

May 2, 2003

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

VILLAGE OF ORLAND PARK, ILLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE

CHAPTER 159

MAY 1, 2003 - APRIL 30, 2007

May 2, 2003

TABLE OF CONTENTS

Page

Preamble	1
ARTICLE I - Recognition	1
Section 1.1. Recognition	1
Section 1.2. Probationary Period	2
Section 1.3. Chapter Officers	2
Section 1.4. Fair Representation	2
Section 1.5. Gender	2
ARTICLE II - Labor-Management Meetings	3
Section 2.1. Meeting Request	3
Section 2.2. Content	3
Section 2.3. Attendance	3
ARTICLE III - Management Rights	4
Section 3.1. Management Rights	4
ARTICLE IV - Hours of Work and Overtime	5
Section 4.1. Application of Article	5
Section 4.2. Normal Workweek and Workday	5
Section 4.3. Changes in Normal Work Week and Work Day	6
Section 4.4. Overtime Pay	8
Section 4.5. Compensatory Time	9
Section 4.6. Court Time	9
Section 4.7. Required Overtime	9
Section 4.8. No Pyramiding	9

Section 4.9. Part-Time Officers	9
Section 4.10. Exchange of Shifts	9
ARTICLE V - Grievance Procedure	10
Section 5.1. Definition	10
Section 5.2. Procedure	10
Section 5.3. Arbitration	12
Section 5.4. Limitations on Authority of Arbitrator	13
Section 5.5. Time Limit for Filing	14
ARTICLE VI - No Strike – No Lockout	14
Section 6.1. No Strike	14
Section 6.2. No Lockout	15
Section 6.3. Penalty	15
Section 6.4. Judicial Restraint	15
ARTICLE VII - Holidays	15
Section 7.1. Holidays	15
Section 7.2. Holiday Pay and Work Requirements	16
Section 7.3. Holiday Hours for Overtime Purposes	16
Section 7.4. Floating Holidays	16

Section 7.5. Holiday and Compensatory Time Scheduling	16
ARTICLE VIII - Layoff And Recall	17
Section 8.1. Layoff	17
Section 8.2. Recall	17
ARTICLE IX - Vacations	18
Section 9.1. Eligibility and Allowance	18
Section 9.2. Vacation Pay	18
Section 9.3. Scheduling and Accrual	18
Section 9.4. Emergencies	19
ARTICLE X - Sick Leave	19
Section 10.1. Purpose	19
Section 10.2. Allowance	20
Section 10.3. Days Earned in Accumulation	20
Section 10.4. Notification	20
Section 10.5. Medical Examinations.	20
Section 10.6. Sick Leave Utilization	20
Section 10.7. Sick Leave Buy Back Upon Retirement.	20
Section 10.8 Annual Sick Leave Buy Back.	21

ARTICLE XI - Additional Leaves Of Absence	21
Section 11.1. Discretionary Leaves	21
Section 11.2. Application for Leave	21
Section 11.3. Military Leave	22
Section 11.4. Voting Leave	22
Section 11.5. Funeral Leave	22
Section 11.6. Leave for Illness, Injury or Pregnancy	22
Section 11.7. Benefits While on Leave	24
Section 11.8. Personal Leave Days	24
Section 11.9. Non-Employment Elsewhere	24
ARTICLE XII - Job Related Training and Education Programs	24
Section 12.1. Tuition Reimbursement	24
Section 12.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement	25
Section 12.3. Authorization to Attend Conferences, Conventions, Training Sessions, Workshops	26
Section 12.4. Compensation for Training.	26
ARTICLE XIII - Wages	26
Section 13.1. Wage Schedule.	26
Section 13.2. Initial Placement on Salary Schedule	27

Section 13.3. Step Increases 27

Section 13.4. Performance Evaluation 27

Section 13.5. Pay Period 28

Section 13.6. On Call and Call Out 28

Section 13.7. Service Longevity 29

Section 13.8. Seniority 29

Section 13.9. Educational Incentive. 30

Section 13.10 Specialty Pay 31

ARTICLE XIV - Uniform Allowance 32

ARTICLE XV - Insurance 32

Section 15.1. Coverage 32

Section 15.2 Cost 33

Section 15.3. Terms of Insurance Policies to Govern 34

Section 15.4. Life Insurance 35

Section 15.5. Vision Care 35

Section 15.6 Physical Examinations 35

Section 15.7. Permanent Partial and Permanent Total Disability 35

Section 15.8. Insurance for Surviving Spouse 36

ARTICLE XVI - Maintenance Of Economic Benefits 37

ARTICLE XVII - Program and Committees 37

Section 17.1. Physical Fitness Program 37

Section 17.2. Accident Review Board 37

Section 17.3. Committee Appointments 38

ARTICLE XVIII - Impasse Resolution 38

ARTICLE XIX - Police And Fire Commission And The Imposition Of Discipline 38

Section 19.1. Police and Fire Commission Authority 38

Section 19.2. Disciplinary Action 39

Section 19.3. Pre-Disciplinary Meeting 39

Section 19.4. Notification and Measure of Disciplinary Action 40

Section 19.5. Polygraph Testing 40

Section 19.6. Officers' Conduct 40

Section 19.7. Purge of Personnel File 40

ARTICLE XX - Union Security And Rights 40

Section 20.1. Dues Checkoff 40

Section 20.2. Chapter's Indemnification 41

Section 20.3. Fair Share 41

ARTICLE XXI - Substance Abuse Prevention Program 43

ARTICLE XXII - Savings Clause	43
ARTICLE XXIII - Entire Agreement	44
ARTICLE XXIV - Termination	44
Section 24.1. Termination	44
Section 24.2. Termination Effect	45

COLLECTIVE BARGAINING AGREEMENT BETWEEN
VILLAGE OF ORLAND PARK, ILLINOIS
AND
METROPOLITAN ALLIANCE OF 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 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.

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. 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 31st shall be for a twelve (12) month period. 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).

(e) Open Shift Bidding. Except in cases of exigent circumstances (i.e., long term illness/injury) employees who have successfully completed their probationary period shall be allowed to bid, by seniority, any open shift on a permanent basis and, shall thereafter be allowed to bid, pursuant to their seniority, on the annual bid pursuant to this section.

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 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, assigned to the patrol unit, 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) On duty, full-time officers assigned to other units or assignments in the Patrol Division that are not full-time (i.e. motorcycle, bike patrol) may have their schedules changed to fill minimum shift strength. These officers will be used prior to the assignment of officers assigned to other full-time units in the Patrol Division.

(e) On-duty, full-time officers assigned to other full-time units or assignments in the Patrol Division (i.e., Traffic Unit) may have their schedules changed to fill minimum strength with reasonable notification which must be a minimum of twenty-four hours in advance.

(e) 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.

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.

(a) 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.

(b) **Employees required to remain on stand-by status for court in Will County who are not subsequently required to attend court, shall be compensated for two (2) hours duty at time and one-half (1½) the regular straight time hourly rate subject to compliance with the terms of the Special Order related to this topic.**

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 22.4.

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.

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 of 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

Section 7.2. Holiday Pay and Work Requirements. Employees shall receive one and one half (1 ½) times their regular pay for all regularly scheduled hours on all such holidays. Employees required to work one (1) hour or more beyond their regularly scheduled hours shall receive two (2) times their regular hourly rate for each hour worked past eight (8) hours. Employees not scheduled to work on such holidays who are called in shall receive two (2) times their regular hourly rate for each hour worked on such holiday. Employees shall work all holidays when scheduled as part of their normal monthly departmental work schedule unless otherwise approved by the Chief of Police or his designee.

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.

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:

<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.

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 (1) hour.

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.

Section 10.8. Annual Sick Leave Buy Back. Effective January 1, 2001, and payable after December 31, 2001 amend as follows: The Village, on an annual basis, will pay an officer the current straight time rate hourly rate or equivalent in whole day increments for unused sick time as follows:

Eight (8) accrued and unused sick days	=	3 days sick pay
Seven (7) accrued and unused sick days	=	2 days sick pay
Six (6) accrued and unused sick days	=	1 day sick pay
Five (5) or less accrued and unused sick days	=	0 days sick pay

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

ARTICLE XI

ADDITIONAL LEAVES OF ABSENCE

Section 11.1. Discretionary Leaves. The Chief of Police 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 temporarily 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 alternate duty assignments. During any employee's assignment to the investigative unit, the employee will receive a monthly pro rata portion of the \$900.00 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, 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.

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. 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. Effective upon ratification all officers assigned to the patrol unit are required to produce 350 contacts per year or an average of 29 contacts per month. A contact is defined as either an arrest or any ticket written. A warning ticket(s) will only count as .5 contract per incident, per person.

Employees shall be subject to an 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. For evaluation purposes, extended absences from work (i.e., illness or injury) will be given considerations in the event a Member fails to produce 350 contacts during the year.

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. 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:

Year of Completed Services	Longevity Amount	Eff 5-1-2003	Eff 5-1-2004	Eff 5-1-2005	Eff 5-1-2006
5	\$1,300	\$1,400	\$1,500	\$1,600	\$1,700
10	\$1,700	\$1,800	\$1,900	\$2,000	\$2,100
15	\$2,000	\$2,100	\$2,200	\$2,300	\$2,400
20	\$2,300	\$2,400	\$2,500	\$2,600	\$2,700

All longevity payments are to be made on the officer's anniversary date of hire.

Section 13.8. Seniority. Seniority as it exists in the Orland Park Police Department is as follows:

(a) 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.

(b) Team seniority is basic seniority which has been reduced to include only those individuals assigned to that specific team and/or division. Team Seniority is instrumental in obtaining overtime for openings in the official Shift Schedule. These openings occur due to people calling in sick or assigned to training. The overtime call-out procedure is set forth in Appendix D of the Agreement.

(c) 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.

(d) The special Detail list are those details that are compensated through the Village payroll system special details will be posted as soon as possible on the rear bulletin board in roll call under a banner entitled "Special Details". Officers who sign up will be selected by basic seniority. Special details with less than twenty four hours notice will be filled by the Chief or his designee. Part time officers may sign up for special details but will only be used in the event that the special detail is not filled twenty four hours in advance by full time members of this department. One supervisor must be allocated for each five officers assigned to a special detail.

Section 13.9. Educational Incentive.

(a) 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
AA Degree or sixty (60) credit hours:	\$1,000

Payment to be eliminated on 5-1-06 for twenty-five (25) credit hour and AA degree or sixty (60) hours.

	2003	2004	2005	2006
Bachelor Degree:	\$1800	\$1900	\$2000	\$2100
Masters Degree:	\$2300	\$2400	\$2500	\$2600

(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 13.10 Specialty Pay

Canine Unit	\$2900.00/ year - Effective May 1, 2003
Field Training Officer	\$200.00 per month
Patrol Evidence Tech's	\$25.00 per month
On Call Investigators and State Certified Traffic Accident Reconstructionist	Two (2) times their regular hourly rate of pay when called out to work outside their regularly scheduled hours.

ARTICLE XIV

UNIFORM ALLOWANCE

Effective May 1, 2003, employees who are required to wear and regularly maintain prescribed items of uniform clothing shall receive the clothing from the Village. Employees required to regularly wear a uniform shall receive \$150.00 per year per employee to clean and maintain such uniforms. Investigators who are permitted to regularly wear civilian clothes shall receive \$900.00 per year per employee toward said clothing costs. Tactical officers who are permitted to regularly wear civilian clothes shall receive \$500.00 per year per employee toward said clothing cost. Those employees shall be required to clean and maintain such items properly.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village will make available to full-time employees and their dependents group health, dental, hospitalization, vision and life insurance. The Village shall offer employees and their dependents the option to enroll in any approved HMO plan currently offered. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually. 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 § 15.2 of the Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement and as generally indicated by cover sheets in Appendix E. Prior to implementing any change, the Village shall notify the Chapter at least 30 days prior to any changes and, if requested, schedule a meeting to discuss any changes in accordance with Article II.

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

- a) HMO 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) Employee Premium Sharing Plan participants providing for individual and/or family coverage shall contribute toward monthly premium costs through payroll deductions in amounts not to exceed the following:

Effective	10/1/03	10/1/04	10/1/05	10/1/06
PPO Single	\$45	\$50	\$55	\$60
PPO Family	\$90	\$100	\$110	\$120
HMO Single	-0-	-0-	-0-	-0-
HMO Family	-0-	-0-	-0-	-0-

Prescription Drugs: Effective 10/01/03 PPO increase from \$5/\$10 to \$8/\$12 and HMO from \$3/\$8 to \$5/\$10 plus \$20.00 payment for brand if generic prescription is available.

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 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.

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 oral reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Any written reprimand shall be removed from the employee's record, if, from the date of the last written reprimand, thirty-six (36) months have passed without the employee receiving an additional written reprimand or discipline for the same or substantially similar offenses with the exception of misconduct involving excessive force, sexual harassment, discrimination, criminal conduct or dishonesty in the performance of official police duties. Notwithstanding the above, record of such discipline may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners.

Section 19.8. Uniform Police Officer's Disciplinary Act. The parties agree that the provisions of Chapter 50, ILCS 725/1, et seq., in effect as of 5-1-03, are hereby incorporated as part of this Agreement.

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.

A 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

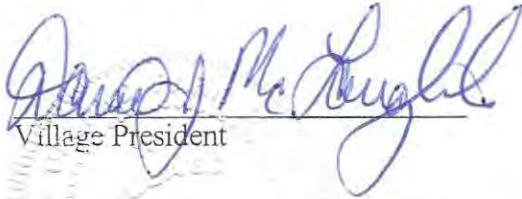
Section 24.1. Termination. This Agreement shall be effective as of May 1, 2003 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred 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.

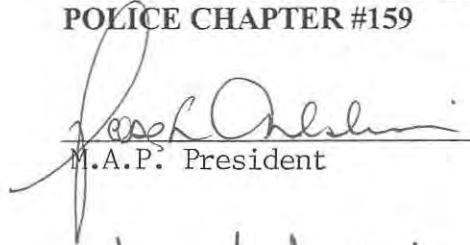
In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

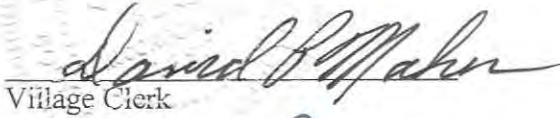
Section 24.2. Termination Effect. Upon the termination of this Agreement, all agreements and obligations of the parties secured by this Agreement shall be terminated and shall not survive the Agreement, unless interest arbitration is invoked as provided under Section 14 of the Illinois Public Labor Relations 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.

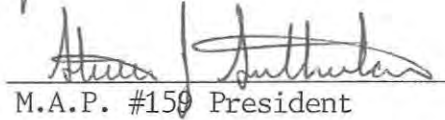
VILLAGE OF ORLAND PARK

**METROPOLITAN ALLIANCE OF
POLICE CHAPTER #159**


Village President


M.A.P. President


Village Clerk


M.A.P. #159 President


Village Manager


M.A.P. #159 Secretary

Executed this 14th day of May, 2003.

APPENDICES

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

Metropolitan Alliance of Police Chapter #159				APPENDIX B				
Patrol Officer								
	Recruit							
Effective	(80% of Step 1)	1	2	3	4	5	6	7
5/1/02	\$36,013.91	\$45,017.39	\$47,231.53	\$49,553.04	\$51,994.10	\$54,554.97	\$57,246.82	\$60,070.91
	\$17.3144	\$21.6430	\$22.7075	\$23.8236	\$24.9972	\$26.2284	\$27.5225	\$28.8802
5/1/03	\$37,418.50	\$46,773.12	\$49,073.63	\$51,485.66	\$54,021.95	\$56,682.72	\$59,479.43	\$62,413.58
	\$17.9897	\$22.4871	\$23.5931	\$24.7527	\$25.9721	\$27.2513	\$28.5959	\$30.0065
5/1/04	\$38,877.82	\$48,597.27	\$50,987.50	\$53,493.60	\$56,128.80	\$58,893.35	\$61,799.12	\$64,847.71
	\$18.6913	\$23.3641	\$24.5132	\$25.7181	\$26.9850	\$28.3141	\$29.7111	\$31.1768
5/1/05	\$40,394.05	\$50,492.57	\$52,976.02	\$55,579.85	\$58,317.83	\$61,190.19	\$64,209.29	\$67,376.77
	\$19.4202	\$24.2753	\$25.4692	\$26.7211	\$28.0374	\$29.4184	\$30.8699	\$32.3927
5/1/06	\$41,969.42	\$52,461.78	\$55,042.08	\$57,747.46	\$60,592.22	\$63,576.60	\$66,713.45	\$70,004.46
	\$20.1776	\$25.2220	\$26.4625	\$27.7632	\$29.1309	\$30.5657	\$32.0738	\$33.6560

Overtime Callout Procedures Sworn Personnel

ORLAND PARK POLICE DEPARTMENT

GENERAL ORDER

ORDER NUMBER:	22-4
SUBJECT:	OVERTIME CALLOUT PROCEDURES SWORN PERSONNEL
EFFECTIVE DATE:	1 May 1998
AUTHORITY:	Timothy J. McCarthy
REVIEW DATE:	1 May 2005
REVIEWER:	Patrol Division Commander

INDEX AS:

22.4.1. GENERAL RESPONSIBILITIES22.4.2. PROCEDURE FOR OFFICER REPLACEMENT22.4.3. PROCEDURE FOR PATROL LIEUTENANT OR SERGEANT REPLACEMENT22.4.4. NOTIFICATION POLICY/PROCEDURE

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.

22.4.1. GENERAL RESPONSIBILITIES

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.

Overtime Callout Procedures Sworn Personnel

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 (Tele-communicators, 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 Shift Commander 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 Shift Commander for disposition.

D. Shift Commander

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

Top

22.4.2. PROCEDURE FOR OFFICER REPLACEMENT

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

B. If minimum shift strength cannot be met, and overtime is found to be warranted for operational reasons, the Shift Commander is authorized to call out for overtime. The Shift Commander will personally make all necessary calls following the below procedure:

1. Call out an officer from the overtime book using the following criteria;
 - a. Officer from the affected shift in order of seniority,
 - b. Officer from the patrol unit by seniority,
 - c. Officer from other units in the Patrol Division by seniority,
 - d. Officer from the other divisions of the Police Department by seniority.
2. If the overtime is still not filled, the following guidelines will be followed;
 - a. Officers on the duty shift will be offered the first four (4) hours of overtime in order of

Overtime Callout Procedures Sworn Personnel

- seniority.
- b. If the first four (4) hours of overtime is not accepted by a member of the on-duty shift, the overtime will be filled by ordering the least senior member of the on-duty shift to work the first four (4) hours.
 - c. Call in for the second four (4) hours from affected shift in order of seniority and then order in by reverse seniority.
 - d. If the overtime is still not filled then the supervisor may call out in order of seniority from the Patrol Division followed by other divisions of the Police Department, in order of seniority.
 - e. Officer accepting overtime are expected to attend roll call, if possible.
 - f. Shift supervisors may hold over an officer by seniority, followed by reverse seniority, until the replacement officer arrives.
 - g. Officers who sign-up for overtime in the overtime call out book and turn down the overtime will be removed from the overtime call out book for the next thirty (30) calendar days.
3. 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.
 4. 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.
 5. 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.
 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 Commanders 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 Commander prior to roll call.

Top

22.4.3. 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.

Overtime Callout Procedures Sworn Personnel

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 Division 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.

Top

82.4.4. 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.

Top

BENEFIT HIGHLIGHTS

Your health care benefits are highlighted below. However, to fully understand your benefits, it is very important that you read this entire Certificate.

THE MEDICAL SERVICES ADVISORY PROGRAM

A special program designed to assist you in determining the course of treatment that will maximize your benefits under this Certificate

MSA®'
Registered Mark of
Health Care Service Corporation
a Mutual Legal Reserve Company

Lifetime Maximum for all Benefits	\$2,000,000
Individual Deductible	\$200 per benefit period
Family Deductible	\$600 per benefit period
Individual Out-of-Pocket Expense Limit (does not apply to all services)	
— Participating Provider	\$500 per benefit period
— Non-Participating Provider	\$5,000 per benefit period
— Non-Plan Provider	No limit
Family Out-of-Pocket Expense Limit	3 individual out-of-pocket expense limits
Private Duty Nursing Service Benefit Maximum	\$1,000 per month
Physical Therapy Services Benefit Maximum	\$3,000 per benefit period
Occupational Therapy Benefit Maximum	\$3,000 per benefit period
Speech Therapy Benefit Maximum	\$3,000 per benefit period
Temporomandibular Joint Dysfunction and Related Disorders Lifetime Maximum	\$2,500
Outpatient Treatment of Serious Mental Illness Benefit Period Maximum	35 visits
Outpatient Treatment of Mental Illness Other Than Serious Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment Benefit Period Maximum	30 visits

Inpatient Treatment of Serious Mental Illness Benefit Period Maximum 45 days

Inpatient Substance Abuse Rehabilitation Treatment and Inpatient Treatment of Mental Illness Other Than Serious Mental Illness benefit period maximum 30 days

HOSPITAL BENEFITS

Payment level for Covered Services from a **Participating Provider:**

- Inpatient Covered Services 100% of the Eligible Charge
- Outpatient Covered Services 100% of the Eligible Charge
- Outpatient Surgery 100% of the Eligible Charge no deductible
- Outpatient Diagnostic Services 100% of the Eligible Charge no deductible
- Outpatient Treatment of Mental Illness Other Than Serious Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment 50% of the Eligible Charge

Payment level for Covered Services from a **Non-Participating Provider:**

- Inpatient Covered Services 80% of the Eligible Charge
- Outpatient Covered Services 80% of the Eligible Charge
- Outpatient Surgery 80% of the Eligible Charge no deductible
- Outpatient Diagnostic Services 80% of the Eligible Charge no deductible

— Outpatient Treatment of Mental Illness Other Than Serious Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment 50% of the Eligible Charge

Payment level for Covered Services from a **Non-Plan Provider** 50% of the Eligible Charge

Hospital Emergency Care
 — Payment level for Emergency Accident Care or Emergency Medical Care from either a Participating, Non-Participating or Non-Plan Provider 100% of the Eligible Charge no deductible

PHYSICIAN BENEFITS

Payment level for Surgical/Medical Covered Services
 — **Participating Provider** 90% of the Maximum Allowance
 — **Non-Participating Provider** 80% of the Maximum Allowance

Payment level for Emergency Accident Care or Emergency Medical Care when rendered by a Physician 100% of the Maximum Allowance no deductible

Payment level for Outpatient Diagnostic Service
 — Participating Provider 100% of the Maximum Allowance no deductible
 — Non-Participating Provider 100% of the Maximum Allowance no deductible

Payment level for Outpatient Surgery
 — Participating Provider 100% of the Maximum Allowance no deductible
 — Non-Participating Provider 100% of the Maximum Allowance no deductible

Payment level for Outpatient Treatment of Mental Illness Other Than Serious Mental Illness and Outpatient Substance Abuse Rehabilitation Treatment

— **Participating Provider** 50% of the Maximum Allowance
 — **Non-Participating Provider** 50% of the Maximum Allowance

Additional Surgical Opinion 100% of the Claim Charge, no deductible

OTHER COVERED SERVICES

Payment level 80% of the Eligible Charge or Maximum Allowance

TO IDENTIFY NON-PLAN AND PLAN HOSPITALS OR FACILITIES, YOU SHOULD CONTACT BLUE CROSS AND BLUE SHIELD BY CALLING THE CUSTOMER SERVICE TOLL-FREE TELEPHONE NUMBER ON YOUR BLUE CROSS AND BLUE SHIELD IDENTIFICATION CARD.

VILLAGE OF ORLAND PARK

Lifetime Comprehensive Major Medical Coverage:	\$2,000,000	
BENEFITS	PPO	Non-PPO
Deductible: (per individual, per calendar year)	\$200	
Family Deductible: A family aggregate maximum deductible.	\$600	
Out-of-Pocket Expense Limitation: The amount of money an individual pays toward covered hospital and medical expenses during any one calendar year, including the deductible. Non-PPO charges apply toward a separate out-of-pocket limit. Elective MSA copayment charges in excess of the Schedule of Maximum Allowances and items asterisked (*) below do not apply to any out-of-pocket limit. Non-PPO charges apply toward a separate out-of-pocket limit.	\$500 Individual	\$5,000 Individual
	\$1,500 Family	\$15,000 Family
Inpatient Hospital Services: Room allowances based on the hospital's most common semi-private room rate. Pre-Admission Testing, Skilled Nursing Facility and Coordinated Home Care are paid on the same basis.	100%	80%
Outpatient Surgery & Diagnostic Tests: (Hospital)	100%+	80%+
Outpatient Emergency/ Accident: (Hospital & Physician) Emergency Medical and Emergency Accident - initial treatment in hospital or physician's office of accidental injuries or sudden and unexpected medical conditions with severe life-threatening symptoms. Payments are based on Schedule of Maximum Allowances.	100%+	100%+
Outpatient Hospital Services: Including Radiation and Chemotherapy	100%	80%
Inpatient Mental & Substance Abuse: Inpatient Care limited to 30 days per calendar year.	100%	80%*
Outpatient Mental & Substance Abuse: Outpatient care limited to 30 visits per calendar year.	50%*	50%*
Medical/Surgical Care: Payments are based on the Schedule of Maximum Allowances. PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services, excluding your deductible and any coinsurance. Non-PPO providers do not accept the Schedule of Maximum Allowances as payment in full. You will be liable for any differences between the physician's charge and our payment.	90%	80%
Therapies: Services of a registered professional physical, occupational and speech therapist (\$3,000* calendar year maximum)	90%	80%
OTHER SERVICES	Coverage Level	
Other Covered Services: Blood and blood components; leg, arm and neck braces; private duty nursing (\$1,000* maximum per month); Temporomandibular Joint Dysfunction (\$2,500* Lifetime maximum); ambulance services; allergy shots; oxygen and its administration; surgical dressings, casts and splints; durable medical equipment; prosthetic devices.	80%	
BASIC PROVISIONS		
Medical Services Advisory: Notification required prior to all elective admissions. Emergency and Obstetric Admission Notification required within 2 working days of admittance. If employee elects not to notify MSA Advisor or follow advice given, hospital benefits reduced by \$1000.*		
Transplant Coverage: Cornea, kidney, bone marrow, heart valve, muscular-skeletal or parathyroid human organ or tissues. In addition, heart, heart/lung, liver, pancreas, and pancreas/kidney may be covered under certain circumstances when performed in an approved facility and with Medical Director approval.		
Pre-existing Conditions Waiting Period: There is a 365 day waiting period. Waived for new groups if replacing other coverage.		
Dependent Eligibility: To age 19 if unmarried, part time students to age 23, 25 if full - time student.		
Coordination of Benefits: This program coordinates benefits with other group plans.		
* Copayments do not apply to any out-of-pocket expense limitation.		
+ Deductible does not apply.		
Coinsurance amounts in shaded areas, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limitation.		
Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.		

Village of Orland Park
HMO ILLINOIS BENEFITS effective 10/1/01
Care available through your HMO Illinois participating medical group

SUMMARY OF BENEFITS	MEMBER COST
Physician Services <ul style="list-style-type: none"> • Office visits (primary care physician and referred specialist care) • Well care for adults and children <ul style="list-style-type: none"> · Physical checkups · Preschool/school physicals (excluding sports physicals) · Immunizations · Hearing screening • Minor surgical procedures 	Each physician office visit subject to a \$0 co-pay
Vision Care <ul style="list-style-type: none"> • Annual eye examinations (all ages) (Call 1-800-321-EYES for a participating provider listing.) • 20% Discount on eyewear at contracted providers 	\$0
Hospital Care <ul style="list-style-type: none"> • Semiprivate room (unlimited days) • Intensive care / specialty unit • Physician visit • Operating and recovery room • X-ray, lab, medications • Skilled nursing facility • Home health care 	No cost
Surgery <ul style="list-style-type: none"> • Surgeon, anesthesiologist, consultations 	No cost
Maternity <ul style="list-style-type: none"> • Prenatal, delivery and postpartum care 	No cost
Mental Health <ul style="list-style-type: none"> • Outpatient mental health (20 visits/calendar year) • Inpatient mental health (20 days/calendar year) 	\$20 co-pay per visit No cost
Chemical Dependency <ul style="list-style-type: none"> • Outpatient chemical dependency (20 visits/calendar year) • Inpatient chemical dependency (20 days/calendar year) 	\$20 co-pay per visit No cost

over



**BlueCross BlueShield
of Illinois**

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association*

SUMMARY OF BENEFITS	MEMBER COST
Emergency Services <ul style="list-style-type: none"> • <i>Co-pay is waived if admitted to hospital.</i> • <i>All follow-up care must be provided or coordinated by your PCP.</i> • Services received in a hospital emergency room. 	\$50 co-pay
Outpatient Rehabilitative Therapy <ul style="list-style-type: none"> • Includes speech, physical and occupational therapy (60 treatments combined/calendar year) 	No cost
Diagnostic Tests <ul style="list-style-type: none"> • Outpatient diagnostic tests and x-rays 	No cost
Other Covered Services <ul style="list-style-type: none"> • Ambulance service • Durable medical equipment • Prosthetic devices (leg, arm and neck braces) • Diabetic supplies 	No cost

Reminder: Medical care must be coordinated through your chosen medical group, with the exception of chemical dependency treatment and eye exams which are obtained through participating providers.

This is just a highlight of your benefits, for more detailed information refer to your *Certificate of Health Care Benefits* or your *Partners in Good Health* handbook.



**Village of Orland Park
Prescription Program**

HMO
PPO

Mail Service 1-800-293-2202

• **30 to 90 Day Supply of Medication**

- See Section 5.2 for cost information.
- For each **Generic Prescription** you pay....
 - For each **Brand Name Prescription** (without a Generic Equivalent) you pay.....
 - For each **Brand Name Prescription** (that has a Generic Equivalent) you pay.....
 - For each Self-Injectable Drugs other than Insulin and Infertility Drugs you pay ...\$50.00
- *To insure your satisfaction with mail service, it is important to remember to completely fill out the Order Form-Profile Sheet and include NEW prescriptions with your initial order*

Store Service

- Quantities up to a 34-day supply
- For each **Generic Prescription** you pay....
- For each **Brand Name Prescription** (without a Generic Equivalent) you pay.....
- For each **Brand Name Prescription** (that has a Generic Equivalent) you pay.....
- For each Self-Injectable Drugs other than Insulin and Infertility Drugs you pay ...\$50.00

Your Plan covers the following drugs or medications:

- Federal Legend Drugs
- Compound medications with at least one covered Federal Legend ingredient
- Insulin
- Diabetic supplies
- Oral Contraceptives
- Items for the treatment of sexual dysfunction (Muse, Viagra, etc) – limit of 6 pills per month
- Self Administered Injectables (subject to prior authorization with physician letter of medical necessity)
- Fertility drugs (treatment for infertility i.e., Clomid, Pergonal, Fertinex inj., Pergonal inj., etc)
- Growth Hormones (covered with physician letter of medical necessity)

• **Under your plan, the following drugs or medications are not covered:**

- Over the counter drugs
- Injectables (except as noted above)
- Rogaine (hair growth agents)
- Investigational or experimental drug
- Therapeutic devices, medical equipment, ostomy supplies
- Replacements for lost or stolen prescriptions
- Cosmetic Drugs (Renova, etc.)

• **National Pharmacy Network (Major Chains)**

If you wish to check for a local independent pharmacy or a chain which is not listed, please call the **RxAmerica** HelpDesk at 1-800-770-8014.

- ABCO
- Albertsons Pharmacy
- Arbor Drugs
- Biggs Pharmacy
- Brooks Pharmacy
- Costco
- Cub Pharmacy
- CVS Pharmacy
- Eagle Pharmacy
- Eckerd Drug
- Fred's Pharmacy
- Fred Myer
- Genovese Drug
- Harco Super Drug
- Fry's Food and Drug
- Hartig Drug Stores
- H.E.B Pharmacies
- Hy-Vee Pharmacy
- K & B Pharmacies
- K Mart Pharmacy
- King Soopers
- Kroger Food & Drug
- Longs Drug Store
- Meijer
- Osco Drug
- Payless Drug Store
- Price Club
- Publix
- Safeway
- Rite Aid Pharmacy
- Sav-On Drug Store
- Schnucks Pharmacy
- Shopko Pharmacy
- Shoprite Pharmacy
- Smith's Food & Drug
- Smitty's
- Snyder Drugs
- Supervalu Pharmacy
- Target Pharmacy
- The Medicine Shoppe
- Thrift Drug
- Thrifty
- Treasury Drug
- Von's Pavillions Pharmacy
- Wal-Mart Pharmacy
- Walgreens Pharmacy
- Winn Dixie Pharmacy

Prescription benefits will be coordinated with Primary Benefits Providers for spouses and dependents before the WMS Industries plan considers payment.

Administered by DrugCard, Inc. (630) 420-3900

DENTAL PLAN SPECIFICATIONS

GROUP PLAN COMMENCEMENT DATE: October 1, 1996

DENTAL BENEFITS BOOKLET RE-ISSUANCE DATE: October 1, 2000

BENEFIT YEAR: January 1st through December 31st.

ELIGIBILITY REQUIREMENTS:

All present regular, full-time employees of employer who work a minimum of 40 hours per week are eligible for coverage under this Group Dental Plan.

All present employees who are not employed full time as of the Group Plan Commencement Date, but subsequently do become full-time employees, are eligible for coverage under this Group Dental Plan on the date of attainment of full-time status.

All future regular, full-time employees who work a minimum of 40 hours per week will become eligible on the date of employment.

Elected officials are eligible for coverage under this Group Dental Plan.

DEPENDENT CHILDREN:

Dependent children means those children under 19 years of age, or under 23 years of age if enrolled as a part-time student or under 23 years of age if enrolled as a full-time student in an accredited school, college or university and dependent upon the employee for more than one-half of their support.

DEDUCTIBLE:

IF TREATMENT IS RENDERED BY A DELTA PREFERRED OPTION DENTIST, benefits for Restorative, Endodontic, Surgical and Non-Surgical Periodontic and Prosthodontic services, Oral Surgery, Cast Restorations, x-rays, sealants, space maintainers, general anesthesia and intravenous sedation are subject to a \$25 deductible per Covered Individual per Benefit Year, not to exceed \$75 per Family Unit per Benefit Year.

IF TREATMENT IS RENDERED BY A NON-DELTA PREFERRED OPTION DENTIST, benefits for Restorative, Endodontic, Surgical and Non-Surgical Periodontic and Prosthodontic services, Oral Surgery, Cast Restorations, x-rays, sealants, space maintainers, general anesthesia and intravenous sedation are subject to a \$50 deductible per Covered Individual per Benefit Year, not to exceed \$150 per Family Unit per Benefit Year.

To satisfy the deductible amount, a Covered Individual or a Family Unit must incur within a Benefit Year the deductible amount.

The amount a Covered Individual pays for covered Dental Benefits for which the deductible does not apply shall not be applied toward satisfying the deductible amount to other Dental Benefits otherwise covered under this Group Dental Plan.

COVERAGE LIMITS:

IF TREATMENT IS RENDERED BY A DELTA PREFERRED OPTION DENTIST, the maximum coverage limit (excluding orthodontic benefits) per Covered Individual per Benefit Year is \$1,500.*

IF TREATMENT IS RENDERED BY A NON-DELTA PREFERRED OPTION DENTIST, the maximum coverage limit (excluding orthodontic benefits) per Covered Individual per Benefit Year is \$1,000.*

* In the event that some services are provided by a DeltaPreferred Option Dentist and others by a Non-DeltaPreferred Option Dentist, this Group Dental Plan will only make payment as follows:

1. The combined services cannot exceed the maximum coverage limit (excluding orthodontic benefits) of \$1,500 per Covered Individual per Benefit Year.
2. Once an individual has exhausted \$1,000 of benefits, the remaining \$500 must be for treatment with a DeltaPreferred Option Dentist.

COVERAGE LIMITS - ORTHODONTIA:

IF TREATMENT IS RENDERED BY A DELTA PREFERRED OPTION DENTIST, lifetime orthodontic benefits payable by this Group Dental Plan per Covered Individual shall not exceed \$1,200. This Group Dental Plan will pay 50% of the submitted fee, not to exceed the \$1,200 lifetime maximum per Covered Individual.

IF TREATMENT IS RENDERED BY A NON-DELTA PREFERRED OPTION DENTIST, lifetime orthodontic benefits payable by this Group Dental Plan per Covered Individual shall not exceed \$1,000. This Group Dental Plan will pay 50% of the submitted fee, not to exceed the \$1,000 lifetime maximum per Covered Individual.

TREATMENT PLANS AND CLAIMS TO BE SENT TO:

Delta Dental Plan of Illinois ("DDPIL")
P.O. Box 5402
Lisle, Illinois 60532

VISION SERVICE PLAN
Benefit Outline
Prepared for
VILLAGE OF ORLAND PARK

Appendix D



BENEFITS:

Examination	Once every 12 months
Lenses	Once every 12 months
Frame	Once every 12 months

COPAYMENT:

Exam	\$ 10.00
Material	\$ 25.00

**Services from a
VSP Participating Provider ***

**Services from a
Non-Participating Provider**

Examination	Paid-in-Full	up to	\$ 25.00
Single Vision Lenses	Paid-in-Full	up to	\$ 30.00
Bifocal Lenses	Paid-in-Full	up to	\$ 35.00
Trifocal Lenses	Paid-in-Full	up to	\$ 45.00
Lenticular Lenses	Paid-in-Full	up to	\$ 60.00
Tints	Paid-in-Full	up to	\$ 5.00
Frame	A wide selection of attractive frames are covered in full.**	up to	\$ 45.00
Contact Lenses (Instead of spectacle lenses and frame) ***			
Medically Necessary	Paid-in-Full	up to	\$210.00
Elective	up to \$ 105.00	up to	\$105.00

Obtaining services from a VSP doctor: When you want to obtain vision care services, call a VSP doctor to make an appointment. *For details on how you locate a VSP doctor, contact your benefits representative or call VSP at 800-877-7195 to request a VSP doctor listing.* **Make sure you identify yourself as a VSP member, and be prepared to provide the covered member's social security number.** The VSP doctor will contact VSP to verify your eligibility and plan coverage, and will also obtain authorization for services and materials. If you are not currently eligible for services, the VSP doctor is responsible for communicating this to you. VSP will pay the doctor directly for covered services and materials.

Obtaining services from an out-of network provider: Services and materials obtained from an out-of-network provider will be reimbursed up to amounts on the above schedule less any copayments. For out-of-network reimbursement, pay the entire bill when you receive services, then send your itemized receipts and full patient and member information to VSP. Claims must be submitted to VSP within six months from your date of service. Please keep a copy of the information for your records and send the originals to the following address: Vision Service Plan, Out-of-Network Provider Claims, P.O. Box 997100, Sacramento, CA 95899-7100.

ADDITIONAL BENEFITS:

Laser Vision Correction: VSP's Laser VisionCareSM program is also available to those covered under this VSP WellVision^{*} Plan. It is designed to provide members with a discount off laser surgery when obtained through VSP contracted doctors, surgeons and laser centers. This program includes the two most common laser vision correction procedures, laser-assisted in-situ keratomileusis (LASIK) and photorefractive keratectomy (PRK). Call your VSP doctor to check if he or she is participating in the program. Doctors can also be located on VSP's Web site at www.vsp.com or by calling 888-354-4434.

¹ When an exam and/or materials are received from a VSP doctor, the patient will have no out-of-pocket expense other than the copayment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 mm or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance. VSP doctors offer valuable savings including a 20 percent discount on non-covered pairs of prescription glasses (lenses and frame). Services must be received within 12 months from the same VSP doctor who provided your last covered eye exam. You can also save 15 percent off the cost of your contact lens exam when you receive contact lens services from VSP. (This discount does not apply to the contact lens materials).

² Your VSP benefit provides guaranteed savings whether you choose a frame that is covered in full or one that exceeds the plan allowance. If you choose a frame valued at more than the plan's allowance, the difference you'll pay is based on VSP's low, discounted member pricing. Have your doctor help you choose the best frame for you based on your VSP coverage.

The allowance is in addition to the 15 percent discount on the contact lens exam. The allowance is applied to both the contact lens exam (fitting and evaluation) and the contact lenses. Any costs exceeding this allowance are the patient's responsibility. The contact lens exam is a special exam for ensuring proper fit of your contacts and evaluating your vision with the contacts. Medically necessary contact lenses must be prescribed by your doctor (as required for certain medical conditions) and approved by VSP.

Check-Off Authorization

I hereby authorize the Village of Orland Park to deduct from my pay the uniform dues of the Metropolitan Alliance of Police Chapter #159, and to remit said amounts directly to the chapter on my behalf. I understand this authorization may be revoked by me, in writing, provided thirty (30) days advance notice (or shorter period as may be required by law) is given by the employee to the Village.

Print Name

Signature

Date

ORLAND PARK POLICE DEPARTMENT

GENERAL ORDER

ORDER NUMBER: 22-3
SUBJECT: PHYSICAL FITNESS PROGRAM
EFFECTIVE DATE: 1 March 1998
AMENDED DATE: 1 March 2001
AUTHORITY: Timothy J. McCarthy
REVIEW DATE: 1 March 2009
REVIEWER: Physical Fitness Program Coordinator

INDEX AS:

22.3.1 MEDICAL EXAMINATIONS

22.3.2 PHYSICAL FITNESS PROGRAM

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

22.3.4 PHYSICAL FITNESS PROGRAM COORDINATOR RESPONSIBILITIES

PURPOSE:

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

DEFINITIONS:

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

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

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

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

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

ORDER:

22.3.1 MEDICAL EXAMINATIONS

A. Pre-entry medical examinations.

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

B. Post entry medical examinations.

1. Periodic physical examinations are a benefit to both the officer and the Department. Any physical examination performed in accordance with this order, shall be conducted only to confirm the officer's continued fitness to perform the tasks of their assignment and to inform them of their general physical condition and not to identify officers with disabilities who are otherwise able to perform their assigned duties, with or without reasonable accommodation.

2. The Department shall require all sworn officers Part-time and full-time, to undergo periodic physical examinations according to a schedule developed and published by the Department.

3. The examination will be administered by a Village-prescribed medical physician/facility selected by the Department.

4. The physical examination shall consist of those tests and examinations deemed appropriate by the Chief of Police and consulting physician (s).

5. All examination results will be given to each officer and a copy of those results will be placed in the officer's personnel file.

C. Medical Examination Costs

1. All medical examinations undergone at the direction of the Department and utilizing its authorized physician shall be provided at the expense of the Department.

2. In the event an officer chooses to utilize a personal physician, the fee shall be paid by the officer. The results may be subject to confirmation by the Department authorized physician.

[Top](#)

22.3.2 PHYSICAL FITNESS PROGRAM

A. The functions of law enforcement require a level of fitness not demanded by many other occupations, therefore physical fitness should be a personal and professional goal of every officer of the Department. The Department shall maintain a physical fitness program to assist officers in achieving fitness levels consistent with job requirements, physical traits, and personal interest.

B. The Department recognizes that it is composed of persons of various ages, fitness levels, and nutritional needs. Hence, there cannot be a single set of requirements for general application to every officer. Rather the Department will train select officers, who shall be members of the Physical Fitness Committee, in appropriate health, fitness, and nutritional disciplines to act as resource personnel.. Additionally, Committee members

shall possess the capabilities to perform the following functions:

1. Conduct the physical fitness assessment tests, prescribed in this order, to determine an officer's current physical condition in relation to the established standards.
2. Provide an individually tailored program, if necessary, for an officer to address the following areas:
 - a. Cardiovascular fitness conditioning.
 - b. Strength training.
 - c. Custom fitness programs in both anaerobic and aerobic conditioning.
 - e. Blood pressure and heart rate guidelines.

C. Prior to implementation of any personalized program of physical fitness, officers shall obtain a medical examination and program approval from their personal physicians.

Top

22.3.3 PHYSICAL FITNESS TESTING AND ` STANDARDS

A. Testing.

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

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

B. Standards.

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

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

C. Record keeping.

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

D. Performance Evaluation.

1. Results of officer fitness testing shall be considered within the physical fitness section of the annual officer performance evaluations as follows:

- a. Meeting minimum Standards shall constitute an average rating.
- b. 5% above minimum standards shall constitute an above average rating.
- c. 10% above minimum standards shall constitute a superior rating.

2. Additionally, those officers making application to the dual career program shall be required to perform the fitness test at at least the minimum standard.

E. Administrative review.

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

[Top](#)

22.3.4 PHYSICAL FITNESS PROGRAM COORDINATOR RESPONSIBILITIES

A. The Physical Fitness Program Coordinator shall have the following responsibilities:

1. Arrange and conduct semi-annual physical fitness testing as described in this order.
2. Review, on an annual basis, those personnel who are not in compliance with the minimum fitness program standards.
3. Re-evaluate the Physical Fitness Program annually and consider any modifications that may be appropriate. The Coordinator shall forward a report to the Chief of Police with any recommendations for modifications to the Chief for considerations. Any modifications to the program shall be approved by the Chief of Police
4. Consider reasonable alternative testing methods and make recommendations that are subject to the approval of the Chief of Police.
5. Monitor the care and maintenance of the fitness room and the exercise equipment.
6. Review the physical fitness and health improvement programs within the community and make the information available to Department personnel.

[Top](#)

ORLAND PARK POLICE DEPARTMENT

GENERAL ORDER

ORDER NUMBER: **26.5**
SUBJECT: **CRASH REVIEW BOARD PROCEDURES**
EFFECTIVE DATE: **1 March 1998**
AMENDED: **1 March 2001**
AUTHORITY: **Timothy J. McCarthy**
REVIEW DATE: **1 March 2004**
REVIEWER: **Deputy Chief of Police**

INDEX AS:

26.5.1. POLICY STATEMENT

26.5.2. CRASH REVIEW BOARD

26.5.3. CRASH REPORTS AND MEMORANDUMS

26.5.4. CRASH REVIEW DISPOSITION

26.5.5. CRASH REVIEW APPEAL PROCESS

PURPOSE:

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

ORDER:

26.5.1. POLICY STATEMENT

It is the policy of the Orland Park Police Department to investigate all motor vehicle traffic crashes involving a vehicle owned by the Village of Orland Park and driven by members of the Orland Park Police Department.

Top

26.5.2. CRASH REVIEW BOARD

A. Crash Review Board Composition

1. The Crash Review Board shall consist of two (2) supervisors and two (2) patrol officers as established within the guidelines set forth in the existing Committee Appointment Procedure and in accordance with current collective bargaining agreements (s). Such personnel will be

assigned on a quarterly basis by the Commander of Administration/Technical Services.

- a. The assignment of personnel to the Crash Review Board shall be posted by Special Order and disseminated in accordance with procedures set forth in General Order 12.2 Written Directives.

2. In addition to the stated personnel, a trained Crash Investigator from this or other police agency may be called upon by the Crash Review Board to assist with the investigation of a crash. This individual shall not have voting privileges in establishing final decisions of this board.

B. Crash Review Board Function

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

[Top](#)

26.5.3. CRASH REPORTS AND MEMORANDUMS

A. Upon any occurrence of a motor vehicle crash involving a vehicle owned by the Village of Orland Park, the member involved shall complete all reports required by the State of Illinois and the Orland Park Police Department. The State crash reports shall be completed by an authorized individual other than the involved member.

B. If the crash occurs on private property, outside the purview of State reporting purposes, the member shall complete a memorandum to the Chief of Police including a synopsis, diagram of the scene, exact location and extent of damage involved.

C. The Shift Commander at the time of the accident shall provide in writing a memorandum to the Chief of Police relating the facts of the accident immediately following such occurrence.

D. In the course of the investigation, the Crash Review Board may require the involved member to appear in person before the board to secure additional facts. The member may also petition the Crash Review Board to appear in person, in his own interest, to present facts and information not provided in the Traffic Crash Report..

E. The State report should normally be completed by an on-duty member of the Orland Park Police Department Traffic Unit following established procedures of the State of Illinois and the Orland Park Police Department.

1. If a Traffic Unit Officer is not on-duty, the report may be completed by any member of the police department assigned by the on-duty supervisor.

2. In those cases where the crash involves severe injury or death of any person (s) involved in the crash, the on-call Traffic Unit Officer will be called out to conduct the traffic crash investigation.

[Top](#)

26.5.4. CRASH REVIEW DISPOSITION

a. The Crash Review Board shall present its finding in writing to the Chief of Police, through its elected spokesperson, regarding the cause of the accident. Utilizing all records and resources available, the board will endeavor to provide a fair and impartial account of the accident to the Chief of Police to assist in the decision regarding the crash.

B. The Chief of Police shall have the final authority in regard to all decisions in assessing penalties for demonstrated negligence or improper operation of a municipal owned vehicle. The Chief of Police or his designees shall discipline at his discretion in accordance with existing procedures of the Board of Fire and Police Commissioners of the Village of Orland Park.

C. The Chief of Police or his designee shall make necessary notations or entries in the member's personnel file regarding the finding of the Crash Review Board.

Top

26.5.5. CRASH REVIEW APPEAL PROCESS

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

B. The member alone shall be responsible for the procurement of any additional evidence or witnesses supporting his appeal for presentation at the time of the rehearing.

C. After presentation of new evidence and consideration by the Crash Review Board, the board shall inform in writing the member and the Chief of Police of their decision regarding the appeal within five (5) working days of the appeal date.

D. The Chief of Police or his designee then shall render a decision of penalty based upon the appeal process.

Top

ARTICLE XXI

EMPLOYEE ALCOHOL AND DRUG TESTING

TA 08/31/92

Section 1. Statement of Policy. The use of illegal drug 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 0.04³ grams per 210 liters of breath will be considered positive. A blood test indicating an alcohol concentration of .02⁰ 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
** Benzoyllecgonine

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.

7663r

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, the third most desired and the remaining shift as his fourth 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
Fourth:	Power

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, the midnight shift then fills with more senior officers, leaving only an opening on the power 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 an 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 to return on his own 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.