hereto as Appendix G.

ARTICLE XXII

SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall

apply only to that specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Association agree to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV

TERMINATION

Section 24.1. Termination. This Agreement shall be effective as of May 1, 2015 and shall remain in full force and effect until 11:59 p.m. on the April 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 24.2. Termination Effect. Upon the termination of this Agreement, all agreements and obligations of the parties secured by this Agreement shall be terminated and shall not survive the Agreement, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations Act in which event the Village shall maintain the status quo as provided in Section 14(1) of the Act.

The parties may also extend the term of this Agreement by written agreement.

Signed:

Village of Orland Park

By: 

Name: Daniel J. McLaughlin

Its: Mayor

Dated: 4-27-17

By: 

Name: Joseph S. La Margo

Its: Interim Village Manager

Dated: 4-27-17

By: 

Name: John C. Mehalek

Its: Village Clerk

Dated: 4-27-17

Signed:

Orland Park Police Supervisors Association

By: 

Name: Steven J. Sutherland

Its: President

Dated: 4-24-17

By: 

Name: Scott Sinko

Its: Vice President

Dated: 4-24-17

By: 

Name: Troy Siewett

Its: Secretary/Treasurer

Dated: 04-24-17



SUPPLEMENT - APPENDIX A

Effective August 29, 1991, the Village agrees that bargaining unit employees who otherwise qualify for paid short-term disability benefits under Section 11.6 of the current 1990-1993 Collective Bargaining Agreement shall be entitled to receive short-term disability benefits for a period of up to 52 weeks per disability.

ORDINANCE NUMBER 1189, SHORT TERM DISABILITY

Be it ordained by the President and Board of Trustees of the Village of Orland Park, Cook Count, Illinois, as follows:

Section 1

That a short term disability salary protection plan as hereinafter set forth be and the same is hereby established for full-time employees of the Village of Orland Park, Illinois.

Section 2

Commencing May 1, 1982, the Village of Orland Park, Illinois, will guarantee 75% of a full-time employee's weekly salary, except as hereinafter provided for certain police department personnel. Said guarantee shall be, however, coordinated with other benefits available to the full-time employee from disability plans to which the Village makes contributions, to wit:

1. The Illinois Municipal Retirement Fund
2. Worker's Compensation
3. Federal Social Security
4. Police Pension Fund of the Village of Orland Park, Illinois

Section 3

Full-time employees, for the purposes of the Ordinance, shall be an employee whose employment requires 40 work hours per week and who has worked for the Village for a period encompassing 30 consecutive days.

Section 4

An employee is considered disabled if said employee is unable to perform the duties of any position which might reasonably be assigned by the department director of the employee or by the Village Manager.

Section 5

A full-time employee entitled to benefits hereunder shall make application on a form or forms to be provided by the Comptroller of the Village. An application shall be supported by medical reports. The Comptroller of the Village shall administer the Plan herein established. Periodic medical reports shall be required to determine if the employee continues to be disabled. The employee entitled to benefits shall also make application for such disability benefits as are available from the above cited sources, whichever is applicable.

Section 6

Payment of the benefits hereunder shall commence immediately in the case of an accident and after seven (7) days in the case of illness. The maximum period of payment of benefits hereunder shall be 52 weeks. Any employee receiving benefits from gainful employment from the Village or any source shall not be considered disabled and eligible for benefits hereunder.

Section 7

An employee may choose to use sick days or vacation days at 100% of his salary in lieu of disability payments of 75%. If an employee exercises such option, disability payments will commence when the employee's sick or vacation days have been exhausted, provided that one (1) week has elapsed in the case of an illness.

Section 8

Disability compensation for police personnel falling within the provisions of the Illinois Revised Statutes, 1979, Chapter 70, Paragraph 91, shall be as therein provided and no provisions of this Ordinance shall be construed as in any way modifying the provisions of said Statute.

Section 9

A separate fund shall be established known as the Employees Short Term Disability Fund, which shall be funded with monies from the General Corporate Fund. Any fund balance at the end of the fiscal year will be designated as reserved for benefits for the following fiscal year. Any fund deficit at the end of the fiscal year will be reimbursed by the General Corporate Fund. Sufficient monies shall be budgeted in the disability reserve account in each department in the General Corporate Fund to fund the Short Term Disability Fund. All expenses of administration of the Short Term Disability Fund will be paid from the Short Term Disability Fund.

Section 10

That all Ordinances or parts of Ordinances in conflict with the provisions hereof are hereby repealed insofar as they conflict herewith.

Section 11

That this Ordinance shall become and be effective from and after its passage and approval.

Passed this 12th day of July, 1982.

Signed by Village Clerk:	Anne M. Limanowski
Voting Aye:	Trustees Owens, Harlan and Stroh, Village President Doogan
Voting Nay:	Trustee O'Sullivan
Absent:	Trustees Wilson and Sellman
Abstain:	None

Deposited in my office this 12th day of July, 1982

Signed by Village Clerk: Anne M. Limanowski

Approved this 12th day of July, 1982

Signed by Village President: Melvin Doogan

Clarification of the Coordination of Police Disability Pension Application and the Village's Short-Term Disability Program, Ordinance 1189 (applies to employees hired before October 1, 2015)

Pure Police Pension Application

- a. The employee applies for the Police Disability Pension.
- b. The employee does not apply for the Village's STD program.
- c. The employee uses paid accrued time (sick, vacation, personal, holiday, compensatory time) while waiting for the approval of the Police Disability Pension.
 - i. Employee is considered an active employee, all deductions are made from paycheck. (insurance, pension, union, deferred comp, etc.)
 - ii. Considered "good time" for pension purposes.
- d. If the employee runs out of accrued time and the Police Disability Pension is yet to be approved the employee is put in an unpaid status for up to a maximum of 12 months from the date of the application for the Police Disability Pension.
 - i. Employee pays the current employee insurance rate in a separate check to payroll to maintain insurance benefits.
 - ii. No payroll deductions are made as employee is in an unpaid status.
 - iii. Considered "bad time" for pension purposes.
- e. The Police Disability Pension is approved by the Pension Board.
 - i. Police Disability Pension starts on the day the employee is removed from the Village payroll.
 - ii. This would be the day the employee entered an unpaid status.
- f. Village processes payment to employee in accordance with Section 11.6 Leave for Illness, Injury or Pregnancy of the collective bargaining agreement (assume non-duty related for example purposes). Village payments are made directly to the employee by the short-term disability administrator.
 - i. Pension pays 50%, Village pays 50% for 2 months.
 - ii. Pension pays 50%, Village pays 45% for 2 months.
 - iii. Pension pays 50%, Village pays 40% for 8 months.
 - iv. The payments are retro to the date the employee was removed from Village payroll. Thus, if employee is removed from payroll on January 1 and the Police Disability Pension is approved on June 1, retro pay would be paid in accordance with the schedule above, the employee would remain on the biweekly payroll in addition to the pension for up to a maximum of 12 months, December 31 (from the date of unpaid status).
 - v. This time is considered "bad time" for pension purposes.
 - vi. Pension, state taxes are not taken from the pension payments.
 - vii. Federal taxes can be deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, insurance premium, pension contribution).
 - viii. At the end of the 12 months the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
 - ix. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

2. Village's Short-Term Disability Program (STD), Ordinance 1189.

- a. Employee applies for short-term disability on forms provided by the current short-term disability administrator.
- b. The claim for short-term disability is reviewed by the administrator and an approval determination is made and provided to the Village and the employee.
- c. Employee is paid 75% salary for a maximum of 52 weeks (12 months) per disability.
- d. "Good time" for Police Pension purposes.
- e. STD benefit payments are made to the employee by the current short-term disability administrator.
- f. Federal taxes can be deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, pension contribution, insurance premium).
- g. At the end of the 52 weeks employee returns to work, runs out accruals, leaves employment, or becomes a Police Disability Pensioner (if applied for and approved).

3. Village STD Program and Police Disability Pension.

- a. Employee applies for Village's STD program and Police Disability Pension at the same time.
- b. STD is approved within the STD administrator process, Police Disability Pension is pending for several weeks/months.
- c. Employee is paid 75% on Village's STD, time is considered "good time".
- d. Disability Pension is approved 6 months into Village's STD program.
- e. Disability Pension **begins on the date of its approval** in conjunction with Village's STD. Village payments are made directly to the employee by the short-term disability administrator.
 - i. Pension pays 50%, Village pays 50% for 2 months.
 - ii. Pension pays 50%, Village pays 45% for 2 months.
 - iii. Pension pays 50%, Village pays 40% for remaining 2 months.
 - iv. This time is considered "bad time" for pension purposes.
 - v. Payroll deductions will not be taken from these payments. The employer will make arrangements with the employee to process the other payroll deductions (ie, insurance premium, pension contribution).
 - vi. At the end of the 12 months (which started at the beginning of the Village's STD Program) the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
 - vii. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

VILLAGE OF ORLAND PARK

Ordinance No: 4690

ORDINANCE AMENDING ORDINANCE NUMBER 1189 (SHORT TERM DISABILITY)

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, that effective January 1, 2012, Ordinance Number 1189, Short Term Disability, passed July 12, 1982, be amended in its entirety to provide as follows:

SECTION 1

A short term disability salary protection plan (the "Plan") as hereinafter set forth be and the same is hereby established for full-time employees of the Village of Orland Park, Illinois.

SECTION 2

Commencing January 1, 2012, the Village of Orland Park, Illinois, will guarantee 75% of a full-time employee's weekly salary, except as hereinafter provided for certain police department personnel. Said guarantee shall be, however, coordinated with other benefits available to the full-time employee from disability plans to which the Village makes contributions, to-wit:

1. The Illinois Municipal Retirement Fund
2. Worker's Compensation
3. Federal Social Security
4. Police Pension Fund of the Village of Orland Park, Illinois

SECTION 3

A full-time employee, for the purposes of the Plan, shall be an active employee whose employment requires 40 work hours per week and who has worked for the Village for a period encompassing 180 consecutive days. The Village reserves the right to contract with any insurance carrier to provide part or all of the short-term disability benefits described herein.

SECTION 4

An employee is considered disabled if medical documentation supports that determination and said employee is unable to perform the duties of any position which might reasonably be assigned by the Department Director of the employee or by the Village Manager.

SECTION 5

A full-time employee entitled to benefits under the Plan shall make application on a form or forms to be provided by the Human Resources Office of the Village or the Short-Term Disability

VILLAGE OF ORLAND PARK

Ordinance No: 4690

Administrator and follow the claims administration procedures set forth by the Administrator. An application shall be supported by medical reports. The Human Resources Office of the Village shall administer the Plan herein established and may use the services of a third party Short-Term Disability Administrator. Periodic medical reports shall be required to determine if the employee continues to be disabled. The employee entitled to benefits shall also make application for such disability benefits as are available from the above cited sources, whichever is applicable.

SECTION 6

Payment of the benefits hereunder shall commence immediately in the case of an accident and after seven (7) days in the case of illness. The maximum period of payment of benefits hereunder shall be 26 weeks. Any employee receiving benefits from gainful employment from the Village or any other source shall not be considered disabled and eligible for benefits hereunder.

SECTION 7

An employee may choose to use sick days, vacation days or other accrued paid time off at 100% of his/her salary in lieu of disability payments of 75%. If an employee exercises such option, disability payments may commence when the employee's sick days, vacation days or other accrued paid time off have been exhausted, provided that one (1) week has elapsed in the case of an illness.

SECTION 8

Disability compensation for police personnel falling within the provisions of the Public Employee Disability Act, Chapter 5, Act 345, Section 0.01, et seq., as said statute may subsequently be supplemented or amended, shall be as therein provided and no provisions of this Ordinance shall be construed as in any way modifying the provisions of said statute.

SECTION 9

If any employee receives benefits from gainful employment from any other source while receiving short-term disability benefits under the Plan, said employee shall cease to be entitled to receive any further benefits under the Plan.

SECTION 10

That all Ordinances or parts of Ordinances in conflict with the provisions hereof are hereby repealed insofar as such conflict.

SECTION 11

Clarification of the Coordination of Police Disability Pension Application and the Village's Short-Term Disability Program, Ordinance 4690 (applies to employees hired on or after October 1, 2015)

Pure Police Pension Application

- a. The employee applies for the Police Disability Pension.
- b. The employee does not apply for the Village's STD program.
- c. The employee uses paid accrued time (sick, vacation, personal, holiday, compensatory time) while waiting for the approval of the Police Disability Pension.
 - i. Employee is considered an active employee, all deductions are made from paycheck. (insurance, pension, union, deferred comp, etc.)
 - ii. Considered "good time" for pension purposes.
- d. If the employee runs out of accrued time and the Police Disability Pension is yet to be approved the employee is put in an unpaid status for up to a maximum of 6 months from the date of the application for the Police Disability Pension.
 - i. Employee pays the current employee insurance rate in a separate check to payroll to maintain insurance benefits.
 - ii. No payroll deductions are made as employee is in an unpaid status.
 - iii. Considered "bad time" for pension purposes.
- e. The Police Disability Pension is approved by the Pension Board.
 - i. Police Disability Pension starts on the day the employee is removed from the Village payroll.
 - ii. This would be the day the employee entered an unpaid status.
- f. Village processes payment to employee in accordance with Section 11.6 Leave for Illness, Injury or Pregnancy of the collective bargaining agreement (assume non-duty related for example purposes). Village payments are made directly to the employee by the short-term disability administrator.
 - viii. Pension pays 50%, Village pays 50% for 2 months.
 - ix. Pension pays 50%, Village pays 45% for 2 months.
 - x. Pension pays 50%, Village pays 40% for 8 months.
 - xi. The payments are retro to the date the employee was removed from Village payroll. Thus, if employee is removed from payroll on January 1 and the Police Disability Pension is approved on June 1, retro pay would be paid in accordance with the schedule above, the employee would remain on the biweekly payroll in addition to the pension for up to a maximum of 6 months, December 31 (from the date of unpaid status).
 - xii. This time is considered "bad time" for pension purposes.
 - xiii. Pension, state taxes are not taken from the pension payments. However, state taxes are taken from the bi-weekly.
 - xiv. Federal taxes can be deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, insurance premium, pension contribution).
 - xv. At the end of the 6 months the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
 - xvi. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

4. Village's Short-Term Disability Program (STD), Ordinance 4690.

- a. Employee applies for short-term disability on forms provided by the current short-term disability administrator.
- b. The claim for short-term disability is reviewed by the administrator and an approval determination is made and provided to the Village and the employee.
- c. Employee is paid 75% salary for a maximum of 26 weeks (6 months) per disability.
- d. "Good time" for Police Pension purposes.
- e. STD benefit payments are made to the employee by the current short-term disability administrator.
- f. Federal taxes and state taxes are deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, pension contribution, insurance premium).
- g. At the end of the 26 weeks employee returns to work, runs out accruals, leaves employment, or becomes a Police Disability Pensioner (if applied for and approved).

5. Village STD Program and Police Disability Pension.

- a. Employee applies for Village's STD program and Police Disability Pension at the same time.
- b. STD is approved within the STD administrator process, Police Disability Pension is pending for several weeks/months.
- c. Employee is paid 75% on Village's STD, time is considered "good time".
- d. Disability Pension is approved 2 months into Village's STD program.
- e. Disability Pension **begins on the date of its approval** in conjunction with Village's STD. Village payments are made directly to the employee by the short-term disability administrator.
 - i. Pension pays 50%, Village pays 50% for 2 months.
 - ii. Pension pays 50%, Village pays 45% for 2 months.
 - iii. Pension pays 50%, Village pays 40% for remaining 2 months.
 - iv. This time is considered "bad time" for pension purposes.
 - v. Payroll deductions will not be taken from these payments. The employer will make arrangements with the employee to process the other payroll deductions (ie, pension contribution, insurance premium).
 - vi. At the end of the 6 months (which started at the beginning of the Village's STD Program) the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
 - vii. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

Village of Orland Park					APPENDIX B
Orland Park Police Supervisors Association					
Pay Rates 5/1/2015- 4/30/2019			Step	Step	Step
	Effective Date		5	6	7
Police Sergeant	5/1/2014		\$101,328.70	\$105,432.74	\$109,742.53
Grade 362 POS 160	2.50%		\$48.72	\$50.69	\$52.76
	5/1/2015		\$103,771.20	\$107,972.80	\$112,382.40
	2.40%		\$49.89	\$51.91	\$54.03
	5/1/2016		\$106,267.20	\$110,572.80	\$115,086.40
	2.40%		\$51.09	\$53.16	\$55.33
	5/1/2017		\$107,267.20	\$111,572.80	\$116,086.40
	(add \$1,000)		\$51.57	\$53.64	\$55.81
	5/1/2017		\$109,844.80	\$114,254.40	\$118,872.00
	2.40%		\$52.81	\$54.93	\$57.15
	5/1/2018		\$112,486.40	\$117,000.00	\$121,721.60
	2.40%		\$54.08	\$56.25	\$58.52
Police Lieutenant	5/1/2014		\$106,745.60	\$110,843.20	\$115,148.80
Grade 363 POS 50	2.50%		\$51.32	\$53.29	\$55.36
	5/1/2015		\$109,304.00	\$113,505.60	\$117,915.20
	2.40%		\$52.55	\$54.57	\$56.69
	5/1/2016		\$111,924.80	\$116,230.40	\$120,744.00
	2.40%		\$53.81	\$55.88	\$58.05
	5/1/2017		\$113,924.80	\$118,230.40	\$122,744.00
	(add \$2,000)		\$54.77	\$56.84	\$59.01
	5/1/2017		\$116,646.40	\$121,056.00	\$125,694.40
	2.40%		\$56.08	\$58.20	\$60.43
	5/1/2018		\$119,454.40	\$123,968.00	\$128,710.40
	2.40%		\$57.43	\$59.60	\$61.88

my

Plan Comparison

factsheet

VILLAGE OF ORLAND PARK BENEFITS PROGRAM

EFFECTIVE JANUARY 1, 2017 / AFSCME, DCC, MAP, OPPSA

IN-NETWORK*HMO ILLINOIS
(H00004)HDHP/HSA
(PA1934)SILVER
(P40369)GOLD
(P40366)**PROGRAM BASICS**

Individual Deductible —Must be met before plan benefits are paid.	NONE	\$3,250**	\$1,000	\$200
Family Deductible —Must be met before plan benefits are paid.	NONE	\$6,500**	\$3,000	\$600
Individual HSA Village Contribution***	\$0	\$1,300	\$0	\$0
Family HSA Village Contribution***	\$0	\$2,600	\$0	\$0
Individual Coverage Out-of-Pocket Expense (OPX) Limit****	\$1,500	\$5,950	\$1,500	\$500
Family Coverage Out-of-Pocket Expense (OPX) Limit****	\$3,000	\$11,900	\$4,500	\$1,500
Rx Individual Out-of-Pocket Expense (OPX) Limit	\$3,000	Included In Medical	\$3,000	\$3,000
Rx Family Out-of-Pocket Expense (OPX) Limit	\$6,000	Included In Medical	\$6,000	\$6,000

PHYSICIAN SERVICES

Physician Office Visits	100%	100%	\$20 PCP copay \$40 Specialist copay	90%
Preventive Care —Deductible does not apply.	100%	100%	100%	100%

HOSPITAL SERVICES

Emergency Room Copay —Waived if admitted.	\$150 copay	\$150 copay ^{††}	\$150 copay	\$150 copay
Inpatient Hospital Services	100%	100%	80%	100%
Outpatient Hospital Services	100%	100%	80%	100% (deductible waived)
Outpatient Surgery & Diagnostics	100%	100%	80%	100% (deductible waived)
Medical / Surgical Services	100%	100%	80%	90%

PRESCRIPTION DRUGS

Retail Copayments are for up to a 34-day supply at a contracting retail pharmacy.	\$10 / \$15 / \$25	\$0 / \$20 / \$40 ^{††}	\$10 / \$30 / \$50	\$10 / \$15 / \$25
Mail Service Maintenance medications are available for up to a 90-day supply.	\$10 / \$15 / \$25	\$0 / \$20 / \$40 ^{††}	\$20 / \$60 / \$100	\$10 / \$15 / \$25

ADDITIONAL SERVICES

Muscle Manipulation Services	100% (Max 60 visits)	100% (Max 25 visits)	\$40 copay (Max 25 visits)	90%
Therapy Services – Speech, Occupational and Physical • Limited to 60 visits per therapy per calendar year.	100%	100%	80%	90%

MY BENEFIT COST Monthly Amount You Pay with Wellness Incentive[†]

• You Only	\$40.00	\$25.00	\$80.00	\$205.00
• You + Spouse	\$80.00	\$40.00	\$155.00	\$393.00
• You + Kid(s)	\$75.00	\$35.00	\$150.00	\$375.00
• Family	\$135.00	\$45.00	\$235.00	\$650.00

* Out-of-network coverage information is detailed in the Certificates of Health Care Benefits prepared by BCBS. Available at www.myOPforEmployees.org.

** Embedded Family Deductible Feature (HDHP/HSA Plan): If an individual who has family coverage satisfies the individual deductible, their in-network benefits will be covered at 100%.

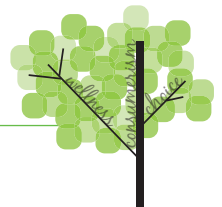
*** Does not apply to benefit continuation participants or officials.

**** Does not include amounts over the Schedule of Maximum Allowances (SMA).

[†] Assumes employee participation in wellness incentive. Refer to the myWellness factsheet for additional monthly cost without participation in the wellness incentive.

^{††} Deductible must be met, then copay applies.

Contact us

Human Resources Office
708.403.6155

VILLAGE OF ORLAND PARK BENEFITS PROGRAM

This publication represents a brief summary of the medical plans offered by the Village of Orland Park. The individual Certificates of Health Care Benefits prepared by BCBS are the official documentation of each specific plan. The Certificates will govern over this summary should there be a discrepancy.



**ORLAND PARK POLICE DEPARTMENT
GENERAL ORDER**

ORDER NUMBER: 22-3
 SUBJECT: PHYSICAL FITNESS PROGRAM
 EFFECTIVE DATE: March 1, 1998
 AMENDED DATE: March 1, 2001
 AUTHORITY: Timothy J. McCarthy
 REVIEW DATE: March 1, 2019
 REVIEWER: Physical Fitness Program Coordinator

INDEX AS:

22.3.1 MEDICAL EXAMINATIONS

22.3.2 PHYSICAL FITNESS PROGRAM

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

22.3.4 PHYSICAL FITNESS PROGRAM COORDINATOR RESPONSIBILITIES

PURPOSE:

The purpose of this order is to define provisions for physical examinations for sworn employees, at no cost, and to specify criteria for general health and physical fitness through an established and maintained physical fitness program.

DEFINITIONS:

Fitness Standards: For the purpose of this order the Department shall recognize and adopt the established "physical fitness training standards" as developed and published by the Illinois Local Government Law Enforcement Training Board

Physical Fitness: A health status pertaining to the individual officer having the physiological readiness to perform maximum physical effort when required. Physical Fitness consists of four areas:

1. Aerobic Capacity: cardiovascular endurance, the heart and vascular systems capacity to transport oxygen.
2. Strength: the ability of muscles to generate force.
3. Flexibility: pertains to the range of motion of the joints and muscles
4. Muscular Endurance

Physical Fitness Program Coordinator: A sworn officer of the Department, appointed by the Chief of Police, who is responsible for planning and coordinating all activities relating to the development and maintenance of the officer's Physical Fitness Program.

Physical Fitness Trainers: Sworn officers of the Department, appointed by the Chief of Police, and trained to assist in the maintenance of the Program and to provide, on an individual basis, review and assistance to any officer requesting assistance with Program Standards.

ORDER:

22.3.1 MEDICAL EXAMINATIONS

- A. Pre-entry medical examinations.

1. As part of the police officer selection process, all police applicants, prior to the final selection for employment, must undergo a thorough medical examination. This examination will be provided at no cost to the applicant by the Orland Park Police Commission and the Orland Park Police Pension Board.

B. Post entry medical examinations.

1. Periodic physical examinations are a benefit to both the officer and the Department. Any physical examination performed in accordance with this order, shall be conducted only to confirm the officer's continued fitness to perform the tasks of their assignment and to inform them of their general physical condition and not to identify officers with disabilities who are otherwise able to perform their assigned duties, with or without reasonable accommodation.
2. The Department shall require all sworn officers Part-time and full-time, to undergo periodic physical examinations according to a schedule developed and published by the Department.
3. The examination will be administered by a Village-prescribed medical physician/facility selected by the Department.
4. The physical examination shall consist of those tests and examinations deemed appropriate by the Chief of Police and consulting physician (s).
5. All examination results will be given to each officer and a copy of those results will be placed in the officer's personnel file.

C. Medical Examination Costs

1. All medical examinations undergone at the direction of the Department and utilizing its authorized physician shall be provided at the expense of the Department.
2. In the event an officer chooses to utilize a personal physician, the fee shall be paid by the officer. The results may be subject to confirmation by the Department authorized physician.

22.3.2. PHYSICAL FITNESS PROGRAM

- A. The functions of law enforcement require a level of fitness not demanded by many other occupations; therefore physical fitness should be a personal and professional goal of every officer of the Department. The Department shall maintain a physical fitness program to assist officers in achieving fitness levels consistent with job requirements, physical traits, and personal interest.
- B. The Department recognizes that it is composed of persons of various ages, fitness levels, and nutritional needs. Hence, there cannot be a single set of requirements for general application to every officer. Rather the Department will train select officers, who shall be members of the Physical Fitness Committee, in appropriate health, fitness, and nutritional disciplines to act as resource personnel. Additionally, Committee members shall possess the capabilities to perform the following functions:
 1. Conduct the physical fitness assessment tests, prescribed in this order, to determine an officer's current physical condition in relation to the established standards.
 2. Provide an individually tailored program, if necessary, for an officer to address the following areas:
 - a. Cardiovascular fitness conditioning.
 - b. Strength training.
 - c. Custom fitness programs in both anaerobic and aerobic conditioning.
 - d. Blood pressure and heart rate guidelines.
- C. Prior to implementation of any personalized program of physical fitness, officers shall obtain a medical examination and program approval from their personal physicians.

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

A. Testing.

Fitness testing shall be conducted semi-annually via the Office of the Director of Training by the Physical Fitness Committee, under the direction of the Physical Fitness Coordinator. They shall ensure that the following guidelines are adhered to during testing:

1. A fitness inventory form is completed on the day of testing.

2. A State of Illinois Certified Paramedic is present prior to testing to conduct blood pressure screenings of all participants.
3. The excluded/prohibited officer is advised to consult with a physician and that the exclusion is reported to the Physical Fitness Committee.
4. The results of the testing shall be forwarded to the Physical Fitness Coordinator for review and follow-up action with the Physical Fitness Committee.

B. Standards.

The standards or criteria for the fitness testing shall be the State of Illinois Local Governmental Law Enforcement Officers Training Board Fitness Standards as published, and included in Attachment #1 of this order.

1. Those officers who are unable to perform the 1.5 mile run for medical reasons and submit the appropriate medical documentation may opt for alternative testing as authorized by the Physical Fitness Committee.

C. Record keeping.

The Police Administration shall maintain fitness records for all officers in the personnel medical file. These records will be confidential and only open for review by the Chief of Police, or his designee and the individual officer.

D. Performance Evaluation.

1. Results of officer fitness testing shall be considered within the physical condition section of the annual officer performance evaluations as follows:
 - a. Meeting minimum standards shall constitute meets standards.
 - b. 10% above minimum standards shall constitute exceeds standards.

E. Administrative review.

Any officer unable to successfully meet the minimum standards as defined within this order shall be subject to administrative review. Administrative review will initiate when an officer fails two (2) consecutive semi-annual fitness tests. Additionally, officer(s) who fail to adhere to a remedial fitness training program in an effort to meet the minimum standards will be subject to administrative review.



**ORLAND PARK POLICE DEPARTMENT
GENERAL ORDER**

ORDER NUMBER: 26-5
 SUBJECT: CRASH REVIEW BOARD PROCEDURES
 EFFECTIVE DATE: March 1, 1998
 AUTHORITY: Timothy J. McCarthy
 REVIEW DATE: March 1, 2019
 REVIEWER: Deputy Chief of Police

INDEX AS:

26.5.1. POLICY STATEMENT

26.5.2. CRASH REVIEW BOARD

26.5.3. CRASH REPORTING AND RESPONSIBILITIES

26.5.4. CRASH REVIEW DISPOSITION

26.5.5. CRASH REVIEW APPEAL PROCESS

PURPOSE:

The purpose of this general order is to establish the Crash Review Board and its policy regarding members of the Orland Park Police Department involved in traffic crashes while operating a vehicle owned by the Village of Orland Park.

ORDER:

26.5.1. POLICY STATEMENT

It is the policy of the Orland Park Police Department to investigate all traffic crashes in which a motor vehicle collides with or is involved in any incident causing damage to a vehicle owned by the Village of Orland Park and driven by members of Orland Park Police Department.

26.5.2. CRASH REVIEW BOARD

A. Crash Review Board Composition

1. The Crash Review Board shall consist of two (2) supervisors and two (2) patrol officers as established within the guidelines set forth in the existing Committee Appointment Procedure and in accordance with current collective bargaining agreements(s). Such personnel will be assigned on a quarterly basis by the Commander of Administration/Technical Services.
 - a. The assignment of personnel to the Crash Review Board shall be posted by Special Order and disseminated in accordance with procedures set forth in General Order 12.2 Written Directives.
2. In addition to the stated personnel, a trained Crash Investigator from this or other police agency may be called upon by the Crash Review Board to assist with the investigation of a crash. This individual shall not have voting privileges in establishing final decisions of this board.

B. Crash Review Board Function

1. It shall be the function of the Crash Review Board to investigate and establish the causes of crashes involving members while driving vehicles owned by the Village of Orland Park. The board shall conduct the investigation utilizing all reports furnished by the Chief of Police. After careful consideration of all relevant facts involved, the board, through its spokesperson, shall present in writing the board's findings to the Chief of Police for final consideration and subsequent action. A copy of the board's findings will also be provided to the member(s) involved in the crash. The board shall meet and consider accidents within ten (10) days after occurrence unless otherwise authorized by the Chief of Police.

26.5.3. CRASH REPORTING AND RESPONSIBILITIES

- A. Upon any occurrence of a motor vehicle crash involving any vehicle owned by the Village of Orland Park, regardless of the extent of damage to the vehicle, the Department member involved (driver or operator) shall be responsible for the following procedures;
 1. The notification to the shift commander and/or supervisor without unnecessary delay.
 2. A written memorandum forwarded to the Administrative & Technical Services Division Commander, through the chain of command, that includes a synopsis of the event, the exact location, and the extent of damage involved. This memorandum should be completed prior to the end of the member's duty shift, or if incapacitated, as soon as practicable thereafter.
 3. The timely completion of any report forms that are required to be completed by the driver/operator and forwarded to the State of Illinois.
- B. The shift commander shall ensure that the following procedures are completed upon the occurrence of any crash involving Department vehicles;
 1. The completion of a State traffic crash report by an on-duty member of the Department Traffic Safety Unit following established procedures of the State of Illinois and the Department. In the event there is no Traffic Unit Officer on-duty, the report may be completed by any officer of the Department as assigned by the supervisor.
 - a. In those cases where the crash involves severe injuries and/or death of any person(s) involved in the crash, the on-call Traffic Unit officer will be summoned to conduct the traffic crash investigation.
 2. The shift commander, or designated supervisor, will visit the crash scene, if practicable and make a visual inspection of the damage to any department vehicle. The shift commander, or designated supervisor, at the time of the crash shall provide a written memorandum to the Administrative & Technical Services Division Commander relating the available facts of the crash, the nature of the damage inspected and the location of the damaged vehicle. This memorandum shall be completed prior to the end of the shift commander's duty shift.
- C. In the course of the investigation, the Crash Review Board may require the involved member to appear in person before the board to secure additional facts. The member may also petition the Crash Review Board to appear in person, in his own interest, to present facts and information not provided in the Traffic Crash Report.

26.5.4. CRASH REVIEW DISPOSITION

- A. The Crash Review Board shall present its finding in writing to the Chief of Police, through its elected spokesperson, regarding the cause of the accident. Utilizing all records and resources available, the board will endeavor to provide a fair and impartial account of the accident to the Chief of Police to assist in the decision regarding the crash.
- B. The Chief of Police shall have the final authority in regard to all decisions in assessing penalties for demonstrated negligence or improper operation of a municipal owned vehicle. The Chief of Police or his designees shall discipline at his discretion in accordance with existing procedures of the Board of Fire and Police Commissioners of the Village of Orland Park.
- C. The Chief of Police or his designee shall make necessary notations or entries in the member's personnel file regarding the finding of the Crash Review Board.

26.5.5. CRASH REVIEW APPEAL PROCESS

- A. A member may file an appeal of the findings of the Crash Review Board in writing no more than five (5) working days after receipt of such findings. This request shall be directed to both the Crash Review Board and the Chief of Police.

- B. The member alone shall be responsible for the procurement of any additional evidence or witnesses supporting his appeal for presentation at the time of the rehearing.
- C. After presentation of new evidence and consideration by the Crash Review Board, the board shall inform in writing the member and the Chief of Police of their decision regarding the appeal within five (5) working days of the appeal date.
- D. The Chief of Police or his designee then shall render a decision of penalty based upon the appeal process.

Check-Off Authorization

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the Orland Park Police supervisors' Association, and to remit said amounts directly to the Association on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advanced notice (or such shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

Date _____

**VILLAGE OF ORLAND PARK
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR NON-SAFETY SENSITIVE
EMPLOYEES**

Effective: May 1, 2007

**VILLAGE OF ORLAND PARK
 DRUG AND ALCOHOL POLICY AND TESTING PROGRAM
 FOR NON-SAFETY SENSITIVE POSITIONS**

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- APPENDIX B: CONDITION OF EMPLOYEE REPORT

I. OVERVIEW

A. Statement of Purpose

The Village of Orland Park (the “Village”) is dedicated to providing safe, dependable, and efficient services to the general public while ensuring safe working conditions for its employees. The Village’s employees are its most valuable resource. As such, it is our goal to provide a work environment free from the presence of alcohol and drugs.

The purpose of this policy is to:

1. Ensure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
2. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
3. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances; and
4. Encourage employees to seek professional assistance at any time for personal problems, including alcohol or drug dependency, which may adversely affect their ability to perform their assigned duties.

In documents titled “Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Transit Administration” (“FTA Policy”), and “Village of Orland Park Drug and Alcohol Policy and Testing Program for Safety Sensitive Employees covered under the Federal Motor Carrier Safety Administration” (“FMCSA Policy”), the Village set forth drug and alcohol policy and testing programs developed to comply with the requirements of federal laws and regulations promulgated by the Federal Transit Administration (“FTA”), the Federal Motor Carrier Safety Administration (“FMCSA”), and the Department of Transportation (“DOT”). As required by the FTA, the FMCSA, and the DOT, the FTA and FMCSA Policies are limited in their application to only those employees of the Village engaged in the performance of safety-sensitive functions as defined under the applicable federal administration. This document sets forth the drug and alcohol policy and testing program mandated by the Village, but not required by the FTA, the FMCSA, or the DOT for employees of the Village who do not perform safety-sensitive functions.

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and

alcohol use or possession that are consistent with this policy. Moreover, this document is intended to be read consistent with and subject to any applicable law, regulation, or applicable collective bargaining agreement presently in effect or which in the future may take effect. If any section or provision of this document should be held invalid by operation of law, none of the remainder shall be affected.

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective May 1, 2007 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

B. Employee and Management Responsibilities

All employees of the Village covered by this policy are required to refrain from using drugs and alcohol contrary to the specific prohibitions identified herein. The Village's Human Resource Manager (or a designated representative) will monitor the Village's drug and alcohol testing policy and program to ensure compliance with and answer any questions concerning the information presented in this policy. The Human Resource Manager may be contacted at 708-403-6166.

Employees are responsible for ensuring adherence to this policy. Employees also are obligated to notify a supervisor immediately if they believe that another employee: is under the influence of alcohol; is under the influence of an unlawful or unlawfully used controlled substance; or has violated any other provision of this Policy. Managers and supervisors will be held accountable for both the application of the policy and the consistency of its enforcement. To that end, the Village prohibits the discriminatory application, implementation, or enforcement of any provision of this policy on the basis of race, color, age, sex, religion, national origin and ancestry, sexual orientation, veteran status, disability, or any other basis that is protected by federal, state, or local laws.

II. PERSONS SUBJECT TO TESTING

The following persons will be subject to drug and alcohol testing pursuant to the terms of this policy and must participate in this program as a condition of employment:

- All full-time, part-time, seasonal, and temporary employees of the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA; and
- Applicants for positions of employment with the Village not engaged in safety sensitive functions as defined under the FTA or FMCSA.

III. POLICY COMMUNICATION AND TRAINING

A. Employees

All employees subject to testing under this policy will be provided with:

1. A copy of the policy; and
2. Informational material concerning:
 - The effects of alcohol and controlled substances use on an individual's health, work, and personal life; and
 - Signs and symptoms of an alcohol or a controlled substances problem.

B. Supervisory Employees

All supervisory employees shall receive training on alcohol misuse and controlled substances use. The training will be used by supervisory personnel to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. The training shall include: the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances; and available methods of intervening when an alcohol or a controlled substances problem is suspected.

IV. EMPLOYEE ASSISTANCE

A. Employee Assistance Program

In order to promote a drug and alcohol-free environment, the Village will work to assist eligible employees with problems due to the use of drugs or misuse of alcohol. Accordingly, the Village encourages the use of its Employee Assistance Program ("EAP") offered through Metropolitan Family Services. The EAP is offered in part so that an employee who recognizes that he/she has a drug use or alcohol misuse problem may have the opportunity to receive treatment and rehabilitation. Although employees are encouraged to receive help for drug and alcohol problems, participation in the Village's EAP will not excuse an employee's failure to comply with rules and regulations of the Village. Nor will it preclude discipline for rule or policy violations. Additional information regarding the EAP is contained in the Employee Manual. Any questions regarding the Village's EAP should be referred to the Village's Human Resources Manager (or a designated representative).

B. Employee Admission of Alcohol/Drug Use

The Village has established a voluntary self-identification program that allows employees to admit to alcohol misuse or controlled substances use without being subject to disciplinary action.

All employees are eligible to participate in this program. Self-identification must be made to the employee's supervisor, Department Director, or the Village's Human Resource Manager. Once an employee has made a voluntary admission of alcohol misuse or illegal drug use, the employee will be offered assistance in finding an appropriate evaluation and/or treatment program. The employee then will be provided sufficient opportunity to seek evaluation, education, or treatment to establish control over the employee's drug or alcohol problems.

In accordance with this program, an employee:

- May not self-identify in order to avoid testing under this policy.
- Will be removed from service until:
 - The Village is satisfied that the employee has been evaluated by a substance abuse counselor;
 - The substance abuse counselor has provided a written release stating that the employee has successfully completed or is in the process of completing recommended education and/or treatment requirements and authorizing the Village to return the employee to work; and
 - The employee has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02; and/or the employee has undergone a return-to-duty drug test with a verified negative test result.

The Village will take no adverse action against an employee making a voluntary admission of alcohol misuse or drug use within the parameters of the program. Any questions regarding the voluntary self-identification program should be referred to the Human Resource Manager (or a designated representative).

V. PROHIBITED CONDUCT

A. Alcohol

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or greater. No Village supervisory person having actual knowledge that a

covered employee has consumed alcohol during the work day or within four hours of beginning the work day, shall permit the employee to work or continue to work.

2. Alcohol Concentration of 0.02 or Greater but Less Than 0.04

No employee who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform any job related duties. Nor shall a Village supervisory person permit the employee to perform or continue to perform any job related duties until: the start of the employee's next scheduled work day; and the employee's alcohol concentration measures less than 0.02 as determined by a return-to-duty alcohol test administered the next scheduled work day.

3. On Duty Prohibitions

The use, distribution, dispensing, or possession of alcohol by any Village employee at any time while on Village property or on duty is prohibited. No employee shall knowingly permit an employee to work who is under the influence of alcohol.

4. Pre-Duty Use

All persons covered by this policy are advised against the use of alcohol within four (4) hours prior to reporting for work.

5. Use Following an Accident

Any person required to take a post-accident alcohol test under this policy is prohibited from using alcohol until he/she undergoes a post-accident test. Such a test shall be conducted no later than eight (8) hours after the accident occurs.

B. Drugs

The unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance or associated paraphernalia by any Village employee at any time is prohibited. No employee shall knowingly permit an employee to work who is under the influence of an unlawful or unlawfully used controlled substance.

All Village-mandated drug testing will be performed to detect for the presence of the following five (5) substances: marijuana; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these five (5) drugs are provided in 49 CFR Part 40.87.

C. Conduct that Constitutes a Refusal to Test

The following conduct will be regarded by the Village as a refusal to submit to a drug and/or alcohol test:

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, after being directed to do so by the Village.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a specimen; provided that an employee who does not provide a specimen because he/she has left the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.
- Failure to provide a sufficient amount of urine, breath, or saliva and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Failure to permit a directly observed or monitored collection when required.
- Failure or declining to take a second test the Village or collector has directed the employee to take.
- Failure to undergo a medical examination or evaluation as required. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment.
- Failure to sign the certification at Step 2 of the Alcohol Testing Form.
- Failure to cooperate with any part of the testing process.
- An adulterated or substituted test result verified by a Medical Review Officer (“MRO”).

VI. TESTING CIRCUMSTANCES

Subject to any applicable collective bargaining agreement, employees are required to submit to drug and/or alcohol testing under the following circumstances.

A. Pre-Employment Testing

No applicant for employment will be hired into a position of employment at the Village unless the applicant submits to and passes a pre-employment drug test subsequent to an offer of employment. Additionally, any employee who has not performed work for the Village for six (6) or more consecutive calendar months shall be required to take a pre-employment drug test with a verified negative result. If a pre-employment drug test is cancelled, the applicant shall be required to submit to and pass another test.

B. Reasonable Suspicion Testing

All employees covered by this policy shall submit to drug and alcohol tests when the Village has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. At least one supervisor who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations and complete a Condition of Employee Report.

Reasonable suspicion alcohol tests will be performed within two (2) hours but no later than eight (8) hours following the observation. If an alcohol test is not administered within two (2) hours following the observation, the Village will prepare and maintain a record stating the reason(s) the test was not so administered. If an alcohol test still is not administered within eight (8) hours following the observation, all attempts to administer the test will cease and the written record stating the reason(s) the test was not administered will be updated.

In all cases where an employee is required to submit to a “reasonable suspicion” drug and alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative.

C. Return-to-Duty Testing

Any employee permitted to return to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use will be required to be evaluated by a substance abuse counselor, submit to any recommended treatment and/or education program, obtain a release to return to work from the substance abuse counselor, and complete a return-to-duty test with

a negative test result. If a drug and/or alcohol test is cancelled, the employee will be subject to and required to pass another drug and/or alcohol test.

D. Follow-Up Testing

An employee who has returned to work following a violation of this policy or in connection with a voluntary admission of alcohol misuse or drug use may be subject to follow-up drug and alcohol testing at times and frequencies determined by the substance abuse counselor.

VII. TESTING AND REPORTING PROCEDURES

The Village's testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*. Consistent therewith, the following is a summary of the collection and reporting procedures utilized in connection with drug and alcohol testing. For a full explanation of the procedures, review 49 CFR Part 40, a copy of which will be made readily available to any covered employee upon request.

A. Alcohol Testing and Reporting

All alcohol testing is conducted by a trained technician in a private setting. A breath or saliva testing device approved by the National Highway Traffic Safety Administration will be used.

The technician will ask for photo identification (e.g. driver's license, Village-issued identification) or identity verification from a Village supervisor. The technician will complete the first part of the alcohol testing form, which includes the employee's name, Village name, and the reason for the test. The employee will be asked to complete the second part of the form stating that he/she understands that he/she is about to be tested and that all information given is correct. Refusal to sign the form is considered a refusal to take the test. Refusal to take the test is treated the same way as failing a test.

A screening test is done first. If an evidential breath testing device (EBT) or non-evidential breath alcohol screening device (ASD) is used, an individually sealed mouthpiece will be opened in front of the employee and attached to the EBT or ASD. The employee must blow forcefully into the mouthpiece of the testing device for at least six seconds or until he/she has provided an adequate amount of breath for testing. The technician will show the employee the reading on the device and enter the result on the testing form or (if the device prints the results) affix the printed results to the form with tamper-evident tape.

If a saliva testing device is used, the technician will check the expiration date on the device and show it to the employee. A device may not be used after its expiration date. The technician will open the individually sealed package

containing the device in front of the employee. The employee or the technician will insert the device into the employee's mouth and gather saliva in the manner described by the devices manufacturer. The result on the device will be read within 15 minutes of the test, but no sooner than specified by the manufacturer of the device. The technician will show the employee the reading on the device and enter the result on the testing form.

If the reading on the breath or saliva testing device is 0.02 or greater, a confirmation test will be done using an approved EBT. The test will be done after 15 minutes but within 30 minutes of the first test. The employee will be asked not to eat, drink, belch, or put anything in his/her mouth. These steps prevent the build-up of mouth alcohol, which could lead to an artificially high result. A new mouthpiece will be used for the confirmation test and an air blank will be conducted on the EBT. The result must be 0.00 for the test to proceed. If the screening and confirmation test results are not the same, the confirmation test result will be used.

The results of the confirmation test will be forwarded to the Village in a confidential manner.

B. Drug Testing and Reporting

All drug testing is done by analyzing a urine sample and is conducted by a trained collection site person in an appropriate, private setting.

The employee will be positively identified by the collection site person using photo identification or identity verification from a Village supervisor. The employee will be instructed to remove all unnecessary outer garments (coats, jackets, hats) and leave these garments along with any briefcase, purse, or other bag he/she may be carrying in a mutually agreeable location. The employee may keep his/her wallet. The employee will also be instructed to empty his/her pockets and display the items in them to ensure he/she is not carrying anything that could be used to tamper with a specimen. He/she will then be asked to wash and dry his/her hands prior to urination, immediately before providing a urine specimen.

Urine specimens will be collected in clean, single-use specimen bottles which are to remain in their protective, sealed wrapper until they can be unwrapped in front of the employee. This ensures that the specimen is not tainted or contaminated.

The employee will be instructed to go into the room used for urination and provide a specimen of at least 45mL.

The temperature of the urine specimen will be taken within four minutes of collection and should fall within the acceptable temperature range for testing (90 –100 degrees F/ 32-38 degrees C). If the collection site person suspects the urine sample has been contaminated or tampered with, any unusual signs will be

recorded on the collection site form and the employee will be asked to provide a second sample. The first sample will still be tested as usual, but the second sample must be collected under direct observation of a same-gender collection site person.

The specimen is then divided into two containers by the collection site person and within the employee's presence. This provides two samples for testing, called the *primary* and *split*. The split sample is available should the employee dispute the results of the primary sample test. These two samples are sent to a testing laboratory certified by the Department of Health and Human Services and will be tracked using the custody and control form.

Both the employee and the collection site person must keep the specimen in view at all times prior to the specimen containers being sealed and labeled in the employee's presence. The employee must then initial the tamper-evident bottle seals on the specimen bottles to certify that the specimen collected was his/hers.

At the laboratory, an initial test is performed on the primary sample. If this test is positive for the presence of controlled substances, a confirmation test will be conducted.

All test results will be reported to the MRO in a timely manner, preferably the same day that the review of the specimen by the certifying scientist is completed. The laboratory and MRO will ensure that the results are transmitted in a confidential and secure manner.

A review of the results will be done by the MRO. For reports of non-negative drug test results, the MRO will explore any possible medical explanations for a positive result or a result that indicates a specimen has been adulterated or substituted. The MRO will contact the employee about the test result and give him/her the opportunity to discuss the test result before making a final determination. After being notified of a positive test result or a result that indicates a specimen has been adulterated or substituted for the initial test, the employee will have 72 hours to request a test of the split specimen.

If the analysis of the split sample fails to confirm the presence of a drug, or reconfirm that the specimen was adulterated or substituted, the MRO will cancel the test and report this to the employee and the Village.

The results of all tests will be forwarded to the Village in written form on the same day or the next business day following verification by the MRO. All records will be kept confidential.

VIII. CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS

A. Applicants for Employment

An applicant for employment covered under this policy who has a verified positive drug test result or refuses to submit to a test will be disqualified from consideration for employment with the Village.

B. Employees

Whenever the results of any test administered under this policy are positive, the employee shall be removed from service immediately for further disposition consistent with the provisions of this policy.

Any covered employee who violates any provision of this policy will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement).

Employees offered the opportunity to return to work following a violation of the drug and/or alcohol testing policy will be required to be evaluated by a substance abuse counselor. Continued employment and/or reinstatement will be conditional based on: cooperation with the counselor; successful participation in any prescribed counseling, treatment or aftercare, which may include follow-up drug and/or alcohol tests and other appropriate conditions; the Village's receipt of a release to return to work from the substance abuse counselor; and completion of a return to duty test with a negative test result.

IX. CONFIDENTIALITY AND RECORDKEEPING

Confidentiality will be maintained throughout the drug and alcohol testing process. The Village will maintain records in a manner so that the disclosure of information to unauthorized persons does not occur. Additionally, the Village, the specimen collection site, testing laboratory, and MRO will be held to strict confidentiality requirements.

A covered employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol, including any records pertaining to his/her drug or alcohol tests. The Village shall promptly provide the records requested by the employee. Access to an employee's records shall not be contingent upon payment for records.

Appendix A. Definitions

Alcohol Concentration (or content)

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Controlled Substance

Substances identified in Schedules I through V of 21 CFR 1308. Unless otherwise specified in this policy, the terms “drugs” and “controlled substances” are interchangeable and have the same meaning.

Disabling damage

Damage which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs.

- (1) Inclusions. Damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
- (2) Exclusions.
 - (a) Damage which can be remedied temporarily at the scene of the accident without special tools or parts.
 - (b) Tire disablement without other damage even if no spare tire is available.
 - (c) Headlight or taillight damage.
 - (d) Damage to turn signals, horn, or windshield wipers which make them inoperative.

Safety-Sensitive Function

- (1) For positions covered under the Federal Motor Carrier Safety Administration (FMCSA) regulations, a safety sensitive function applies to employees who hold a commercial driver’s license (“CDL”) and operate a commercial motor vehicle for the Village and means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- (a) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - (b) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - (c) All time spent at the driving controls of a commercial motor vehicle in operation;
 - (d) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);
 - (e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 - (f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- (2) For positions covered under the Federal Transit Administration (FTA) regulations, a "safety-sensitive function" means any of the following duties:
- (a) Operating a revenue service vehicle (including when not in revenue service).
 - (b) Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
 - (c) Controlling dispatch or movement of a revenue service vehicle.
 - (d) Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
 - (e) Carrying a firearm for security purposes.

Substance Abuse Counselor

An individual licensed or certified to provide counseling for alcohol or drug abuse. Other titles include, but are not limited to, substance abuse professional, employee assistance professional, and drug and alcohol abuse evaluation expert.

Appendix B. Condition of Employee Report

Name of Observed Employee: _____

Job Title: _____

Observation Date/Day of Week: _____ / _____

Time Relieved of Duty: _____

Location Relieved of Duty: _____

APPEARANCE:

Glassy Eyes Yes ___ No ___
Blank Stare Yes ___ No ___
Bloodshot eyes Yes ___ No ___
Flushed face Yes ___ No ___
Alcohol smell Yes ___ No ___
Marijuana smell Yes ___ No ___
Altered appearance Yes ___ No ___

BEHAVIOR:

Slurred speech Yes ___ No ___
Confused speech Yes ___ No ___
Staggering Yes ___ No ___
Poor coordination Yes ___ No ___
Tremors/shakes Yes ___ No ___
Confused Yes ___ No ___
Disoriented Yes ___ No ___
Drowsiness Yes ___ No ___
Sleeping Yes ___ No ___
Hearing things Yes ___ No ___
Seeing things Yes ___ No ___
Blackouts Yes ___ No ___

MOOD:

Mood changes Yes ___ No ___
Isolating Yes ___ No ___
Nervousness Yes ___ No ___
Belligerent Yes ___ No ___
Aggressive Yes ___ No ___
Unusually quiet Yes ___ No ___
Unusually talkative Yes ___ No ___

OTHER: _____

Did employee provide reason(s) for his/her physical conditions? If so, provide reason(s):

Was employee directed to take a breath and urinalysis test? Yes ___ No ___

Did employee refuse to undergo the breath and urinalysis test? Yes ___ No ___

Was employee informed of the consequences for refusing the test? Yes ___ No ___

Name of supervisor: _____

Signature of supervisor: _____ Date: _____

Name of additional supervisor: _____

Signature of additional supervisor: _____ Date: _____

Note: Observation by a second supervisor is recommend but not required.