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AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND THE
ORLAND PARK PATROL OFFICERS ASSOCIATION
MAY 1, 1994 THROUGH APRIL 30, 1997

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 PATROL OFFICER'S ASSOCIATION (hereinafter referred to as the "Association") is in recognition of the Association's status as the representative of the Village's non-supervisory sworn peace officers 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 (hereinafter referred to as "officers" or "employees"), but excluding all supervisory, confidential and managerial employees (this includes all officers of the rank of sergeant and above) and all other supervisory and non-supervisory employees of the Department and Village.

Section 1.2. Probationary Period. The probationary period shall be eighteen (18) months in duration. Time absent from duty or not served for

any reason shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, unless otherwise expressly provided, except that the Village may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to contest such a suspension or discharge.

Section 1.3. Association Officers. For purposes of this Agreement, the term "Association Officers" shall refer to the Association's duly elected President, Vice President, Secretary and Treasurer.

With the prior approval of the 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 1.4. 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 1.5. 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) persons from each side shall attend these meetings, schedules permitting.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights. Except as specifically 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 (probationary employees without cause as provided by law); 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 Ch. 127, Ill. Revised Statutes 1113. 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. Application of Article. Except as provided in this Agreement, the normal work week shall be established by the Village from time to time. The work schedules of police officers shall be based upon 2080 hours on the job per year. The shifts, work days and hours to which police officers are assigned shall be based upon the Departmental work

schedules which may be changed from time to time depending upon departmental needs.

Section 4.2. 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 before any change is implemented. Upon such notification, the Association may request a labor-management meeting pursuant to the provisions of Article II. Failure of the Association to request a labor-management meeting prior to the implementation of any change shall act as a waiver of the right to such a meeting by the Association. Any changes in the work schedules shall be based upon a maximum of 2080 hours of work per year.

(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 through the grievance procedure unless it can be shown that the change was for reasons which are arbitrary and capricious.

Section 4.3. Changes in Normal Work Week and Work Day.

(a) It is the Village's intent to maintain the work day and work week in effect on the effective date of this Agreement for the Patrol Division. Such schedule consists of six (6) eight hour (8) and twenty five (25) minute days consecutively worked and three (3) days off consecutively. Each eight (8) hour and twenty five (25) minute shift shall consist of the following: A twenty-five (25) minute roll call period at the beginning of each shift; seven (7) and one half hours of regular duty and one-half (1/2) hour unpaid off-duty lunch period. According to this schedule, each officer is on the job a total of 40.55 work weeks per year for a total of 243 days of work, or 2046.15 hours. The balance of 33.85 hours (2080 hours - 2046.15 hours)

shall be used as scheduled by the Chief of Police for training sessions and shall be conducted under the current departmental policy concerning training as ten (10) 3.5 hour training sessions, as agreed.

(b) Five (5) Day, Nine (9) Hour Work Schedule -- In the event of a determination by the Village to depart from the current work schedule during the term of this Agreement, the Village shall give special consideration to a departmental work schedule of consecutive five (5) nine (9) hour days with three (3) consecutive days off. Such a nine (9) hour day shall include a period of time designated for the purpose of roll call instruction, a one-half hour off duty period for lunch, if available, and appropriate breaks in service as necessary. Utilizing such a schedule would render the Village 2052 hours of service. The remaining twenty-eight (28) hours due to the Village shall be allocated in four (4) hour sessions and would be conducted under the current departmental policy concerning training.

(c) 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 a one-half (1/2) hour unpaid off-duty lunch period.

(d) Seniority Bidding of Permanent Shifts in the Patrol Unit of the Patrol Division. The more senior employees shall have preference for assignment to one of the three permanent shifts (Days, Afternoons or Nights) in accordance with the bidding process described in Appendix K. Shifts shall be made available for bid by employees during the months of December and June of each year. Shift assignments that are bid each year shall be for six month periods: February 1 through July 31; and August 1 through January 31. The bid process shall be conducted by the Association and the results shall be presented to the Chief of Police no later than December 20 for the period beginning February 1 and June 20 for the period beginning

August 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.

Section 4.4. Overtime Pay.

(a) Hold-over Overtime -- When any police officer 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.

(b) FLSA Overtime -- The Village shall pay overtime required by the Fair Labor Standards Act. Such overtime payments shall be based upon a twenty seven (27) day work period for officers regularly scheduled on the current six (6) and three (3) work schedule and upon a twenty eight (28) day work period for officers regularly assigned to a five and two work schedule. In the event of a change from the established work schedules the applicable work period for calculation and overtime pay shall be mutually agreed between the parties. For purposes of calculating an employee's hourly wage rate for overtime pay purposes, the employee's annual base salary shall be divided by 2080 hours.

Section 4.5. Compensatory Time. Except as otherwise noted in Article 7.2, compensatory time at a time and one-half (1 1/2) rate may be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor. If mutual agreement on compensatory time cannot be reached, the employee shall receive 1 1/2 times his regular rate of pay for overtime worked.

Section 4.6. Court time. Employees who would otherwise be off-duty shall be paid, with a two hour minimum, at time and one half (1 1/2) the regular straight time hourly rate of pay for all hours worked when appearing in court 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.

Section 4.7. 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 4.8. 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.

Section 4.9. Part-Time Officers. The Village will not use part-time officers as replacements for full-time officers. Upon direction of the Chief, part-time officers may be used to increase shift strengths. This section becomes effective as of the date of execution of this 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 Steward who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Division Commander) immediate supervisor, 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 seven (7) calendar days (Mondays through Fridays) from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar 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 immediate supervisor shall render a written response to the grievant within five (5) business day 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 or the American Arbitration Association to submit a panel of five (5) arbitrators who shall be members of the National Academy of Arbitrators residing in the Midwest region. 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 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 specific 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. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. 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 seven (7)

business days after the occurrence of the event giving rise to the grievance or no later than seven (7) 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 so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined in accordance with the rules and regulations of the Board of Fire and Police Commissioners. 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 paid holidays for eligible employees:

New Year's Day
Good Friday
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 shall receive time and one half of their regular pay plus compensatory time of one hour for each hour worked on all such holidays. 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.

Section 7.3. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours worked or unworked for which an

employee is compensated shall be regarded as hours worked.

Section 7.4. Floating Holidays. Employees shall be entitled to one (1) floating holiday during each contract 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 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.

The foregoing paragraph is not intended to waive management rights set forth in Article III, Section 3.1, as approved 5 January 1987.

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 Illinois Statutes, Chapter 24 (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 Assistant to the Village Manager/Personnel Officer 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 Assistant to the Village Manager/Personnel Officer 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:

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Year</u>
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 to employees having the most 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-to-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, one holiday either before or after the vacation will be approved.

The foregoing paragraph is not intended to waive management rights set forth in Article III, Section 3.1, as approved 5 January 1987.

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 day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(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 member 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 days per year in any year in which the employee works.

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. Any employee who is discharged or terminates his employment other than by retirement forfeits

all sick leave accrued benefits.

Section 10.8. Sick Leave Buy Back Upon Retirement. Upon an employee's retirement, the Village will pay the retiring employee the current straight time hourly rate or equivalent for every hour of sick time in excess of six hundred (600) hours, which the employee has accrued.

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Discretionary Leaves. The Chief of Police or the Board of Fire and Police Commissioners in accordance with its rules 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 Board of Fire and Police Commissioners or the Police Chief 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 Worker's 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. 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 short term 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, he shall be paid short-term disability as any other Village employee.

(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 \$400 a year 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 limited to full day 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 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, university or technical school 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 his designee if an officer's work performance is deemed inadequate or if the 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., 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.

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. Employees who are assigned as Field Training Officers shall receive, as part of their wages, seventy-five dollars (\$75.00) additional per month. The Field Training Officer pay shall be discontinued for those Field Training Officers being compensated through the Dual Career Program.

The pay range (top, bottom, and intervening steps) for the employees are set forth in Appendix B.

Section 13.2. Initial Placement on Salary Schedule. The initial placement of a new employee on the salary schedule shall be determined by the Employer; however, said placement shall not be higher than Step 2 of the salary schedule reflecting the individual's actual prior years of service as

a law enforcement officer.

Individuals who are employed and required to attend Basic Law Enforcement Officer's Training shall be paid at eighty per cent (80%) of Step One for the first six (6) months of their employment. Upon completion of this period, the officer shall be elevated to Step One. During the first six (6) month period, the employee shall be considered on Recruit status.

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. The Village, in consultation with the Association, shall establish minimum acceptable work performance standards (Appendix C). An employee's failure to meet said minimum standards may result in disciplinary action being taken by the Village and, in addition, the Village may withhold scheduled step increases, as defined in Section 13.3. Said minimum acceptable work performance standards may be changed by mutual consent of the Village and the Association.

Employees shall be subject to a 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 shall receive a minimum of two (2) hours work at time and one half the straight time rate of pay unless the call out extends into a scheduled shift. Each hour spent in excess of two (2) hours on call out work shall be paid for at time and one half the straight time rate of pay. The Village may require that an employee being paid for call back time remain at work for the entire two hours to perform work tasks as assigned by the Village.

Section 13.7. Officer-In-Charge Pay. When an employee is required to serve as officer-in-charge for at least three days consecutively, the employee will receive pay at a rate of time and one-half the officer's straight time rate of pay for those days in which the officer is required to serve as officer-in-charge. The officer-in-charge position will be designated in accordance with current practices. Current practice is the eligibility list for sergeant shall dictate the officer-in-charge on each shift. The officer on each shift who is highest on the list becomes the officer-in-charge when the need arises. When no officer is on the eligibility list and the need for officer-in-charge becomes necessary, the person with highest seniority on that shift will become officer-in-charge. Upon expiration of the present list, the above policy will continue until such time as a new sergeants eligibility list is established.

Section 13.8. 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:

<u>Years of Completed Service</u>	<u>Effective 5-1-94</u>	<u>Effective 5-1-95</u>	<u>Effective 5-1-96</u>
5	\$ 500	\$ 600	\$ 700
10	\$ 900	\$1000	\$1100
15	\$1200	\$1300	\$1400
20	\$1500	\$1600	\$1700

In addition, service longevity shall be paid to each eligible employee in a lump sum payment each year. Such payment shall occur at the completion of the first pay period in December of each year.

Section 13.9. Seniority. Seniority as it exists in the Orland Park Police Department is as follows:

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

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 in sick or assigned to training. The overtime call-out procedure is set forth in Appendix D of the Agreement.

Special Detail List is maintained to fill all requests for special functions throughout the Village. This Special Detail List is comprised of all members of the Department and run on a continuous basis. Once a detail is filled the list does not return to the most senior officer, it remains where it left off and the next officer gets first pick on the next available detail.

Permanent Shift Seniority shall be strictly maintained by the basic Seniority List. Any and all deviations can only be made by the individual who is willing to accept a position at a lower position than his Seniority would allow for, i.e., officer chooses a lower assignment in order to obtain training or a special assignment consideration thereof.

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 up to \$500 per year per employee toward said clothing cost. Employees shall be required to clean and maintain such items properly.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village shall continue to make available to non-retired employees and their dependents substantially similar group health, dental, hospitalization insurance (Blue Cross/Blue Shield, indemnity), and life insurance in effect as of May 1, 1994. The Village shall also continue to offer employees and their dependents the option to enroll in any approved HMO plan currently offered or a substantially similar alternative. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually. The Village and the Association mutually agree that effective upon the date of ratification of this Agreement, the Village shall provide eye care/vision insurance for each employee at no additional cost as provided by the "Vision Service Plan-Plan C" in effect on the date of this Agreement. 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 indemnity or HMO plans offered by the Village to employees subject to their contribution of premium costs as provided in SS 15.2 of this 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 E. Prior to implementing any change, the Village shall notify the Association at least 30 days prior to any change and, if requested, schedule a meeting to discuss

any changes in accordance with Article II.

Section 15.2. Cost. Effective August 1, 1994, the Village and the Association agree that the Village shall pay the cost of the premiums for the insurance coverage provided by SS 15.1 of this Agreement as follows:

a) HMO -- Employee and dependents - 100%

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

Retired individual - 50%

Retiree's spouse - 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.

b) Indemnity/PPO (no premium co-payment)

-- Individual Employee - 100%

-- Dependent - PPO Family plan participants shall contribute twenty-five percent (25%) toward monthly premium costs through payroll deductions not to exceed \$35.51 per month (one-half of this premium will be deducted each payroll period). For the first year (1994-1995) total premium contributions for PPO family plan participants will equal \$426.12 annually. Thereafter, if premium costs for health care increase, the insurance premium costs for PPO family plan participants shall be capped at \$50.00 monthly in the second (1995-1996) and third year (1996-1997) of the Agreement.

In addition, the PPO annual deductible per individual shall be \$200.00, with a family maximum of \$600.00 annually.

c) Section 125 Plan. The Village shall extend to members of the bargaining unit the opportunity to participate in the IRC SS125 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 referred to in this Agreement shall be governed by the terms and conditions set forth in such policies. Any questions or disputes concerning said insurance policies or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies 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 year's annual base salary of the employee.

Section 15.5. Vision Care. Provides coverage for employee and eligible dependents. In order to obtain the benefit under this plan, it is necessary to obtain a benefit form. Complete same and return to Vision Service Plan for prior approval. Employee pays \$10.00 for eye exam and \$25.00 for materials to doctors/opticians participating in the plan. Employee pays entire amount to non-participating doctor/optician and is reimbursed according to the schedule.

Section 15.5a. Physical Examinations. (Limited to PPO Plan participants.) The Village shall reimburse an employee enrolled as a PPO Plan participant for the cost of a physical examination, up to one hundred dollars (\$100.00) annually upon presentation of paid receipts.

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

17.1. Dual Career Program. The Village and the Association recognize that a Dual Career Training Program has been a valuable incentive for employee longevity and productivity. Pursuant to that end, the Village acknowledges a commitment to fund the Dual Career Program during the term of this Agreement.

The Dual Career Program shall continue and amendments to the Program shall be implemented, as agreed between the parties, and as indicated in General Order 90-28 issued by the Chief of Police on 10-1-90 and attached herein as Appendix G. The parties also agree that the Dual Career Program shall be re-evaluated on an annual basis by the Dual Career Board. Modifications may be made in the Program by the Dual Career Board, subject to approval by the Chief of Police; however, no changes shall be made unless the parties agree on the proposed changes. In addition, no changes shall be made by the board in the level of payments.

Section 17.2. 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 General Order 90-29 issued on 10-1-90 and attached herein as Appendix H. 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, provided that the parties agree to the proposed changes.

Section 17.3. 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 General Order 90-30, issued by the Chief of Police on 10-1-90 and attached herein as Appendix I. 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, provided

that the parties agree to the proposed changes.

Section 17.4. Committee Appointments. When appointments to various committees are made that include members of the Association, the Chief of Police shall make the appointments from a list of nominated members provided by the Association Officers.

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 (Ch. 48, Section 1614, as it exists on January 1, 1986).

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, Ch. 24 SS 10-2.1-1, et seq. The Agreement is nevertheless intended to supplement the authority of the Police and Fire Commission by providing non-probationary employees with the right to choose between having a dispute as to 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 2 of the grievance procedure, the employee shall have the right to choose to have the dispute heard before the Police and Fire Commission or to continue an appeal through the grievance procedure as described in SS5.3 of this Agreement. The filing of a notice with the Village by the Association to refer the grievance to arbitration, as

described in SS5.3, shall constitute notice of the employee's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Police and Fire Commission. 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 the sections which follow.

Section 19.2. Disciplinary Action. Disciplinary action (i.e. oral or written reprimand, suspension or discharge) may be imposed upon a post-probationary employee only for just cause. In no event shall the discipline of an employee include corporal punishment.

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 five (5) days or less is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons therefor. 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.

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 B 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 (see Appendix F).

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 Village, in conjunction with the Police Association of Orland Park, negotiated an agreement on an employee drug testing program, which became effective August 31, 1992 (see Appendix J).

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 XXIII

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights Clause, Article III and in accordance with Article XVI.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Association specifically waives any right it might have to impact or effect bargaining for the life of this Agreement.

ARTICLE XXIV

TERMINATION

Section 24.1. Termination in 1997. This Agreement shall be effective as of May 1, 1994 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 1997. All provisions of this Agreement shall be retroactive to May 1, 1994. 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.

VILLAGE OF ORLAND PARK

[Signature]
Village President

[Signature]
Village Clerk

[Signature]
Village Manager

ORLAND PARK
PATROL OFFICERS ASSOCIATION

[Signature]
President

[Signature]
Vice President

[Signature]
Secretary-Treasurer

Executed this 3rd day of February, 1995.

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.

07/16/94

LAW ENFORCEMENT - PATROL

APPENDIX B

After years of service & satisfactory or better evaluation

Effective Date

1 2 3 4 5 6 7

RECRUIT
80% OF STEP 1

4.0%	5/1/93	25,062
		12,4337
4.0%	5/1/94	26,896
		12,9310
4.5%	5/1/95	28,107
		13,5129
5.0%	5/1/96	29,512
		14,1885

PATROL OFFICER

4.0%	5/1/93	32,327	33,917	35,504	37,337	39,176	41,109	43,137
		15,5418	16,3062	17,1077	17,9505	18,8346	19,7639	20,7389
4.0%	5/1/94	33,620	35,274	37,007	38,830	40,743	42,753	44,862
		16,1635	16,9585	17,7920	18,6685	19,5880	20,5545	21,5685
4.5%	5/1/95	35,133	36,861	38,673	40,578	42,576	44,677	46,881
		16,8909	17,7216	18,5926	19,5086	20,4695	21,4795	22,5391
5.0%	5/1/96	36,890	38,704	40,606	42,607	44,705	46,911	49,225
		17,7354	18,6077	19,5223	20,4840	21,4929	22,5534	23,6660

44098
46269
48553
50947

ORLAND PARK

14600 S. Ravinia Ave. • Orland Park, IL 60462-2553

(708) 349-4111

Mayor
Daniel J. McLaughlinVillage Clerk
James V. Dodge, Jr.Trustees
Bernard A. Murphy
William R. Vogel
Richard R. Della Croce
Thomas M. Dubelbeis
Brad S. O'Halloran
Kathleen M. Fenton

February 3, 1968

TO: R. J. Ruskey, Village Manager
FROM: M. E. Gorris, Chief of Police

The Administrative staff comprised of Inspector Soukup, Commander Kaszubski and Chief Gorris met with representatives of the Police Officers' Association to discuss minimum standards as it pertains to pay raises per our contract, and the separate matter of minimum standards for acceptance into a Dual Career Program.

The first subject discussed by the group was minimum standards to be applied to police officers across the board in the department. Commander Kaszubski updated those present on discussions and information he and Officer McCarthy had obtained concerning this matter. After an analysis of three years of officer statistical information, it was determined that the average police officer on the Orland Park Police Department averaged 66 arrests per year in all criminal categories, including warrants, security, traffic and juvenile arrests, for a total of 5.5 arrests per month in all categories. Subsequently, it was determined that the average police officer on the department issued 324 citations per year in all categories, including P-tickets, IVC traffic tickets, P-ticket warnings and IVC warnings (C-C tickets were not included due to their insignificant number) for an average of 27 citations per month. We then further broke down the above figures into daily performance and found that we were issuing 1.4 citations per day.

It was then determined that since these figures represent the average police officer's performance per year that a base figure be assigned below the average performance, which would represent the minimum standards of acceptance concerning productivity only. (Note: These figures represent quantitative productivity and qualitative performance will be handled by the use of performance evaluations.) We then set the minimum figure at 68% of the average police officer's performance in both criminal arrests and citations, including traffic. Subsequently, it was determined that an officer should be able to write .96 citations (whether they are P-tickets or X-tickets) per day for a total of 220 citations per year based upon 228 days worked. Further, it was determined that a total of 45 criminal, quasi-criminal or other arrests should be the minimum standards concerning officers' arrest activity for the year.

In clarification, we determined the above minimum standards by taking the average totals for the Police Department and multiplying by 50% of that average to determine the minimum performance standards that a police officer would be required to perform in order to be eligible for a pay raise. Further, we cited conditions that must be taken into consideration when applying these standards. 1.) An officer

must be given the same opportunities for arrests and traffic citations, i. e., beat and shift assignment, as other officers; that is he cannot be assigned station duties, as an example, for a period of time and then be expected to meet the same standards as officers who were in the field engaging in police activities. 2.) It must also be taken into consideration that if an officer is assigned duties as a Field Training Officer or Shift Commander that that period of time assigned will be pro-rated and given consideration as he will not be able to perform as he/she would were he/she by themselves and not in a teaching or supervisory position. 3.) It would be taken into account should an officer become disabled or ill for a substantial length of time that would further interfere with his/her productivity. 4.) Due to the nature of these standards, the officer must be assigned patrol functions and investigators would have other minimum standards and criteria they must meet.

After consideration by management and the representatives of the association present, we agreed that these minimum standards would insure productivity and maintenance of our existing programs in the future and would be applied on a quarterly basis administratively, in other words, Commanders would, on a quarterly basis, update their police officer personnel concerning productivity levels and would give the officers time to adjust same. However, if this did not produce the necessary results, pay raises would be withheld.

The next related area, although it is totally separate and distinct, was a discussion concerning the Dual Career Program and the criteria for establishing same. A lengthy discussion was had concerning that the minimum educational requirements would be for admission into the program and how we should structure our training programs to dovetail into the Dual Career Program and, inevitably, all programs into the ICOP program. It was pointed out that the emphasis of the Dual Career Program is in four primary areas; 1) advanced training and certification, 2) education, 3) time in service and experience level and 4) productivity. It was further discussed that three clearly defined levels of advancement as proposed: Advanced Police Officer I, Advanced Police Officer II and Advanced Police Officer III. An analysis of the department shows that by setting our criteria at four years of service, 30 credit hours of advanced education, two or more advanced training certificates, such as Field Training Officer or Range Instructor, and a productivity level exceeding department standards, shows that 14 senior officers of the department could be eligible to make application for the program. Further discussion revealed that the key to the success of the program would be the Dual Career Governing Board which would assess each of the four categories and the officer qualifications for entry into the program and continuance in it in later years. It was agreed by all present that this is a career building program and a real opportunity for those who take advantage of it. We concluded the meeting on a very positive note and are further researching areas in question such as productivity and educational requirements. We were all agreed that in the future the Administrative staff of the department will have to expand its focus into administration and coordination of these programs and that the position of Field Operations Commander must be filled as soon as possible.

I think it's interesting to note that the key to this program and to the larger ICOP Program hinges on our ability to train and provide career guidance and an upwardly mobile ladder for officers to climb in their careers. This is one of the most advanced programs we have contemplated to date and we will be relying on the members of the Administration, the Police Association and the Commanders for its implementation and

growth. We have every confidence in the officers who will inevitably form these standards and participate on the Governing Board.

It is felt by those concerned that by having such a career ladder that the retention of highly qualified and diversified officers will be accomplished and that interest in our field will be increased and enhanced because of the nature of the program. Further, we can see that by having better trained, educated and more productive officers that we will be able to affect the bottom line by not having to hire additional officers to do the work of a well motivated group.

/s/ M.E. Gorris
Chief of Police

ATTACHMENT #1 TO APPENDIX "C"

PATROL OFFICER PRODUCTIVITY STANDARDS - BASED UPON 243 WORK DAYS PER YEAR

SHIFT	TYPE OF CONTACT	1991	1992	1993	TOTAL 3 YEAR	AVG. PER YR.	AVG. PER OFC.	1994 STATS 6 MO.	AVG. /OFC 1994	TOTAL PER YR/OF	AVG. PER YR.	(68%) MIN. PER YR/MON PER OFC.	(60%) NO RAISE	DUAL CAR. STATS** 5/94	5/95
		TOTAL	TOTAL	TOTAL											
M I D S	ARRESTS	486	483	537	1506	502	45	240	21	66	44	30/3	26	46	48
	TICKETS	2820	3959	3498	10277	3426	306	2053	177	483	322	219/18	193	338	354
	D.U.I.	121	133	101	355	118	11	53	5	16	11	8/1	7	12	12
D A Y S	ARRESTS	512	642	622	1796	599	53	226	20	73	49	33/3	29	51	54
	TICKETS	3179	4563	4053	11795	3932	348	1800	155	503	335	228/19	201	352	369
	D.U.I.	8	6	1	15	5	.4	1	.09	.49	.32			0	0
A R R E S T E R	ARRESTS	810	977	1219	3006	1002	87	624	45	133	89	61/5	53	93	98
	TICKETS	3257	4108	4279	11644	3881	338	2393	171	509	339	231/19	203	356	373
	D.U.I.	24	46	47	117	39	3	9	1	4	3	2	1	3	3
A T L	ARRESTS	1828	2102	2378	6308	2103	62	1090	29	91	61	42/4	37	64	67
	TICKETS	9256	12630	11830	33716	11239	331	6246	168	499	332	226/19	200	349	365
	D.U.I.	153	185	149	487	162	5	63	2	7	5	4	3	5	6

PREVIOUS MINIMUM STANDARDS ALL SHIFTS = 45 ARRESTS, 220 TICKETS & 4 DUI'S

PREVIOUS DUAL CAREER STANDARDS = 60 ARRESTS (+34.5%), 300 TICKETS (+36.4%), 6 DUI'S (+50%) (+ % ABOVE AVG)

*** NEW DUAL CAREER STATS ARE 105% OF AVERAGE EFFECTIVE 5/1/94 & 110% EFFECTIVE 5/1/95
 * AVERAGE NUMBER OF OFFICERS ON EACH TEAM, 1991, 1992 & 1993 WERE CONSISTANT
 1994 AVERAGES ARE 11.6 MIDS, 11.6 DAYS, 14 AFTERNOONS FOR A TOTAL OF 37.2.

ORLAND PARK

14600 S. Ravinia Ave. • Orland Park, IL 60462-2553

(708) 349-4111

Mayor
Daniel J. McLaughlinVillage Clerk
James V. Dodge, Jr.Trustees
Bernard A. Murphy
William R. Vogel
Richard R. Della Croce
Thomas M. Dubelbeis
Brad S. O'Halloran
Kathleen M. Fenton

June 26, 1986

TO: J. Block, Asst. Village Manager
FROM: C.W. Rabideau, Inspector of Police
RE: OVERTIME PROCEDURE/SHORT SHIFT

If an officer calls in sick or a shift strength is short on very short notice, the following procedure is followed:

The first officers called for overtime are those on the affected shift. This callout is based on who is off that particular day and highest seniority on that particular shift. If no one is available or opts not to work the overtime, the callout then goes to the patrol division as a whole. But this callout goes strictly on departmental seniority. Those officers who are not working the affected shift or their normal assigned shifts are offered the overtime. If no officer avails himself to this overtime, the least senior officer will be ordered to work the affected shift.

For extra details a callout list is maintained by the Chief's Secretary. This list is by seniority, but if a person cannot work the detail, the next available person is given the opportunity to work. The list is a revolving type; when one detail is filled, the next person below the officer who took the last detail is given the first choice of the next extra detail.

/s/ C.W. Rabideau
Inspector of Police



SUBJECT OVERTIME CALLOUT PROCEDURES	AMENDS APPENDIX D N/A
INDEX AS POLICY	RESCINDS G.O. 92-8, Appendix D dated 6/26/86 of the agreement between the Orland Park Patrol Officers Association and the Village of Orland Park

D

I. PURPOSE

It is the policy of the Orland Park Police Department to endeavor to distribute overtime in a fair and reasonable manner on all occasions that overtime is warranted or in any instance when overtime is authorized by the Chief of Police.

II. RESPONSIBILITY

A. Every police officer will designate via three part memo one (1) telephone number or one (1) pager number for the purposes of overtime callout.

B. Ill/Injured Officer

1. Will notify the police department of an expected absence from assigned duties, a scheduled training session or a scheduled court appearance due to illness/injury. Said notification will be made no later than 1 hour before the affected assignment unless it can be shown that notification was reasonably impossible.

2. At the time of the notification the officer will state the nature of illness or injury causing the absence, and if it is expected that he or she will return to work for their regular shift on the following day.

3. In the event the individual is calling off sick for a scheduled training session or a scheduled court appearance on a regularly scheduled work day, the individual will advise the recipient if they will be sick for court, the training session and/or their regular duty shift.

C. Clerical Staff (Telecommunicators, etc.)

1. Upon notification by an officer that they will be unable to report for duty (training session, court appearance or regular duty), the recipient of the notification will:

a. Complete a P.A.F. to include the name of the affected officer, the nature of the illness or injury,

what duty the individual will be absent from and the date and time the individual made notification. (i.e. in explanation box: called in with the flu for the midnight shift at 2230 hrs., 10/22/91, TCO Jones; then your initials).

b. Immediately notify the on-duty Shift Supervisor of the notification of absence and the affected shift via the dispatch center. The TCO/Clerk will indicate in the upper right hand corner of said P.A.F. Supervisor (Name) notified 2235 hrs. and your initials.

c. Forward the completed P.A.F. to the on-duty Shift Supervisor for disposition.

D. On Duty Shift Supervisor

1. Upon notification by the dispatch center that a notification of absence has been received, the on duty Supervisor will report to the station as soon as practical. The on duty Supervisor will notify the court officer, training officer, or review the master schedule and ascertain the affected shift strength. The on duty Supervisor will then follow the below prescribed procedure.

****The Shift Supervisor will first ascertain which replacement procedure will apply, that of a shift supervisor or officer.****

III. PROCEDURE FOR OFFICER REPLACEMENT

A. If minimum strength is still met, the on duty Shift Supervisor will initial the P.A.F. and forward to the on-coming Shift Supervisor.

B. If minimum shift strength cannot be met, the on duty Shift Supervisor is authorized to call out for overtime. The on duty Supervisor will personally make all necessary calls following the below procedure:

1. Call out an officer (in order of seniority) who is assigned to the affected shift and is on a scheduled day off (excluding vacation, holidays, personal days and/or time due).

a. Officer accepting shift assigned overtime will be expected to attend roll call.

b. If notification and acceptance of overtime is made without adequate time for pre-duty preparation for attendance at roll call, the officer must report for duty within 1 hour of said notification and acceptance.

2. If no one on the affected shift is available or opts

not to work the overtime, the call out will proceed to the remaining two shifts in order of department seniority.

If no one from the remaining two shifts are available, or opts not to work the overtime, the call out will proceed as follows: call out to all remaining personnel assigned to other Patrol Division Units on a 6-3 schedule by seniority and then to personnel assigned to Patrol Division Units on a 5-2 schedule by seniority, followed by callout to all personnel assigned to other divisions by seniority.

Only those officers who are on scheduled days off (excluding vacation, holidays, personal days and/or time due) will be afforded the opportunity to work the overtime.

3. No officer will be authorized to work more than 12 hours of continuous duty without prior approval from the Chief of Police or his designee.

4. If an officer is already working and they will be scheduled on time off during the affected shift, they will be afforded the opportunity to work a maximum of four (4) hours. (i.e. an officer is working the 3-11 shift and overtime is authorized for the upcoming midnight shift. The call out list gets down to that officer and they will be on time off, they will be allowed to work a max. of 4 hours). The second 4 hours will be filled by the most senior officer who accepts the overtime from the oncoming shift. Notification should be made as soon as possible prior to authorized overtime.

5. If no officer avails themselves to work this overtime, the requesting shift supervisor is required to order out the least senior officer assigned to the affected shift who is on a scheduled day off (excluding vacations, holidays, personal days and time due days).

6. If no officer from the affected shift can be contacted the supervisor is required to order the least senior officer from the previous shift to remain on duty for 4 hours. The supervisor will then contact officers who are scheduled to work the oncoming shift in order of department seniority and authorize four (4) hours of overtime. If no officer from the on-coming shift accepts the overtime, the least senior officer scheduled to work the oncoming shift will be ordered in four (4) hours early.

7. Shift Supervisors are also authorized to hold over an officer (by shift seniority) from the previous shift for no more than 2 hours or until the replacement officer arrives for duty (2 hours minimum pay).

8. Upon getting a replacement, the Supervisor will

initial the P.A.F. and indicate in the explanation box that officer (Jones) will work. The P.A.F. will then be forwarded to the on coming Shift Supervisor prior to roll call.

IV. PROCEDURE FOR SHIFT LIEUTENANT OR SERGEANT REPLACEMENT

A. In the event the scheduled Shift Lieutenant or Sergeant in charge of a shift calls in sick or injured and this absence causes said shift to be below minimum authorized strength and there is no Lieutenant or Sergeant remaining, the call out procedure will be as follows:

1. The Shift Lieutenant or Sergeant assigned to the affected shift that is on scheduled days off (excluding vacations, holidays, personal days and time due days) will be contacted to work.

2. If this Lieutenant or Sergeant is unavailable, the next senior Lieutenant or Sergeant from the remaining two shifts who is on scheduled days off (excluding vacations, holidays, personal days and time due) will be contacted to work.

3. If no replacement is found, the call out will proceed as follows: Call out to all remaining Lieutenants and Sergeants assigned to other units in the Patrol Division first by rank and second by seniority, followed by callout by rank and then seniority to all Lieutenants and Sergeants assigned to other divisions.

4. This procedure will continue until a replacement is obtained.

5. If no replacement is found, the Lieutenant or Sergeant of the preceding shift will be afforded the opportunity to work a maximum of (4) hours. A replacement from the following shift will also be needed for the remaining 4 hours.

B. If no Lieutenant or Sergeant is available a call out for Commander by seniority will be conducted, followed by call out to the Deputy Chief and the Chief of Police.

C. If no individual is available the junior supervisor from the affected shift will be ordered out to fill the vacancy.

V. NOTIFICATION POLICY/PROCEDURE

A. The on duty Supervisor will attempt to make contact with the available individuals utilizing the designated number for call out purposes. The Supervisor will not be required to wait for a response until proceeding to the next individual if

there is no response at the designated number. This will be an indication the individual is unavailable. Officers utilizing answering machines or pagers will be considered unavailable if there is no response in ten minutes to the page or message left on answering machine.

AUTHORITY: T. J. MC CARTHY, CHIEF OF POLICE

DISTRIBUTION: ALL PERSONNEL

MAJOR MEDICAL BENEFIT SECTION

DEDUCTIBLE:

\$100.00 for you or your Dependent. If 3 persons in the same family each meet this in a Year, no other person in that family must meet it for that Year.

INSURED PERCENT:

(a) 50% of Covered Charges for mental illness or nervous disorder while not confined in a Hospital.
(b) 80% of other Covered Charges incurred in a Year.

* A person will be responsible for no more than \$500.00 as his portion of the Insured Percent, other than the Insured Percent described in (a), in a Year.

LIFETIME MAXIMUM:

\$1,000,000.00 for you and each of your Dependents.

ADDITIONAL MEDICAL BENEFITS

SURGICAL EXPENSE BENEFIT:

Limit Value: \$10 - Maximum: \$2,000.00

ANESTHESIA EXPENSE BENEFIT:

20% of Surgical Expense Benefit

RADIATION TREATMENT BENEFIT:

Pro more than \$80.00 of this Maximum is payable for Non-Malignant Condition.)

Maximum: \$400.00

Alignment Condition,

Maximum per Visit: \$40.00

Non-Alignment Condition,

Maximum per Visit: \$16.00

OUTPATIENT X-RAY AND LABORATORY TEST BENEFIT:

\$100.00

SUPPLEMENTARY ACCIDENT BENEFIT:

\$300.00

PHYSICIAN'S HOSPITAL BENEFIT:

\$15.00

Maximum Visits: 120

DENTAL BENEFIT SECTION

DEDUCTIBLE:

Class I and Class IV Dental Services: None

Class II and III Dental Services: \$50.00 on a combined basis. This applies to you and to each of your Dependents.*

* If 3 persons in the same family each meet this in a Year, no other person in that family must meet it for that Year.

INSURED PERCENT:

Class I Dental Services: 100%

Class II Dental Services: 85%

Class III Dental Services: 80%

MAXIMUM:

\$1,000.00 for Orthodontia during your or your Dependent's lifetime.

\$1,000.00 for other than Orthodontia during each Year for you or your Dependent.

BENEFIT LIMITS

- Your Validation Sticker shows whether or not you have dependent coverage in effect. The abbreviation means the following are covered: "SPSE" - your Spouse; "CN" - your Children.
- Life and Accidental Death and Dismemberment benefits are to be determined on January 1st of each year.
- The term "Actual Charge Incurred" means the actual charge made, up to, but not beyond, the Prevailing Fee.
- Your Major Medical Benefit Section may include a Benefit Limit For Prior Conditions. See the applicable Benefit Section descriptive page.

BENEFIT TRUST LIFE INSURANCE COMPANY

Raymond Bell *John M. Moore*

Richard J. Eckert
Chairman & Chief Executive Officer

Joyce M. Moore
Secretary

LIFE
ACCIDENTAL DEATH AND DISMEMBERMENT

See Your Validation Sticker, the Benefit Limits which appears at the end of this Schedule of Benefits and the Benefit Section descriptive pages.

DEPENDENTS LIFE INSURANCE

Spouse	\$2,000.00
Child:	
14 days to six months	\$100.00
Child:	
6 months but less than 25 years	\$1,000.00

HOSPITAL AND MEDICAL BENEFIT SECTION

DAILY ROOM AND BOARD

Semiprivate, per day:

Actual Charge Incurred

Ward, per day:

Actual Charge Incurred

Private Room, per day:

Semiprivate Room rate of the greatest number of rooms in the Hospital where confined.

MISCELLANEOUS HOSPITAL EXPENSE:

Actual Charge Incurred

MAXIMUM DURATION:

120 Days

EMERGENCY FIRST AID:

Actual Charge Incurred

SECOND SURGICAL OPINION:

Actual Charge Incurred

OUTPATIENT SURGERY MISCELLANEOUS EXPENSE:

Actual Charge Incurred

PRE-ADMISSION TESTING:

Actual Charge Incurred

Check-Off Authorization

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the Orland Park Patrol Officers 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 advance notice (or such shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

Date _____

**ORLAND PARK POLICE**GOLF COURSE
OF THE WORLD

GENERAL ORDER

DATE OF ISSUE

9/14/90

EFFECTIVE DATE

5/1/90

NUMBER

G90-2

SUBJECT

DUAL CAREER PROGRAM

AMENDS

G88-7

INDEX AS

DUAL CAREER

RESCINDS

G88-7

APPENDIX G

PURPOSE: The purpose of this order is to establish the requirements and procedures for advancement through the Orland Park Police Department's Dual Career Program System of career development. The Dual Career Program combines the traditional hierarchial promotional career ladder with a new path of career advancement below the rank of Sergeant and consisting of the positions of Advanced Officer, Police Officer I, Police Officer II and Police Officer III. The advancement steps are achieved on the basis of performance, training, education, experience and physical fitness and include an attendant pay bonus, identifiable insignia and departmental recognition.

This order consists of the following numbered sections:

- I. Eligibility Requirements and Application process.
- II. Dual Career Program Review Board.
- III. Dual Career Program Selection Process.
 - A. Program Manual
 - B. Specialty Training Requirements
 - C. Officer Performance
 - D. Qualitative Performance Indicator
 - E. Physical Fitness
 - F. Tenure Requirements
 - G. Educational Requirements
- IV. Dual Career Program Pay Bonus and Insignia
- V. Recertification Process
- VI. Appeal Process

C. W. Rabideau

AUTHORITY: C. W. RABIDEAU
CHIEF OF POLICE

DISTRIBUTION: ALL PERSONNEL

DUAL CAREER PROGRAM

I. Eligibility Requirements and Application Process

A. Eligibility Requirements

1. Eligible for pre-application counselling after 5-1/2 years of service.

2. Officers may apply for Dual Career Process at the beginning of their last step within the current salary scale structure. Officers would be eligible for pay purposes at the end of their last (sixth) step of the current salary scale structure and after being certified by the Dual Career Board.

3. Officers are encouraged to prepare themselves for the Dual Career Program during the years prior to their eligibility by reviewing their level of education and also through career counseling discussions with Administration.

4. No Dual career advancement may be made in any unit other than the Patrol Unit.

5. P. O. II is the highest level that may be transferred outside of the Patrol Unit. Thus, a P. O. III officer going, for example, to the Traffic Unit, Tactical Unit or Detective Division will be reduced to a P. O. II.

6. Productivity standards will be based upon 105% of the average from 5/1/94 to 5/1/95 and 110% of the average thereafter. Productivity standards are determined via Appendix C and Attachment 1 to Appendix C.

7. Investigators assigned to the Detective Division as of the date of this agreement will not have their dual career status reduced to the P. O. II level as a result of this agreement.

B. Application Process

1. Eligible officers who are interested in being considered for advanced positions of the Dual Career Program must submit a completed application by the deadline date set by the Chief of Police

2. Copies of the Dual Career Program application will be available from the Chief's office.

II. Dual Career Program Review Board

A. Duties of the Dual Career Review Board

1. The Dual Career Program Review Board is responsible for assessing the Dual Career applicant's credentials and for making recommendations to the Chief of Police regarding the applicant's suitability for advanced positions in the Dual Career Program.

2. The Dual Career Review Board is an advisory body in the Dual Career Program selection process. The Chief of Police will make the decision regarding the advancement of applicants into the Dual Career Program.

3. The Dual Career Review Board shall also review and make recommendations to modify or change the program pursuant to the approval of the Chief of Police.

4. The Dual Career Review Board may, at their discretion, give tests or other indentia relative to an officer's proficiency in advanced areas.

B. Composition of Dual Career Program Review Board

1. The Dual Career Review Board will consist of representatives from each rank in the department as follows: three (3) Patrol Officers, one (1) Lieutenant/Sergeant, Deputy Chief of Police.

2. The Chief of Police shall appoint the members to the Dual Career Review Board.

a. The representatives appointed from the patrol officer rank will usually be from among those officers who have been previously advanced into Dual Career positions.

3. The Dual Career Review Board will be chaired by the Inspector of Police. Each member of the Dual Career Review Board will have voting privileges.

4. The Field Training Supervisor will serve the Dual Career Review Board in an advisory capacity and will not have voting privileges.

III. Dual Career Program Selection Process

A. Program Manual

1. The Dual Career Program selection process shall be clearly defined and published in manual form by the Dual Career Review Board. Copies of this manual shall be provided to each Operational Team of the Department.

2. The Dual Career Review Board shall be responsible to maintain the manual, including any modifications to the

Program, subject to the approval of the Chief of Police.

3. The Program manual shall include a detailed listing of the following skill assessment criteria:

- a. Basic Police Officer Knowledge and Skills.
- b. Advanced Police Officer Knowledge and Skills.

B. Specialty Training Requirements

In order to progress along the advancement positions of the Dual Career Program, the officer would be required to demonstrate a working competency in the advanced areas as specified below. The criteria necessary to qualify for these advanced areas will usually be detailed in the Program Manual.

Advanced Officer	- 2 advanced areas
Police Officer I	- 3 advanced areas
Police Officer II	- 4 advanced areas
Police Officer III	- 6 advanced areas

C. Officer Performance

1. The purpose of the Dual Career Program is to maximize officer performance in order to provide cost effective police services to the community. The primary focus of the selection process requirement will be upon officer performance.

2. Patrol officer activities are divided into four main categories with sub-categories of activities under each. The four main general activity categories recommended are:

- a) Traffic enforcement activities.
- b) Criminal enforcement activities.
- c) Ordinance enforcement activities.
- d) Miscellaneous service activities.

3. The quantitative standards for the general and specific activity categories are detailed as follows;

Minimum Police Officer Performance Standards

The quantitative performance standards for Traffic Enforcement, DUI arrests and Criminal Enforcement Activities are outlined in appendix C and Attachment 1 to Appendix C.

- 1. Traffic Enforcement Activities
 - Includes all categories listed:
 - 1. IVC Warnings (limited to 1 of every 4)
 - 2. IVC Traffic tickets
 - 3. P-tickets
 - 4. P-ticket warning (1 of every 2)

2. D.U.I. Arrests

3. Criminal Enforcement Activities
Includes all categories listed:

- 1. Warrants
- 2. Criminal
- 3. Security
- 4. Traffic
- 5. Juvenile

Total enforcement activities

D. Qualitative Performance Indicators

See Appendix A (Employee Performance Evaluation)

E. Physical Fitness

See Physical Fitness Program (Appendix B)
Meet minimum standards of Physical Fitness Program.

F. Tenure Requirements

1. As previously stated, officers beginning their last step will be eligible for consideration in the Dual Career Program. The specific tenure requirements for each of the Dual Career Program positions is as follows:

- Advanced Officer - One year at last step
- Police Officer I - One year at last step or one year at advanced officer
- Police Officer II - One year at Police Officer I
- Police Officer III - One year at Police Officer II

2. If an officer is qualified to advance into P.O. I, the officer shall not be required to enter the Dual Career Program at Advanced Officer stage, but may enter at Police Officer I step.

3. Officers transferred to units other than the Patrol Unit may submit application with nine months' service in the Patrol Unit, provided they meet all other requirements.

G. Education Requirements

In order to ensure a fair and equitable program, the educational requirements for the Dual Career Program have been divided into two categories: Requirements for officers appointed after January, 1979 and requirements for officers appointed before January, 1979. The rationale for this distinction is based upon the fact that education began to receive greater

emphasis in the selection of new officers around 1979. Prior to that date, very little emphasis was placed on educational achievement. Therefore, the educational requirements of the Dual Career Program reflect the changing emphasis within the Department.

1. Educational Requirements of Officers Appointed
After January 1, 1979

The educational requirements of officers appointed after January 1, 1979 are detailed below. It is expected that the course work and attained degree will be within general fields of study that are applicable to the mission and objectives of the department.

- Advanced Officer - 36 credit hours and currently enrolled in pursuit of AAS degree.
- Police Officer I - AA/AS/AAS Degree in appropriate field of study or 45 semester hours toward the attainment of a degree.
- Police Officer II - 60 & 20 semester hours toward the attainment of a Bachelor's Degree in an appropriate field of study.
- Police Officer III - Bachelor's Degree (BA or BS in an appropriate field of study).

2. Educational Requirements for Officers appointed
Before January 1, 1979

- Advanced Officer - 36 credit hours.
- Police Officer I - 36 credit hours and currently enrolled in appropriate field of study.
- Police Officer II - AA/AS/AAS degree or 60 credit hours or 45 credit hours and currently enrolled in appropriate field of study.
- Police Officer III - 80 credits or above in appropriate field of study.

3. Educational Requirements for Officers appointed
after September 1, 1991 as follows:

- Advanced Officer - AA degree and enrolled in college pursuing a bachelor's degree.

- Police Officer I- Minimum 75 hours of college credit and pursuing a bachelor's degree.
- Police Officer II- Minimum 90 hours of college credit and pursuing a bachelor's degree.
- Police Officer III- Bachelor's degree.

IV. Dual Career Pay Bonus and Insignia

A. Dual Career Pay Bonus

The pay bonus for advancement into each of the Dual Career positions will be as follows:

- Advanced Officer - \$1,100
- Police Officer I - \$1,300
- Police Officer II - \$2,350
- Police Officer III - \$3,250

B. Dual Career Insignia

As a symbol of achievement, each DCP position will have an attendant insignia to be worn by the officer. The DCP insignia are represented in Figure I.

V. Recertification Process

A. The appointment of an officer to any DCP position will be for the period of one year.

B. To retain the present position or to advance to the next DCP position, the officer will be expected to complete the DCP selection process.

VI. Appeal Process

A. Any officer making application for the Dual Career Program or for recertification of the Dual Career Process may within five (5) days of notification of rejection file a written appeal to the Dual Career Review Board who shall set a hearing date within ten (10) days.

B. After the Board has made a recommendation either to accept or reject an officer into the Dual Career Program or recertification, the officer may appeal their decision to the Chief of Police in writing within five (5) days. The decision of the Chief of Police concerning the appeal process shall be final and binding.

PURPOSE: The purpose of this order is to establish the

requirements and procedures for advancement through the Orland Park Police Department's Dual Career Program System of career development. The Dual Career Program combines the traditional hierarchical promotional career ladder with a new path of career advancement below the rank of Sergeant and consisting of the positions of Advanced Officer, Police Officer I, Police Officer II and Police Officer III. The advancement steps are achieved on the basis of performance, training, education, experience and physical fitness and include an attendant pay bonus, identifiable insignia and departmental recognition.

This order consists of the following numbered sections:

- I. Eligibility Requirements and Application process.
- II. Dual Career Program Review Board.
- III. Dual Career Program Selection Process.
 - A. Program Manual
 - B. Specialty Training Requirements
 - C. Officer Performance
 - D. Qualitative Performance Indicator
 - E. Physical Fitness
 - F. Tenure Requirements
 - G. Educational Requirements
- IV. Dual Career Program Pay Bonus and Insignia
- V. Recertification Process
- VI. Appeal Process

DUAL CAREER PROGRAM - ORLAND PARK POLICE DEPARTMENT
OFFICER APPLICATION FORM

Date _____

NAME _____
(Last) (First) (Middle)

ADDRESS _____
(Street) (City) (Zip Code)

TELEPHONE _____

DATE OF EMPLOYMENT _____

OTHER POLICE SERVICE - FULL TIME _____

CURRENT PAY STEP _____ TIME IN CURRENT PAY STEP _____

I. EDUCATION INFORMATION (Transcripts must be included.)

A. HIGH SCHOOL _____ GRADUATION DATE _____

B. UNDERGRADUATE STUDY

1) DEGREE (Check appropriate box and complete additional information on degree)

____ CERTIFICATE _____ NO. CREDITS _____ MAJOR _____ INST. _____
(Year)

____ ASSOCIATE _____ NO. CREDITS _____ MAJOR _____ INST. _____
(Year)

____ BACHELORS _____ NO. CREDITS _____ MAJOR _____ INST. _____
(Year)

____ MASTERS _____ NO. CREDITS _____ MAJOR _____ INST. _____
(Year)

2) OTHER COLLEGE CREDIT

<u>INSTITUTION</u>	<u>NO. CREDITS</u>	<u>COURSE STUDY</u>	<u>DATES</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OFFICER APPLICATION FORM

NAME _____

II. CAREER INFORMATION (Attach additional paper if necessary)

A. What are your career goals with the Orland Park Police Department

B. Explain your reasons for applying for a Dual Career Program position.

III. LIST SPECIALTY AREAS

Date _____

ORLAND PARK

14600 S. Ravinia Ave. • Orland Park, IL 60462-2553

(708) 349-4111

Mayor
Daniel J. McLaughlin

Village Clerk
James V. Dodge, Jr.

Trustees
Bernard A. Murphy
William R. Vogel
Richard R. Della Croce
Thomas M. Dubelbeis
Brad S. O'Halloran
Kathleen M. Fenton

EMPLOYEE'S

NAME: _____ RATED BY: _____

JOB TITLE: _____ REVIEWED BY: _____

DIVISION: _____ REVIEWED BY: _____

EMPLOYEE PROGRESS REPORT

(Date of Evaluation)

- This analysis is used to help develop each employee in his present position and to help determine potentialities. It is a personal inventory to pinpoint weaknesses and strengths and to outline and agree upon a practical improvement program. Periodically conducted, these evaluations will provide a history of development and progress. They will be utilized as appraisals for merit increases, promotion, demotion, retention, suspension, dismissal or the reinstatement of an employee.

INSTRUCTIONS: After careful review of the following traits, abilities and characteristics, the immediate supervisor should circle the number representing the statement that most nearly describes the employee's performance. MAKE WRITTEN COMMENTS ON EACH ITEM TO GUIDE THE DEVELOPMENT OF THE PERSON WHOSE PERFORMANCE IS BEING EVALUATED, AND TO ASSIST IN FUTURE EVALUATIONS. Arrangements should then be made to review the evaluation with the employee, allowing sufficient time for employee to express his/her plans and methods of improving in areas where deficiencies are indicated.

APPEARANCE: - Impression officer makes on citizens with regard to his/her personal appearance.

- 5 - Well groomed. Takes excellent care of uniform (which is always freshly pressed and clean, leather highly polished, etc.) and him/herself. Sets an example for others in way of appearance.
- 4 - Presents favorable appearance, usually neat and clean. Individual presents a neat appearance (clean uniform, polished leather, etc.).
- 3 - Fair in care of: person, clothing. Individual takes average care of both him/herself and clothing and presents an average appearance. Is not outstanding one way or the other.
- 2 - Should improve in care of: person, clothing.
- 1 - Poor maintenance and care of: person, clothing. Is this individual careless in the way he dresses (dirty uniform, scuffed leather, etc.). Maintains poor personal hygiene (need of haircut, unclean appearance, etc.). If this individual is remiss in both areas indicate same.

ATTENDANCE - Faithfulness in coming to work daily and conforming to work hours (consider lunch breaks, etc.).

- 5 - Late-absent only when unavoidable. Individual is rarely late or absent and if he/she is, it will be due to some unavoidable incident. Gives adequate notice.
- 4 - Prompt and dependable. Is the individual prompt in reporting for work (usually early) and is this individual one you can rely on almost 100 percent of the time.
- 3 - Fair in promptness, attendance. Average in promptness and/or attendance. Only on very infrequent occasions is the person late or absent. Seldom ill.
- 2 - A minuteman, avoidably absent. Does the officer constantly "bust" the clock "reporting for work right at the last minute). Is the officer avoidably absent (constantly calling in sick, having car trouble, family difficulties, etc.).
- 1 - Habitually late, habitually absent.

PHYSICAL FITNESS -

See Physical Fitness Program as adopted by the Department.

PUBLIC RELATIONS - Courtesy and warmth which individual imparts to citizens.

- 5 - Exceptionally courteous and well-mannered, wins friends for the department.
- 4 - Tactful and obliging, good self-control.
- 3 - Usually maintains courteous effective relations. Is average, however, improvement desirable.
- 2 - Should cultivate courtesy. Below acceptable level, should strive to improve.
- 1 - Lacks common courtesy. Rude to citizens, complete disregard for the other fellow. Displays no human understanding.

DETAIL ACCEPTANCE - Officer's willing acceptance of assignments and duties.

- 5 - Desires or requests assignments. Goes out of his/her way to find assignments, is never too busy to take additional assignments.
- 4 - Accepts assignments cheerfully. Will inquire about matters he/she does not understand. Willing worker.
- 3 - Accepts assignments without comments as a matter of routine duty.
- 2 - Should improve attitude toward assignments. Accepts assignments somewhat belligerently but does not openly express resentment.
- 1 - Open resentment. Complains about any assignments he/she gets, thinks he/she is getting "the short end of the stick".

ACTIVITY - Refers to officer looking for things to do rather than being told.

- 5 - Unusually quick and active, agile and energetic. Always on the go, doing things, checking persons, reports, etc.
- 4 - Habitually active and energetic. Usually is looking for things to do, persons and things to check, etc.
- 3 - Fairly industrious, does his/her job. Very seldom has to be prodded but often does no more than is mandatory.

ACTIVITY (CONT.)

- 2 - Lacks experience, slow moving. Does only that which is necessary and no more (may be due to inexperience or is just "slow moving").
- 1 - Does not try. Does not show any desire, may even try to avoid any activity.

ABILITY TO UNDERSTAND - Ability to grasp instructions and meet changing conditions.

- 5 - Comprehends well. Adapts to situations.
- 4 - Capable, follows instructions satisfactorily.
- 3 - Able to follow instructions with some supervision.
- 2 - Lacks experience, needs detailed instructions.
- 1 - Slow comprehension, often misunderstands.

TEAM WORK - Officer's willingness to work with others.

- 5 - Shows exceptional ability to work as a team member.
- 4 - Works well with others, stays in step with team.
- 3 - Fair team worker. Majority of the time works well with fellow officers to accomplish assignment.
- 2 - Lacks experience, needs more effort. Tries, but does not fit in with fellow officers.
- 1 - Not a team worker. Does not work well with fellow officers, either due to personal attitude or character quirks.

CARE OF EQUIPMENT - Individual's care and maintenance of Department property and operation of same.

- 5 - Takes excellent care of Department equipment. Performs preventative maintenance. Sees that all equipment is in working order at all times.
- 4 - Careful in use of Department equipment. Handles equipment as if it were their own.
- 3 - Adequate in care of Department equipment. Performs necessary maintenance. Keeps equipment in working order.
- 2 - Lacks experience, neglects minor maintenance. May improve with time.
- 1 - Has no regard for value of Department equipment. Poor care of firearm, leather, etc. Does not take proper care of vehicle, may have careless driving habits, etc.

KNOWLEDGE OF JOB - Information concerning work duties which officer should know for satisfactory performance of job.

- 5 - Absorbs training and profits by knowledge gained. Knows the details as well as general concepts.
- 4 - Has good knowledge and ability for duties. Understands the "why" as well as "how" of the job.
- 3 - Has working knowledge of duties. Knowledge is adequate to do job well, but does not know fine points or details.
- 2 - Lacks experience, needs close supervision. Knows only what he is doing now, does not show interest in increasing his job knowledge.
- 1 - Lacks necessary knowledge of his job. Does not seem to know the importance of his/her position and purpose.

QUALITY OF WORK - Comprised of thoroughness and freedom of errors.

- 5 - Excellent, strives for perfection. Rarely requires supervision and often does outstanding work.
- 4 - Good, particular with work. Very seldom needs supervision.
- 3 - Adequate with supervision. Needs only occasional supervision.
- 2 - Lacks experience, needs close supervision. Is capable but needs almost constant, close supervision to see the job is done.
- 1 - Haphazard. Poor quality, does things only half way, "just enough to get by".

HANDLING SITUATIONS - Officer's ability to deal with unusual or difficult situations, tact.

- 5 - Handles difficult situations expertly. Needs no assistance, situations dealt with cause no repercussions because of poor handling.
- 4 - Handles difficult situations without assistance. Difficult situations are handled without assistance, except in extremely rare or isolated instances, and handled successfully.
- 3 - Tries to meet difficult situations. Actually handles the vast majority of them successfully.
- 2 - Handles difficult situations poorly. Uses poor judgement, often requires assistance to get situations straightened out.
- 1 - Unable to handle situations. Cannot handle situation properly, needs assistance often; difficult situations are often "botched up" or mishandled.

ABILITY TO MAKE DECISIONS - Officer's willingness to make a decision "on his feet" without taking unnecessary chances.

- 5 - Displays an unusual amount of courage and grit consistently. Recognizes fear of danger or criticism but proceeds in the face of it with calmness and firmness. Accepts responsibility for his/her actions.
- 4 - Has marked courage and grit. Is reasonably cautious and does not take unnecessary chances that could affect fellow officers or citizens, recognizes dangers involved but proceeds.
- 3 - Displays courage. Is aggressive but also displays reasonable amount of caution.
- 2 - Lacks experience, stand-aside police officer. Not sure of self but probably will improve with more experience. Would rather let a fellow officer handle the situation.
- 1 - Timid, overly cautious. Lacks aggressiveness, tends to avoid contact, etc.

INITIATIVE - Employee's drive to proceed on his/her own and to provide and implement suggestions for improvements within the scope of the job.

- 5 - Seeks and sets for him/herself additional tasks, shows ingenuity. Looks for alternate methods, thinks ahead.
- 4 - Alert to opportunities (a self-starter). Stays mentally alert and physically alert, takes responsibility for tasks without being told.
- 3 - A routine worker, usually waits to be told.
- 2 - Lacks experience, needs prodding.
- 1 - Has no initiative. Has no desire to know his/her area or assignment, "deadbeat".

CAPABILITIES - Refers to officer's capabilities as an officer and whether an asset or detriment to the Department.

- 5 - Key person, exceptionally versatile, does all jobs well, an asset to the Department.
- 4 - Dependable person, handles most jobs well. Valuable to the Department, handles majority of tasks well without assistance.
- 3 - Meets requirements. A good "average" police officer, not outstanding, but overall is valuable to the Department. Does assigned duties.
- 2 - Lacks experience, slow development.
- 1 - Does not possess necessary qualifications. Cannot handle job or assignment capably. Does not possess general overall police attributes. Not an asset to the Department.

RATING COMMENTS (RECOMMENDATIONS):

(Circle one*)

Overall Evaluation

- 5 - Superior
- 4 - Above Average
- 3 - Average
- 2 - Below Average
- 1 - Unacceptable

<input type="checkbox"/>	APPEARANCE _____
<input type="checkbox"/>	ATTENDANCE _____
<input type="checkbox"/>	PHYSICAL FITNESS _____
<input type="checkbox"/>	PUBLIC RELATIONS _____
<input type="checkbox"/>	DETAIL ACCEPTANCE _____
<input type="checkbox"/>	ACTIVITY _____
<input type="checkbox"/>	ABILITY TO UNDERSTAND _____
<input type="checkbox"/>	TEAM WORK _____
<input type="checkbox"/>	CARE OF EQUIPMENT _____
<input type="checkbox"/>	KNOWLEDGE OF JOB _____
<input type="checkbox"/>	QUALITY OF WORK _____
<input type="checkbox"/>	HANDLING SITUATIONS _____
<input type="checkbox"/>	ABILITY TO MAKE DECISIONS _____
<input type="checkbox"/>	INITIATIVE _____
<input type="checkbox"/>	CAPABILITIES _____

*Divide total points by number of categories evaluated.

MAJOR WEAK POINTS ARE:

1. _____
2. _____
3. _____

and these can be strengthened by doing the following:

MAJOR STRONG POINTS ARE:

1. _____
2. _____
3. _____

and these can be used more effectively by doing the following:

Employee Comments: _____

I HAVE RECEIVED A COPY OF THIS EVALUATION WHICH WAS REVIEWED AND DISCUSSED WITH ME ON
_____ (date).

(Employee's Signature)

**ORLAND PARK POLICE**

DATE OF ISSUE

EFFECTIVE DATE

NUMBER

GENERAL ORDER

9/26/90

9/26/90

G90-2

SUBJECT

PHYSICAL FITNESS PROGRAM

AMENDS

N/A

INDEX AS

PHYSICAL FITNESS PROGRAM

RESCINDS

G88-5

Effective October 1, 1987, the Orland Park Police Department adopted a Physical Fitness/Wellness Program. The program is directed towards all full time police officers. The Director of Training will be responsible for administering the program and maintaining records.

I Purpose and Goals

A. The purpose of the program is to impact these officers in four critical areas.

1. Increase or maintain a high aerobic capacity.
2. Increase or maintain good flexibility.
3. Increase or maintain good muscular strength.
4. Increase or maintain muscular endurance.

B. The primary goals of the program are:

1. The capacity to maintain balanced physical and mental health.
2. The capacity to reduce and/or minimize the effect of job related injuries by being more physically capable and flexible through increases in stamina, strength and agility.
3. The capacity to maintain increased decision-making skills in biologically and emotionally intense situations.
4. Increased survival skills in physical confrontations.
5. Decrease the negative effects of stress and increase the quality of personal life.
6. Basic health level improvement and reduction of sick leave, as well as increases in efficiency of professional life by increasing tolerance to fatigue.
7. Undo the negative effects of the traditional sedentary nature of police work that contributes to certain diseases such as heart disease, high blood pressure, low back pain and obesity.
8. Reduction of premature termination of productive work life.
9. Increased self-confidence and self concept contributing to greater job satisfaction and positive work attitude.

II Medical/Fitness Profile (Phase I)

Every officer will submit to a Medical/Fitness Profile given at the expense of the Village of Orland Park as an integral component of the program. The Medical/Fitness Profile will constitute the first phase of the program and will be conducted by the Chicagoland Orthopaedic Rehabilitative Service Group. The Medical/Fitness Profile shall consist of the following:

1. Completion of Health Questionnaire (attachment #1).
2. Lab scan and coronary risk profile (attachment #2).
3. ABO/RH typing.
4. Graded submaximal exercise testing.
 - A. Treadmill or bicycle ergometer to determine your maximum oxygen consumption. Reflects the efficiency of your heart, lungs and circulatory system.
5. Isotonic/Isometric strength testing.
 - A. This is determined using Cybex progressive resistance equipment measuring over six (6) major muscle groups.
6. Range of motion flexibility testing.
 - A. Measurement taken by goniometers and rulers. Flexibility is the range of motion around a joint. Flexibility of 12 major muscle groups are measured.
7. Body composition analysis.
 - A. Measurement utilizing the bioelectrical impedance analyses. The amount of fat tissue and lean tissue are determined and expressed as a percent of your total body threshold weight.

Every officer will be evaluated as to their current fitness/health status with recommendations made for maintaining or improving health status.

III. Program Standards

1. The minimum standards as set forth in this program are adopted from the Illinois Local Governmental Law Enforcement Officers Training Board Physical Fitness Training Standards Manual (see Attachment #3).

2. Options to 1.5 mile run in attachment #3 for medical reasons.

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

IV. Testing (Phase II)

1. Employee testing, for program compliance, will be conducted on a semi-annual basis.
2. Testing will be conducted via the office of the Director of Training by the Physical Fitness Coordinator.
3. A State of Illinois Certified Paramedic will be present during all phases of Physical Fitness testing.
4. The results of the testing will be sent to the program Physical Fitness Coordinator for review and follow-up action with the Physical Fitness Review Committee.

V. Record Keeping

The Director of Training shall maintain fitness records for all officers. These records will be confidential and only open for review by the Chief of Police, individual officer and member(s) of the Physical Fitness Review Committee (see Section VIII).

VI. Evaluations and Dual Career Program Applicability

Evaluations as they relate to the Fitness Program are as follows:

- 1) Meeting minimum standards = average rating.
- 2) 5% above minimum standards = above average rating.
- 3) 10% above minimum standards = superior rating.

Additionally, those officers making application to the Dual Career Program will be required to perform the fitness test at the minimum standard.

VII. Administrative Review

Those officers who are unable to successfully meet the minimum standards as referred to in Section III will 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 adhere to a remedial fitness training program in an effort to meet the minimum standards will be subject to administrative review.

VIII. Physical Fitness Review Committee

There will be a Physical Fitness Review Committee comprised of the following personnel:

- 1) Inspector of Police - permanent.
- 2) Field Operations Commander - permanent.
- 3) Physical Fitness Coordinator - permanent.
- 4) Three (3) members (Patrol officers) recommended by the Orland Park Patrol Officers Association and appointed by the Chief of Police to serve for a three (3) year period.

The Physical Fitness Committee shall review, on an individual basis those personnel who are not in compliance with the minimum fitness program standards. The Committee will forward to the Chief of Police recommendations concerning the individual.

The Physical Fitness Committee shall also monitor the overall physical fitness program and be responsible for initiating any modifications considered necessary to improve the program.

The Physical Fitness Committee shall meet a minimum of twice each calendar year or at the request of one of the Committee members.

Reasonable and approved alternative testing methods will be considered as recommended by the Physical Fitness Committee subject to approval of the Chief of Police.

IX. Exemptions

Those officers 60 years of age or older are exempt from the program, however, they are encouraged to participate in the program for their benefit and that of the Department.

DISTRIBUTION: ALL PERSONNEL

AUTHORITY: *C. W. Rabideau*
C. W. RABIDEAU
CHIEF OF POLICE

HEALTH QUESTIONNAIRE

Name _____ Age _____ Sex _____ Weight _____
 Address _____ Phone _____

Family Physician _____

May we send a copy of your fitness evaluation results to your physician? yes no

Physician's Address _____

Occupation _____

What is the reason you are having the fitness evaluation done? _____

HEALTH HISTORY

Do you now have or have you ever had any of the following?

<input type="checkbox"/> Anemia	<input type="checkbox"/> Daily coughing
<input type="checkbox"/> Heart attack	<input type="checkbox"/> Bronchitis
<input type="checkbox"/> Heart disease	<input type="checkbox"/> Emphysema
<input type="checkbox"/> High blood pressure	<input type="checkbox"/> Dizziness
<input type="checkbox"/> Stroke	<input type="checkbox"/> Headaches
<input type="checkbox"/> Chest pain (at rest or with exertion)	<input type="checkbox"/> Back pain
<input type="checkbox"/> Shortness of breath (at rest or with exertion)	<input type="checkbox"/> Claudication or other pain
<input type="checkbox"/> Hardening of the arteries	<input type="checkbox"/> Kidney problems
<input type="checkbox"/> Asthma	<input type="checkbox"/> Thyroid problems
	<input type="checkbox"/> Diabetes

Have your relatives ever had any of the following?

<input type="checkbox"/> Heart attack	Relationship: _____	Age: _____
<input type="checkbox"/> Heart disease	_____	_____
<input type="checkbox"/> High blood pressure	_____	_____
<input type="checkbox"/> Stroke	_____	_____
<input type="checkbox"/> Diabetes	_____	_____

Circle the appropriate item

Have you had a physical exam in the past year? yes no
 Date? _____

Have you ever had a resting electrocardiogram? yes no

If yes, was the EKG normal borderline abnormal

Have you ever had an exercise electrocardiogram? yes no

Have you had a common illness (flu, cold, etc.) in the last month? yes no
 Explain _____

Are you pregnant? yes no

Are you currently taking medications? yes no
 Explain _____

Are you allergic to any drugs, foods, etc. ? yes no
 Explain _____

Do you have cold hands and/or feet even when the weather is warm? yes no

Have you had tingling, numbness, or loss of feeling in the arms, hands, legs, feet, or face? yes no

Do you have any menstrual problems (women only) yes no

Do you have a physical disability that could interfere with the graded exercise stress test or a fitness program? yes no
 Explain _____

Do you have any visual or hearing impairments that would interfere with fitness testing? yes no
 Explain _____

Do you feel that many of your daily activities cause you to be tense? yes no

SMOKING HISTORY

Do you or did you ever smoke? lifetime non-smoker quit still smoke

If you quit, how long did you smoke before you quit? _____

If you currently smoke, how many cigarettes per day do you smoke? _____

EXERCISE HISTORY

Within the last six months, how many days per week do you exercise? _____

How many minutes do you exercise continuously when you exercise (this includes rhythmical activities that use large muscle groups such as walking, running, biking, swimming, etc.)? _____

How intense is your level of exercise? extremely high high moderate
low very low

List the exercises in which you participate on a regular basis and the approximate speed, mileage, time spent in each _____

How much physical effort does your job require? heavy manual labor manual labor
moderate activity semi-sedentary sedentary

WEIGHT HISTORY

At your present weight how many pounds away from your ideal weight are you?

within 5 pounds 6-10 pounds 11-20 pounds 21-30 pounds 30 pounds or above

Has your weight fluctuated more than a few pounds in the past year? yes no

If the answer to the previous question is yes, has this weight change been brought about by diet and/or exercise? yes no

When were you last at your ideal weight?

at ideal weight now 1 year ago 2-3 years ago 4-5 years ago more than 6 years

MUSCLE AND BONE HISTORY

Do you now have or have you ever had any of the following?

- | | |
|--|---|
| <input type="checkbox"/> Muscle weakness | <input type="checkbox"/> Muscle strains |
| <input type="checkbox"/> Muscular pain at rest or exertion | <input type="checkbox"/> Sprains or other ligament damage |
| <input type="checkbox"/> Swollen joints | <input type="checkbox"/> Bone injuries |
| <input type="checkbox"/> Pain in the joints | <input type="checkbox"/> Flat feet |
| <input type="checkbox"/> Arthritis | <input type="checkbox"/> Extremely high arch |
| <input type="checkbox"/> Bursitis | <input type="checkbox"/> Muscle cramps |

Have you had any hospitalizations other than normal pregnancies? _____

SPORT HISTORY

Have you participated in competitive sports? yes no

Explain, include sport and years of competition _____

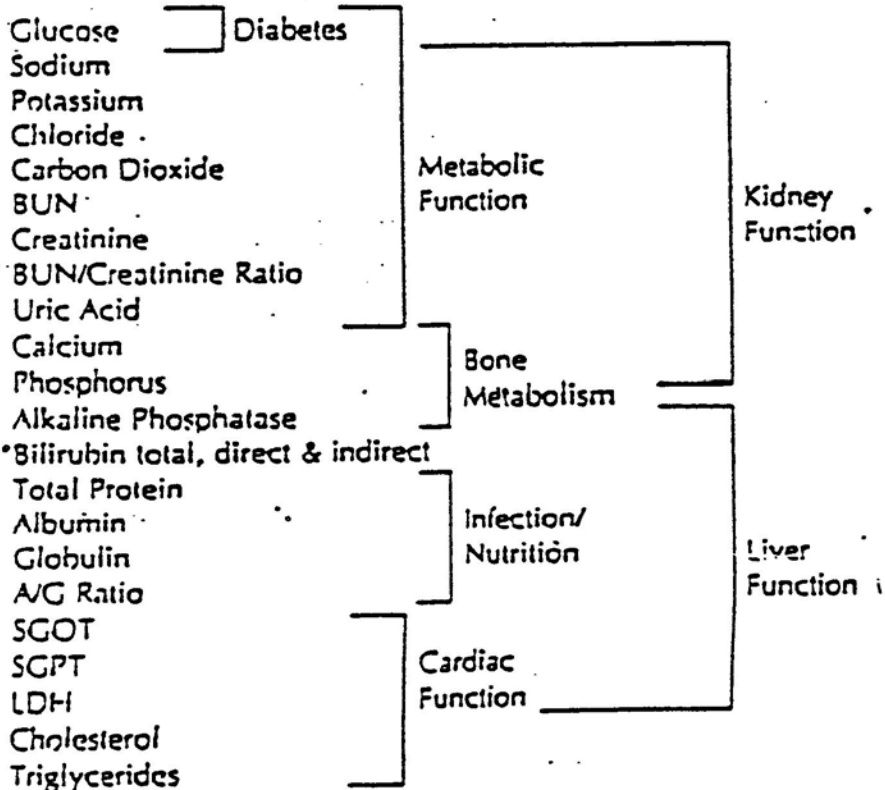
What activities would you prefer in a regular exercise program for yourself?
(weight-lifting, sprinting, distance running, biking, etc.) _____

In the remaining space please include any additional information that you feel may be helpful in designing an individual fitness and/or training program for you.

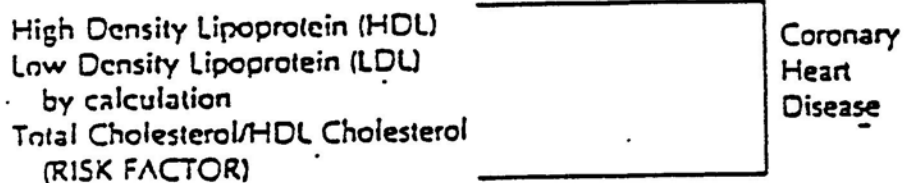
DIMENSION REFLEX PROFILES

Dimension Reflex 1

Lab-Scan@



Coronary Risk Profile



ILLINOIS LOCAL GOVERNMENTAL LAW ENFORCEMENT OFFICERS TRAINING BOARD

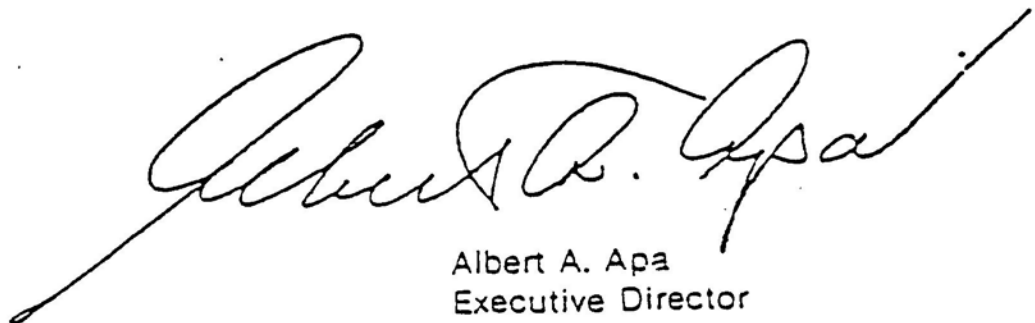


PREFACE

The Illinois Local Governmental Law Enforcement Officers Training Board, in recognizing the importance of physical fitness status for academy performance (and eventual job performance), has established physical fitness training standards for entering any of the Illinois police academies.

A physical fitness test will be provided all academy candidates the first few days of the academy to see if each individual meets the standards. These fitness entrance requirements help to ensure that each recruit can undergo both the physical and academic demands of an academy without undo risk of injury and with a level of fatigue tolerance to meet all academy requirements. If the academy applicant does not meet all the standards, the recruit will not be allowed to enter the academy.

In an effort to brief police administrators and police applicants, this pamphlet will provide information on the rationale, purpose, testing procedures, standards of performance and fitness activities to prepare for the fitness testing. It is intended to answer the basic questions pertaining to all aspects of the fitness testing process. Any questions you may have about these standards should be directed to the Board's Office at 217/782-4540.



Albert A. Apa
Executive Director

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WHAT IS PHYSICAL FITNESS?

Physical fitness is 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:

- **Aerobic capacity** or cardiovascular endurance pertaining to the heart and vascular system's capacity to transport oxygen. It is also a key area for heart disease in that low aerobic capacity is a risk factor.
 - **Strength** pertains to the ability of muscles to generate force. Upper body strength and abdominal strength are important areas in the low strength levels have a bearing on upper torso and lower back disorders.
 - **Flexibility** pertains to the range of motion of the joints and muscles. Lack of lower back flexibility is a major risk area for lower back disorders.
 - **Body weight and body composition** pertains to body mass and the ratio of fat to lean tissue. Excessive fat is a handicap for physical movement and is a serious health risk for many diseases.
-

WHY IS FITNESS IMPORTANT AS A JOB RELATED ELEMENT FOR LAW ENFORCEMENT OFFICERS?

- It has been well documented that law enforcement personnel (as an occupational class) have serious health risk problems in terms of cardiovascular disease, lower back disorders and obesity. Law enforcement agencies have the responsibility of minimizing known risk. Physical fitness is a health domain which can minimize the "known" health risk for law enforcement officers.

qualification (BFOQ). Job analysis that account for physical fitness have demonstrated that the fitness areas are underlying factors determining the physiological readiness to perform a variety of critical physical tasks. These four fitness areas have also been shown to be predictive of job performance ratings, sick time and number of commendations of police officers. Data also show that fitness level is predictive of trainability and academy performance.

- Physical fitness can be an important area for minimizing liability. The unfit officer is less able to respond fully to strenuous physical activity. Consequently, the risk of not performing physical duties is increased.

HOW WILL PHYSICAL FITNESS BE MEASURED?

The Physical Fitness Test Battery consists of 5 basic tests. A sixth test (body fat measurement) is only necessary if the Threshold Weight test is not passed. Each test is a scientific valid test. The tests will be given in sequence with a rest period between each test.

1. THRESHOLD WEIGHT

This is the weight that has been determined as the weight necessary to 1) perform police tasks without undo effort and 2) to minimize health problems due to overfatness. The score is pounds per height in inches.

% FAT

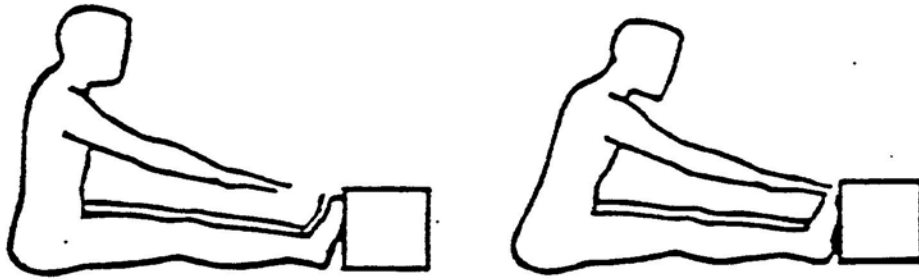
For those individuals not meeting the threshold weight a % fat test will be given. This is the percentage of body fat that has been determined as the level of overfatness that poses a health risk. It is measured with a skinfold caliper at selected skinfold sites. The score is in a fat percentage.



2. SIT AND REACH TEST

This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The test involves stretching out to touch the toes or beyond with extended arms

from the sitting position. The score is in the inches reached on a yard stick with 15 inches being at the toes.



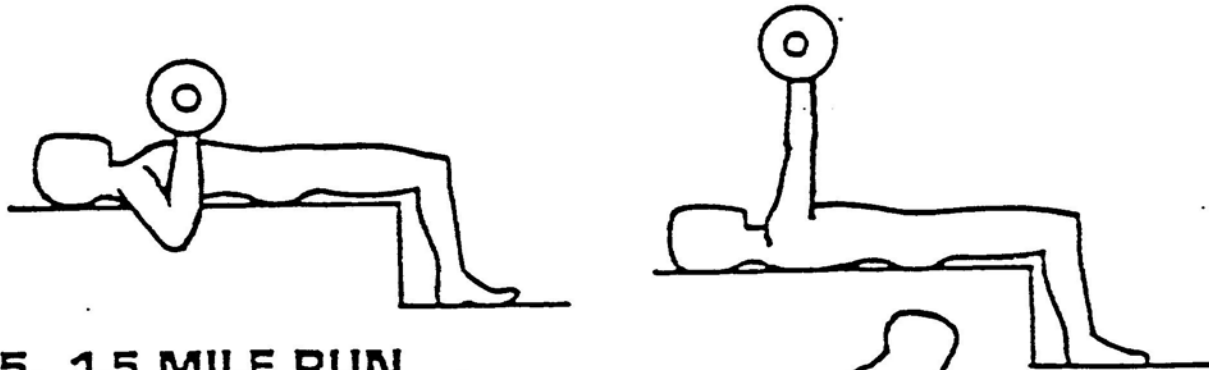
3. 1 MINUTE SIT UP TEST

This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. The score is in the number of bent leg situps performed in 1 minute.



4. 1 REPETITION MAXIMUM BENCH PRESS

This is a maximum weight pushed from the bench press position and measures the amount of force the upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight.



5. 1.5 MILE RUN

This is a timed run to measure the heart and vascular systems' capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.



WHAT ARE THE STANDARDS?

- The actual performance requirement for each test is based upon norms for a national population sample.
- The applicant must pass every test.
- The required performance to pass each test is based upon sex and age (decade). While the absolute performance is different for the 8 categories, the relative level of effort is identical for each age and sex group. All recruits are being required to meet the same percentile rank in terms of their respective age/sex group. The performance requirement is that level of physical performance that approximates the 40th percentile for each age and sex group.

MINIMAL PHYSICAL FITNESS PERFORMANCE REQUIREMENTS CHART

THRESHOLD WEIGHT — Threshold weight is determined by the following formula: $(\text{Height in inches} \div 123)^3$. If the individual is over the threshold weight then he/she will be checked by skinfolds for percent body fat.

HT/IN	THRESHOLD WEIGHT	HT/IN	THRESHOLD WEIGHT	HT/IN	THRESHOLD WEIGHT
52	75	63	134	74	217
53	80	64	141	75	226
54	85	65	147	76	235
55	89	66	154	77	245
56	94	67	161	78	255
57	99	68	168	79	265
58	105	69	176	80	275
59	110	70	184	81	285
60	116	71	192	82	297
61	121	72	200	83	307
62	128	73	209	84	318

TEST	MALE AGE				FEMALE AGE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Percent Body Fat	20.4	23.5	25.5	27.1	27.7	28.9	32.1	35.6
Sit & Reach	16.0	15.0	13.8	12.8	18.8	17.8	16.8	16.3
1 Minute Sit Up	37	34	28	23	31	24	19	13

TEST	MALE AGE				FEMALE AGE			
	20-29	30-39	40-49	50-59	20-29	30-39	40-49	50-59
Maximum Bench Press Ratio	.98	.87	.79	.70	.58	.52	.49	.43
1.5 Mile Run	13:46	14:31	15:24	16:21	16:21	16:52	17:53	18:44

HOW DOES ONE PREPARE FOR THE TEST?

1. Preparing for the body weight and body composition measurement.

There are two aspects to preparing for this standard. First, one needs to reduce daily caloric intake through eating by approximately 500 calories a day. Second, one needs to follow the exercise regimens outlined. Between the dietary and exercise efforts a reasonable and safe fat weight loss can occur.

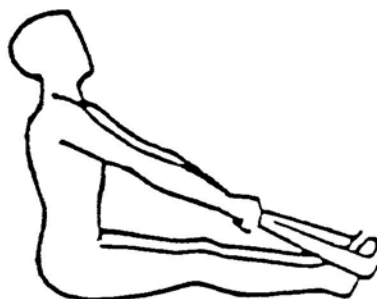
2. Preparing for the sit and reach test.

Performing sitting type of stretching exercises daily will increase this area. There are two recommended exercises.

Sit and reach. Do 5 repetitions of the exercise. Sit on the ground with legs straight. Slowly extend forward at the waist and extend the fingertips toward the toes (keeping legs straight). Hold for 10 seconds.



Towel stretch. Sit on the ground with the legs straight. Wrap a towel around the feet holding each end with each hand. Lean forward and pull gently on the towel extending the torso toward the toes.



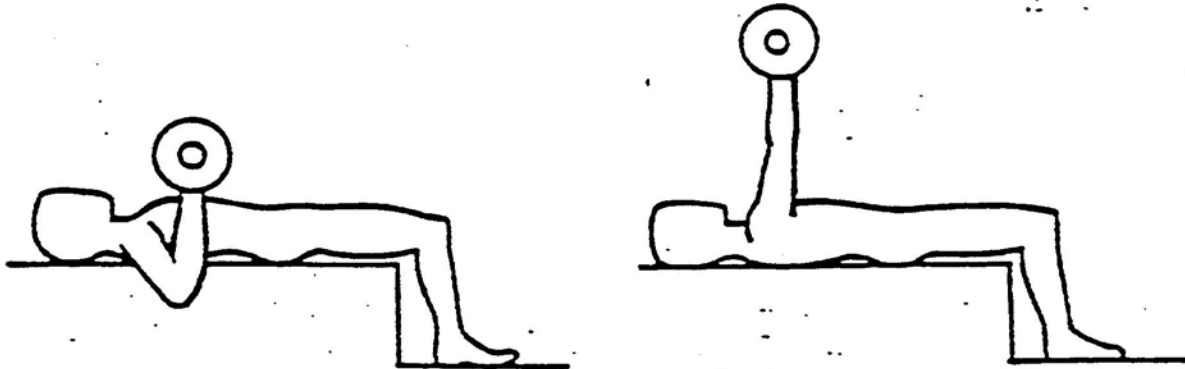
3. Preparing for the sit up test.

The progressive routine is to do as many bent leg situps (hands behind the head) as possible in 1 minute. At least 3 times a week do 3 sets (3 groups of the number of repetitions one did in 1 minute).

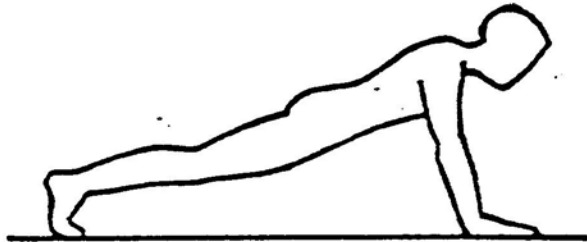


4. Preparing for the 1 repetition maximum bench press.

If one has access to weights, determine the maximum weight one can bench press one time. Take 60% of that poundage. This will be the training weight. One should be able to do 8-10 repetitions of that weight. Do 3 sets of 8-10 repetitions adding 2 1/2 to 5 pounds every week.



If one does not have weight equipment, then the push up exercise can be utilized. Determine how many pushups one can do in one minute. At least 3 times a week do 3 sets of the amount one can do in one minute.



5. Preparing for the 1.5 mile run.

Below is a gradual schedule that would enable one to perform a maximum effort for the 1.5 mile run. If one can advance the schedule on a weekly basis, then proceed to the next level. If one can do the distance in less time, then that should be encouraged.



WEEK	ACTIVITY	DISTANCE	TIME	FREQUENCY
------	----------	----------	------	-----------

1	Walk	1 Mile	20' - 17'	5/week
2	Walk	1.5 Miles	29' - 25'	5/week
3	Walk	2 Miles	35' - 32'	5/week
4	Walk	2 Miles	30' - 28'	5/week
5	Walk/Jog	2 Miles	27'	5/week
6	Walk/Jog	2 Miles	26'	5/week
7	Walk/Jog	2 Miles	25'	5/week
8	Walk/Jog	2 Miles	24'	4/week
9	Jog	2 Miles	23'	4/week
10	Jog	2 Miles	22'	4/week
11	Jog	2 Miles	21'	4/week
12	Jog	2 Miles	20'	4/week

ILLINOIS LOCAL GOVERNMENTAL LAW ENFORCEMENT OFFICERS TRAINING BOARD

BOARD STAFF

ALBERT A. APA - Executive Director
TERRANCE TRANQUILLI - Assistant Director
JOHN JANSSEN - Administrative Assistant
THOMAS J. JURKANIN - Manager, ASSIST Program
CHEVYOUNE HAIG - Criminal Justice Specialist
RONALD O. HEIN - Police Training Specialist
WILLIAM E. HYNES - Police Training Specialist
SHIRLEY A. MAJOR - Juvenile Justice Training Specialist
ROBERT MULVANEY - Police Traffic Specialist
ROBERT OLSHEFSKY - Police Training Specialist
DIANNA MALCOM - Private Secretary
BETTY L. HOUSTON - Account Technician
KATHERINE SEKETA - Accountant
EVA M. ELY - Clerk Stenographer
TERI BLOEDEL - Clerk
BARBARA LYONS - Student Intern



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Springfield, Illinois 62701-1773
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**ORLAND PARK POLICE**

DATE OF ISSUE

EFFECTIVE DATE

NUMBER

GENERAL ORDER

10-1-90

10-1-90

G90-30

SUBJECT

ACCIDENT REVIEW BOARD PROCEDURES

AMENDS

APPENDIX I

INDEX AS

PROCEDURE

RESCINDS

G.O.89-6

I. PURPOSE

The purpose of this General Order is to establish the Accident Review Board and its policy involving Orland Park Police Department vehicles.

II. COMMITTEE

The Accident 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 (Section 17.4 of the Agreement between Village of Orland Park and the Orland Park Patrol Officers Association. Personnel will be assigned on a quarterly basis.

In addition to the stated personnel, an officer who would be considered as a trained Accident Investigator by this or other police agency may be called upon by the Accident Review Board to assist with the investigation of said accident. This individual shall not have voting privileges in establishing final decisions of this Board.

III. FUNCTION

It shall be the function of the Accident Review Board to investigate and establish the causes of accidents involving Orland Park Police vehicles. The Board shall conduct the investigation utilizing any and 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. The Board shall meet and consider accidents within ten (10) days after occurrence.

IV. ACCIDENT REPORTS AND MEMORANDUMS

A. Upon any occurrence of a motor vehicle accident involving a vehicle owned by the Village of Orland Park, the officer involved shall complete all reports required by the State of Illinois and the Village of Orland Park. Such State accident reports shall be completed by an authorized individual other than the involved personnel. If the accident occurs on private property, outside the purview of State reporting purposes, the officer shall complete a memorandum including a synopsis, diagram of the scene, exact location and extent of damage involved, directly to the Chief of Police or his designee.

B. The on-duty Shift Commander at the time of the accident shall provide in writing a memorandum relating the facts of the accident immediately following such occurrence.

C. In the course of the investigation, the Accident Review Board may require the involved officer to appear in person before the Board to secure additional facts. The Officer may also petition the Accident

Review Board to appear in person, in his own interest, to present facts and information not supplied by the reporting agency.

D. If available, the Orland Park Police Department will attempt to utilize an outside Police agency (eg: I.S.P., Cook County Sheriff's Dept.) for the purpose of compiling reports involving Orland Park Police vehicles. This procedure shall be used in all accidents where there is personal injury or property damage in excess of \$250.00.

If an outside agency is unable to respond to the accident, the report shall be completed by a member of the Orland Park Police Department, following established procedures of the State of Illinois and the Village of Orland Park.

V. DISPOSITION

A. The Accident Review Board shall present its finding in writing to the Chief of Police, through its elected spokesperson, regarding the cause/causes 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 his/her decision regarding the accident.

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 designee 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 officer's personnel file regarding the finding of the Accident Review Board.

VI. APPEAL

A. If the involved officer wishes to file an appeal to the findings of the Accident Review Board this shall be presented in writing no more than five (5) working days (Monday-Friday) of such findings. This request shall be directed to both the Accident Review Board and the Chief of Police.

B. The officer 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 Accident Review Board, the Board shall inform in writing the driver 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.

C. W. Rabideau

AUTHORITY: C. W. RABIDEAU, CHIEF OF POLICE

DISTRIBUTION: ALL PERSONNEL

ARTICLE XXI

EMPLOYEE ALCOHOL AND DRUG TESTING

TA 08/31/92

Section 1. Statement of Policy. The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Police Department present unacceptable risks to the safety and well-being of other employees and the public, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violates the reasonable expectations of the public that the Village employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by bargaining unit employees.

The Police Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their jobs at all times. For these reasons, the parties agree that the abuse of prescribed drugs, the abuse of alcohol or the use, possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by employees is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

TA 08/31/92

Section 2. Prohibitions. Employees shall be prohibited from:

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any Village premises or job sites, including Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business;
- (b) Being under the influence of alcohol during working hours;
- (c) Possessing, using, selling, purchasing or delivering any illegal drug or alcohol at any time and at any place or abusing any prescription drug, except to the extent possession, sale, purchase or delivery is necessary in the performance of authorized duties;

- (d) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs which the employee may be taking.

An employee's violation of the foregoing prohibitions shall result in discipline, up to and including dismissal.

TA 08/31/92

Section 3. Definitions. "Drugs" shall mean any controlled substance listed in Chapter 56-1/2 of the Illinois Revised Statutes, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. The term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination.

A. A listing of drugs covered by this policy includes, but is not limited to:

Opium	Methaqualone	Psilocybin-Psilocyn
Morphine	Tranquilizers	MDA
Codeine	Cocaine	PCP
Heroin	Amphetamines	Chloral Hydrate
Meperidine	Phenmetrazine	Methylphenidate
Marijuana	LSD	Hash
Barbiturates	Mescaline	Hash Oil
Gluthethimide	Steroids	

B. The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

C. "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his duties due to the effects of drugs or alcohol in his body. When an employee tests positive for drugs or alcohol, impairment is presumed.

TA 08/31/92

Section 4. Informing Employees Regarding Policy. All present employees shall be supplied a copy of this Policy on Drug and Alcohol Screening and the Village will meet with employees to explain the Policy. New employees will be supplied with a copy of this Policy on Drug and Alcohol Screening as part of the new employee orientation.

TA 08/31/92

Section 5. Drug and Alcohol Testing Permitted. There shall be no random, across-the-board, or routine drug testing of employees. When the Employer has reasonable suspicion that an employee may be violating a prohibition contained in this Article, a test may be ordered and the employee shall be required to report for testing. Refusal of an employee to comply with the order for a drug or alcohol test will be considered refusal of a direct order and will be cause for disciplinary action up to and including discharge.

Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena, such as direct observation of drug use or possession or a pattern of abnormal conduct or erratic behavior, and/or the physical symptoms of being under the influence of a drug;
2. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking;
3. Information of drug use or abuse provided either by reliable and credible sources or independently corroborated by a reliable and credible source; or
4. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" or rumors unsubstantiated in accordance with the above standards are not sufficient to meet these standards.

In addition to the foregoing, when an employee is involved in an on-the-job accident or injury, a supervisor shall conduct a preliminary investigation promptly, and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the employee caused the accident or injury or where there is reasonable suspicion that an employee's alcohol or drug use may have contributed to the incident.

The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for persons seeking employment prior to their date of hire.

TA 08/31/92

Section 6. Order To Submit To Testing. The Employer will verbally inform the employee of the basis for the order to submit to testing. Within forty-eight (48) hours of the time the employee has undergone a test authorized by this Agreement, the Village shall provide the employee with a written notice setting forth the facts and inferences which formed the basis of the order to undergo a test. Refusal to submit to a drug or alcohol test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess.

When an employee is ordered to submit to testing, the Village will notify a designated Association representative who is on duty and if none is on duty, the Village shall make a reasonable effort to contact a designated off-duty Association representative provided that securing an Association representative does not delay or impede the test process. The Village may, at its discretion, relieve an employee from duty with no loss in pay pending the Village's receipt of the test results.

TA 08/31/92

Section 7. Alcohol Testing. The testing for alcohol shall be made on a breath sample using an instrument approved by the State of Illinois Department of Public Health, Division of Alcohol and Substance Testing. Whenever practicable, testing on such instrument shall take place at the Village Police Station. In the alternative, a blood alcohol test shall be conducted in accordance with applicable provisions of Section 8, below.

If an employee tests positive as a result of a breath analysis test at the Village Police Station, the employee may, at his or her option, immediately request a blood alcohol test to be conducted as soon as possible at the nearest available facility. In such event, the breathalyzer test result shall be considered an initial screening test, and the blood alcohol test shall be considered the confirming test. If the confirming blood alcohol test is negative, then the breathalyzer test results shall not be used in any manner or form adverse to the employee's interests.

Except as otherwise provided in the preceding paragraph, breath screening test results indicating the presence of alcohol in an amount equal to or greater than 0.04 grams per 210 liters of breath will be considered positive. A blood test indicating an alcohol concentration of .040 percent or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive.

TA 08/31/92

Section 8. Drug Testing. In conducting drug testing authorized by this Agreement, the Village shall:

- (a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois and is accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- (b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) Use tamper proof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of twelve (12) months.
- (d) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (e) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be directly witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (f) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- (g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing provided the employee may only use a clinical laboratory or a hospital facility which is certified by the State of Illinois and is accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing, at the employee's own expense; provided the employee

notifies the Village within seventy-two (72) hours of receiving the results of the test and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this Agreement.

- (h) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. For purposes of this Article, a positive drug test result means the presence of an amount of proscribed or prescribed drugs and/or their metabolites in an employee that equals or exceeds the levels set forth in Section 9, below. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered), the Village will not use such information against the employee.
- (i) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- (j) In connection with a test under this Section, the Village will engage the services of a medical review officer who shall interview the employee in the event of positive test results to determine whether there is an innocent explanation for a positive test result. The MRO will be a fully licensed physician. The MRO will inquire about any medication the employee is taking or has taken. The employee shall cooperate fully with respect to any inquiries made by the MRO.

TA 08/31/92

Section 9. Drug Testing Standards.

A. Screening Test Standards. The following initial immunoassay test cutoff levels shall be used when screening specimens to determine whether they are negative for the five (5) drugs or classes of drugs:

	<u>Initial Test Level</u>
Marijuana metabolites	100 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	1000 ng/ml

B. Confirmatory Test Standards. All specimens identified as positive on the initial drug screening test shall be confirmed using GC/MS techniques at the cutoff levels listed below. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

	<u>Confirmatory Test Level</u>
Marijuana metabolites*.....	15 ng/ml
Cocaine metabolites**.....	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine	25 ng/ml
Amphetamines	
Amphetamine	500 ng/ml
Methamphetamine	500 ng/ml

- * Delta-9-tetrahydrocannabinol-9-carboxylic acid
- ** Benzoylecgonine

C. Testing For Other Prescription Or Illegal Drugs. Any tests for other prescription or illegal drugs shall use the screening test cut-off levels and the confirmatory GC/MS test cut-off levels for such drugs established by NIDA, if any, or as determined by the testing laboratory selected by the Village in accordance with the standards established by this Agreement.

Section 10. Voluntary Request For Assistance. Employees are encouraged to voluntarily seek treatment, counselling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to testing under this Article, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When such voluntary assistance is requested under this policy, the employee may use the Employer's Employee Assistance Program to obtain referrals, treatment, counselling and other support or he may secure such services through a private provider or service which are eligible for coverage under the Village health insurance plan. All such requests shall be treated as confidential.

Section 11. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the employee tested, the Police Chief, the Personnel Director, and such other officials as may be designated by the Village Manager on a need-to-know basis only consistent with the other provisions of this Agreement, including treatment needs, diagnosis, use of the Employee Assistance Program, and in connection with any

disciplinary action, including disciplinary investigations. An employee's test results may be disclosed to a designated representative of the Association, provided the employee consents in writing. Test results will not be disclosed externally except where the person tested consents or disclosure is permitted by law, provided that this provision shall not limit the Village's ability to offer evidence including test results during any disciplinary hearing. Nothing in this provision shall be construed as a waiver by the Association of any statutory right it may have to obtain information which may be relevant to collective bargaining or the administration of contractual grievances.

7663:

EXHIBIT K

PROCESS FOR PERMANENT SHIFT BIDDING

The process for choosing permanent shifts will be conducted using the existing Seniority List, with the most senior officer choosing first and then the next senior officer and so on.

The officer can choose the most desired shift first, the second most desired shift and the remaining shift as his third choice.

The permanent shift selection process will first fill the shifts using the first choice of all officers. Then the remaining openings will be filled once again, the most senior officer second preference and so on.

Example: Officer Smith is the 15th in seniority and makes the following choices:

First: Days
Second: Afternoons
Third: Midnights

Officer Smith's seniority does not qualify him for days as his first choice. As the process continues, the afternoon shift fills with first choices, leaving only an opening on the midnight shift where Officer Smith would be assigned.

If an opening on a shift becomes available the next senior officer who chooses that shift as his first preference will be offered that position. If any officer declines a position that is offered to him/her, that position will be offered to the next officer and so on. The officer who declines a position will forfeit his/her right to reclaim that position.

If an officer is assigned to a different detail, such as traffic or Detective Division and then returned to the Patrol Division by direction of the Department, that officer shall have the right to acquire the shift that would have been available to him/her in the original bid process. Individual officers could be bumped from their shifts if this were the case, if the returning officer was senior.

If an officer who is assigned to a different detail, as earlier described, elects on his own to return to the Patrol Division and requests same, he/she will be returned to the Patrol Division at the discretion of the Department and the individual officer will not have the opportunity to exercise his right to seniority until the next bidding period.