

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF ORLAND PARK, ILLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE

CHAPTER 159

MAY 1, 2019 – APRIL 30, 2023

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| ARTICLE I RECOGNITION | 1 |
| Section 1.1. Recognition | 1 |
| Section 1.2. Probationary Period. | 1 |
| Section 1.3. Chapter Officers..... | 1 |
| Section 1.4. Fair Representation. | 2 |
| Section 1.5. Gender..... | 2 |
| Section 1.6. Written Notice..... | 2 |
| ARTICLE II LABOR MANAGEMENT MEETINGS | 2 |
| Section 2.1. Meeting Request. | 2 |
| Section 2.2. Content..... | 2 |
| Section 2.3. Attendance. | 2 |
| ARTICLE III MANAGEMENT RIGHTS | 2 |
| Section 3.1. Management Rights..... | 2 |
| ARTICLE IV HOURS OF WORK AND OVERTIME | 3 |
| Section 4.1. Application of Article. | 3 |
| Section 4.2. Normal Workweek and Workday. | 3 |
| Section 4.3. Changes in Normal Work Week and Work Day. | 4 |
| Section 4.4. Overtime Pay. | 5 |
| Section 4.5. Compensatory Time..... | 5 |
| Section 4.6. Court Time..... | 6 |
| Section 4.7. Required Overtime..... | 6 |
| Section 4.8. No Pyramiding..... | 6 |
| Section 4.9. Part-Time Officers. | 7 |

| | |
|--|----|
| Section 4.10. Exchange of Shifts..... | 7 |
| ARTICLE V GRIEVANCE PROCEDURE..... | 7 |
| Section 5.1. Definition..... | 7 |
| Section 5.2. Procedure..... | 7 |
| Section 5.3. Arbitration..... | 8 |
| Section 5.4. Limitations on Authority of Arbitrator..... | 9 |
| Section 5.5. Time Limit for Filing..... | 9 |
| ARTICLE VI NO STRIKE - NO LOCKOUT..... | 9 |
| Section 6.1. No Strike..... | 9 |
| Section 6.2. No Lockout..... | 9 |
| Section 6.3. Penalty..... | 10 |
| Section 6.4. Judicial Restraint..... | 10 |
| ARTICLE VII HOLIDAYS..... | 10 |
| Section 7.1. Holidays..... | 10 |
| Section 7.2. Holiday Pay and Work Requirements..... | 10 |
| Section 7.3. Holiday Hours for Overtime Purposes..... | 10 |
| Section 7.4. Floating Holidays..... | 10 |
| Section 7.5. Holiday and Compensatory Time Scheduling..... | 10 |
| ARTICLE VIII LAYOFF AND RECALL..... | 11 |
| Section 8.1. Layoff..... | 11 |
| Section 8.2. Recall..... | 11 |
| ARTICLE IX VACATIONS..... | 11 |
| Section 9.1. Eligibility and Allowance..... | 11 |
| Section 9.2. Vacation Pay..... | 11 |
| Section 9.3. Scheduling and Accrual..... | 11 |

| | |
|---|----|
| Section 9.4. Emergencies..... | 12 |
| ARTICLE X SICK LEAVE..... | 12 |
| Section 10.1. Purpose..... | 12 |
| Section 10.2. Allowance..... | 12 |
| Section 10.3. Days Earned in Accumulation..... | 12 |
| Section 10.4. Notification..... | 12 |
| Section 10.5. Medical Examinations..... | 13 |
| Section 10.6. Sick Leave Utilization..... | 13 |
| Section 10.7. Sick Leave Buy Back Upon Retirement..... | 13 |
| Section 10.8. Annual Sick Leave Buy Back..... | 13 |
| Section 10.9. 401(a) Plan..... | 13 |
| ARTICLE XI ADDITIONAL LEAVES OF ABSENCE..... | 13 |
| Section 11.1. Discretionary Leaves..... | 13 |
| Section 11.2. Application for Leave..... | 13 |
| Section 11.3. Military Leave..... | 14 |
| Section 11.4. Voting Leave..... | 14 |
| Section 11.5. Funeral Leave..... | 14 |
| Section 11.6. Leave for Illness, Injury or Pregnancy..... | 14 |
| Section 11.7. Benefits While on Leave..... | 15 |
| Section 11.8. Personal Leave Days..... | 15 |
| Section 11.9. Non-Employment Elsewhere..... | 15 |
| ARTICLE XII JOB RELATED TRAINING AND EDUCATION PROGRAMS..... | 15 |
| Section 12.1. Tuition Reimbursement..... | 15 |
| Section 12.2. Educational Institution and Credit Hour Limitations for Tuition Reimbursement..... | 16 |
| Section 12.3. Authorization to Attend Conferences, Conventions, Training | |

| | |
|--|----|
| Sessions, Workshops..... | 16 |
| Section 12.4. Compensation for Training..... | 16 |
| Section 12.5. Availability of Funding..... | 17 |
| ARTICLE XIII WAGES..... | 17 |
| Section 13.1. Wage Schedule..... | 17 |
| Section 13.2. Initial Placement on Salary Schedule..... | 17 |
| Section 13.3. Step Increases..... | 17 |
| Section 13.4. Performance Evaluation..... | 17 |
| Section 13.5. Pay Period..... | 18 |
| Section 13.6. Call Out..... | 18 |
| Section 13.7. Service Longevity..... | 18 |
| Section 13.8. Seniority..... | 19 |
| Section 13.9. Educational Incentive..... | 19 |
| Section 13.10. Specialty Pay..... | 20 |
| ARTICLE XIV UNIFORM ALLOWANCE..... | 20 |
| Section 14.1. Uniforms..... | 20 |
| Section 14.2. Uniform Allowance..... | 20 |
| Section 14.3. Uniforms for New Employees and Probationary Employees..... | 20 |
| ARTICLE XV INSURANCE..... | 21 |
| Section 15.1. Coverage..... | 21 |
| Section 15.1.A. Cost Containment..... | 21 |
| Section 15.2. Cost..... | 21 |
| Section 15.3. Terms of Insurance Policies to Govern..... | 25 |
| Section 15.4. Life Insurance..... | 25 |
| Section 15.5. Vision Care..... | 26 |

| | |
|---|----|
| Section 15.6. Insurance for Surviving Spouse..... | 26 |
| ARTICLE XVI MAINTENANCE OF ECONOMIC BENEFITS | 26 |
| ARTICLE XVII PROGRAM AND COMMITTEES | 26 |
| Section 17.1. Physical Fitness Program..... | 26 |
| Section 17.2. Accident Review Board..... | 26 |
| Section 17.3. Committee Appointments..... | 26 |
| ARTICLE XVIII IMPASSE RESOLUTION..... | 27 |
| ARTICLE XIX POLICE AND FIRE COMMISSION AND THE IMPOSITION OF DISCIPLINE..... | 27 |
| Section 19.1. Police and Fire Commission Authority..... | 27 |
| Section 19.2. Disciplinary Action..... | 27 |
| Section 19.3. Pre-Disciplinary Meeting..... | 27 |
| Section 19.4. Notification and Measure of Disciplinary Action..... | 28 |
| Section 19.5. Polygraph Testing..... | 28 |
| Section 19.6. Officers' Conduct..... | 28 |
| Section 19.7. Purge of Personnel File..... | 28 |
| Section 19.8. Uniform Police Officer's Disciplinary Act..... | 28 |
| Section 19.9. Post Shooting Incident..... | 28 |
| ARTICLE XX UNION SECURITY AND RIGHTS | 28 |
| Section 20.1. Dues Checkoff..... | 28 |
| Section 20.2. Chapter's Indemnification..... | 29 |
| ARTICLE XXI SUBSTANCE ABUSE PREVENTION PROGRAM..... | 29 |
| ARTICLE XXII SAVINGS CLAUSE | 29 |
| ARTICLE XXIII ENTIRE AGREEMENT | 30 |
| ARTICLE XXIV TERMINATION..... | 30 |
| Section 24.1. Termination..... | 30 |

Section 24.2. Termination Effect30
APPENDICES A - J.....32

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, Vice-Secretary and Sergeant of Arms.

With the prior approval of the Chief, the Chapter President, Vice President and Secretary 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.

Section 1.6. Written Notice. Wherever written notice is used in this Agreement, it shall be construed to also allow the use of electronic communications such as email. If a signature is required for any written notice, the delivery of an email with the use and return of a read receipt shall constitute a signed written notice.

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. The other party may add additional items to the meeting agenda up to three (3) days before the 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 during 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 seven (7) 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. Non-probationary employees shall have preference for assignment to one (1) of the three (3) permanent shifts (Days, Afternoons, or Nights) in accordance with the bidding process described in Appendix I. Shifts shall be made available for bid by employees during the month of December. Shift assignments that are bid each year in December for the schedule year beginning February 1st and ending January 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 1st for the period beginning February 1st. 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 1st of each year. The three permanent shifts and hours are: Days (0635 - 1500), Afternoons (1435 - 2300), and Nights (2235 - 0700). The Chief of Police shall provide notice to the Chapter prior to November 1st, if a Power Shift (1835 – 0300) will be implemented into the schedule and will also indicate the estimated number of

available biddable positions within the Power Shift. Failure to provide such notification for Power Shift will result in no Power Shift schedule for the bidding year.

(e) Open Shift Bidding Except in cases of exigent circumstances (i.e., long-term illness/injury) employees who are eligible to bid pursuant to Section 4.3(d) 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. Officers will not be arbitrarily held over beyond their assigned shift times.

(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.

(f) 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.

(1) All officers covered by this Agreement who currently have accumulated compensatory time hours in excess of one hundred forty (140) hours shall not be afforded the discretion to earn additional compensatory time.

(2) All officers covered by this Agreement who have less than one hundred forty (140) hours currently accumulated in their compensatory time banks shall, at that officer's discretion be allowed to earn compensatory time due, calculated at the overtime rate in lieu of overtime pay, subject to the following conditions:

a. Compensatory time may only be earned from time worked beyond the employee's regularly scheduled duty hours (hold over, cover shift, etc.) required overtime (per Section 4.7: Required Overtime), call outs (per Section 13.6: Call Out) training, off-key court (per Section 4.6: Court Time) and overtime earned as a result of specialty pay, on call Investigators and State Certified Traffic Accident Reconstructionist may earn comp time on call outs only, at a double time rate.

b. Compensatory time may not be accrued for village special events, details or special initiatives managed by the department to include details or assignments funded by outside agencies or sources, or for any reason not listed in paragraph 2(a), unless such time blocks are mutually agreed upon between the employee and the Chief of Police or designee.

c. All officers covered by this Agreement who currently have in excess of one hundred forty (140) hours of accrued compensatory time will retain those accrued hours upon execution of the Agreement but may not accrue additional hours until such time as they have less than one hundred forty (140) accrued hours.

d. The parties agree that compensatory time off is subject to the manpower requirements of the Department and shall be granted as outlined in Section 7.5 (Holidays and Compensatory Time Scheduling) of this agreement.

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 (attached hereto as Appendix C).

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 to fill shift minimums as outlined in GO 41-1 or to avoid the payment of overtime as outlined in GO 22.3. Upon direction of the Chief, part-time officers may be used to increase shift strength.

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 days 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 grievant 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 grievant 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, or within five (5) business days of the Village's failure to provide a written response, 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 shall treat the grievance as denied at that step and may elect to timely appeal the grievance to the next step within five (5) business days.

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 (1-1/2) 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 calendar 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:

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

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 date of the employee's vacation.

Section 9.3. Scheduling and Accrual. Only employees who have completed their annual shift bid and have been assigned to a permanent shift, or a specialty assignment (investigations, traffic unit, K9, etc. are allowed to schedule vacation time). 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. For employees who earn five weeks of vacation, the process will be repeated a third and final time.

If an employee declines to schedule accrued vacation time during the period designated for vacation scheduling by the Chief of Police, then an employee must submit his or her vacation request subject to availability and approval by the Chief of Police 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.

An employee's preference for a vacation week is defined as follows: Every officer who earns a week of vacation will have one (1) work week vacation request. That vacation request can be scheduled from one (1) day and up to six (6) consecutive days in conjunction with an officer's regularly scheduled days off. The total number of vacation picks an employee can make are determined based on the total number of weeks the employee can earn annually per Section 9.1.

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 four hundred (400) hours, which the employee has accrued.

Section 10.8. Annual Sick Leave Buy Back.

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

(b) 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.

Section 10.9. 401(a) Plan.

In order to assist members to fund post-employment health care and insurance expenses the Village will make available a 401(a) Plan to Chapter members. The parties agree to establish a committee to discuss the establishment of a 401(a) Plan that may include retirement and annual sick leave buy back contributions and employee voluntary contribution options for bargaining unit members. The committee will consist of up to three members from each party who will meet to review the available options and make a recommendation for the Plan design within six months of the execution of this Agreement. Options include amending the current Police Supervisors, Commanders and Deputy Chief Plan or creating a separate Plan.

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, or with the provisions of Ordinance No. 4690 for employees hired on or after October 1, 2015 (Attached hereto as Appendix A). For employees hired before October 1, 2015, the Village shall pay the difference necessary to constitute: (1) full pay for the first two months; (2) 95% of full pay for the second two months; (3) 90% of full pay for the remaining 8 months; provided, the police officer must have applied and be receiving disability pay from the Police Pension Board during the periods specified above (see Appendix A). If the police officer is not receiving disability from the Police Pension Board but qualifies under Ordinance No. 1189 or 4690 as applicable, he shall be paid short-term disability as any other Village employee.

(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 \$1,100.00 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 two (2) hour increments. Only one (1) personal day may be used in conjunction with any vacation leave.

(b) There shall be no accrual or payment for any personal leave day not taken 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, including self-employment, 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. However, an amount for books and fees is eligible for reimbursement when combined with the tuition cost that does not exceed \$400.00 per credit hour.

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.

Section 12.5. Availability of Funding. The parties acknowledge that tuition reimbursement funding is determined on an annual budgetary basis at the sole discretion of the Village. However, in any year in which tuition reimbursement funds are made available for the Police Department, at least one-half (50%) of those funds shall be allocated to MAP unit members for that budget year. If applications for reimbursement funds are not made by MAP members by August 1st in any budget year, then said funds shall be released to any member of the Police Department who wishes to apply for reimbursement funds.

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 a traffic stop of an occupied vehicle traveling on the roadway, any custodial arrest,

any ticket written or a Positive Citizen Contact (PCC). A PCC is defined as an officer self-initiated engagement with a citizen for the purpose of fostering community police relations, assisting with crime prevention or working with a citizen on a concern. PCC will be documented with a general case report. A warning ticket(s) will only count as a 0.5 contact 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.

Employees will be required to either provide a valid phone number to which they can respond to a call back or will download a phone application as requested by the Village that will provide call back notifications. Employees downloading the phone application will be reimbursed by the Village for the purchase of the application. In all cases, employees will be required to timely respond to Village requests for call back or on-call duties.

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 Completed Service | Longevity Amount |
|-------------------------------|-------------------------|
| 5 | \$2,450 |
| 10 | \$2,850 |
| 15 | \$3,250 |

| | |
|----|---------|
| 20 | \$3,650 |
| 25 | \$3,850 |

All longevity payments are to be made on the officer's anniversary date of hire. Effective May 1, 2021, longevity payments will be made on May 1 to eligible officers. Before the May 2021 payments are made the parties will meet to review the Village's proposed payments for accuracy as the payments are transitioned to the new schedule.

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 individual's 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 C 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. The Taste of Orland Park, the Art Fair, and Fourth of July are examples of special duty assignments.

Section 13.9. Educational Incentive.

(a) All non-probationary and probationary employees, hired prior to October 1, 2015, who have attended an accredited college or university and received credit for hours attended, shall receive an educational incentive. All probationary employees hired after October 1, 2015 will not be entitled to this incentive until successfully completing their probationary period.

For eligible employees the educational incentive is as follows (Effective 5/1 of each contract year):

| Type of Degree | Amount |
|-------------------|---------|
| Bachelor's Degree | \$2,800 |
| Master's Degree | \$3,300 |

(b) 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 employee's documents are certified for eligibility by the Chief of Police, they shall be retained in the employee's personnel file. Thereafter, the employee will be able 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. The payment shall be made upon the completion of the first pay period of May, and the employee shall be eligible for only one such payment each contract year.

Section 13.10. Specialty Pay

| | |
|--|---|
| Canine Unit | \$3,550 year |
| Field Training Officer | \$250.00 per month. |
| Patrol Evidence Tech's | \$125.00 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

Section 14.1. Uniforms. Non-probationary employees who are required to wear and regularly maintain prescribed items of uniform clothing shall receive the clothing from the Village. Those employees shall be required to clean and maintain such items properly.

Section 14.2. Uniform Allowance. Employees required to regularly wear a uniform shall receive \$400.00 per year per employee to clean and maintain such uniforms. Investigators who are permitted to regularly wear civilian clothes shall receive \$1,100.00 per year per employee toward said clothing costs. Tactical officers who are permitted to regularly wear civilian clothes shall receive \$700.00 per year per employee toward said clothing cost.

Section 14.3. Uniforms for New Employees and Probationary Employees.

(a) Any new employee is required to purchase the items listed in Appendix J at the new officer's expense at quantities specified.

(b) Once a new officer successfully completes his or her probationary period, the affected officer shall be entitled to reimbursement of the full amount of the cost of required items purchased from Appendix J. Reimbursement for specific items are only authorized up to the recommended quantities listed.

(c) In the event the affected new officer fails to successfully complete his or her probationary period, then that officer shall be allowed to keep all items purchased except that all patches and emblems of the Orland Park Police Department shall first be removed.

**ARTICLE XV
INSURANCE**

Section 15.1. Coverage. The Village will make available to bargaining unit 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 an approved HMO plan. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually during the Village’s open enrollment period.

The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement and as generally indicated by cover sheets in Appendix D. Prior to implementing any change, the Village shall notify the Chapter at least 30 days prior to any changes and, if requested, schedule a meeting to discuss any changes in accordance with Article II. Employee deductibles, co-insurance, co-pays for services and prescriptions are outlined in the individual plan summaries. The parties agree that should any governmental regulation impose obligations on either party regarding provision of insurance benefits, that the parties will meet and confer for purposes of discussing the impact of such legislation.

Section 15.1A. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. This Section shall not, however, be construed to entitle the Village to unilaterally increase the dollar levels of deductibles.

Section 15.2 Cost. The Village and the Chapter 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) Employee Premium Sharing. Plan participants providing for individual coverage and/or family coverage shall contribute toward monthly premium costs through pre-tax payroll deduction effective January 1 each year as follows:

| Plan | 2019 | 2020 | | | |
|----------------------|-------------|-------------|-------------|-------------|-------------|
| HMO Illinois | | | | | |
| Employee | \$ 50.00 | \$ 55.00 | - | - | |
| Employee + Spouse | \$ 90.00 | \$ 100.00 | - | - | |
| Employee + Children | \$ 85.00 | \$ 95.00 | - | - | |
| Family | \$ 175.00 | \$ 185.00 | - | - | |
| | | | | | |
| HMO Advantage | Blue | 2019 | 2020 | 2021 | 2022 |
| | | | | | 2023 |

| | | | | | |
|---------------------|-------------------|-------------------|-------------|-------------|-------------|
| Employee | \$ 58.52 | \$ 63.00 | \$ 67.50 | 10% | 10% |
| Employee + Spouse | \$ 115.74 | \$ 122.62 | \$ 134.18 | 10% | 10% |
| Employee + Children | \$ 111.07 | \$ 121.86 | \$ 128.00 | 10% | 10% |
| Family | \$ 171.84 | \$ 184.90 | \$ 198.00 | 10% | 10% |
| | | | | | |
| PPO Silver | 2019 | 2020 | 2021 | 2022 | 2023 |
| Employee | \$100.00 (13%) | \$126.98 (15%) | 17% | 19% | 20% |
| Employee + Spouse | \$175.00 (12%) | \$243.02 (15%) | 17% | 19% | 20% |
| Employee + Children | \$170.00 (12%) | \$233.14 (15%) | 17% | 19% | 20% |
| Family | \$275.00 (13%) | \$353.40 (15%) | 17% | 19% | 20% |
| | | | | | |
| HDHP/H.S.A. | 2019 | 2020 | 2021 | 2022 | 2023 |
| Employee | \$35.00 (5.3%) | \$36.18 (5%) | 6% | 7% | 8% |
| Employee + Spouse | \$50.00 (3.7%) | \$73.80 (5%) | 6% | 7% | 8% |
| Employee + Children | \$45.00 (3.5%) | \$70.58 (5%) | 6% | 7% | 8% |
| Family | \$55.00 (2.8%) | \$87.66 (4%) | 6% | 7% | 8% |
| | | | | | |
| Gold Plan | | | | | |
| Employee | \$235.00 | \$250.00 | - | - | - |
| Employee + Spouse | \$454.00 | \$469.00 | - | - | - |
| Employee + Children | \$435.00 | \$450.00 | - | - | - |
| Family | \$800.00 | \$815.00 | - | - | - |

Through December 31, 2020, any member currently enrolled in the PPO Gold plan, may continue to remain in the plan paying the same contributions toward the monthly premiums. The Gold plan shall not be available as a plan option as of January 1, 2021.

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

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

\$10 Generic

\$15 Brand when generic is not available

\$25 Brand if a brand prescription is purchased and a generic is available

(b) Wellness Incentive (All Plans)

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

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

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

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

(c) HDHP/HSA

Annual Deductible:

For plan years covered by this Agreement, the annual deductibles for the HDHP/HSA plans will be:

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

Employer contribution to HSA:

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

Prescription Drugs / Emergency Room Co-pays:

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

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

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

(d) 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.

(e) Continuation of Coverage.

The Village shall also offer employees who are under the age of 65 who retire during the life of this Agreement and their eligible dependents, the option to participate in the plans offered by the Village to employees in accordance with the Police Officer's Continuance Privilege 215 ILCS 5, Section 367(g) or under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) subject to their contribution of premium costs as provided in this Agreement. Eligible dependents are the employee's spouse and dependents who are participants in the plan on the day before the effective date of the employee's retirement.

Benefit continuation for health coverage begins the 1st of the month following a bargaining unit member's end of employment. Pursuant to this Agreement, benefit continuation for bargaining unit members electing to retire under the Police Officer's Continuance Privilege (215 ILCS 5/367g) will end upon attainment of Medicare eligibility and as a result and in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), eligible dependents whose coverage ends will be eligible for benefit continuation under COBRA as a qualified beneficiary. A qualified beneficiary who elects continuance coverage under COBRA is responsible for 100% of the premium payment for the selected coverage.

Premium rates will be set by the Village and may change annually. Except for employees eligible for a Village subsidy, full payment of premium rate for continued health coverage is due for payment as outlined in the Police Officer's Continuance Privilege (215 ILCS 5/367g) or under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuants will be charged a 2% administration fee.

For purposes of this Section, "retired benefit continuant" shall mean those employees who retire from active service as a police officer with an attained age and accumulated creditable service which together qualify the employee for immediate receipt of retirement pension benefits under Section 3-111 of the Illinois Pension Code.

The Village will apply a subsidy to the premium rates for retired benefit continuants under Police Officer's Continuance Privilege (215 ILCS 5/367g) as outlined below. Any Village subsidy will be applied to reduce the full premium amount due. Village subsidy will end on the last day of the month prior to the month the retired benefit continuant attains age 65 or Medicare eligibility, whichever is earlier. The spouse or dependent of a retired benefit continuant that attains Medicare eligibility or age 65, whichever occurs first, may elect to continue their

coverage under Police Officer’s Continuance Privilege (215 ILCS 5/367g) with payment of the full cost of the premium.

| | Premium Rate | Maximum Village Subsidy | Retiree’s Premium Contribution |
|---|--------------|--|---|
| For Bargaining Members Hired Before January 1, 2014: | 100% | Not to exceed 100% of the HMO Employee Only Premium Rate | Equal to active bargaining unit employee contribution rate for elected plan and coverage level plus all costs above Village subsidy |
| For Bargaining Members Hired On or After January 1, 2014 and before May 1, 2020: | 100% | Not to exceed 90% of the HMO Employee Only Premium Rate | Equal to active bargaining unit employee contribution rate for elected plan and coverage level plus all costs above Village subsidy |
| For Bargaining Members Hired On or After May 1, 2020: | 100% | None | 100% |

IF AN OFFICER LEAVES THE STATE OF ILLINOIS AFTER RETIREMENT AND THERE ARE NO HMO INSURANCE BENEFITS AVAILABLE TO THAT OFFICER, THE AFFECTED OFFICER SHALL RECEIVE A MONTHLY PAYMENT EQUAL TO 100% OF THE THEN CURRENT MONTHLY PREMIUM FOR SINGLE HMO COVERAGE. EXCEPT THAT FOR EMPLOYEES HIRED AFTER JANUARY 1, 2014 THE BENEFIT FOR RELOCATED RETIREES SHALL BE REDUCED BY THE THEN CURRENT MONTHLY PREMIUM FOR SINGLE HMO COVERAGE. THIS MONTHLY PAYMENT WILL END ON THE LAST DAY OF THE MONTH PRIOR TO THE MONTH THE RETIRED BENEFIT CONTINUANT ATTAINS AGE 65 OR MEDICARE ELIGIBILITY, WHICHEVER IS EARLIER.

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

Section 15.4. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage at least equal to two 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 vision coverage for employee and eligible dependents. In order to obtain the benefit under this plan, it is necessary that the employee enroll in the plan in accordance with Village benefit plan enrollment/eligibility procedures. Refer to plan summary for coverage details.

Section 15.6. 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 F. 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 G. 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 therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to him, nor shall it affect the authority of the Fire and Police Commission under the Municipal Code.

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

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

Section 19.7. Purge of Personnel File. An officer may request in writing to the Chief of Police that a specific oral reprimand shall be removed from the employee's personnel file, if, from the date of the last oral reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses.

An officer may request in writing to the Chief of Police that a specific written reprimand shall be removed from the employee's personnel file, if, from the date of the last written reprimand, thirty-six (36) months have passed without the employee receiving an additional written reprimand or discipline for the same or substantially similar offenses with the exception of misconduct involving insubordination, excessive force, sexual harassment, discrimination, criminal conduct or dishonesty in the performance of official police duties.

Notwithstanding the above, the record of such disciplinary action may be introduced when relevant at a disciplinary proceeding before the Board of Fire and Police Commissioners or an independent arbitrator.

Section 19.8. 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.

Section 19.9 Post Shooting Incident. All officers who use deadly force against another person shall not be the subject of a formal interview or interrogation within forty-eight hours from the time of the incident.

ARTICLE XX **UNION SECURITY AND RIGHTS**

Section 20.1. Dues Checkoff. While this Agreement is in effect, the Village may deduct from each employee's paycheck once each pay period a uniform, regular, monthly 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 E 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 E).

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, except if the Village initiates or prosecutes such action unless the Village sues to enforce this provision (Section 20.2). If an improper deduction is made, the Chapter shall refund directly to the employee any such amount.

ARTICLE XXI **SUBSTANCE ABUSE PREVENTION PROGRAM**

Police Officers will be considered covered under the Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-DOT Regulated - Employees, attached hereto as Appendix H. The parties agree that marijuana and cannabis are controlled substances and illegal "drugs" as defined by federal law. The Chapter agrees that as a recipient of federal funds, the Village is required to enforce a drug-free workplace policy consistent with federal law. Further, the Chapter agrees that the employees are subject to the federal Gun Control Act which prohibits drug users from possessing firearms or ammunition, with drugs to be as defined by federal law. Therefore, employees covered by this Agreement shall continue to be prohibited from possessing or using marijuana or cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use marijuana and cannabis. However, the employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis or cannabis-infused substances by members of the employee's household.

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, 2019 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2023. 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



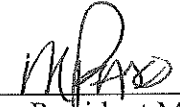
President M.A.P.

Village Clerk

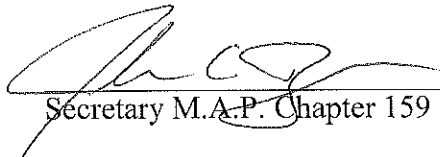


President M.A.P. Chapter 159

Village Manager



Vice President M.A.P. Chapter 159



Secretary M.A.P. Chapter 159

Executed this ____ day of _____, 2020.

APPENDICES

- A. I. Ordinance #1189, Supplement, and Clarification of the Coordination of Police Disability Pension Application and the Village's Short-Term Disability Program, Ordinance 1189
II. Ordinance #4690, Supplement, and Clarification of the Coordination of Police Disability Pension Application and the Village's Short-Term Disability Program, Ordinance 4690
- B. Wage Scale
- C. General Order 22.4 Overtime Callout Procedures Sworn Personnel
- 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. Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-DOT Regulated Employees.
- I. Process for Permanent Shift Bidding
- J. New Officer and Probationary Employee Requisition Items List

APPENDIX A

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

1. Pure Police Pension Application

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

are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact the life insurance carrier to determine the cost of converting the policy.

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

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

3. Village STD Program and Police Disability Pension.

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

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

4. Pure Police Pension Application

- a. The employee applies for the Police Disability Pension.
- b. The employee does not apply for the Village's STD program.
- c. The employee uses paid accrued time (sick, vacation, personal, holiday, compensatory time) while waiting for the approval of the Police Disability Pension.
 - i. Employee is considered an active employee, all deductions are made from paycheck. (insurance, pension, union, deferred comp, etc.)
 - ii. Considered "good time" for pension purposes.
- d. If the employee runs out of accrued time and the Police Disability Pension is yet to be approved the employee is put in an unpaid status for up to a maximum of 12 months from the date of the application for the Police Disability Pension.
 - i. Employee pays the current employee insurance rate in a separate check to payroll to maintain insurance benefits.
 - ii. No payroll deductions are made as employee is in an unpaid status.
 - iii. Considered "bad time" for pension purposes.
- e. The Police Disability Pension is approved by the Pension Board.
 - i. Police Disability Pension starts on the day the employee is removed from the Village payroll.
 - ii. This would be the day the employee entered an unpaid status.
- f. Village processes payment to employee in accordance with Section 11.6 Leave for Illness, Injury or Pregnancy of the collective bargaining agreement (assume non-duty related for example purposes). Village payments are made directly to the employee by the short-term disability administrator.
 - i. Pension pays 50%, Village pays 50% for 2 months.
 - ii. Pension pays 50%, Village pays 45% for 2 months.
 - iii. Pension pays 50%, Village pays 40% for 2 months.
 - iv. The payments are retro to the date the employee was removed from Village payroll. Thus, if employee is removed from payroll on January 1 and the Police Disability Pension is approved on June 1, retro pay would be paid in accordance with the schedule above, the employee would remain on the biweekly payroll in addition to the pension for up to a maximum of 6 months, December 31 (from the date of unpaid status).
 - v. This time is considered "bad time" for pension purposes.
 - vi. Pension, state taxes are not taken from the pension payments.
 - vii. Federal taxes and state taxes are deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (i.e., insurance premium, pension contribution, etc.)
 - viii. At the end of the 6 months the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
 - ix. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability

Pensioners can contact the life insurance carrier to determine the cost of converting the policy.

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

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

6. Village STD Program and Police Disability Pension.

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

APPENDIX B

**METROPOLITAN ALLIANCE OF POLICE
ORLAND PARK POLICE CHAPTER #159
WAGES**

*Wages shall be retroactive to May 1, 2019.

Bargaining Unit employees covered by this Agreement will receive a 3.0% increase. The portion of this increase that represents above market wages is in consideration for general concessions made in this Agreement.

Patrol Officer

Grade 605 POS 134

| Effective | Recruit (80% of Step 1) | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------|--|-------------|-------------|-------------|-------------|-------------|--------------|--------------|
| 5/1/2019 | \$60,244.29 | \$75,305.36 | \$78,968.86 | \$82,889.46 | \$86,981.44 | \$91,244.82 | \$95,765.28 | \$100,478.56 |
| 3.00% | \$28.96 | \$36.20 | \$37.97 | \$39.85 | \$41.82 | \$43.87 | \$46.04 | \$48.31 |
| 5/1/2020 | \$62,051.62 | \$77,564.52 | \$81,337.93 | \$85,376.14 | \$89,590.88 | \$93,982.16 | \$98,638.24 | \$103,492.92 |
| 3.00% | \$29.83 | \$37.29 | \$39.10 | \$41.05 | \$43.07 | \$45.18 | \$47.42 | \$49.76 |
| 5/1/2021 | \$63,913.17 | \$79,891.46 | \$83,778.07 | \$87,937.42 | \$92,278.61 | \$96,801.63 | \$101,597.39 | \$106,597.70 |
| 3.00% | \$30.73 | \$38.41 | \$40.28 | \$42.28 | \$44.36 | \$46.54 | \$48.84 | \$51.25 |
| 5/1/2022 | \$65,830.56 | \$82,288.20 | \$86,291.41 | \$90,575.55 | \$95,046.97 | \$99,705.67 | \$104,645.31 | \$109,795.64 |
| 3.00% | \$31.65 | \$39.56 | \$41.49 | \$43.55 | \$45.70 | \$47.94 | \$50.31 | \$52.79 |

APPENDIX C



**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: March 1, 2019
REVIEWER: Patrol Division Commander

INDEX AS:

22.4.1. GENERAL RESPONSIBILITIES

22.4.2. PROCEDURE FOR OFFICER REPLACEMENT

22.4.3. PROCEDURE FOR PATROL LIEUTENANT OR SERGEANT REPLACEMENT

22.4.4. 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.

DEFINITIONS:

Overtime Callout Book: For the purpose of this order, the Department shall prepare an overtime call out book annually to allow officers to request an overtime callout. The Overtime Callout Book shall be prepared by December 1st for the following calendar year. Officers will enter their name, badge number and contact phone numbers(s) for any desired date and shift. Officers will also be allowed to request of either of the four (4) hour time slots, 1st/First or 2nd/Second. Any deviation from the procedure or non-legibility will invalidate the officer's request. Eight (8) hour time slot entries will have priority over four (4) hour entries when hiring for an eight (8) hour time block.

22.4.1. GENERAL RESPONSIBILITIES

A. Ill/Injured Officer

1. Will notify the police department of an expected absence from assigned duties, a scheduled training session or a scheduled court appearance due to illness/injury. Said notification will be made no later than 1 hour before the affected assignment unless it can be shown that notification was reasonably impossible.
2. At the time of the notification the officer will state the nature of illness or injury causing the absence, and if it is expected that he or she will return to work for their regular shift on the following day.
3. In the event the individual is calling off sick for a scheduled training session or a scheduled court appearance on a regularly scheduled work day, the individual will advise the recipient if they will be sick for court, the training session and/or their regular duty shift.

B. 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.

C. 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.

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 call out book using the following criteria;
 - a. Officer from the affected shift in order of Department seniority,
 1. Officers from the affected shift are considered officers that have been assigned to a permanent shift in addition to non-probationary officers assigned to the affected shift.
 - b. Officer from the patrol unit by Department seniority,
 - c. Officer from other units in the Patrol Division by Department seniority,
 - d. Officer from the other divisions of the Police Department by Department seniority,
 - e. At no time will a probationary officer be selected for the hiring of overtime over a non-probationary officer.
 2. If the overtime is not filled from the Overtime Callout Book, 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 Department 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 Department 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 Department 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.
9. Once the shift has been filled with a replacement, per this order the selection is final.

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.
 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.

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.

APPENDIX D

APPENDIX E

APPENDIX E

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

APPENDIX F



ORLAND PARK POLICE DEPARTMENT GENERAL ORDER

ORDER NUMBER: 22-3
SUBJECT: PHYSICAL FITNESS PROGRAM
EFFECTIVE DATE: March 1, 1998
AMENDED DATE: March 1, 2001
AUTHORITY: Timothy J. McCarthy
REVIEW DATE: March 1, 2014
REVIEWER: Physical Fitness Program Coordinator

INDEX AS:

22.3.1 MEDICAL EXAMINATIONS

22.3.2 PHYSICAL FITNESS PROGRAM

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

22.3.4 PHYSICAL FITNESS PROGRAM COORDINATOR RESPONSIBILITIES

PURPOSE:

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

DEFINITIONS:

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

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

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

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

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

ORDER:

22.3.1 MEDICAL EXAMINATIONS

- A. Pre-entry medical examinations.

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

B. Post entry medical examinations.

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

C. Medical Examination Costs

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

22.3.2. PHYSICAL FITNESS PROGRAM

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

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

A. Testing.

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

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

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

B. Standards.

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

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

C. Record keeping.

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

D. Performance Evaluation.

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

E. Administrative review.

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

APPENDIX G



**ORLAND PARK POLICE DEPARTMENT
GENERAL ORDER**

ORDER NUMBER: 26-5
SUBJECT: CRASH REVIEW BOARD PROCEDURES
EFFECTIVE DATE: March 1, 1998
AUTHORITY: Timothy J. McCarthy
REVIEW DATE: March 1, 2014
REVIEWER: Deputy Chief of Police

INDEX AS:

26.5.1. POLICY STATEMENT

26.5.2. CRASH REVIEW BOARD

26.5.3. CRASH REPORTING AND RESPONSIBILITIES

26.5.4. CRASH REVIEW DISPOSITION

26.5.5. CRASH REVIEW APPEAL PROCESS

PURPOSE:

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

ORDER:

26.5.1. POLICY STATEMENT

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

26.5.2. CRASH REVIEW BOARD

A. Crash Review Board Composition

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

B. Crash Review Board Function

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

26.5.3. CRASH REPORTING AND RESPONSIBILITIES

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

26.5.4. CRASH REVIEW DISPOSITION

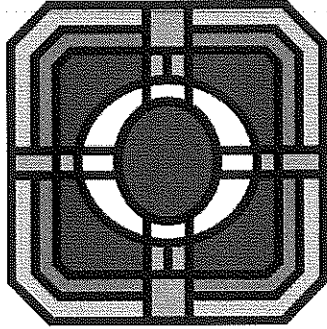
- A. The Crash Review Board shall present its finding in writing to the Chief of Police, through its elected spokesperson, regarding the cause of the accident. Utilizing all records and resources available, the board will endeavor to provide a fair and impartial account of the accident to the Chief of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

26.5.5. CRASH REVIEW APPEAL PROCESS

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

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

APPENDIX H



**VILLAGE OF ORLAND PARK
DRUG AND ALCOHOL POLICY
AND TESTING PROGRAM
FOR NON-DOT REGULATED
EMPLOYEES**

Effective: January 1, 2020

**VILLAGE OF ORLAND PARK
DRUG AND ALCOHOL POLICY AND TESTING PROGRAM
FOR NON-DOT REGULATED POSITIONS**

TABLE OF CONTENTS

| | | |
|-------|---|---|
| I. | OVERVIEW | 1 |
| | A. Statement of Purpose | 1 |
| | B. Employee and Management Responsibilities | 2 |
| II. | PERSONS SUBJECT TO TESTING | 2 |
| III. | POLICY COMMUNICATION AND TRAINING | 3 |
| | A. Employees..... | 3 |
| | B. Supervisory Employees | 3 |
| IV. | EMPLOYEE ASSISTANCE..... | 3 |
| | A. Employee Assistance Program | 3 |
| | B. Employee Admission of Alcohol/Drug Use | 4 |
| V. | PROHIBITED CONDUCT | 4 |
| | A. Alcohol..... | 4 |
| | B. Drugs..... | 5 |
| | C. Conduct that Constitutes a Refusal to Test..... | 6 |
| VI. | TESTING CIRCUMSTANCES | 8 |
| | A. Pre-Employment Testing | 8 |
| | B. Reasonable Suspicion Testing | 8 |
| | C. Return-to-Duty Testing | 9 |
| | D. Follow-Up Testing | 9 |
| VII. | TESTING AND REPORTING PROCEDURES..... | 9 |
| VIII. | CONSEQUENCES FOR VIOLATING ALCOHOL OR DRUG PROHIBITIONS..... | 9 |

A. Applicants for Employment.....9
B. Employees.....10
IX. CONFIDENTIALITY AND RECORDKEEPING.....10

APPENDICES

APPENDIX A: DEFINITIONS
APPENDIX B: CONDITION OF EMPLOYEE REPORT

I. OVERVIEW

A. Statement of Purpose

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

The purpose of this policy is to:

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

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

In adopting this policy and program, the Village does not otherwise waive its right to enforce already established rules, policies, programs, or the terms and provisions of any applicable collective bargaining agreement governing drug and alcohol use or possession that are consistent with this policy. Moreover, this

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

Neither this policy nor any of its terms are intended to create a contract of employment, or to alter any existing at-will employment relationship in any way. Subject to any applicable collective bargaining agreement, the Village retains the sole right to change, amend, or modify any term or provision of this policy without notice. This policy is effective January 1, 2020 and supersedes all prior policies and statements relating to drug and alcohol prohibitions and testing.

B. Employee and Management Responsibilities

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

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

II. PERSONS SUBJECT TO TESTING

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

- All non-DOT regulated full time, part time, seasonal, and temporary employees of the Village.
- Applicants for non-DOT regulated positions of employment with the Village.

III. POLICY COMMUNICATION AND TRAINING

A. Employees

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

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

B. Supervisory Employees

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

IV. EMPLOYEE ASSISTANCE

A. Employee Assistance Program

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

B. Employee Admission of Alcohol/Drug Use

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

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

In accordance with this program, an employee:

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

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

V. PROHIBITED CONDUCT

A. Alcohol

1. Alcohol Concentration

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

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

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

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

3. On Duty Prohibitions

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

4. Pre-Duty Use

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

5. Use Following an Accident

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

B. Drugs

The unlawful use, manufacture, distribution, dispensing, or possession of any controlled substance or associated paraphernalia by any Village employee at any time is prohibited. The use, manufacture, distribution, dispensing, or possession of a controlled substance, including cannabis or marijuana, by any Village employee at any time while on Village property or on duty is prohibited. The use of cannabis while "on-call" or in any manner that would cause impairment while on duty, and use or possession in the workplace any time during the work day, including meal and break periods, is prohibited. No employee shall knowingly permit an employee to work who is under the influence of a lawful, unlawful or unlawfully used controlled substance.

Marijuana and cannabis are controlled substances and illegal “drugs” as defined by federal law. As a recipient of federal funds, the Village is required to enforce a drug-free workplace policy consistent with federal law. Further, some employees are subject to the federal Gun Control Act which prohibits drug users from possessing firearms or ammunition, with drugs to be as defined by federal law. Therefore, employees covered by this policy and assigned to a department that receives federal funds shall continue to be prohibited from possessing or using marijuana or cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use marijuana and cannabis.

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

Pre-employment testing for positions that are not subject to the federal requirements will be performed to detect for the presence of the following four (4) substances; cocaine; opiates; phencyclidine; and amphetamines. Cut-off levels to be used to determine whether specimens are negative for these four (4) drugs are provided in 49 CFR Part 40.87.

Prescribed Medication: An employee taking over-the counter or prescribed medication must be aware of any effect the medication may have on the performance of their duties. The employee must inform his/her physician of his/her job duties in order to make certain that the drug does not affect or interfere with the employee’s safe and effective performance of his/her job duties. An employee must promptly report to Human Resources on the the use of any medication which has or may have any adverse effect on his or her ability to effetely and safely perform his or her essential job duties.

C. Conduct that Constitutes a Refusal to Test

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

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, after being directed to do so by the Village.
- Failure to remain at the testing site until the testing process is complete; provided that an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused to test.

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

VI. TESTING CIRCUMSTANCES

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

A. Pre-Employment Testing

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

B. Reasonable Suspicion Testing

The Village has the sole discretion to decide when and under what circumstances an employee is fit to work. Testing on the basis of reasonable suspicion may include, but is not limited to: 1) observation of an employee acting or appearing in a manner which suggests drug or alcohol use, such as, behavior appearance, judgment, coordination, job performance and/or other conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, emotional outbursts, substantial mood changes, the smell of alcohol on an employee's breath, etc.; 2) instances where the Village observes or receives credible information that the employee is using or has symptoms of drugs and/or alcohol use; and/or 3) other facts which support a reasonable belief that the employee is using or has symptoms of drugs and /or alcohol use in violation of this policy. All employees covered by this policy shall submit to drug and alcohol tests when the Village has reasonable suspicion. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. At least one supervisor who is trained in detecting the signs and symptoms of drug use and alcohol misuse must notify Human Resources and make the required observations and complete a Condition of Employee Report.

Once the determination that reasonable suspicion exists, under no circumstances will an employee be allowed back to work until he or she has a negative drug and/or alcohol test.

The Village shall require the employee to be escorted by a supervisory employee directly to and from the collection site for drug and/or alcohol testing. Subsequent to the testing, the employee will need to make arrangements to be taken home.

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

In all cases where an employee is required to submit to a “reasonable suspicion” drug and alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative. Any employee who is determined to be in violation of this policy or to be impaired by alcohol, cannabis or any other substance, while at work or on duty, will be afforded a reasonable opportunity to contest the finding that he or she was impaired or under the influence or otherwise in violation of this policy.”

C. Return-to-Duty Testing

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

D. Follow-Up Testing

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

VII. TESTING AND REPORTING PROCEDURES

The Village’s testing program and reporting procedures will conform to the standards established by the DOT in 49 CFR Part 40 as amended, *Procedures for Transportation Workplace Drug and Alcohol Testing Programs*.

VIII. CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS

A. Applicants for Employment

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

B. Employees

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

Any covered employee who violates any provision of this policy will be subject to discipline up to and including discharge (subject to the terms of any applicable collective bargaining agreement). Any employee who is determined to be in violation of this policy or to be impaired by alcohol, cannabis or any other substance, while at work or on duty, will be afforded a reasonable opportunity to contest the finding that he or she was impaired or under the influence or otherwise in violation of this policy.

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

IX. CONFIDENTIALITY AND RECORDKEEPING

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

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

Appendix A. Definitions

Alcohol Concentration (or content)

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

Drugs” or “controlled substances” shall include, but not be limited to any controlled substance defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.); or the Cannabis Control Act (720 ILCS 550/1 et seq.); or, any controlled substance listed in Schedules I through V of 21 U.S.C. 812 for which the person tested does not submit a valid pre-dated prescription. Thus, the term “drugs” includes both abused prescription medications and illegal drugs of abuse; and any look-alike substance, designer drugs or any substance, such as glue, which may not be listed in the Controlled Substances Act but which may have adverse effects on perception, judgment, alertness, memory, or coordination.

Controlled Substance

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

Disabling damage

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

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

Safety-Sensitive Function

- (1) For positions covered under the Federal Motor Carrier Safety Administration (FMCSA) regulations, a safety sensitive function applies to employees who hold a commercial driver's license ("CDL") and operate a commercial motor vehicle for the Village and means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:
 - (a) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
 - (b) All time inspecting equipment as required by 49 CFR Parts 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
 - (c) All time spent at the driving controls of a commercial motor vehicle in operation;
 - (d) All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR Part 393.76);
 - (e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
 - (f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

- (2) For positions covered under the Federal Transit Administration (FTA) regulations, a "safety-sensitive function" means any of the following duties:
 - (a) Operating a revenue service vehicle (including when not in revenue service).
 - (b) Operating a nonrevenue service vehicle when required to be operated by a holder of a commercial driver's license.
 - (c) Controlling dispatch or movement of a revenue service vehicle.
 - (d) Maintaining (including repair, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
 - (e) Carrying a firearm for security purposes.

Substance Abuse Counselor

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

Appendix B. Condition of Employee Report

Name of Observed Employee: _____

Job Title: _____

Observation Date/Day of Week: _____ / _____

Time Relieved of Duty: _____

Location Relieved of Duty: _____

APPEARANCE:

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

MOOD:

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

BEHAVIOR:

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

OTHER: _____

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

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

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

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

Name of supervisor: _____

Signature of supervisor: _____ Date: _____

Name of additional supervisor: _____

Signature of additional supervisor: _____ Date: _____

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

APPENDIX I

APPENDIX I

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 begin with the most senior officer on the seniority list. Officers will fill the shifts using their first choice. If the officer's first choice is unavailable, the officer's second choice will be used, and so on. The selection process will continue until the shifts are filled.

If an opening on a shift becomes available after the shift schedule for the year is posted, 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, that position will be offered to the next officer and so on. The officer who declines a position will forfeit their right to reclaim that position until the next bidding period.

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 that officer 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, that officer will be returned to the patrol division at the discretion of the department and the individual officer will not have the opportunity to exercise their right to seniority until the next bidding period.

APPENDIX J

APPENDIX J

New Officer Uniform Items

| <u>Style No.</u> | <u>Item-</u> | <u>Quantity</u> | <u>Price</u> | <u>Total</u> |
|------------------|-------------------------------|-----------------|--------------|-------------------|
| 52086 | Dickie | 1 | \$14.50 | \$14.50 |
| 52586 | Long Sleeve Turtleneck Shirt | 1 | \$32.50 | \$32.50 |
| 35 W 7886 | Men's Long Sleeve Navy Shirt | 5 | \$34.50 | \$172.50 |
| 85 R 7886 | Men's Short Sleeve Navy Shirt | 5 | \$30.50 | \$152.50 |
| 38200 | Navy Slacks (men's) | 5 | \$34.50 | \$172.50 |
| 5 SWNV | 5-Star Hat | 1 | \$32.50 | \$32.50 |
| 7907 | Clear Hat Cover | 1 | \$2.50 | \$2.50 |
| 42-MIL-BLK | Knit Winter Hat | 1 | \$12.45 | \$12.45 |
| 78140 | Fecheimer Winter Jacket | 1 | \$275.50 | \$275.50 |
| 00700 | Blauer Sweater | 1 | \$44.50 | \$44.50 |
| 73 160 | Blauer Spring Jacket | 1 | \$122.50 | \$122.50 |
| 38800 | Dress Coat (men's) | 1 | \$133.95 | \$133.95 |
| 455BO-BLK | Black Clip-on Tie | 1 | \$4.00 | \$4.00 |
| 500 DTS | Silver Nameplate | 2 | \$7.50 | \$15.00 |
| | | | TOTAL | \$1,187.40 |

Prices at the vendors approved for employee use are subject to change.

Officer Involved Shooting

The Village of Orland Park ("Village"), the Metropolitan Alliance of Police Chapter #159, (referred to herein as the "Union") hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. The Union agrees that its members shall be required to abide by the Village's General Order #1-11 Officer Involved Shooting or Death Protocol.
2. For the purpose of clarity, the parties agree that a person "involved in" an officer involved shooting is defined to mean any officer who discharged a firearm during an incident that caused injury or death to a person or persons.
3. The parties agree that the term "involved in" an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call.
4. The parties agree that the provisions of the collective bargaining agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.
5. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis and/or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village's right to obtain test results via other available legal process.