

**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, 2023 – APRIL 30, 2027**

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**Attachment B**      Ordinance No. 1189 AND Ordinance No. 4690

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## **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**

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 one (1) hour. 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 6.4 401(a) & Sick Leave Buy Back Upon Retirement.

The Village has established a Sick-Time Buy Back Program under a Section 401(a) Plan for Association members. As described below and in the plan document, Sick-Time Buy Back is paid into the 401(a) Plan. The terms of the 401(a) Plan are fully described in the Summary Plan Document. Under this plan the Village makes an annual contribution to the plan that is equal to the product of: the Participant's current straight-time hourly rate (or the equivalent) multiplied by the lesser of: (i) 25% of the Participant's "eligible sick-time hours" or (ii) the Participant's "eligible sick-time hours" in excess of 400. A Participant's "eligible sick-time hours" in the sick-time bank shall be reduced by the number of hours determined under this Agreement. A Participant's "eligible sick-time hours" mean his hours of accrued and unused sick time, as defined in this Agreement in the Participant's sick-time bank as of November 30 of the Plan Year for which the contribution is being made. The minimum "eligible sick-time hours" for Annual Contributions is more than 400 hours. The amount of the "retirement Employer Contribution" shall be equal to the product of: (a) the Participant's current straight-time hourly rate (or the equivalent) multiplied by (b) the following, as applicable: (i) if the Participant first entered a bargaining unit covered by an agreement before January 1, 1999, 100% of his "eligible accrued, unused sick-time and vacation hours" or (ii) if the Participant first entered a bargaining unit covered by an agreement on or after January 1, 1999, 100% of his "eligible accrued, unused sick-time and vacation hours" in excess of 400 hours. "Eligible accrued, unused sick-time and vacation hours" is defined by this Agreement.

Section 6.5. Annual Sick Leave Buy Back. Amend as follows: The Village, on an annual basis, will pay an Association member 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 Association member must have used four (4) or less sick days during that calendar year.

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

## **ARTICLE 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 be taken in accordance with the Illinois Family Bereavement Leave Act.

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 Association member 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. Notwithstanding anything to the contrary in this Section or this Agreement, if the police officer is not receiving disability from the Police Pension Board but qualifies under Ordinance No. 1189 or 4690 as applicable, employees covered by this Agreement shall be entitled to the same short term disability benefits as may be agreed to between the Village and its Patrol Officers.

(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.

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 two (2) hour 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 Attachment C, which reflects the following annual pay adjustments:

2023 3%

2024 = 3%

2025 = 3%

2026 = 3%

**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 employee's personnel file. Thereafter, the employee will be able to participate in the program. Documents to establish eligibility should only thereafter be submitted if the employee becomes eligible for an advanced level in the program.

(c.) Education incentive 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 per year per employee toward said clothing cost.

## **ARTICLE XI - INSURANCE**

**Section 11.1. Coverage.** The Village shall make available to bargaining unit 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 an approved HMO plan. Employees shall be afforded an opportunity to change their enrollment in plans offered by the Village annually during the Village's open enrollment period.

The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement. Prior to implementing any change, the Village shall notify the Association at least 30 days prior to any changes and, if requested, schedule a meeting to discuss any changes in accordance with Article II. Employee deductibles, co-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.

**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 §11.1 of this Agreement as follows:

- a) Employee Premium Sharing: Plan participants providing for individual coverage and/or family coverage shall contribute toward monthly premium costs through pre-tax payroll deduction effective January 1 each year as follows:



<b>HMO Blue Advantage</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$70.21 (10%)	10%	10%	10%	10%
Employee + Spouse	\$138.86 (10%)	10%	10%	10%	10%
Employee + Child(ren)	\$133.26 (10%)	10%	10%	10%	10%
Family	\$206.18 (10%)	10%	10%	10%	10%

<b>PPO SILVER</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$185.02 (20%)	22%	23%	24%	25%
Employee + Spouse	\$354.13 (20%)	23%	26%	29%	30%
Employee + Child(ren)	\$339.72 (20%)	23%	26%	29%	30%
Family	\$514.96 (20%)	23%	26%	29%	30%

<b>HDHP/HSA-PPO</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
Employee Only	\$63.27 (8%)	8%	8%	8%	8%
Employee + Spouse	\$129.04 (8%)	8%	8%	8%	8%
Employee + Child(ren)	\$123.44 (8%)	8%	8%	8%	8%
Family	\$191.59 (8%)	8%	8%	8%	8%

**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. Beginning January 1, 2013, employees who choose not to participate in the employee health screening for that plan year are not eligible for the discounted rates in that plan year.
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.

b) **HDHP/HSA: Annual Deductible:** For plan years covered by this Agreement, the annual deductibles for the HDHP/HSA plans will be:

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

c) **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.

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

e) **Emergency Room Co-pays:** Emergency room benefit will again be subject to the annual deductible; however, once the deductible is satisfied emergency room benefits will be subject to a \$150 co-pay after the deductible is satisfied. All co-pays and deductibles will be subject to a maximum annual out-of-pocket limit in the amount of \$5,950 per single coverage and \$11,900 per family coverage. \*This limit does not apply to deductible and expenses for out-of-network services if the plan uses a network of

providers. Instead only deductibles and out-of-pocket expenses for services within the network should be used to figure whether the limit applies.

f) 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.

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

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

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

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

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

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

i) If an officer leaves the State of Illinois after retirement and there are no HMO insurance benefits available to that officer, the affected officer shall receive a monthly payment equal to 100% of the then current monthly premium for single HMO coverage. Except that for employees hired on or after January 1, 2014 and before May 1, 2020, the affected officer shall receive a monthly payment equal to 90% of the then current monthly premium for single HMO coverage; and for employees hired on after May 1, 2020, there shall be no payment from the Village. This monthly payment will end of the last day of the month prior to the month the retired benefit continuant attains age 65 or Medicare eligibility, whichever is earlier.

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 group benefits in accordance with applicable law.

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 in accordance with applicable law.

#### **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, 2023 and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April 2027.

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:

THE VILLAGE OF ORLAND PARK

 8/21/23

VILLAGE PRESIDENT DATE

 8/21/23

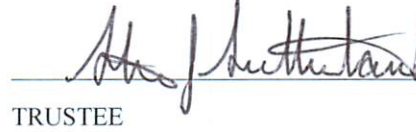
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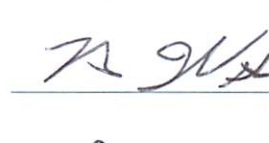
VILLAGE MANAGER DATE

SIGNED:

ORLAND PARK POLICE SUPERVISORS ASSOCIATION

 8/14/23

TRUSTEE DATE

 8/14/23

TRUSTEE DATE

 8/15/23

TRUSTEE DATE

 8/15/23

TRUSTEE DATE

EXECUTED THIS 21 DAY OF August, 2023



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.

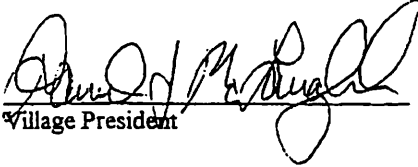
7. Nothing in the foregoing Paragraphs 5 and 6 shall be construed as limiting the rights of Deputy Chief and Commander members to participate in the meet and confer process and ratification of any agreement resulting from such process described in this Agreement.

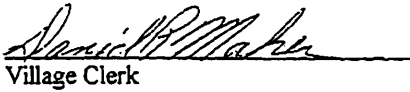
8. The Village agrees to meet and confer with officers employed in the classifications of Deputy Chief and Commander and to allow the OPPSA to represent them for the purpose of meeting and conferring as to the wages and fringe benefits of such employees. The Village further agrees that the meetings and 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.

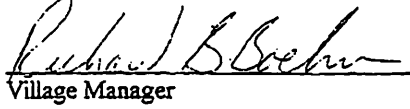
9. Representatives of the Village and the OPPSA as the representative of the occupational category consisting of the Deputy Chief and Commanders, shall meet for the purpose of discussing in good faith wages and fringe benefits of such employees. The meetings shall be timed so as to facilitate the Village's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

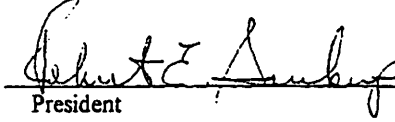
VILLAGE OF ORLAND PARK

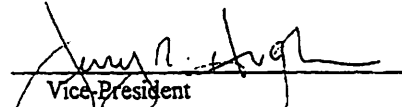
  
Village President

  
Village Clerk

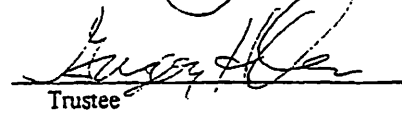
  
Village Manager

ORLAND PARK POLICE SUPERVISORS' ASSOCIATION

  
President

  
Vice President

  
Secretary-Treasurer

  
Trustee

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

## **Attachment B**

### **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.

Approved 7 12 1982

**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

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

Signed by Village President: Melvin Doogan

Approved 7/12/1982

## 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 shortterm 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.

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 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

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

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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

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**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

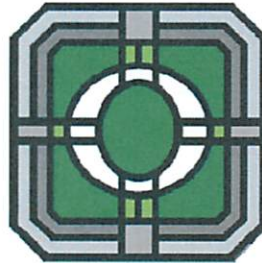
- a. The employee applies for the Police Disability Pension.
- b. The employee does not apply for the Village's STD program.
- c. The employee uses paid accrued time (sick, vacation, personal, holiday, compensatory time) while waiting for the approval of the Police Disability Pension.
  - i. Employee 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 shortterm 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 Commander 5/1/2023-4/30/2027		
		<b>Step</b>
<b>Police Commander</b>	<b>Effective Date</b>	<b>7</b>
<b>Grade 364 POS 49</b>		
	5/1/2023 - 4/30/2024	\$160,808.54
	3.00%	\$77.3118
	5/1/2024 - 4/30/2025	\$165,632.80
	3.00%	\$79.6312
	5/1/2025 - 4/30/2026	\$170,601.78
	3.00%	\$82.0201
	5/1/2026 - 4/30/2027	\$175,719.83
	3.00%	\$84.4807
<b>Deputy Chief of Police</b>	<b>Effective Date</b>	<b>7</b>
<b>Grade 365 POS 48</b>		
	5/1/2023 - 4/30/2024	\$174,369.94
	3.00%	\$83.3467
	5/1/2024 - 4/30/2025	\$179,601.04
	3.00%	\$86.3467
	5/1/2025 - 4/30/2026	\$184,989.07
	3.00%	\$88.9371
	5/1/2026 - 4/30/2027	\$190,538.74
	3.00%	\$91.6052

# ATTACHMENT D



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

Effective: January 01, 2020

**VILLAGE OF ORLAND PARK**

**DRUG AND ALCOHOL POLICY AND TESTING PROGRAM FOR NON-DOT REGULATED POSITIONS**

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## **I. OVERVIEW**

### **A. Statement of Purpose**

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

The purpose of this policy is to:

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

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

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

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

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

**B. Employee and Management Responsibilities**

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

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

**II. PERSONS SUBJECT TO TESTING**

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

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

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

#### **A. Employees**

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

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

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

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

### **IV. EMPLOYEE ASSISTANCE**

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

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

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

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

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

In accordance with this program, an employee:

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

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

**V. PROHIBITED CONDUCT**

**A. Alcohol**

**I. 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 illegal drugs or associated paraphernalia by any Village employee at any time is prohibited. The use, manufacture, distribution, dispensing, or possession of a controlled substance, including cannabis or marijuana, by any Village employee at any time while on Village property or on duty is prohibited. The use of cannabis while "on-call" or in any manner that would cause impairment while on duty, and use or possession in the workplace any time during the work day, including meal and break

periods, is prohibited. No employee shall knowingly permit an employee to work who is under the influence of a lawful, unlawful or unlawfully used controlled substance.

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

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

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

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

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

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

- Failure to appear for any test (except a pre-employment test) within a reasonable time as determined by the Village, after being directed todo so by the Village.

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

## **VI. TESTING CIRCUMSTANCES**

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

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

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

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

The Village has the sole discretion to decide when and under what circumstances an employee is fit to work. Testing on the basis of reasonable suspicion may include, but is not limited to: 1) observation of an employee acting or appearing in a manner which suggests drug or alcohol use, such as, behavior appearance, judgment, coordination, job performance and/or other conduct including, but not limited to, slurred speech, glassy eyes, unsteady walk, disorientation, significant or repeated lapses of concentration, emotional outbursts, substantial mood changes, the smell of alcohol on an employee's breath, etc.; 2) instances where the Village observes or receives credible information that the employee is using or has symptoms of drugs and/or alcohol use; and/or 3) other facts which support a reasonable belief that the employee is using or has symptoms of drugs and /or alcohol use in violation of this policy.

All employees covered by this policy shall submit to drug and alcohol tests when the Village has reasonable suspicion. Such requests will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. Any manager or supervisor who observes such characteristics or behavior must immediately notify Human Resources, make the required observations and complete a Condition of Employee Report.

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

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



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

In all cases where an employee is required to submit to a “reasonable suspicion” drug and alcohol test, the employee shall be removed from and not returned to service until the test results have been reported and confirmed as negative. Any employee for whom a determination of reasonable suspicion has been made shall be afforded a reasonable opportunity to contest that determination.

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

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

**D. Follow-Up Testing**

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

**VII. TESTING AND REPORTING PROCEDURES**

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

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

**A. Applicants for Employment**

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

**B. Employees**

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

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

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

**IX. CONFIDENTIALITY AND RECORDKEEPING**

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

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

## **Appendix A. Definitions**

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

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

### **Drugs**

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

### **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 revenueservice 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  
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 \_\_\_

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

Aggressive Yes No \_\_\_  
Unusually quiet Yes No \_\_\_  
Unusually talkative Yes \_\_\_ No \_\_\_

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.