

**VILLAGE OF ORLAND PARK, ILLINOIS**

**AND THE**

**ORLAND PARK POLICE SUPERVISOR'S ASSOCIATION**

**MEET AND CONFER AGREEMENT FOR THE POSITIONS**

**OF**

**DEPUTY CHIEF AND COMMANDER**

**MAY 1, 2015 – APRIL 30, 2019**

## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	4
ARTICLE I - LABOR MANAGEMENT MEETINGS .....	4
Section 1.1. Meeting Request .....	4
Section 1.2. Attendance .....	5
ARTICLE II - MANAGEMENT RIGHTS.....	5
Section 2.1. Management Rights .....	5
ARTICLE III - HOURS OF WORK AND OVERTIME.....	6
Section 3.1. Hours of Work and Overtime .....	6
ARTICLE IV - HOLIDAYS .....	7
Section 4.1. Holidays .....	7
Section 4.2. Holiday Pay and Work Requirements.....	7
Section 4.3. Floating Holiday .....	7
ARTICLE V - VACATIONS.....	8
Section 5.1. Allowance .....	8
Section 5.2. Vacation Pay .....	8
Section 5.3. Accrual.....	8
ARTICLE VI - SICK LEAVE .....	9
Section 6.1 Allowance .....	9
Section 6.2 Days Earned in Accumulation .....	9
Section 6.3 Sick Leave Utilization.....	9
Section 6.4 Sick Leave Buy Back Upon Retirement .....	9
Section 6.5 Annual Leave Buy Back .....	10
ARTICLE VII - ADDITIONAL LEAVES OF ABSENCE .....	11

Section 7.1. Discretionary Leaves.....	11
Section 7.2. Application for Leave .....	11
Section 7.3. Military Leave.....	11
Section 7.4. Voting Leave.....	11
Section 7.5. Funeral Leave.....	11
Section 7.6. Leave for Illness.....	12
Section 7.7 Personal Leave Days .....	13
Section 7.8. Non-Employment Elsewhere .....	13
ARTICLE VIII - JOB RELATED TRAINING AND EDUCATION PROGRAMS.....	14
Section 8.1. Tuition Reimbursement .....	14
ARTICLE IX - WAGES .....	14
Section 9.1. Wage Schedule.....	14
Section 9.2. Service Longevity .....	14
Section 9.3. Educational Incentive.....	15
ARTICLE X - UNIFORM AND CLOTHING ALLOWANCE .....	15
ARTICLE XI - INSURANCE.....	16
Section 11.1. Coverage .....	16
Section 11.2. Cost .....	17
Section 11.3. Terms of Insurance Policies to Govern.....	20
Section 11.4. Life Insurance.....	21
Section 11.5. Vision Care .....	21
Section 11.6. Permanent Partial and Permanent Total Disability .....	21
Section 11.7 Insurance for Surviving Spouse. ....	22
Section 11.8. PEHP Re-Opener. ....	22
ARTICLE XII CHECKOFF.....	23

Section 12.1. Checkoff.....	23
ARTICLE XIII - SAVINGS CLAUSE .....	23
ARTICLE XIV - TERMINATION.....	24
Section 14.1 Termination.....	24

**ATTACHMENTS**

<b>Attachment A</b>	Meet and Confer Agreement
<b>Attachment B</b>	Ordinance No. 1189
<b>Attachment C</b>	Salary Schedule
<b>Attachment D</b>	Benefit Highlight Sheets
<b>Attachment E</b>	Physical Fitness Program
<b>Attachment F</b>	Crash Review
<b>Attachment G</b>	Village of Orland Park Drug and Alcohol Policy and Testing Program for Non-Safety Sensitive Employees

## **PREAMBLE**

THIS AGREEMENT entered into by and between the VILLAGE OF ORLAND PARK, ILLINOIS (hereinafter referred to as the “Village” or the “Employer”) and the ORLAND PARK POLICE SUPERVISOR’S ASSOCIATION (hereinafter referred to as the “Association”) as the Representative for the Village’s sworn peace officers in the position of Deputy Chief and Commander. The above parties acknowledge that these discussions are meet and confer discussions pursuant to the Meet and Confer Agreement attached hereto as Attachment A. The parties further agree that these discussions are not to be construed as collective bargaining negotiations as provided by the Illinois Public Labor Relations Act. The parties further acknowledge that the position of Deputy Chief and Commander are not bargained for positions.

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

## **ARTICLE I**

### **LABOR MANAGEMENT MEETINGS**

Section 1.1. Meeting Request. The Association and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Association representatives and 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. If the Association claims that a breach of this Meet and Confer Agreement has taken place which has not been resolved through a labor management meeting, the Association shall have the right to a labor management meeting with

the Village Manager for the purpose of resolving such matter. Such meeting shall be without prejudice to the Association's rights, if any, under laws to remedy a breach of the Agreement.

Section 1.2. 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.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Section 2.1. Management Rights. Except limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all of the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to determine the work week of employees and to establish the starting and ending times of the work day; to assign or to transfer employees within the Department; to establish work and performance standards and, from time to time, to change those standards; to assign overtime; to lay-off or relieve employees due to lack of work or funds or for other legitimate reasons to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to contract out for goods and services of non-law enforcement personnel; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to take any and all actions as may be necessary to carry out the mission of the Village in situations of local disaster emergencies as may be formally declared by the President and Board of Trustees, the Village Manager or

designees in accordance with the authority provided under 20 ILCS 3305/11. In the event of such action, the provisions of the Agreement may be suspended if necessary, provided that wage rates and monetary benefits shall not be suspended and provided further that all provisions of this agreement shall be immediately reinstated once a local disaster or emergency condition ceases to exist.

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 III**

#### **HOURS OF WORK AND OVERTIME**

Section 3.1. Hours of Work and Overtime. The Employer reserves the right in its sole discretion to change or alter work days and or schedules. However, the normal workday and work week consists of five (5) eight (8) hour days consecutively worked and two (2) days off consecutively. In using this schedule, officers assigned shall work a total of 52 work weeks a year for a total of 260 work days a year or 2080 hours scheduled. The eight (8) hour work day shall include eight (8) hours of work and an unpaid off-duty lunch period if the employee desires of a minimum of thirty (30) minutes and a maximum of one (1) hour.

## **ARTICLE IV**

### **HOLIDAYS**

Section 4.1. Holidays. The following are recognized holidays for eligible employees:

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

Section 4.2. Holiday Pay and Work Requirements. Employees who work on such holidays shall receive eight (8) hours holiday pay and shall receive compensatory time at the rate of time and one-half for each hour worked on all such holidays. Employees shall receive the above holiday on the date on which the holiday is observed by the Village.

Section 4.3. Floating Holiday. Employees shall be entitled to two (2) floating holidays during each calendar year. This floating holiday is a regular duty day off with pay.



**ARTICLE V**

**VACATIONS**

Section 5.1. Allowance. Vacation allowances shall be earned annually, based on the following schedule:

<b><u>Length of Continuous Service</u></b>	<b><u>Working Days Vacation Per Year</u></b>
Less than 5 years	10 days
At least 5 years but less than 10	15 days
At least 10 years but less than 20	20 days
At least 20 years	25 days

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

Section 5.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee on the payday immediately preceding the employee's vacation. Employees may request their vacation pay in writing no later than fifteen (15) days prior to the start of the vacation period.

Section 5.3. Accrual. Unused vacation time shall not accumulate from year-year unless specifically authorized in writing by the Chief of Police or the Village Manager.

## **ARTICLE VI**

### **SICK LEAVE**

Section 6.1. Allowance. Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay.

Section 6.2 Days Earned in Accumulation. An employee shall earn sick leave at the rate of eight (8) days per year in any year in which the employee works. There shall be no limit in the number of sick days an employee may accumulate.

Section 6.3. Sick Leave Utilization. Sick leave shall be used in no less increment than two (2) hours. Any employee who is discharged or terminates his employment other than by retirement forfeits all sick leave accrued benefits. Notwithstanding the foregoing sentence, if an employee with 20 or more years of service dies prior to retirement, the Employer shall pay to the employee's estate the amount, if any, of accrued sick time due said employee pursuant to Section 6.4.

Section 6.4 Sick Leave Buy Back Upon Retirement. For those officers that were promoted to the rank of Sergeant prior to January 1, 1999, upon retirement, the Village shall pay the retiring employee the current straight time hourly rate of equivalent for every hour of sick time which the employee has accrued and not used, subject to the provisions of § 6.5 of this Article. For those employees that were promoted to the rank of Sergeant on or after January 1, 1999, upon 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 and not used, subject to the provisions of § 6.5 of this Article.

Section 6.5. Annual Leave Buy Back. Amend as follows: The Village, on an annual basis, will pay an officer the current straight time hourly rate or equivalent in whole day increments for unused sick time up to four (4) days per year. To be eligible the officer must have used four (4) or less sick days during that calendar year.

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

During the course of this contract it shall be mutually agreeable that this section shall have a re-opener clause in the event it is necessary to address the former PEHP Plan or similar plan.

## ARTICLE VII

### ADDITIONAL LEAVES OF ABSENCE

Section 7.1. Discretionary Leaves. The Chief of Police may grant a leave of absence where it is determined there is good and sufficient reason. The Chief of Police shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 7.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires.

Section 7.3. Military Leave. Military leave shall be granted in accordance with applicable law.

Section 7.4. Voting Leave. Voting leave shall be granted in accordance with applicable law.

Section 7.5. 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 7.6. Leave for Illness. Injury or Pregnancy. (a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), or pregnancy, the Village may grant a leave of absence without pay. Said leave shall be with pay provided that the police officer qualifies for short term disability in accordance with the provisions of Ordinance No. 1189, or with the provisions of Ordinance No. 4690 for employees hired on or after October 1, 2015, attached hereto as Attachment B. The Village shall pay the difference necessary to constitute: (1) full pay for the first two months; (2) 95% of full pay for the second two months; (3) 90% of full pay for the remaining 8 months; provided, the police officer must have applied and be receiving disability pay from the Police Pension Board during the periods specified above. If the police officer is not receiving disability from the Police Pension Board but qualifies under Ordinance No. 1189 or 4690 as applicable, he shall be paid short term disability as any other Village employee. Employees who otherwise qualify for paid short term disability benefits under Section 11.6 of this Agreement shall be entitled to receive such short term disability benefits for a period of up to 52 weeks per disability, 26 weeks for employees hired on or after October 1, 2015. An outline of the coordination of the police disability pension and the Village's short-term disability program is included in Attachment B.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Police Chief or his designee a physician's written statement showing the nature of

the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval. Request for such leave shall be subject to the approval of the Chief. Approval of sick leave shall not be arbitrarily withheld.

(c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave or during any light duty assignment, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned.

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

#### Section 7.7 Personal Leave Days.

(a) Employees shall be granted four (4) personal leave days per calendar year. The use of personal leave days may be limited to full day increments.

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

Section 7.8. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment.

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

**ARTICLE VIII**

**JOB RELATED TRAINING AND EDUCATION PROGRAMS**

Section 8.1. Tuition Reimbursement. In accordance with Village policy, 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.

**ARTICLE IX**

**WAGES**

Section 9.1. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The pay range (top, bottom, and intervening steps) for the employees are set forth on Appendix B.

Section 9.2 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:

<b>Years of Service</b>	<b>Amount</b>
5	\$2,450
10	\$2,850
15	\$3,250
20	\$3,650
25	\$3,850

Effective after December 1, 2000, the service longevity payments set forth in this Article IX § 9.2 shall accrue on the date of the employee's anniversary of employment.

Section 9.3. Educational Incentive.

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

For all employees (effective 5/1 of each contract year):

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

(b) Supervisory employees shall be eligible to participate in the educational incentive program once each year. In order to make application, the employee shall submit documents that will provide evidence of requirement to the Chief of Police. The Chief shall examine any records provided and certify that the employee qualifies. Once the employee's documents are certified for eligibility by the Chief of Police, they shall be retained in the employees personnel file. Thereafter, the employee 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) Effective May 1, 2001 delete Article IX § 9.6. (c) in its entirety and substitute in lieu thereof the following: Education incentive payments shall be made in one lump sum on May 1 of each year, upon approval of the Chief of Police and the requisite processing time required by the Finance Department. Employees shall be eligible for only one such payment each contract year.

**ARTICLE X**

**UNIFORM AND CLOTHING ALLOWANCE**

Employees who are required to wear and regularly and continuously maintain prescribed items of uniform clothing shall receive the clothing from the Village. Officers who are permitted



to regularly wear civilian clothes shall receive \$1,100 (effective May 1, 2016) per year per employee toward said clothing cost.

## **ARTICLE XI**

### **INSURANCE**

Section 11.1 Coverage. The Village shall make available to full-time employees and their dependents group health, dental, hospitalization, vision and life insurance. The Village shall also offer employees and their dependents the option to enroll in any approved plan currently offered. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually during the Village's open enrollment period. The Village shall also offer employees who are under the age of 65 who retire during the life of this Agreement and their dependents, the option to participate in the plans offered by the Village to employees subject to their contribution of premium costs as provided in §11.2 of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially the same to those in effect as of May 1, 2015 and as generally indicated by cover sheets in Attachment D. Prior to implementing any change, the Village shall notify the Association at least 30 days prior to any change and, if requested, schedule a meeting to discuss any changes in accordance with Article II.

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

Effective May 1, 2015, the Parties agree that § 11.2 will be amended as follows:

Section 11.2. Cost. The Village and the Association agree that the Village shall pay the cost of premiums for the insurance coverage provided by §15.1 of this Agreement as follows:

a) HMO -- Employee and dependents - share in the premium costs as outlined in Section 11.2(b).

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

- Retired individual - 100% less the monthly employee premium contribution rate as outlined in Section 11.2(b).
- Retiree's spouse and dependents - shall be entitled to be enrolled and the retiree shall pay 100% of the additional premium for such coverage.
- The Village shall apply the current monthly premium for single (HMO) (less the monthly employee premium contribution rate) coverage to the retired employee's medical plan of choice currently offered by the Village.
- In the event a retiring member relocates from the State of Illinois and the HMO program is unavailable to that member, the member shall receive a cash reimbursement equal to one hundred percent (100%) of the cost of member HMO premiums that are in effect at that time minus the then current monthly premium for single HMO coverage. The retiree shall pay all premium costs due directly to the Village finance department.

b) Employee Premium Sharing

Plan participants providing for individual coverage and/or family coverage shall contribute toward monthly premium costs through payroll as follows: (The "w/wellness" rates

are discounted based on completion of the employee wellness screening as outlined below in the employee wellness incentive.)

w/Wellness Rates	1/1/2015	Upon Ratification	1/1/2017	1/1/2018	1/1/2019
<b>HMO</b>					
EMPLOYEE	\$30.00	\$35	\$40	\$45	\$50
EMPLOYEE + CHILDREN	\$65.00	\$70	\$75	\$80	\$85
EMPLOYEE + SPOUSE	\$70.00	\$75	\$80	\$85	\$90
FAMILY	\$100.00	\$125	\$135	\$150	\$175
<b>HDHP/HSA PLAN</b>					
EMPLOYEE	\$15.00	\$20	\$25	\$30	\$35
EMPLOYEE + CHILDREN	\$25.00	\$30	\$35	\$40	\$45
EMPLOYEE + SPOUSE	\$30.00	\$35	\$40	\$45	\$50
FAMILY	\$35.00	\$40	\$45	\$50	\$55
<b>SILVER PLAN</b>					
EMPLOYEE	\$65.00	\$70	\$80	\$90	\$100
EMPLOYEE + CHILDREN	\$130.00	\$140	\$150	\$160	\$170
EMPLOYEE + SPOUSE	\$135.00	\$145	\$155	\$165	\$175
FAMILY	\$200.00	\$210	\$235	\$255	\$275
<b>GOLD PLAN</b>					
EMPLOYEE	\$175.00	\$190	\$205	\$220	\$235
EMPLOYEE + CHILDREN	\$325.00	\$350	\$375	\$405	\$435
EMPLOYEE + SPOUSE	\$340.00	\$366	\$393	\$422	\$454
FAMILY	\$440.00	\$550	\$650	\$760	\$800

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

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

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

c) Wellness Incentive (All Plans):

1. The Village will conduct on-site health screenings scheduled by the Village on predetermined dates each calendar year for the employee.

The Village will pay for the cost of the health screening for full-time employees, and their spouses who are currently enrolled on the Village medical plan.

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

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

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

d) HDHP/HSA

Annual Deductible:

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

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

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

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

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

EE:	\$3,500 per annum
EE + Spouse:	\$7,000 per annum

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

Employer contribution to HSA:

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

Prescription Drugs / Emergency Room Co-pays:

The prescription drug benefit will 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.

The emergency room benefit will be subject to the annual deductible; however once the deductible is satisfied emergency room benefits will be subject to a \$150 co-pay after the deductible is satisfied. All co-pays and deductibles will be subject to a maximum annual out-of-pocket limit in the amount of \$5,950 per single coverage and \$11,900 per family coverage. \*This limit does not apply to deductible and expenses for out-of-network services if the plan uses a network of providers. Instead only deductibles and out-of-pocket expenses for services within the network should be used to figure whether the limit applies.

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

Section 11.3. 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. Any questions or disputes concerning said insurance policies and/or benefit plan descriptions or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and/or benefit plan descriptions and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) from any liability it may have to the Village, employee or beneficiary of any Village employee, by reason of said insurance policy.

Section 11.4. Life Insurance. The Village shall provide, at no cost to the employee, life insurance coverage at least equal to two years' annual base salary of the employee up to a maximum of \$150,000.00.

Section 11.5. Vision Care. Provides vision coverage for employee and eligible dependents at no additional premium cost. Refer to the plan summary for coverage details.

Section 11.6. Permanent Partial and Permanent Total Disability. The village shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group benefits:

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

3. Life insurance benefits, equal to those of current full time employees, including eligible dependents.

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

Section 11.7. Insurance for Surviving Spouse. The village shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group hospitalization and major medical benefits, provided these individuals pay the monthly premium charge for this coverage to the village. Such premiums shall be made available at group rates.

In the event that the deceased employee is killed in the line of duty the surviving spouse and eligible dependents of such employee shall be provided with health and dental benefits equal to those prior to the employee's death and the cost of such benefits shall be paid entirely by the village.

Section 11.8. PEHP Re-Opener. Effective on or after December 1, 2001, the Association upon thirty days' written notice shall have the right to reopen this Agreement for the sole purpose of discussing with the Village the diversion of additional existing salary to the PEHP. These discussions shall only relate to existing salary levels and shall in no way be construed to be for the purpose of increasing salary levels.

## **ARTICLE XII**

### **CHECKOFF**

Section 12.1. Checkoff . As an Accommodation to the Association and while this Agreement is in effect, the Village may deduct from each employee's paycheck once each pay period a uniform, regular, monthly Association dues for each employee who has filed with the Village a voluntary, effective authorization. An Association member desiring to revoke the checkoff may do so by thirty (30) days written notice to the Employer at any time.

## **ARTICLE XIII**

### **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.



**ARTICLE XIV**

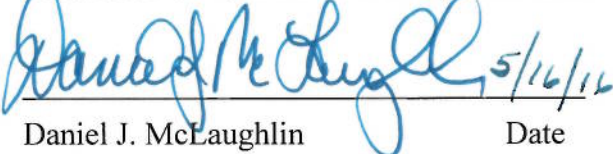
**TERMINATION**

Section 14.1. Termination. This Agreement shall be effective as of May 1, 2015 and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2019.

The parties agree that if either party requests to meet and confer regarding the matters contained herein the party shall notify the other in writing at least 120 days prior to the date of expiration of this Agreement.

SIGNED:

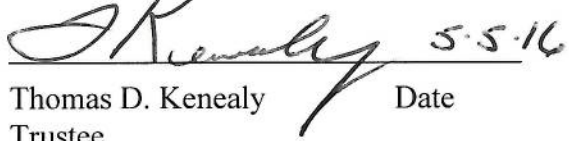
VILLAGE OF ORLAND PARK, ILLINOIS

 5/16/16


Daniel J. McLaughlin Date  
Village President

SIGNED:

ORLAND PARK POLICE  
SUPERVISOR'S ASSOCIATION


 5-5-16

Thomas D. Kenealy Date  
Trustee

 5/20/16

John C. Mehalek Date  
Village Clerk

\_\_\_\_\_  
Date

 5/13/16

Paul G. Grimes Date  
Village Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Executed this 13<sup>th</sup> day of May, 2016

MEET AND CONFER AGREEMENT

The Village of Orland Park (hereinafter the "Village") and the Orland Park Police Supervisors Association (hereinafter the "OPPSA") agree to the following terms and conditions regarding representational issues involving officers employed in the classifications of Commander and Deputy Chief:

1. The OPPSA has filed an amended "RC" petition for the following bargaining unit:

**Included:** All full-time sworn supervisory peace officers in the ranks of Sergeant and Lieutenant working for the Village of Orland Park.

**Excluded:** All other employees working for the Village of Orland Park including the Police Chief, Deputy Chief, Commanders, Patrol Officers, and all other supervisory, managerial and confidential employees as defined by the Act.

2. The Village has voluntarily stipulated to an election in the above described bargaining unit.
3. A consent election in said unit took place on July 17, 1997 and OPPSA prevailed in the election. The Illinois State Labor Relations Board issued a Certification of Representative for OPPSA on July 30, 1997 for said unit.
4. The Village agrees that any officer employed in the classifications of Deputy Chief or Commander may maintain his or her membership in the OPPSA.
5. The OPPSA agrees to create a category of membership in OPPSA for employees of the Village in the classifications of Deputy Chief and Commander that makes such individuals ineligible to vote with respect to ratifications of contracts or participate in the negotiation process

or engaging in other similar matters affecting the certified unit consisting of Sergeants and Lieutenants.

6. The OPPSA agrees that no one employed in the classifications of Deputy Chief or Commander will be permitted to participate in the negotiation process for the unit consisting of Sergeants and Lieutenants.

7. Nothing in the foregoing Paragraphs 5 and 6 shall be construed as limiting the rights of Deputy Chief and Commander members to participate in the meet and confer process and ratification of any agreement resulting from such process described in this Agreement.

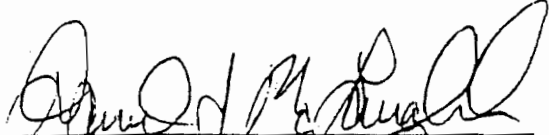
8. The Village agrees to meet and confer with officers employed in the classifications of Deputy Chief and Commander and to allow the OPPSA to represent them for the purpose of meeting and conferring as to the wages and fringe benefits of such employees. The Village further agrees that the meetings and discussions between the parties for the classifications of Deputy Chief and Commander shall be conducted in accordance with the procedures described in this Meet and Confer Agreement.

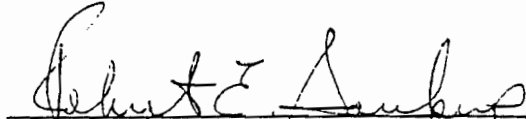
9. Representatives of the Village and the OPPSA as the representative of the occupational category consisting of the Deputy Chief and Commanders, shall meet for the purpose of discussing in good faith wages and fringe benefits of such employees. The meetings shall be timed so as to facilitate the Village's budgetary processes. The meetings shall ordinarily proceed as follows:

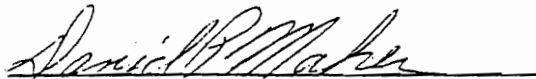
Deputy Chief and/or Commander according to terms that are like the terms applicable to the unit consisting of Sergeants and Lieutenants.

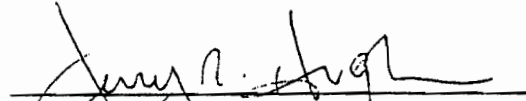
VILLAGE OF ORLAND PARK


ORLAND PARK POLICE  
SUPERVISORS' ASSOCIATION

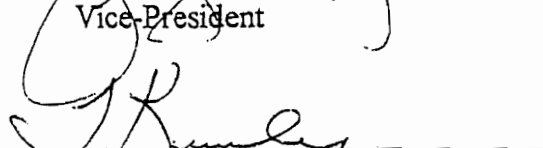
  
Village President

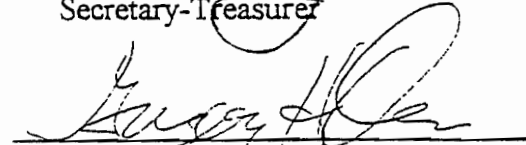
  
President

  
Village Clerk

  
Vice-President

  
Village Manager

  
Secretary-Treasurer

  
Trustee

Executed this 4<sup>TH</sup> day of NOVEMBER, 1998

**ORDINANCE NUMBER 1189, SHORT TERM DISABILITY**

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

**Section 1**

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

**Section 2**

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

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

**Section 3**

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

**Section 4**

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

**Section 5**

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

**Section 6**

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

**Section 7**

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

**Section 8**

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

**Section 9**

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

**Section 10**

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

**Section 11**

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

**Passed this 12<sup>th</sup> day of July, 1982.**

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

**Deposited in my office this 12<sup>th</sup> day of July, 1982**

Signed by Village Clerk:	Anne M. Limanowski
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**Approved this 12<sup>th</sup> day of July, 1982**

Signed by Village President:	Melvin Doogan
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## ATTACHMENT B

### **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 8 months.
  - iv. The payments are retro to the date the employee was removed from Village payroll. Thus, if employee is removed from payroll on January 1 and the Police Disability Pension is approved on June 1, retro pay would be paid in accordance with the schedule above, the employee would remain on the biweekly payroll in addition to the pension for up to a maximum of 12 months, December 31 (from the date of unpaid status).
  - v. This time is considered "bad time" for pension purposes.
  - vi. Pension, state taxes are not taken from the pension payments.
  - vii. Federal taxes and state taxes are deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, insurance premium, pension contribution).
  - viii. At the end of the 12 months the employee is removed from the Village's biweekly payroll and is paid the 50% Police Disability Pension.
  - ix. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is

also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

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

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

**3. Village STD Program and Police Disability Pension.**

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



# VILLAGE OF ORLAND PARK

## Ordinance No: 4690

ORDINANCE AMENDING ORDINANCE NUMBER 1189 (SHORT TERM DISABILITY)

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

### SECTION 1

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

### SECTION 2

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

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

### SECTION 3

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

### SECTION 4

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

### SECTION 5

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

# VILLAGE OF ORLAND PARK

## Ordinance No: 4690

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

### SECTION 6

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

### SECTION 7

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

### SECTION 8

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

### SECTION 9

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

### SECTION 10

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

### SECTION 11

# VILLAGE OF ORLAND PARK

## Ordinance No: 4690

That this Ordinance shall become and be effective from and after January 1, 2012, following its passage and approval as provided by law.

---

PASSED this 19th day of December, 2011

*/s/ David P. Maher*

**David P. Maher, Village Clerk**

**Aye:** 7 Trustee Fenton, Trustee O'Halloran, Trustee Dodge, Trustee Schussler, Trustee Gira,  
Trustee Griffin Ruzich, and President McLaughlin

**Nay:** 0

DEPOSITED in my office this 19th day of December, 2011

*/s/ David P. Maher*

**David P. Maher, Village Clerk**

APPROVED this 19th day of December, 2011

*/s/ Daniel J. McLaughlin*

**Daniel J. McLaughlin, Village President**

PUBLISHED this 20th day of December, 2011

*/s/ David P. Maher*

**David P. Maher, Village Clerk**

## ATTACHMENT B

### 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)

#### 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 6 months from the date of the application for the Police Disability Pension.
  - i. Employee pays the current employee insurance rate in a separate check to payroll to maintain insurance benefits.
  - ii. No payroll deductions are made as employee is in an unpaid status.
  - iii. Considered "bad time" for pension purposes.
- e. The Police Disability Pension is approved by the Pension Board.
  - i. Police Disability Pension starts on the day the employee is removed from the Village payroll.
  - ii. This would be the day the employee entered an unpaid status.
- f. Village processes payment to employee in accordance with Section 11.6 Leave for Illness, Injury or Pregnancy of the collective bargaining agreement (assume non-duty related for example purposes). Village payments are made directly to the employee by the short-term disability administrator.
  - i. Pension pays 50%, Village pays 50% for 2 months.
  - ii. Pension pays 50%, Village pays 45% for 2 months.
  - iii. Pension pays 50%, Village pays 40% for 8 months.
  - iv. The payments are retro to the date the employee was removed from Village payroll. Thus, if employee is removed from payroll on January 1 and the Police Disability Pension is approved on June 1, retro pay would be paid in accordance with the schedule above, the employee would remain on the biweekly payroll in addition to the pension for up to a maximum of 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 are deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, insurance premium, pension contribution).
  - viii. At the end of the 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 Fort Dearborn Life Insurance to determine the cost of converting the policy.

2. **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 are deducted from the STD weekly benefit payment; the employer will make arrangements with the employee to process the other payroll deductions (ie, pension contribution, insurance premium).
  - g. At the end of the 26 weeks employee returns to work, runs out accruals, leaves employment, or becomes a Police Disability Pensioner (if applied for and approved).
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 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.
  - f. Payroll deductions will not be taken from these payments. The employer will make arrangements with the employee to process the other payroll deductions (ie, pension contribution, insurance premium).
    - i. 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.
    - ii. The employee is now considered a Police Disability Pensioner and is no longer in an active employment status. They receive the 50% Police Disability Pension and are responsible for the full insurance premium to continue medical, dental, or vision coverage. Life insurance coverage is also cancelled at this time. Disability Pensioners can contact Fort Dearborn Life Insurance to determine the cost of converting the policy.

ATTACHMENT C

Village of Orland Park					
Deputy Chief and Commanders					
Pay Rates 5/1/2015 - 4/30/2019		Effective Date	Step 5	Step 6	Step 7
<b>Police Commander</b>		<b>5/1/2014</b>	\$111,971.86	\$116,076.20	\$120,385.69
<b>Grade 364 POS 49</b>			\$53.8300	\$55.8100	\$57.8800
		<b>5/1/2015</b>	\$114,649.60	\$118,872.00	\$123,281.60
		<b>2.40%</b>	\$55.1200	\$57.1500	\$59.2700
		<b>5/1/2016</b>	\$117,649.60	\$121,872.00	\$126,281.60
		<b>\$3,000 added to base</b>	\$56.5600	\$58.5900	\$60.7100
		<b>5/1/2016</b>	\$120,473.60	\$124,800.00	\$129,313.60
		<b>2.40%</b>	\$57.9200	\$60.0000	\$62.1700
		<b>5/1/2017</b>	\$123,364.80	\$127,795.20	\$132,412.80
		<b>2.40%</b>	\$59.3100	\$61.4400	\$63.6600
		<b>5/1/2018</b>	\$126,318.40	\$130,852.80	\$135,595.20
		<b>2.40%</b>	\$60.7300	\$62.9100	\$65.1900
<b>Deputy Chief of Police</b>		<b>5/1/2014</b>	\$115,846.86	\$119,950.89	\$124,260.68
<b>Grade 365 POS 48</b>			\$55.7000	\$57.6700	\$59.7400
		<b>5/1/2015</b>	\$118,643.20	\$122,824.00	\$127,233.60
		<b>2.40%</b>	\$57.0400	\$59.0500	\$61.1700
		<b>5/1/2016</b>	\$122,643.20	\$126,824.00	\$131,233.60
		<b>\$4,000 added to base</b>	\$58.9600	\$60.9700	\$63.0900
		<b>5/1/2016</b>	\$125,590.40	\$129,854.40	\$134,368.00
		<b>2.40%</b>	\$60.3800	\$62.4300	\$64.6000
		<b>5/1/2017</b>	\$128,606.40	\$132,974.40	\$137,592.00
		<b>2.40%</b>	\$61.8300	\$63.9300	\$66.1500
		<b>5/1/2018</b>	\$131,684.80	\$136,156.80	\$140,899.20
		<b>2.40%</b>	\$63.3100	\$65.4600	\$67.7400

my

# Plan Comparison

## factsheet

VILLAGE OF ORLAND PARK BENEFITS PROGRAM

EFFECTIVE JANUARY 1, 2016 / AFSCME, DCC &amp; OPPSA

**IN-NETWORK\***HMO ILLINOIS  
(H00004)HDHP/HSA  
(P69983)SILVER  
(P40369)GOLD  
(P40366)**PROGRAM BASICS**

<b>Individual Deductible</b> —Must be met before plan benefits are paid.	NONE	\$2,600**	\$1,000	\$200
<b>Family Deductible</b> —Must be met before plan benefits are paid.	NONE	\$5,200**	\$3,000	\$600
<b>Individual HSA Village Contribution***</b>	\$0	\$1,040	\$0	\$0
<b>Family HSA Village Contribution***</b>	\$0	\$2,080	\$0	\$0
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit****</b>	\$1,500	\$5,950	\$1,500	\$500
<b>Family Coverage Out-of-Pocket Expense (OPX) Limit****</b>	\$3,000	\$11,900	\$4,500	\$1,500
<b>Rx Individual Out-of-Pocket Expense (OPX) Limit</b>	\$3,000	Included In Medical	\$3,000	\$3,000
<b>Rx Family Out-of-Pocket Expense (OPX) Limit</b>	\$6,000	Included In Medical	\$6,000	\$6,000

**PHYSICIAN SERVICES**

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

**HOSPITAL SERVICES**

<b>Emergency Room Copay</b> —Waived if admitted.	\$150 copay	\$150 copay <sup>††</sup>	\$150 copay	\$150 copay
<b>Inpatient Hospital Services</b>	100%	100%	80%	100%
<b>Outpatient Hospital Services</b>	100%	100%	80%	100% (deductible waived)
<b>Outpatient Surgery &amp; Diagnostics</b>	100%	100%	80%	100% (deductible waived)
<b>Medical / Surgical Services</b>	100%	100%	80%	90%

**PRESCRIPTION DRUGS**

<b>Retail</b> Copayments are for up to a 34-day supply at a contracting retail pharmacy.	\$10 / \$15 / \$25	\$0 / \$20 / \$40 <sup>††</sup>	\$10 / \$30 / \$50	\$10 / \$15 / \$25
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**ADDITIONAL SERVICES**

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

**MY BENEFIT COST**Monthly Amount You Pay with  
Wellness Incentive<sup>†</sup>

- You Only
- You + Spouse
- You + Kid(s)
- Family

REFER TO YOUR RESPECTIVE  
COLLECTIVE BARGAINING AGREEMENT.

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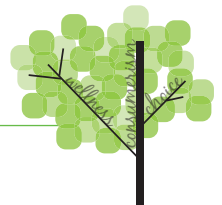
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VILLAGE OF ORLAND PARK BENEFITS PROGRAM

EFFECTIVE JANUARY 1, 2017 / DCC

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

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

**PHYSICIAN SERVICES**

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

**HOSPITAL SERVICES**

<b>Emergency Room Copay</b> —Waived if admitted.	\$150 copay	\$150 copay <sup>††</sup>	\$150 copay	\$150 copay
<b>Inpatient Hospital Services</b>	100%	100%	80%	100%
<b>Outpatient Hospital Services</b>	100%	100%	80%	100% (deductible waived)
<b>Outpatient Surgery &amp; Diagnostics</b>	100%	100%	80%	100% (deductible waived)
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<b>Therapy Services – Speech, Occupational and Physical</b> • Limited to 60 visits per therapy per calendar year.	100%	100%	80%	90%

**MY BENEFIT COST** Monthly Amount You Pay with Wellness Incentive<sup>†</sup>

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

\* Out-of-network coverage information is detailed in the Certificates of Health Care Benefits prepared by BCBS. Available at [www.myOPforEmployees.org](http://www.myOPforEmployees.org).

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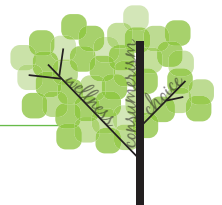
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EFFECTIVE JANUARY 1, 2018 / DCC

**IN-NETWORK\***HMO ILLINOIS  
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<b>Family HSA Village Contribution***</b>	\$0	\$2,800	\$0	\$0
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit****</b>	\$1,500	\$5,950	\$1,500	\$500
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**MY BENEFIT COST** Monthly Amount You Pay with Wellness Incentive<sup>†</sup>

• <b>You Only</b>	\$45.00	\$30.00	\$90.00	\$220.00
• <b>You + Spouse</b>	\$85.00	\$45.00	\$165.00	\$422.00
• <b>You + Kid(s)</b>	\$80.00	\$40.00	\$160.00	\$405.00
• <b>Family</b>	\$150.00	\$50.00	\$255.00	\$760.00

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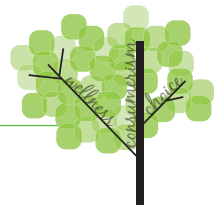
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**MY BENEFIT COST** Monthly Amount You Pay with Wellness Incentive<sup>†</sup>

• <b>You Only</b>	\$50.00	\$35.00	\$100.00	\$235.00
• <b>You + Spouse</b>	\$90.00	\$50.00	\$175.00	\$454.00
• <b>You + Kid(s)</b>	\$85.00	\$45.00	\$170.00	\$435.00
• <b>Family</b>	\$175.00	\$55.00	\$275.00	\$800.00

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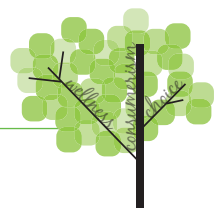
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**ORLAND PARK POLICE DEPARTMENT  
GENERAL ORDER**

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

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INDEX AS:

22.3.1 MEDICAL EXAMINATIONS

22.3.2 PHYSICAL FITNESS PROGRAM

22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

22.3.4 PHYSICAL FITNESS PROGRAM COORDINATOR RESPONSIBILITIES

PURPOSE:

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

DEFINITIONS:

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

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

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

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

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

ORDER:

22.3.1 MEDICAL EXAMINATIONS

- A. Pre-entry medical examinations.

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

B. Post entry medical examinations.

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

C. Medical Examination Costs

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

### 22.3.2. PHYSICAL FITNESS PROGRAM

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

### 22.3.3 PHYSICAL FITNESS TESTING AND STANDARDS

A. Testing.

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

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

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

B. Standards.

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

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

C. Record keeping.

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

D. Performance Evaluation.

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

E. Administrative review.

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



**ORLAND PARK POLICE DEPARTMENT  
GENERAL ORDER**

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

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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.



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

Effective: May 1, 2007

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

**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 .....	7
	A. Pre-Employment Testing .....	7
	B. Reasonable Suspicion Testing .....	7
	C. Return-to-Duty Testing.....	7
	D. Follow-Up Testing.....	8
VII.	TESTING AND REPORTING PROCEDURES.....	9
	A. Alcohol Testing and Reporting.....	9
	B. Drug Testing and Reporting.....	10
VIII.	CONSEQUENCES FOR VIOLATING ALCOHOL	

OR DRUG PROHIBITIONS .....11

A. Applicants for Employment.....11

B. Employees.....12

IX. CONFIDENTIALITY AND RECORDKEEPING.....12

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 who do not perform safety-sensitive functions.

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

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

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

**B. Employee and Management Responsibilities**

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

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

**II. PERSONS SUBJECT TO TESTING**

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

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

### **III. POLICY COMMUNICATION AND TRAINING**

#### **A. Employees**

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

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

#### **B. Supervisory Employees**

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

### **IV. EMPLOYEE ASSISTANCE**

#### **A. Employee Assistance Program**

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

**B. Employee Admission of Alcohol/Drug Use**

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

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

In accordance with this program, an employee:

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

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

**V. PROHIBITED CONDUCT**

**A. Alcohol**

1. Alcohol Concentration

All persons covered by this policy are prohibited from reporting to duty or remaining on duty while having an alcohol concentration of 0.04 or

greater. No Village supervisory person having actual knowledge that a covered employee has consumed alcohol during the work day or within four hours of beginning the work day, shall permit the employee to work or continue to work.

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

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

3. On Duty Prohibitions

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

4. Pre-Duty Use

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

5. Use Following an Accident

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

**B. Drugs**

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

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



**C. Conduct that Constitutes a Refusal to Test**

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

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

## **VI. TESTING CIRCUMSTANCES**

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

### **A. Pre-Employment Testing**

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

### **B. Reasonable Suspicion Testing**

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

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

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

### **C. Return-to-Duty Testing**

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

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

**D. Follow-Up Testing**

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

**VII. TESTING AND REPORTING PROCEDURES**

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

**A. Alcohol Testing and Reporting**

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

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

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

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

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

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

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

#### **B. Drug Testing and Reporting**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VIII. CONSEQUENCES FOR VIOLATING ALCOHOL AND DRUG PROHIBITIONS**

**A. Applicants for Employment**

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

**B. Employees**

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

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

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

**IX. CONFIDENTIALITY AND RECORDKEEPING**

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

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

## **Appendix A. Definitions**

### **Alcohol Concentration (or content)**

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

### **Controlled Substance**

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

### **Disabling damage**

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

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

### **Safety-Sensitive Function**

- (1) For positions covered under the Federal Motor Carrier Safety Administration (FMCSA) regulations, a safety sensitive function applies to employees who hold a commercial driver’s license (“CDL”) and operate a commercial motor vehicle for the Village and means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:
  - (a) All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;

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

### **Substance Abuse Counselor**

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



**Appendix B. Condition of Employee Report**

Name of Observed Employee: \_\_\_\_\_

Job Title: \_\_\_\_\_

Observation Date/Day of Week: \_\_\_\_\_ / \_\_\_\_\_

Time Relieved of Duty: \_\_\_\_\_

Location Relieved of Duty: \_\_\_\_\_

**APPEARANCE:**

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

**BEHAVIOR:**

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

**MOOD:**

Mood changes        Yes \_\_\_ No \_\_\_  
Isolating              Yes \_\_\_ No \_\_\_  
Nervousness          Yes \_\_\_ No \_\_\_  
Belligerent            Yes \_\_\_ No \_\_\_  
Aggressive            Yes \_\_\_ No \_\_\_  
Unusually quiet       Yes \_\_\_ No \_\_\_  
Unusually talkative   Yes \_\_\_ No \_\_\_

**OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

Name of supervisor: \_\_\_\_\_

Signature of supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Name of additional supervisor: \_\_\_\_\_

Signature of additional supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

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