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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**VILLAGE OF ORLAND PARK, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE**

**CHAPTER 159**

**MAY 1, 1997 - APRIL 30, 2000**

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- A. Ordinance #1189 and Supplement
- B. Wage Scale
- C. Letter regarding Minimum Established standards
- D. Letter regarding Overtime
- E. Insurance Cover Sheets
- F. Union Check-Off Authorization
- G. General Order 22.3 Physical Fitness Program
- H. General Order 26.5 Accident Review Board
- I. Employee Alcohol and Drug Testing
- J. Process for Permanent Shift Bidding

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
VILLAGE OF ORLAND PARK, ILLINOIS  
AND  
METROPOLITAN ALLIANCE OF POLICE  
ORLAND PARK POLICE CHAPTER 159**

THIS AGREEMENT entered into by the VILLAGE OF ORLAND PARK, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, ORLAND PARK POLICE CHAPTER 159 (hereinafter referred to as the "Chapter" or "Chapter #159") is in recognition of the Chapter'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 Chapter; 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 Chapter do mutually promise and agree as follows:

**ARTICLE I  
RECOGNITION**

Section 1.1. Recognition. The Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn peace officers below the rank of sergeant, but excluding all sworn peace officers of the rank of sergeant and above, all supervisory, confidential and managerial employees as defined in the Illinois Public Labor Relations Act and all other Village employees.

Error! Unknown switch argument.

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. Chapter Officers. For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice President, Secretary/Treasurer and two (2) sergeant of arms.

With the prior approval of the Chief, the Chapter 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 Chapter business. <sup>or designee</sup> Unused time shall not accumulate nor shall time be borrowed from future weeks.

Section 1.4. Fair Representation. The Chapter 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 Chapter.

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 Chapter and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Chapter 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 Chapter 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 20 ILCS 3305/11. In the event of such action, the provisions of the Agreement may be suspended if necessary, provided that wage rates and monetary benefits shall not be suspended and provided further that all

provisions of this Agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

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

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

**ARTICLE IV**  
**HOURS OF WORK AND OVERTIME**

**Section 4.1. 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 shall not be changed except to accomplish the missions and goals of the Department.

**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 Chapter before any change is implemented. Upon such notification, the Chapter may request a labor-management

meeting pursuant to the provisions of Article II. Failure of the Chapter 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 Chapter. 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 monthly work schedules shall be posted no less than seven (7) calendar days prior to the effective date of the schedule unless an emergency condition exists. Individual officer's schedules may be changed from time to time to suit varying conditions; provided, however, that the changes shall be made for valid operational reasons.

#### 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 and one half (7 1/2) 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) three and one-half (3 1/2) 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 (1/2) 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 (1) of the four (4) permanent shifts (Days, Afternoons, Nights or Power Shift) in accordance with the bidding process described in Appendix J. Shifts shall be made available for bid by employees during the month of November. Shift assignments that are bid each year in November for the calendar year beginning January 1 and ending December 31 shall be for a twelve (12) month period: January 1 through December 31. The bid process shall be conducted by the Chapter and the results shall be presented to the Chief of Police no later than November 15 for the period beginning January 1. The Chief of Police shall then prepare the new schedule of shift assignments based upon the results of the bidding process and operational needs of the department as determined by the Chief of Police and said annual schedule shall be posted no later than December 1 of each year. The



four permanent shifts currently are: Days (0635 - 1500), Afternoons (1435 - 2300), Nights (2235 - 0700), and Power Shift (1835 - 0300).

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.

beyond the end of the shift time

(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 and if they are not able to reach an agreement then such issue shall be resolved through the binding arbitration process as set forth in the Illinois Compiled Statutes, Illinois Public Labor Relations Act. 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.

(c) On-duty, full-time police officers may be used to fill minimum shift strength as long as no individual officer's schedule (to include work hours + day-off rotation) is changed.

(d) Probationary officers' individual schedules may be changed to accomplish the mission and goals of the department to accommodate training; holiday requests; personal day requests; vacation day requests; and extended sick leave in excess of one day.

✓ minimum shift strength - G.O. ?  
# days that shift can increase

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 as set forth in General Order 22.3 → 22.4

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 or to avoid the payment of overtime as set forth in General Order 22.3. Upon direction of the Chief, part-time officers may be used to increase shift strengths. TO Accomplish LE related duties

Section 4.10. Exchange of Shifts. Officers covered by this agreement may be allowed to exchange shifts with other officers with the approval of the Chief or his designee. The employee

who agrees to work a switch assumes all the responsibilities and obligations of the employee with whom the switch was made.

**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 Chapter 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 five (5) business days (Mondays through Fridays) from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance provided, however, that the failure to cite 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 grievance 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 Chapter if a Chapter 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 grievance and an authorized Chapter 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 grievance, or to the Chapter if a Chapter grievance, within five (5) business days following their meeting.

**Step 3** If the grievance is not settled at Step 2 and the Chapter desires to appeal, it shall be referred by the Chapter 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 grievance and the Steward involved within five (5) business days of receipt of the Chapter's appeal, if at all possible. If no agreement is reached, the Village Manager or

designee shall submit a written answer to the Chapter within five (5) business days following the meeting.

**Section 5.3. Arbitration.** If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter 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 Chapter 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 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 Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter 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 Chapter; 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 Chapter and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 no later than five (5) business days after the occurrence of the event giving rise to the grievance or no later than five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays recognized by the Village.

If a grievance is not presented by the employee or the Chapter within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Chapter.. 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 Chapter 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 Chapter nor any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, 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 except for informational 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 Chapter 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 Chapter 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 Chapter.

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

✓ If held over for any reason I.E. late call on holiday becomes 2X

Change language

Section 7.2. Holiday Pay and Work Requirements. Employees shall receive one and one half (1 1/2) times their regular pay for each hour worked on all such holidays. Employees not scheduled to work on such holidays who are called in to work shall receive two (2) times their regular hourly rate for each hour worked on such holiday. Employees shall work all holidays when scheduled as part of their normal monthly departmental work schedule unless otherwise approved by the Chief of Police or his designee.

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 two (2) floating holidays during each contract year. A 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 and Compensatory Time Scheduling. 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 Chief or his designee on a first come, first availability basis. Compensatory time off shall generally be scheduled in the same manner.

✓ Change that requests may be submitted up to last hour before shift starts - Eliminate 5 day rule

ARTICLE VIII  
**LAYOFF AND RECALL**

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

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

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, 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. Employees 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:

✓ For 6+3 people must use Extra vac days with scheduled vacation - not a personal or Holiday type day

Length of Continuous Service	Working Days	Vacation Per Year
Less than 5 years	10 days	2
At least 5 years but less than 10	15 days	3
At least 10 years but less than 20	20 days	4
At least 20 years	25 days	5

Unused vacation bought back at end of year?

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

Vacation selection starts in December

after sch is posted

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.

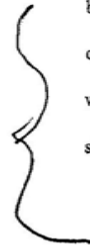


In conjunction with the 6+3 schedule concerning vacation days, one holiday either before or after the vacation will be approved.

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.

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

Section 10.3. Days Earned in Accumulation. An employee shall earn sick leave at the rate of eight (8) days per year in any year in which the employee works.

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.

Section 10.5. Medical Examinations. 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. Sick Leave Utilization. Sick leave shall be used in no less an increment than one-half (1/2) day.

Section 10.7. 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.

*more than two consecutive days*  
*hour for hour*  
*? Buy back up to 600 800 hrs*  
*if you have excess can*  
*turn into comp time*  
*Comp Time for sent in*

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 (Attached hereto as Exhibit A). The Village shall pay the difference necessary to constitute: (1) full pay for the first two months; (2) 95% of full pay for the second two months; (3) 90% of full pay for the remaining 8 months; provided, the police officer must have applied and be receiving 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 college or university courses or participate in other types of studies on non-work time which will have the effect of improving their occupational skills. The Village retains the discretion to approve or deny any request for tuition reimbursement by an employee. In addition, reimbursement may be denied by the Chief of Police or designee if an officer's work performance is deemed inadequate or if an officer has a record of infractions of Department orders, directives or procedures. In order for an employee to be eligible to seek tuition reimbursement, the employee shall:

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

Section 12.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement. An Employee wishing to attend a professional school, i.e., a law school,

*Clarify for no that (2) classes per dollar amount if 3rd is taken max 400 cr hr*

medical school, etc., shall not be eligible for tuition reimbursement in any amount without approval of the Village Manager.

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

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

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

Section 12.3. Authorization to Attend Conferences, Conventions, Training Sessions, Workshops. Any employee desiring the authorization to attend a conference, convention, training session, workshop or related function must secure prior approval from the Chief of Police or his designee and the Village Manager. The Employer may approve or deny any such request. Reimbursement for travel or other expenses incurred in connection with attendance at

such functions shall be made at the discretion of the Employer and be subject to the employee's compliance with any applicable policies, rules or regulations established by the Employer.

Section 12.4. Compensation for Training. The Employer agrees that when an officer is ordered to attend training sessions, that officer will be compensated for all hours in training.

OT mileage Limit Time  
Travel  
ARTICLE XIII  
WAGES

Section 13.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B.

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

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 six (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 Chapter.

**Section 13.6. 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>Year of Completed Services</u>	<u>Effective 5-1-97</u>	<u>Effective 5-1-98</u>	<u>Effective 5-1-99</u>
5	\$ 800	\$ 900	\$1000

10	\$1200	\$1300	\$1400
15	\$1500	\$1600	\$1700
20	\$1800	\$1900	\$2000

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. The Special Detail List shall be posted so that officers can determine who the last officer assigned was and who the next officer assigned should be. 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.

Section 13.10. Educational Incentive.

(a) Effective May 1, 1998, employees who have attended an accredited college or university and received credit for hours attended shall receive an educational incentive as follows;

For those employees on the payroll before 11/1/98:

Twenty-Five (25) credit hours: \$500.00  
AA Degree or sixty (60) credit hours: \$1,000.00  
Bachelor Degree: \$1,700.00  
*Masters* 2,000

For those employees hired on or after 11/1/98:

Bachelor Degree: \$1,700.00

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

(c) Education incentive payment shall be made in one lump sum upon approval of the Chief of Police and the requisite processing time required by the Finance Department. Should the employee request that the payment be made upon the completion of the first pay period of

December, at the same time of the longevity payment, the employee must submit the appropriate document and/or request to the Chief of Police before November 15th. In any event, employees shall be eligible for only one such payment each contract year.

Section 13.11 Specialty Pay. The parties agree that all officers covered by this agreement who are assigned to a below listed "specialty position" shall be compensated as set forth herein.

CANINE UNIT \$2400.00/ year  
FIELD TRAINING OFFICER \$100.00/month  
*Traffic Reconstructionist* 100/month  
*Investigator* 100/month

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. Effective with the ratification of this Agreement, employees required to regularly wear a uniform shall receive \$100 per year per employee to clean and maintain such uniform. Officers who are permitted to regularly wear civilian clothes shall receive \$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, 1997. 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 Chapter 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 Chapter 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. The Village and the Association agree that the Village shall pay the cost of the premiums for the insurance coverage provided by § 15.1 of this Agreement as follows:

- PPO - same cost as employee / spouse must pay premium*
- 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%
- Retired individual - 100% effective 5/1/99
- 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.

IF AN OFFICER LEAVES THE STATE OF ILLINOIS AFTER RETIREMENT AND THERE ARE NO HMO INSURANCE BENEFITS AVAILABLE TO THAT OFFICER, THE AFFECTED OFFICER SHALL RECEIVE A MONTHLY PAYMENT EQUAL TO 50% (100% EFFECTIVE 5/1/99) OF THE THEN CURRENT MONTHLY PREMIUM FOR SINGLE HMO COVERAGE.

b) Indemnity/PPO.

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 §125 Plan it has established so long as such Plan continues to be authorized by the Internal Revenue Code.

Section 15.3. Terms of Insurance Policies to Govern. The extent of coverage under any insurance policies 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 up to a maximum of \$150,000.00 coverage to include death due to infectious disease as a result of job duties.

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 15.6. 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 15.7. 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 15.8. 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 or dies 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 Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, 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**  
**PROGRAM AND COMMITTEES**

Section 17.1. Physical Fitness Program. The Physical Fitness Program shall continue and amendments in the Program shall be implemented as agreed between the parties and as indicated in General Order 22.3 issued on 3-1-98 and attached herein as Appendix G. 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 17.2. Accident Review Board. The process of the Accident Review Board shall continue and amendments in the process shall be implemented as agreed between the parties and indicated in General Order 26.5, issued by the Chief of Police on 3/1/98 and attached herein as Appendix H. 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 17.3. Committee Appointments. When appointments to various committees are made that include members of the Chapter, the Chief of Police shall make the appointments from a list of nominated members provided by the Chapter 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, 65 ILCS 5/10-2.1-1, 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 3 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

✓  
*Clarification*

procedure as described in §5.3 of this Agreement. An employee must in writing elect between having a dispute as to a disciplinary action resolved through the grievance/arbitration procedure or by hearing conducted by the Police and Fire Commission. The filing of a notice with the Village by the Chapter to refer the grievance to arbitration, as described in §5.3, 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. Before a decision to impose or recommend a suspension, without pay, or a discharge is reached by the Chief of Police, the Chief or his designee shall notify the Chapter and meet with the employee involved, and the employee's Chapter representative if requested by the employee, and inform the employee of the reasons for contemplated disciplinary action. The employee, and the Chapter representative if present, shall be given the opportunity to informally discuss, rebut or clarify the reasons for contemplated disciplinary action..

All questioning formal  
or informal

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.

Section 19.6. Officers' Conduct. The parties agree that they shall treat each other with respect and courtesy.

Section 19.7. Purge of Personnel File. Any oral reprimand shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Notwithstanding the above, record of such discipline may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners.

Written reprimand



**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 Chapter dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff authorization in the form set forth in Appendix F of this Agreement. If a conflict exists between that form and this Article, the terms of this Article and Agreement control.

An Chapter 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 Chapter, 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 Chapter shall be responsible for collection of dues. The Chapter agrees to refund to the employee any amounts paid to the Chapter in error on account of this deduction provision. The Chapter 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 Chapter 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. Chapter's Indemnification.** The Chapter 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 Chapter shall refund directly to the employee any such amount.

**Section 20.3. Fair Share.** Bargaining unit employees who are not members of the Chapter 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 Chapter for collective bargaining and contract administration rendered by the Chapter. Such fair share fee shall not exceed the full dues amount paid by members of the Chapter. The fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to an address provided by the Chapter. The Chapter 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 Chapter 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 Chapter 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 Chapter 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 Chapter 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 Chapter. If the affected employee and the Chapter 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 Chapter shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other form of liability and for all legal costs that shall arise out of any action taken or not taken by the Village in complying with the provisions of this fair share article.

**ARTICLE XXI**  
**SUBSTANCE ABUSE PREVENTION PROGRAM**

The parties agree to be bound by the terms of the employee drug testing program Attached hereto as Appendix I.

**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 Chapter 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 Chapter specifically waives any right it might have to impact or effect bargaining for the life of this Agreement.

ARTICLE XXIV

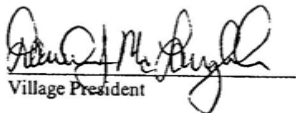
TERMINATION

Section 24.1. Termination. This Agreement shall be effective as of May 1, 1997 and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2000. 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.

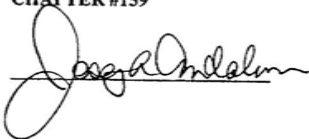
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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

  
Village President

METROPOLITAN ALLIANCE OF  
POLICE ORLAND PARK POLICE  
CHAPTER #159



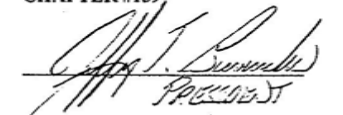
Signature page cont'd

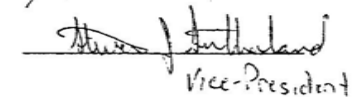
VILLAGE OF ORLAND PARK

  
Village Clerk

  
Village Manager

METROPOLITAN ALLIANCE OF  
POLICE ORLAND PARK POLICE  
CHAPTER #159

  
PRESIDENT

  
Vice-President

Executed this 24<sup>th</sup> day of November, 1998.

**Metropolitan Alliance of Police  
Orland Park Police - Chapter #159  
05/01/97 to 05/01/00 Contract Ratification**

5/01/00    5/01/03

<u>Member</u>	<u>Accept Proposal</u>	<u>Decline Proposal</u>
1. Hoffman, Randy	<i>Randy D. Hoffman</i>	
2. Sekula, Warren	<i>Warren J. Sekula</i>	
3. Kinsella, William	<i>Wm. Kinsella</i>	
4. Bianchi, James	<i>James Bianchi</i>	
5. Glecier, Daniel	<i>Daniel Glecier</i>	
6. Lockwood, Lisa	<i>Lisa Lockwood</i>	
7. Loewe, Michael	<i>Michael Loewe</i>	
8. Keating, John	ATTENDED MEETING REFUSED TO SIGN	
9. Malmborg, Scott	ATTENDED MEETING REFUSED TO SIGN	
10. Sanders, Michael	<i>Michael Sanders</i>	
11. Piatanesi, Robert	<i>Robert Piatanesi</i>	
12. Hartsock, Donald	<i>Donald Hartsock</i>	
13. McCormick, Timothy	<i>Timothy McCormick</i>	
14. Siewert, Troy	<i>Troy Siewert</i>	
15. Gilbert, George	<i>George Gilbert</i>	
16. Sinko, Scott	<i>Scott Sinko</i>	
17. Goudie, Robert	<i>Robert Goudie</i>	
18. Kazmierczak, William	<i>William Kazmierczak</i>	

	<u>Accept Proposal</u>	<u>Decline Proposal</u>
19. McCarthy, Timothy		ATTENDED MEETING REFUSED TO SIGN
20. Barth, Charles	<i>Charles Barth</i>	
21. Verburg, William	<i>Wm Verburg</i>	
22. Jankowski, Bradley	<i>Bradley Jankowski</i>	
23. Cavender, Jeffery	<i>Jeffery Cavender</i>	
24. Pratl, Dennis	<i>Dennis Pratl</i>	
25. Farrell, Anthony	<i>Anthony Farrell</i>	
26. Navas, Kevin	<i>Kevin Navas</i>	
27. Kelly, Raymond	<i>Raymond Kelly</i>	
28. Dreger, Bernard	<i>Bernard Dreger</i>	
29. Holzinger, David	<i>David Holzinger</i>	
30. West, Brian	<i>Brian West</i>	
31. <del>Kowarski, Robert</del>	<i>R. Kowarski</i>	
32. Hasty, Timothy	<i>Timothy Hasty</i>	
33. Sutherland, Steven	<i>Steven Sutherland</i>	
34. Dahlman, Karen	<i>Karen Dahlman</i>	
35. Drzymkowski, Daniel	<i>Daniel Drzymkowski</i>	
36. Rehus, Jeff	<i>Jeff Rehus</i>	10-29-98
37. Hozzian, Edward	<i>Edward Hozzian</i>	
38. Duggan, Patrick	<i>Patrick Duggan</i>	
39. Monahan, Gene	<i>Gene Monahan</i>	

Accept Proposal

Decline Proposal

40. Guerra, Laura

*Laura Buena*

41. Busse, Joseph

*Joseph E. Busse*

42. Gorman-Kenney, Dawn

*Dawn Gorman Kenney*

43. DiAngi, Peter

*Peter DiAngi*

44. Motton, Nathaniel

*Nathaniel Motton*

45. Czarnowski, Joseph

46. Lynch, Kenneth

47. VanWagner, Scott

*Scott VanWagner*

48. Murray, Timothy

*Timothy Murray*

49. Falgen, David

*David Falgen*

50. Mitchell, Joseph

*Joseph Mitchell*

51. Wilkens, Nedd

*Nedd Wilkens*

52. Swearingen, Joseph

*Joseph Swearingen*

53. Stoettner, Richard

*Richard Stoettner*

54. Hottinger, Thomas

*Thomas Hottinger*

55. Dargen, John

*John Dargen*

56. Valentino, Keith

*Keith Valentino*

57. Glecier, Phillip

*Phillip Glecier*

~~58. Raiser, Douglas~~

~~*Douglas Raiser*~~

59. Nitsche, Martin

*Martin Nitsche*

60. Goewey, Paul

*Paul Goewey*

*KJ*

Accept Proposal

Decline Proposal

61. Davids, Larry

*Larry Davids*

62. Prokaski, Robin

*Robin Prokaski*

63. Rosinski, Kenneth

*Kenneth Rosinski*

64. Cairo, Marcello Jr.

*Marcello Cairo Jr.*

~~65. Bontright, Aaron~~

~~*Aaron Bontright*~~

66. Ford, Jason

*Jason Ford*

67. Kovac, Kenneth

*Kenneth Kovac*

Totals

Accept 62 Decline 1

APPENDICES

- A. Ordinance #1189 and Supplement
- B. Wage Scale
- C. Letter regarding Minimum Established Standards
- D. Letter regarding Overtime
- E. Insurance Cover Sheets
- F. Union Check-Off Authorization
- G. General Order 22.3 Physical Fitness Program
- H. General Order 26.5 Accident Review Board
- I. Employee Alcohol and Drug Testing
- J. Process for Permanent Shift Bidding

APPENDIX A

ORDINANCE NO. 1189

AN ORDINANCE ESTABLISHING A SHORT-TERM DISABILITY SALARY PROTECTION PLAN FOR CERTAIN EMPLOYEES OF THE VILLAGE OF ORLAND PARK, ILLINOIS

BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Cook County, Illinois, as follows:

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

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

Section 9

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

Section 10

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

Section 11

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

PASSED this 12th day of July, 1982

/s/ Anne M. Limenowski  
Village Clerk

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.

DEPARTMENT OF POLICE  
APPENDIX C

ORLAND PARK

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

February 3, 1968

(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

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

Village of Orland Park  
Metropolitan Alliance of Police - Chapter #159  
Wage Schedule

Appendix B

Position	Effective (80% of Step 1)	Recruit	1	2	3	4	5	6	7
Patrol Officer	05/01/86	\$29,512	\$38,890	\$38,704	\$40,606	\$42,807	\$44,705	\$46,911	\$49,225
		\$14,1885	\$17,7354	\$18,5077	\$19,5223	\$20,4840	\$21,4829	\$22,5534	\$23,6660
3% Increase	05/01/97	\$30,397	\$37,996	\$39,865	\$41,825	\$43,885	\$46,046	\$48,318	\$50,702
		\$14,6140	\$18,2675	\$19,1659	\$20,1080	\$21,0985	\$22,1377	\$23,2300	\$24,3760
3% Increase	05/01/98	\$31,309	\$39,136	\$41,061	\$43,079	\$45,201	\$47,428	\$49,768	\$52,223
		\$15,0524	\$18,8155	\$19,7409	\$20,7112	\$21,7315	\$22,8018	\$23,9269	\$25,1073
3% Increase	05/01/99	\$32,248	\$40,310	\$42,293	\$44,372	\$46,558	\$48,851	\$51,261	\$53,790
		\$15,5040	\$19,3800	\$20,3331	\$21,3325	\$22,3834	\$23,4859	\$24,6447	\$25,8605

5/01/00 ~~5/01/00~~ 5/01/01 ~~5/01/01~~ 5/01/02  
 4% 55,941 58,179 60,506  
 4.5% 56,210 58,739 ~~61,382~~  
 5/4/14 56,210 58,458 60,796 12.5%  
 5/4.5/4.25 56,345 58,880 61,382 13.5%