

**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, 2007 – APRIL 30, 2011**

**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
Section 3.2. Compensatory Time.....	6-
7	
ARTICLE IV - HOLIDAYS.....	8
Section 4.1. Holidays .....	8
Section 4.2. Holiday Pay and Work Requirements.....	8
Section 4.3. Floating Holiday .....	8
ARTICLE V - VACATIONS .....	9
Section 5.1. Allowance .....	9
Section 5.2. Vacation Pay .....	9
Section 5.3. Accrual.....	9
ARTICLE VI - SICK LEAVE.....	10
Section 6.1. Allowance .....	10
Section 6.2. Days Earned in Accumulation .....	10
Section 6.3. Sick Leave Utilization.....	10
Section 6.4. Sick Leave Buy Back Upon Retirement.....	10

Section 6.5. Annual Leave Buy Back.....	11
ARTICLE VII - ADDITIONAL LEAVES OF ABSENCE .....	12
Section 7.1. Discretionary Leaves .....	12
Section 7.2. Application for Leave .....	12
Section 7.3. Military Leave.....	12
Section 7.4. Voting Leave.....	12
Section 7.5. Funeral Leave .....	12
Section 7.6. Leave for Illness.....	13
Section 7.7 Personal Leave Days.....	14
Section 7.8. Non-Employment Elsewhere .....	14
ARTICLE VIII - JOB RELATED TRAINING AND EDUCATION PROGRAMS .....	15
Section 8.1. Tuition Reimbursement .....	15
ARTICLE IX - WAGES .....	15
Section 9.1. Wage Schedule.....	15
Section 9.2. Service Longevity .....	15
Section 9.3. Educational Incentive.....	16
ARTICLE X - UNIFORM AND CLOTHING ALLOWANCE.....	17
ARTICLE XI - INSURANCE .....	17
Section 11.1. Coverage .....	17
Section 11.2. Cost .....	18
Section 11.3. Terms of Insurance Policies to Govern.....	20
Section 11.4. Life Insurance .....	20
Section 11.5. Vision Care .....	20
Section 11.6. Physical Examinations.....	21

Section 11.7. Permanent Partial and Permanent Total Disability .....21

Section 11.8. Insurance for Surviving Spouse.....21

Section 11.9. PEHP Re-opener.....22

Section 12.1. Checkoff.....22

ARTICLE XIII - SAVINGS CLAUSE.....22

ARTICLE XIV - TERMINATION .....23

Section 14.1 Termination.....23

**ATTACHMENTS**

**Attachment A** Meet and Confer Agreement

**Attachment B** Ordinance No. 1189

**Attachment C** Salary Schedule

**Attachment D** Benefit Highlights

**Attachment E** Physical Fitness Program

**Attachment F** Crash Review

**Attachment G** Village of Orland Park Drug and Alcohol Policy and Testing Program for  
Non-Safety Sensitvie 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.

Section 3.2. Compensatory Time. Employees shall accrue compensatory time, at a rate of one and one-half hours per hour worked in excess of eighty-eight (88) hours per bi-weekly pay period. At no time may an employee accumulate more than forty (40) hours of comp-time. As

an exception, employees with a comp-time balance in excess of 40 hours at the time of this agreement will be capped at their current comp-time level.



## **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, shall pay officers at their current straight time hourly rate or equivalent in whole day increments for unused sick time as follows:

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

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

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, 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, 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. 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</b>	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>
<b>5</b>	\$1,800	\$1,900	\$2,000	\$2,100
<b>10</b>	\$2,200	\$2,300	\$2,400	\$2,500
<b>15</b>	\$2,500	\$2,600	\$2,700	\$2,800
<b>20</b>	\$2,800	\$2,900	\$3,000	\$3,100
<b>25</b>	\$3,300	\$3,400	\$3,500	\$3,600



For employees with 25 years or more of service and 15 or more years of supervisory longevity as of 6/16/03.

	<u>Years</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
	<b>25/15</b>	\$3,150	\$3,250	\$3,350	\$3,450
	<b>25/20</b>	\$3,400	\$3,500	\$3,600	\$3,700

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.

Effective the end of the day on April 30, 2003, delete Article IX §9.5 in its entirety and add the Commanders Annual Supervisory Stipend of \$9,500.00 into the base salary of Commanders as of April 30, 2003, as set forth in Appendix B, and add the Deputy Chiefs Annual Supervisory Stipend of \$10,500.00 into the base salary of Deputy Chief as of April 30, 2003, as set forth in Appendix B.

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):

	<u>2007</u>	<u>2008-2010</u>
Bachelor’s Degree	\$2,200	\$2,300
Master’s Degree	\$2,700	\$2,800

(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 may simply make a written request annually to the Chief of Police to participate in the program. Documents to establish eligibility should only thereafter be submitted if the employee becomes eligible for an advanced level in the program.

(c.) 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. The employee must submit the appropriate document and/or request to the Chief of Police before April 15<sup>th</sup>. Employees shall be eligible for only 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 \$900 per year per employee toward said clothing cost. Such payment shall be made annually in accordance with department special order S97-25.

## **ARTICLE XI**

### **INSURANCE**

Section 11.1. Coverage. The Village shall continue to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance (Blue Cross/Blue Shield, indemnity), and life insurance in effect as of May 1, 1997. The Village shall also continue to offer employees and their dependents the option to enroll in any approved HMO plan currently offered or a substantially similar alternative. Employees shall be afforded

an opportunity to change their enrollment plans offered by the Village annually. The Village and the Association mutually agree that the Village shall provide eye care/vision insurance for each employee and their dependents at no additional cost as provided by the “Vision Service Plan-Plan C” in effect on the date of this Agreement. The Village shall also offer employees who are under the age of 65 who retire during the life of this Agreement and their dependents, the option to participate in the indemnity or HMO plans offered by the Village to employees subject to their contribution of premium costs as provided in §15.2 of this Agreement. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement and as generally indicated by cover sheets in Appendix C. 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.

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.
- Employees who retire after 20 years of service and at 50 years of age of older:
  - Retired individual - 100%
  - Retiree’s spouse - shall be entitled to be enrolled and the retiree shall pay 100% of the additional premium (full Village premium consistent with the current COBRA rate) cost for such coverage.
  - For clarification this is the difference between the HMO employee +1 full premium rate and the HMO employee only full premium

rate. The retiree shall pay all premium costs due directly to the Village finance department.

This applies to HMO coverage only.

b) Indemnity/PPO

	<b>10/1/07</b>	<b>10/1/08</b>	<b>10/1/09</b>	<b>10/1/10</b>
PPO Single	\$70.00	\$75.00	\$80.00	\$ 85.00
PPO + 1	\$140.00	\$150.00	\$160.00	\$170.00
PPO Family	\$160.00	\$170.00	\$180.00	\$190.00
HMO Single	\$0	\$0	\$0	\$0
HMO + 1	\$0	\$0	\$0	\$0
HMO Family	\$10.00	\$15.00	\$20.00	\$25.00

Consumer Driven Health Plan/HSA, Single, +1 and Family \$0 each year for each category, deductibles consistent with IRS guidelines, prescriptions per plan design.

Prescriptions for PPO and HMO

Effective October 1 of the respective year

2007/2008	\$8	Generic
	\$12	Brand when a generic is not available
	\$20	Brand if a brand prescription is purchased and a generic is available
2009/2010	\$10	Generic
	\$15	Brand when a generic is not available
	\$25	Brand if a brand prescription is purchased an a generic is available

The Village shall apply the current monthly premium for single HMO coverage to the retired employee's medical plan of choice currently offered by the Village.

b) In addition, the PPO annual deductible per individual shall be \$200.00, with a family maximum of \$600.00 annually. The deductible amounts and levels of coverage shall not change during the term of this Agreement.

c) 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.

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

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

Section 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 coverage for employee and eligible dependents. Employee pays \$10.00 for eye exam and \$25.00 for materials to doctors/opticians participating

in the plan. Employee pays the entire amount to non-participating doctor/optician and is reimbursed according to the schedule.

Section 11.6. Physical Examinations. (Limited to PPO Plan Participants.) The Village shall reimburse an employee enrolled as a PPO Plan Participant for the cost of a physical examination, up to one hundred dollars (\$100.00) annually upon presentation of paid receipts.

Section 11.7. Permanent Partial and Permanent Total Disability. The village shall allow each former employee who at the time of separation is receiving a disability pension benefit and is physically or mentally unable to perform the duties of the position which the former employee held at the time of separation, to continue to receive the following group benefits:

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

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

Section 11.8. Insurance for Surviving Spouse. The village shall allow a surviving spouse and eligible dependents of a deceased employee, either active or retired at the time of death, to maintain group hospitalization and major medical benefits, provided these individuals pay the monthly premium charge for this coverage to the village. Such premiums shall be made available at group rates.

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

Article 11.9. 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, 2007 and shall remain in full force and effect until 11:59 p.m. on the 30<sup>th</sup> day of April, 2011.

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

[Signature] 4/2/08  
Village President Date

[Signature] 6/2/08  
Village Clerk Date

[Signature] 6/2/08  
Village Manager Date

Board approved  
11/19/07.  
SP.

SIGNED:

ORLAND PARK POLICE SUPERVISOR'S ASSOCIATION

[Signature] 6-5-08  
President Date

[Signature] 6-5-08  
Vice President Date

[Signature] 6-5-08  
Secretary Date

[Signature] 6-5-08  
Trustee Date

Executed this \_\_\_\_\_ day of \_\_\_\_\_,



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.

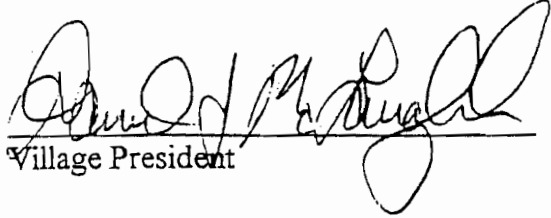
8. The Village agrees to meet and confer with officers employed in the classifications of Deputy Chief and Commander and to allow the OPPSA to represent them for the purpose of meeting and conferring as to the wages and fringe benefits of such employees. The Village further agrees that the meetings and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

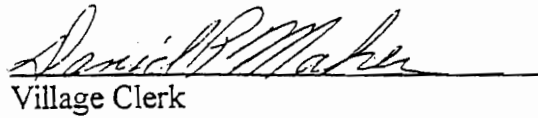
Deputy Chief and/or Commander according to terms that are like the terms applicable to the unit consisting of Sergeants and Lieutenants.

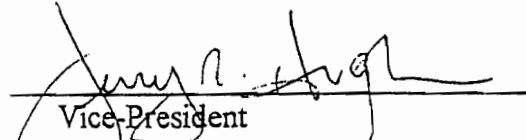
VILLAGE OF ORLAND PARK

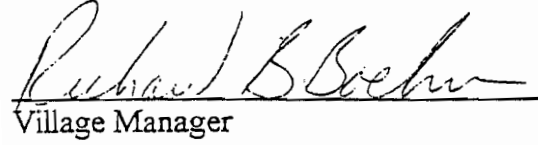
ORLAND PARK POLICE SUPERVISORS' ASSOCIATION

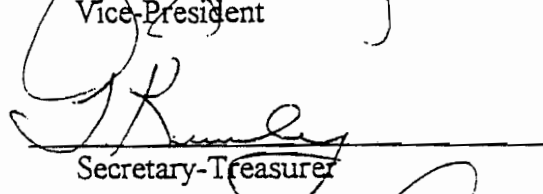
  
Village President

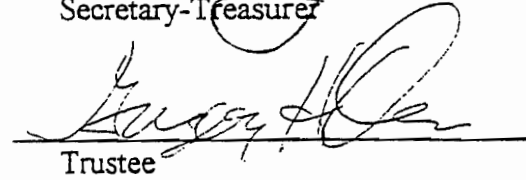
  
President

  
Village Clerk

  
Vice-President

  
Village Manager

  
Secretary-Treasurer

  
Trustee

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

## ORDINANCE NO. 1189

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

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

Section 1

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

Section 2

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

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

Section 3

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

Section 4

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

Section 5

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

## Clarification of the Coordination of Police Disability Pension Application and the Village's Short-Term Disability Program, Ordinance 1189

### 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).
  - i. Pension pays 50% , Village pays 50% on biweekly payroll for 2 months.
  - ii. Pension pays 50%, Village pays 45% on biweekly payroll for 2 months.
  - iii. Pension pays 50%, Village pays 40% on biweekly payroll 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).

Village of Orland Park		11/15/2007		Attachment C	
Commanders and Deputy Chief					
Pay Rates: 5/1/07 - 4/30/2010					
3.75% increase			Step 5	Step 6	Step 7
<b>Police Commander</b>	5/1/2006		\$85,569.45	\$88,826.30	\$92,245.94
<b>Grade 364 POS 49</b>			\$41.1392	\$42.7050	\$44.3490
	5/1/2007		\$87,569.45	\$90,826.30	\$94,245.94
	\$2,000 to base		\$42.1007	\$43.6665	\$45.3105
	5/1/2007		\$90,853.30	\$94,232.29	\$97,780.16
	3.75%		\$43.6795	\$45.3040	\$47.0097
	5/1/2008		\$94,260.30	\$97,766.00	\$101,446.92
	3.75%		\$45.3175	\$47.0029	\$48.7726
	5/1/2009		\$97,795.06	\$101,432.22	\$105,251.18
	3.75%		\$47.0169	\$48.7655	\$50.6015
	5/1/2010		\$101,462.38	\$105,235.93	\$109,198.10
	3.75%		\$48.7800	\$50.5942	\$52.4991
<b>Deputy Chief of Police</b>			<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>Grade 365 POS 48</b>	5/1/2006		\$86,717.05	\$89,973.66	\$93,393.54
			\$41.6909	\$43.2566	\$44.9007
	5/1/2007		\$90,217.05	\$93,473.66	\$96,893.54
	\$3,500 to base		\$43.3736	\$44.9393	\$46.5834
	5/1/2007		\$93,600.19	\$96,978.92	\$100,527.05
	3.75%		\$45.0001	\$46.6245	\$48.3303
	5/1/2008		\$97,110.20	\$100,615.63	\$104,296.81
	3.75%		\$46.6876	\$48.3729	\$50.1427
	5/1/2009		\$100,751.83	\$104,388.72	\$108,207.94
	3.75%		\$48.4384	\$50.1869	\$52.0230
	5/1/2010		\$104,530.02	\$108,303.29	\$112,265.74
	3.75%		\$50.2548	\$52.0689	\$53.9739

Village of Orland Park		11/15/2007		Attachment C	
Commanders and Deputy Chief					
Pay Rates: 5/1/07 - 4/30/2010					
3.75% increase			Step 5	Step 6	Step 7
<b>Police Commander</b>	5/1/2006		\$85,569.45	\$88,826.30	\$92,245.94
<b>Grade 364 POS 49</b>			\$41.1392	\$42.7050	\$44.3490
	5/1/2007		\$87,569.45	\$90,826.30	\$94,245.94
	\$2,000 to base		\$42.1007	\$43.6665	\$45.3105
	5/1/2007		\$90,853.30	\$94,232.29	\$97,780.16
	3.75%		\$43.6795	\$45.3040	\$47.0097
	5/1/2008		\$94,260.30	\$97,766.00	\$101,446.92
	3.75%		\$45.3175	\$47.0029	\$48.7726
	5/1/2009		\$97,795.06	\$101,432.22	\$105,251.18
	3.75%		\$47.0169	\$48.7655	\$50.6015
	5/1/2010		\$101,462.38	\$105,235.93	\$109,198.10
	3.75%		\$48.7800	\$50.5942	\$52.4991
<b>Deputy Chief of Police</b>			Step 5	Step 6	Step 7
<b>Grade 365 POS 48</b>	5/1/2006		\$86,717.05	\$89,973.66	\$93,393.54
			\$41.6909	\$43.2566	\$44.9007
	5/1/2007		\$90,217.05	\$93,473.66	\$96,893.54
	\$3,500 to base		\$43.3736	\$44.9393	\$46.5834
	5/1/2007		\$93,600.19	\$96,978.92	\$100,527.05
	3.75%		\$45.0001	\$46.6245	\$48.3303
	5/1/2008		\$97,110.20	\$100,615.63	\$104,296.81
	3.75%		\$46.6876	\$48.3729	\$50.1427
	5/1/2009		\$100,751.83	\$104,388.72	\$108,207.94
	3.75%		\$48.4384	\$50.1869	\$52.0230
	5/1/2010		\$104,530.02	\$108,303.29	\$112,265.74
	3.75%		\$50.2548	\$52.0689	\$53.9739

**Blue Cross and Blue Shield Of Illinois  
PPO Benefits Highlight Sheet**

<b>Village of Orland Park</b>		
<b>Lifetime Comprehensive Major Medical Coverage</b>	<b>\$2,000,000</b>	
	<b>PPO</b>	<b>Non-PPO</b>
<b>Deductible</b> – common deductible for PPO and Non-PPO. Family deductible is on an aggregate basis.	Individual: \$200 Family: \$600	
<b>Out-of-Pocket Limit (OPX)</b> The maximum amount of money an individual contributes toward covered medical services during any one calendar year, <b>including</b> the deductible. (MSA benefit reduction for non-compliance, charges in excess of the Scheduled Maximum Allowance and other benefits noted below with an asterisk (*) do not apply to the out-of-pocket limit.) Family OPX limit is on an aggregate basis.	Individual: \$500  Family: \$1,500	Individual: \$5,000  Family: \$15,000
<b>Hospital</b>	<b>PPO</b>	<b>Non-PPO</b>
<b>Inpatient Hospital Services</b> Room allowance is based on the hospital's most common semi-private room rate. Pre-Admission Testing, Skilled Nursing Facilities, Hospice and Coordinated Home Health Care are also paid on the same basis. <b>Per admission deductible applies: No</b>	100 %  N/A	80 %  N/A
<b>Outpatient Surgery and Diagnostic Tests Hospital</b> Includes X-rays, blood tests, CAT scans, MRIs, annual routine and diagnostic mammograms and PSA tests performed at a hospital.	100 %+	80 %+
<b>Outpatient Hospital Services</b> Including Radiation, Chemotherapy, and Renal Dialysis.	100 %	80 %
<b>Hospital Emergency Medical/Accident Care</b> \$0 Copay* If admitted, copay is waived Initial treatment in hospital of accidental injuries or sudden and unexpected medical conditions with severe acute symptoms. If an inpatient admission occurs, MSA must be contacted within two business days or benefits will be reduced.	100 %+	100 %+
<b>Serious Mental Illness Treatment</b>		
Serious mental illness, as defined by the law and the Diagnostic and Statistical Manual (DSM) published by the American Psychiatric Association, includes the following psychiatric illness categories: schizophrenia; paranoia and other psychotic disorders; bipolar disorders (hypomanic, manic, depressive and mixed); major depressive disorders (single episode or recurrent); schizoaffective disorders (bipolar or depressive); pervasive developmental disorders; obsessive-compulsive disorders; depression in childhood and adolescence; and panic disorders.		
Outpatient: 60 visits/calendar year	100 %	80 %
Inpatient: 45 days/calendar year.	100 %	80 %
Inpatient: <b>Per admission deductible applies: No</b>	N/A	N/A

\* Copayments do not apply to any out-of-pocket expense limit.

+ Deductible does not apply.

Coinurance amounts, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limit.

In addition to the benefits in this document, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, according to the group's funding arrangements.

Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.

Effective Date:

Rev: January 4, 2007



**Blue Cross and Blue Shield Of Illinois  
PPO Benefits Highlight Sheet**

<b>Other Mental Health and Chemical Dependency Services (Payment for Professional Services will be based on SMA Schedule of Maximum Allowances)</b>	<b>PPO</b> Contracted providers agree to accept the SMA as payment in full	<b>Non-PPO</b> Providers may bill for the difference between the SMA and their billed charge
<b>Mental Health Services</b>		
Outpatient (30 visits/calendar year)	50 %*	50 %*
Inpatient (30 days/calendar year)	100 %*	80 %*
<b>Chemical Dependency</b>		
Outpatient (30 visits/calendar year)	50 %*	50 %*
Inpatient (30 days/calendar year)	100 %*	80 %*
<b>Are Mental Health and Chemical Dependency combined? Yes</b>		
<b>Professional Services (Based on SMA Schedule of Maximum Allowances)</b>	<b>PPO</b> Contracted providers agree to accept the SMA as payment in full	<b>Non-PPO</b> Providers may bill for the difference between SMA and their billed charge
<b>Physician Office Visits</b>	90 %	80 %
<b>Medical/Surgical Benefits or Inpatient/Outpatient Physician Services</b> Includes radiologist's, anesthesiologist's and surgeon's charges.	90 %	80 %
<b>Well Adult Care Benefits</b> Age 16 and above, including physical exams, diagnostic tests and immunizations limited to \$500 per calendar year.	100 %+	80 %
<b>Well Child Care Benefits</b> To age 16, including physical exams, diagnostic tests and immunizations.	90 %	80 %
<b>Muscle Manipulations</b>	90 %	80 %
<b>Physical, Speech and Occupational Therapy</b> Maximum \$5,000 per calendar year per therapy	90 %*	80 %*
<b>Other Covered Services</b>		
<ul style="list-style-type: none"> <li>• Ambulance</li> <li>• Durable Medical Equipment and Prosthetics (Rental price covered up to the purchase price)</li> <li>• Blood and blood components</li> <li>• Leg, arm and neck braces</li> <li>• Private duty nursing* Maximum \$1,000 per month</li> <li>• Temporomandibular Joint Dysfunction (TMJ)* Lifetime Maximum \$2,500</li> <li>• Allergy shots</li> <li>• Oxygen (includes administration)</li> <li>• Surgical dressings</li> <li>• Casts and splints</li> </ul>		80 %
<b>Prescription Drugs**</b>	<b>Participating</b>	<b>Non-Participating</b>
Drugs paid at 100 % after copay at participating pharmacies. Drugs paid at 100 % after copay through home delivery for maintenance medications. Drugs paid at 75 % after copay at non-participating pharmacies. Oral contraceptives available at retail or mail order.	\$8 copay** for generic drugs \$12 copay** for brand name drugs with no generic equivalent available. \$20 copay** for brand drugs with generic equivalents available.	75% of allowable charge after copay**

\* Copayments do not apply to any out-of-pocket expense limit.

+ Deductible does not apply.

Coinsurance amounts, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limit.

In addition to the benefits in this document, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, according to the group's funding arrangements.

Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.

Effective Date:

Rev: January 4, 2007

**Blue Cross and Blue Shield Of Illinois  
PPO Benefits Highlight Sheet**

<b>Basic Provisions</b>	
Medical Services Advisory (MSA):	When members receive covered inpatient hospital service, coordinated home health care, skilled nursing facility, or private duty nursing the member is responsible for notifying the MSA one day prior to elective admissions. Emergency and Obstetric Admission Notification required within two working days of admittance. If an employee elects not to notify MSA Advisor or follow advice given, hospital benefits will be reduced by \$1,000.
Transplant Coverage:	Cornea, Kidney, bone marrow, heart valve, heart, heart/lung, lung, pancreas, and pancreas/kidney, muscular-skeletal or parathyroid human organ or tissues. Transplants are paid as any other condition but must have prior procedural approval by MSA, and in addition, facility approval for transplants involving heart, heart/lung, lung, liver, pancreas and pancreas/kidney.
Dependent Eligibility:	Unmarried to age 19, part-time students to age 23, full-time student, to age 25..
Coordination of Benefits:	This program coordinates benefits with other group plans.
Pre-existing Conditions/ Waiting Period:	Timely enrollees and special enrollees subject to 12 month waiting period, with credit given for prior creditable coverage. Late enrollees subject to 18 month waiting period.

\* Copayments do not apply to any out-of-pocket expense limit.

+ Deductible does not apply.

Coinsurance amounts, except as otherwise noted, apply to the PPO Out-of-Pocket Expense Limit.

In addition to the benefits in this document, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, according to the group's funding arrangements.

Note: This sheet only highlights the general program. Specific program details are contained in the Master Policy issued to the Group.

Effective Date:

Rev: January 4, 2007

# The HMOs of Blue Cross and Blue Shield of Illinois

## HMO Illinois and BlueAdvantage HMO<sup>SM</sup>

300 East Randolph, Chicago, IL 60601 • Member Services: (800)892-2803 • [www.bcbsil.com](http://www.bcbsil.com)

# 2007 Description of Coverage

Village of Orland Park - H06652

October 1, 2007

The Managed Care Reform and Patient Rights Act of 1999 established rights for enrollees in health care plans. These rights cover the following:

- What emergency room visits will be paid for by your health care plan.
- How specialists (both in and out of network) can be accessed.
- How to file complaints and appeal health care plan decisions, including external independent reviews.
- How to obtain information about your health care plan, including general information about its financial arrangements with providers.

You are encouraged to review and familiarize yourself with these subjects and the other benefit information in the attached Description of Coverage Worksheet. **SINCE THE DESCRIPTION OF COVERAGE IS NOT A LEGAL DOCUMENT**, for full benefit information please refer to your contract or certificate, or contact your health care plan at **(800) 892-2803**. In the event of any inconsistency between your Description of Coverage and contract or certificate, the terms of the contract or certificate will control.

For general assistance or information, please contact the Illinois Department of Insurance Office of Consumer Health Insurance at **(877) 527-9431** or in writing to either of the following addresses:

320 West Washington Street  
Springfield, IL 62767-0001

100 West Randolph Street, Suite 15-100  
Chicago, IL 60601-3251

You may also contact the department online at <http://www.state.il.us/ins/>.

(Please be aware that the Office of Consumer Health Insurance will not be able to provide specific plan information. For this type of information you should contact your health care plan directly.)



BlueCross BlueShield  
of Illinois

Medical Services		Description of Coverage	Health Care Plan Covers	You Pay
Outpatient Surgery		hospital facility	100%*	\$0
		physician(s)	100%*	\$0
Maternity Care	Hospital Care	unlimited days	100%*	\$0
	Physician Care	copay, if any, for 1 <sup>st</sup> visit only	100%*	\$0
Infertility Services		based on your group policy	100%* if covered	\$0
Mental Health	Outpatient	20 visits/CY	100%*	\$20
	Inpatient	20 days/CY	100%*	\$0
Substance Abuse/ Chemical Dependency	Outpatient	20 visits/CY	100%*	\$20
	Inpatient	20 days/CY	100%*	\$0
Outpatient Rehabilitation Services (includes, but is not limited to, physical, occupational or speech therapy)		60 visits combined/CY	100%*	\$0
<b>Other Services</b>				
Durable Medical Equipment		covered	100%*	\$0
Prosthetic Devices		covered	100%*	\$0
Ambulance Service		covered	100%*	\$0
Hospice		covered	100%*	\$0
Coordinated Home Care (excludes custodial care)		covered	100%*	\$0
Prescription Drug – up to 34 day supply per script	Generic	based on your group policy	100%*	\$578 7/1/08
	Formulary Brand	based on your group policy	100%*	\$10712 7/1/08
	Non-formulary Brand	based on your group policy	100%*	\$20
	Self-injectable	based on your group policy	100%*	\$50
Prescription Drug o up to 90 day supply per script o visit <a href="http://www.bcbsil.com">www.bcbsil.com</a> or call Member Services for information on the 90 day pharmacy network	Generic	based on your group policy	100%*	\$578 7/1/08
	Formulary Brand	based on your group policy	100%*	\$10712 7/1/08
	Non-formulary Brand	based on your group policy	100%*	\$20
	Self-injectable	based on your group policy	100%*	\$50
Dental Services		see limitations, pages 5-6	100%*	\$0
Vision Care	Exams	one every 12 months	100%*	\$0
	Eyewear	based on your group policy	0%	remainder

\* HMO pays 100 percent of covered charges after member's copayment, if any, is paid.

17. Prosthetic devices, special appliances or surgical implants unrelated to the treatment of disease or injury, for cosmetic purposes or for the comfort of the patient.
  18. Nutritional items such as infant formula, weight-loss supplements, over-the-counter food substitutes and non-prescription vitamins and herbal supplements.
  19. Blood derivatives which are not classified as drugs in the official formularies.
  20. Marriage counseling.
  21. Hypnotism.
  22. Private-duty nursing.
  23. Routine foot care, except for persons diagnosed with diabetes.
  24. Self-management training, education and medical nutrition therapy.
  25. Services or supplies which are rendered for the care, treatment, filling, removal, replacement or artificial restoration of the teeth or structures directly supporting the teeth.
  26. Treatment of temporomandibular joint syndrome with intraoral prosthetic devices or any other method which alters vertical dimension or treatment of temporomandibular joint dysfunction not caused by documented organic joint disease or physical trauma.
  27. Services or supplies rendered for human organ or tissue transplants, except as stated in the *Certificate*.
  28. Hearing aids.
  29. Wigs (also referred to as cranial protheses).
- excision of exostoses of the jaws and hard palate (provided that this procedure is not done in preparation for dentures or other prostheses),
  - treatment of fractures of the facial bone,
  - external incision and drainage of cellulitis,
  - incision of accessory sinuses, salivary glands or ducts, and
  - reduction of, dislocation of or excision of the temporomandibular joints.
2. Benefits for treatment of dental injury due to accident are limited to treatment of sound natural teeth.
  3. Benefits for outpatient rehabilitative therapy are limited to therapy which is expected to result in significant improvement within two months in the condition for which it is rendered.
  4. Family planning benefits are not available for repeating or reversing sterilization.
  5. Benefits for elective abortion are limited to two per lifetime and are not covered under all benefit plans.
  6. Benefits for infertility, when covered, are not provided for services or supplies:
    - rendered to a surrogate for purposes of childbirth,
    - selected termination of an embryo in cases where the person's life is not in danger,
    - cryo-preservation or storage of sperm, eggs or embryos,
    - non-medical costs of an egg or sperm donor,
    - travel costs for travel within 100 miles of the covered person's home or which is not medically necessary or which is not required by the plan, and
    - infertility treatments which are determined to be investigational, in writing, by the American Fertility Society or American College of Obstetrics and Gynecology.
  7. Benefits for ambulance service are limited to certified ground ambulance, except for human organ transplants.
  8. Human organ transplants must be performed at a plan-approved center for human organ transplants and benefits do not include organ transplants

### Limitations

In addition to the exclusions noted, the following limitations apply:

1. Benefits for oral surgery are limited to:
  - surgical removal of completely bony impacted teeth,
  - excision of tumors or cysts from the jaws, cheeks, lips, tongue, roof or floor of the mouth,
  - surgical procedures to correct accidental injuries of the jaws, cheeks, lips, tongue, roof or floor of the mouth,

## Financial Responsibility

You are responsible for copayments at time of service, as shown in the Description of Coverage.

are also responsible for payment for care not provided or coordinated by your PCP or WPHCP, except where otherwise noted. You should contact your employer's benefit administrator to confirm the level of your contribution to the premium.

## Continuity of Treatment (Transition of Care)

If a physician you are currently obtaining services from leaves the HMO network, you have the right to request transition of care benefits. To qualify for transition of care services, you must currently be undergoing a course of evaluation and/or medical treatment or be in the second or third trimester of pregnancy. The ongoing evaluation and/or medical treatment concerns a condition or disease that requires repeated health care services under a physician's treatment plan, with the potential for changes in a therapeutic regimen.

Transitional services may be authorized for up to 90 days from the date the physician terminated from the network. Authorization of services depends on the physician's agreement to comply with contractual requirements and submit a detailed treatment plan, including reimbursement from the HMO at specified rates and adherence to the HMO's quality assurance requirements, policies and procedures. All care must be transitioned to your new HMO PCP in the medical group/IPA after the transition period has ended. Coverage will be provided only for benefits outlined in your *Certificate*.

**Existing members:** Submit a written Transition of Care request *within 30 days* of receiving notice of the termination of the physician or medical group/IPA.

**New members:** Submit a written Transition of Care request *within 15 days* after your eligibility effective date. When submitting the transition of care form prior to your effective date, please include a copy of the signed application and/or confirmation of enrollment with the HMO.

### Submit the request to:

Blue Cross and Blue Shield of Illinois  
Customer Assistance Unit, Transition of Care  
300 East Randolph Street, 23rd Floor  
Chicago, IL 60601

Include the following information:

- Policyholder's name and work/home phone numbers
- Group and ID numbers
- Chosen medical group site
- Chosen PCP name, address and phone/fax numbers
- Current treating physician
- Clinical diagnosis
- Presenting clinical condition (if applicable)
- Reason for transition of care request
- Expected effective date with the HMO or new medical group/IPA (if applicable)

You will be notified within 15 business days of the outcome of your Transition of Care request.

## Appeals Process

You can file an appeal by writing to the HMO or calling Member Services.

### Non-urgent Clinical Appeal

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal within 15 days after receiving the required information.

You will be informed in advance that you, or someone representing you, have the right to appear before the Committee either in person, via conference call or some other method. You will also receive a verbal notification of the HMO's decision. A written notification will be sent within five business days of the appeal determination. Your representative (if any), your PCP and any other health care provider involved in the matter will receive the same verbal and written notices.

### Urgent Clinical Appeal

After the appeal is received, the HMO Level II Appeal Committee will request any additional information needed to evaluate your appeal and make a decision about your appeal and notify you by phone within 24 hours – or no later than three calendar days – of the initial receipt of the clinical appeal request.

**BlueEdge H S A 100/80**

Village of Orland Park

BlueCross BlueShield  
of Illinois**BENEFIT HIGHLIGHTS****PPO Network***This provides only highlights of the benefit plans(s). After enrollment, members will receive a Certificate that more fully describes the terms of coverage.*

<b>Program Basics</b>	<b>PPO (In-Network)</b>	<b>Non-PPO (Out-of-Network)</b>
<b>Lifetime Benefit Maximum</b> Per individual		\$5,000,000
<b>Individual Coverage Deductible*</b>		\$1,050
<b>Family Coverage Deductible*</b> Entire deductible must be met.		\$2,100
<b>Individual Coverage Out-of-Pocket Expense (OPX) Limit</b> The amount of money that any individual will have to pay toward covered health care expenses during any one calendar year, including the deductible. The following items will not be applied to the out-of-pocket expense limit: <ul style="list-style-type: none"> <li>• Copayments</li> <li>• Reductions in benefits due to non-compliance with utilization management program requirements</li> <li>• Charges that exceed the eligible charge or the Schedule of Maximum Allowances (SMA)</li> <li>• Services that are asterisked below (*)</li> </ul>		\$2,050
<b>Family Coverage Out-of-Pocket Expense (OPX) Limit</b>		\$4,100
<b>Outpatient Prescription Drugs</b>		80%
<b>Physician Services</b>		
<b>Well Adult Care (age 16 and over)</b> Coverage for annual physical exam including routine diagnostic test received or ordered on the same day as the physical exam. <ul style="list-style-type: none"> <li>• Limited to one physical exam plus one gynecological exam per calendar year.</li> </ul>	100%+	80% after deductible \$500 maximum per calendar year
<b>Well Child Care (to age 16)</b> Coverage for physical exams, immunizations and routine diagnostic tests.	100%+	80% after deductible, \$500 maximum per calendar year
<b>Maternity Services</b>	100% after deductible	80% after deductible
<b>Medical / Surgical Services</b>	100% after deductible	80% after deductible
<b>Hospital Services</b>		
<b>Hospital Admission Deductible</b> Per admission, per individual	\$0	\$300
<b>Inpatient Hospital Services</b> Coverage includes services received in a hospital, skilled nursing facility, coordinated home care and hospice. Room allowances based on the hospital's most common semi-private room rates.	100% after deductible	80% after deductible
<b>Outpatient Hospital Services</b> Coverage for services includes, but is not limited to outpatient or ambulatory surgical procedures, x-ray, lab tests, chemotherapy, radiation therapy, renal dialysis, and mammograms performed in a hospital or ambulatory surgical center. Routine mammograms performed in an in-network outpatient hospital setting are payable at 100%, no deductible will apply.	100% after deductible	80% after deductible
<b>Outpatient Emergency Care (Accident or Illness)</b> Each calendar year the program deductible must be met before benefits will begin under this policy. The coinsurance applies to both in- and out-of-network emergency room visits. The copayment is waived if the member is admitted.		\$75 copay, then 100%*

**BlueEdge H S A 100/80**

Village of Orland Park



BlueCross BlueShield of Illinois

**BENEFIT HIGHLIGHTS**

**Mental Health & Chemical Dependency**

**Serious Mental Illness Treatment**

- Inpatient: Limited to 45 days per calendar year.
- Outpatient: Limited to 60 visits per calendar year (copayment applies if in physician's office).

**Other Mental Health & Chemical Dependency Treatment Services**

- Inpatient: Limited to 30 days per calendar year.
- Outpatient: Limited to 30 visits per calendar year. Lifetime maximum 100 visits.

**PPO Network**

**PPO**  
(In-Network)

**Non-PPO**  
(Out-of-Network)

**Inpatient:**  
100% after deductible

**Outpatient:**  
100% after deductible

**Inpatient:**  
\$300 hospital deductible, then 80% after program deductible is met

**Outpatient:**  
80% after deductible

**Inpatient:**  
100% after deductible

**Outpatient:**  
100% after deductible

**Inpatient:**  
\$300 hospital deductible, then 80% after program deductible is met

**Outpatient:**  
80% after deductible

**Additional Services**

**Muscle Manipulation Services**

Coverage for spinal and muscle manipulation services provided by a physician or chiropractor. Related office visits are paid the same as other Physician Office Visits.

- \$1,000 maximum per calendar year.

100% after deductible

80% after deductible

**Therapy Services – Speech, Occupational and Physical**

Coverage for services provided by a physician or therapist.

- \$5,000 maximum per therapy per calendar year

100% after deductible

80% after deductible

**Temporomandibular Joint (TMJ) Dysfunction and Related Disorders**

- \$2,500 lifetime maximum

100% after deductible

80% after deductible

**Other Covered Services**

- Private duty nursing - \$3,000 maximum per month
- Naprapathic services - \$1,000 maximum per calendar year
- Artificial limbs and other prosthetic devices
- Blood and blood components
- Ambulance services
- Orthotic appliances
- Prosthetic appliances
- Medical supplies

100% after deductible

See paragraph below regarding Schedule of Maximum Allowances (SMA).

+ Deductible does not apply

Durable Medical Equipment (DME) is a covered benefit. Please refer to Certificate for details.

**Discounts on Eye Exams, Prescription Lenses and Eyewear**

Members present their ID cards for discounts on eye exams, prescription lenses and eyewear at participating vision centers. Call (866) 273-0813 to locate a provider.

**Blue Care Connection (BCC)**

When members receive covered inpatient hospital services, coordinated home care, skilled nursing facility or private duty nursing, members are required to contact the BCC pre-notification line 1 business day prior to any elective inpatient admission or within 2 business days after an emergency or maternity admission. Failure to pre-notify with the BCC when required will result in benefits being reduced by \$1,000.

**\*More on Individual Coverage and Family Coverage Deductibles...**

- If a member has individual coverage, each calendar year he/she must satisfy an individual coverage deductible before receiving benefits under this policy. The amount of the individual deductible is indicated above on this benefit highlight sheet. After a member has claims for covered services in a calendar year, which exceed this deductible amount, benefits will begin.
- If a member and his/her dependents have family coverage, each calendar year they must satisfy the family coverage deductible before receiving benefits under this policy. The amount of the family deductible is indicated above on this benefit highlight sheet. Once a member's claims for covered services in a calendar year exceed this deductible amount, benefits will begin. That is, for the remainder of the calendar year, no other family member will be required to meet the deductible before receiving benefits. No one is eligible for benefits under family coverage until the entire family deductible has been satisfied.
- **Please note:** The deductible amount may be adjusted based on the cost-of-living adjustments determined under the Internal Revenue Code and rounded to the nearest \$50. Should the Federal Government adjust the deductible for high deductible plans as defined by the Internal Revenue Service, the deductible amount in the Certificate will be adjusted accordingly.

**Schedule of Maximum Allowances (SMA)**

The Schedule of Maximum Allowances (SMA) is not the same as a Usual and Customary fee (U&C). Blue Cross and Blue Shield of Illinois' SMA is the maximum allowable charge for professional services, including but not limited to those listed under Medical/Surgical and Other Covered Services above. The SMA is the amount that professional PPO providers have agreed to accept as payment in full. Providers who do not participate in the PPO network are not obligated to accept the SMA as payment in full and may bill for the balance of their actual charge above and beyond the SMA. When members use PPO providers, they avoid any balance billing other than applicable deductible, coinsurance and/or copayment.

To Locate a Participating Provider: Visit our Web site at [www.bcbsil.com/providers](http://www.bcbsil.com/providers) and use our Provider Finder® tool.

In addition, benefits for covered individuals who live outside Illinois will meet all extraterritorial requirements of those states, if any, according to the group's funding arrangements.



# Village of Orland Park

## DeltaPreferred Option (DPO) Plan Highlights Group #8331

### Introduction

The DeltaPreferred Option (DPO) program allows you to go to any in or out-of-network general or specialty dentist at the time of treatment. Village of Orland Park dental enrollees have access to two managed care networks, DeltaPreferred Option PPO and DeltaPremier traditional fee-for-service. When you call your dentist's office to make an appointment, ask if your dentist participates in either DPO or DeltaPremier. Your out-of-pocket costs will vary depending on whether he or she participates in DPO, DeltaPremier or neither (i.e., "out-of-network"). **You will maximize your benefits by receiving care from a DPO network dentist.** There are 59,000 DPO and 134,000 DeltaPremier office locations nationwide.

### Choosing Your Dentist

Under the Village of Orland Park Dental Plan, you may go to any licensed general or specialty dentist. However, it is to your advantage to choose a DPO or DeltaPremier network dentist for the following reasons:

1) Payment to DPO network dentists is based on pre-negotiated, reduced fees; payment to DeltaPremier network dentists is based on Delta's Maximum Plan Allowance (MPA) fees. In both networks, you only have to pay your copayment and deductible – *you are not responsible for charges exceeding the reduced PPO fee if you receive treatment from a DPO network dentist or the MPA fee if you receive treatment from a DeltaPremier network dentist.\**

For example, if you need a crown, assume the DeltaPreferred Option PPO fee allowance is \$500 and the MPA fee is \$600. If your plan covers crowns at 50% and your dentist normally charges \$700, your out-of-pocket cost (excluding deductible) would be:

**DeltaPreferred Option Network Dentist –Co-Pay**  
(Fixed co-payment of the \$500 PPO fee allowance)

**DeltaPremier Network Dentist - \$300**  
(50% of the \$600 MPA fee)

**Out-of-Network Dentist - \$460**  
(40% of the \$600 MPA fee plus \$100 difference between the MPA fee and the dentist's billed charge)

2) Because we reimburse DPO and DeltaPremier network dentists directly, they agree to charge you no more than your copayment and deductible; in other words, you do not have to pay the whole bill up-front and wait for reimbursement.

3) Out-of-network dentists do not accept Delta's MPA fees as payment-in-full. If an out-of-network dentist's charge exceeds the MPA, you must pay the difference plus your copayment and deductible. At the dentist's discretion, you may also have to pay the entire bill in advance.

4) Claim forms will be completed and submitted at no charge. Out-of-network dentists may require you to complete forms yourself or to pay a service charge.

*\*If your DPO or DeltaPremier network dentist inadvertently charges you for amounts payable by Delta, please call our customer service department at 1-800-323-1743. We will contact the dental office directly.*

### Non-Covered Services

There are some limitations on the expenses for which the Village of Orland Park Dental Plan pays. For further information, refer to your dental benefits booklet or call our customer service department.

### Finding a Network Dentist

To verify your dentist's participation status, simply ask him/her if he/she is a DeltaPreferred Option PPO or DeltaPremier network dentist, call our customer service department or visit our Web site.

Visit Delta Dental Plan of Illinois' Web site at  
[www.deltadentalil.com](http://www.deltadentalil.com)

The Village of Orland Park Dental Plan utilizes the DeltaPreferred Option and DeltaPremier networks. To locate a network dentist, click on Dentist Search in the Subscriber section.

You can search by:

- 1) City, state and ZIP code
- 2) Specialty
- 3) Dentist name (optional)

**Summary of Benefits and Covered Services for Village of Orland Park**

Annual Maximum	\$1500/person	\$1000/person	\$1000/person
<b>Annual Deductible</b> (applies to <u>Basic/Major</u> only)	\$25/person: \$75/family	\$50/person: \$150/family	\$50/person: \$150/family
<b>Lifetime Orthodontia Maximum</b>	\$1,200	\$1,000	\$1,000
	<b><u>DPO Network</u></b>	<b><u>DeltaPremier Network</u></b>	<b><u>Out-of-Network</u></b>
<b>Preventive/Diagnostic</b>	100% of reduced fees	100% of MPA fees**	100% of MPA fees**
<ul style="list-style-type: none"> <li>• oral evaluations (two per calendar year)</li> <li>• prophylaxis (cleaning; two per calendar year)</li> <li>• fluoride treatment (once per calendar year for children under age 19)</li> </ul>			
<b>Basic</b>	100% of reduced fees	100% of MPA fees**	100% of MPA fees**
<ul style="list-style-type: none"> <li>• fillings</li> <li>• x-rays (bitewings – two per calendar year, full mouth – once every 3 years)</li> <li>• space maintainers</li> <li>• simple extractions</li> <li>• oral surgery</li> <li>• all periodontics</li> <li>• endodontics</li> <li>• general anesthesia (in conjunction w/oral surgery)</li> <li>• sealants</li> </ul>			
<b>Major</b>	80% of reduced fees	80% of MPA fees**	Table of Allowance***
<ul style="list-style-type: none"> <li>• crowns &amp; jackets</li> <li>• fixed/removable bridges</li> <li>• partial/full dentures</li> </ul>			
• <b>Orthodontia</b>	50%	50%	50%
	*Payment is based on reduced fees. You are not responsible for charges exceeding Delta's allowed PPO fees.	**You will not be "balance billed" for charges exceeding Delta's allowed MPA fees.	***You are responsible for charges exceeding the Table of Allowance fees.

The preceding information is a brief summary of Village of Orland Park Dental Plan and the services it covers. If you have specific questions regarding benefit coverage, limitations or exclusions, contact Delta Dental at 1-800-323-1743.

Note: Delta Dental imposes no restrictions on the method of diagnosis or treatment by a treating dentist. A benefit determination relates only to the level of payment that your group dental plan is required to make.

# An Eyecare Plan With You in Mind

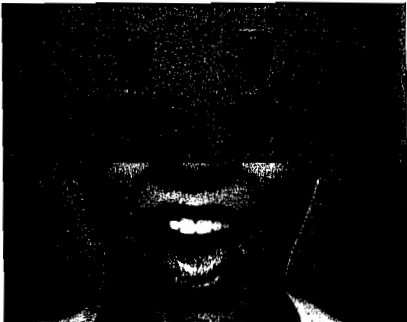


Are you really seeing your best?  
Or are you simply used to the view?  
With good vision, your experiences  
are clearer. Sharper. Brighter.

85% of all  
your experience  
is through  
your eyes.

Besides helping you see better,  
routine eye exams can detect a number of serious health  
conditions such as glaucoma, cataracts and diabetes. Even  
cancer. Plus, eye exams for kids can spot problems that can  
impact learning and development.

## New patients always welcome.



**Eyecare  
is important.**

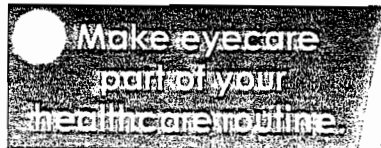
VSP network doctors are  
located right where you  
need them — close to  
work, home and shopping  
centers. They provide  
exceptional care and  
offer a wide selection of  
frames and contact lenses  
to choose from — all at  
one convenient location.  
Their commitment to care  
and service grows with  
you and your family for a  
lifetime of care.

## No ID cards. No claim forms. Easy as 1, 2, 3.

1. Find a VSP network doctor at **vsp.com** or call  
800-877-7195.
2. Make an appointment and tell the doctor you are a  
VSP member.
3. Your doctor and VSP will handle the rest.

## Visit **vsp.com** today.

What's important to you? Do you need an evening  
appointment? Interested in a doctor who focuses on sports  
eyewear or children? Want an online savings statement  
after you visit a VSP doctor?  
Searching for information on  
conditions of the eye?  
Visit **vsp.com**. You'll like  
what you see.



- Eye exam
- Check cholesterol
- Blood pressure test
- Dental appointment
- Take vitamins

Your eyecare benefit is brought to you by VILLAGE OF ORLAND  
PARK and VSP.

### Your Coverage from a VSP Doctor

**Exam covered in full..... every 12 months**

#### Prescription Glasses

**Lenses covered in full..... every 12 months**

- Single vision, lined bifocal and lined trifocal lenses.
- Polycarbonate lenses for dependent children.

**Frame..... every 12 months**

- Frame of your choice covered up to \$120.
- Plus 20% off any out-of-pocket costs.

-OR-

**Contact Lens Care..... every 12 months**

*When you choose contacts instead of glasses, your \$105.00 allowance applies to the cost of your contacts and the contact lens exam (fitting and evaluation). This exam is in addition to your vision exam to ensure proper fit of contacts.*

*Current soft contact lens wearers may qualify for a special contact lens program that includes a contact lens evaluation and initial supply of replacement lenses. Learn more from your doctor or vsp.com.*

### Extra Discounts and Savings

#### Laser Vision Correction Discounts

##### Prescription Glasses

- Up to 20% savings on lens extras such as scratch resistant and anti-reflective coatings and progressives
- 20% off additional prescription glasses and sunglasses\*

##### Contacts\*

- 15% off cost of contact lens exam (fitting and evaluation)

\* Available from the same VSP doctor who provided your eye exam within the last 12 months

### Your Copays

**Exam..... \$10.00**

**Prescription Glasses..... \$25.00**

**Contacts ..... No copay applies**

Dollar for dollar you get the best value from your VSP benefit when you visit a VSP network doctor. If you decide not to see a VSP doctor, copays still apply. You'll also receive a lesser benefit and typically pay more out-of-pocket. You are required to pay the provider in full at the time of your appointment and submit a claim within 6 months to VSP for partial reimbursement. If you decide to see a non-VSP provider, call us first at 800-877-7195.

#### Out-of-Network Reimbursement Amounts:

**Exam..... \$25.00**

#### Lenses:

**Single Vision..... \$30.00**

**Lined Bifocal..... \$35.00**

**Lined Trifocal..... \$45.00**

**Frame..... \$45.00**

**Contacts..... \$105.00**

VSP guarantees service from VSP network doctors only.

In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.

# ORLAND PARK POLICE GENERAL ORDER

ORDER NUMBER: 22.3

SUBJECT: PHYSICAL FITNESS PROGRAM EFFECTIVE DATE: March 1, 1998

## 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 REVIEW COMMITTEE

## 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 Committee:** 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 not in compliance 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. Physical Examination Costs.

1. All physical 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 (see section 3 of this order), in appropriate health, fitness, and nutritional disciplines to act as resource personnel. Additionally, Committee members shall possess the capabilities to perform the following functions:

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

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

### 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 during all phases of the testing procedure.
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 Director of Training shall maintain fitness records for all officers. These records will be confidential and only open for review by the Chief of Police, the individual officer, and members of the Physical Fitness Committee.

#### D. Performance Evaluation and Dual Career Applicability.

1. Results of officer fitness testing shall be considered within the physical fitness section of the annual officer performance evaluations as follows:
  - a. Meeting minimum Standards shall constitute an average rating.
  - b. 5% above minimum standards shall constitute an above average rating.
  - c. 10% above minimum standards shall constitute a superior rating.
2. Additionally, those officers making application to the dual career program shall be required to perform the fitness test at at least the minimum standard.

#### E. Administrative review.

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

### 22.3.4 PHYSICAL FITNESS REVIEW COMMITTEE

#### A. Composition.

The Physical Fitness Review Committee shall be comprised of the following sworn personnel:

1. The Deputy Chief of Police - Permanent

2. The Patrol Division Commander - Permanent
3. The Physical Fitness Coordinator - Permanent
  - a. Shall also act as Recording Secretary.
4. Three (3) officers, nominated by the Orland Park Patrol Officers Association and appointed by the Chief of Police for a three (3) year term

B. Committee Responsibilities.

The Physical Fitness Review Committee shall have the following responsibilities:

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

AUTHORITY:

Timothy J. McCarthy  
Timothy J. McCarthy, Chief of Police

REVIEW DATE: March 1, 2001

REVIEWER: Physical Fitness Program Coordinator

# ORLAND PARK POLICE GENERAL ORDER

ORDER NUMBER: 26.5

SUBJECT: CRASH REVIEW BOARD PROCEDURES EFFECTIVE DATE: 1 March 1998

## INDEX AS:

- 26.5.1. POLICY STATEMENT
- 26.5.2. CRASH REVIEW BOARD
- 26.5.3. CRASH REPORTS AND MEMORANDUMS
- 26.5.4. CRASH REVIEW DISPOSITION
- 26.5.5. CRASH REVIEW APPEAL PROCESS

## PURPOSE:

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

## ORDER:

## 26.5.1. POLICY STATEMENT

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

## 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 (Section 17.4 of the Agreement Between Village of Orland Park and the Orland Park Patrol Officers' Association). 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 REPORTS AND MEMORANDUMS

- A. Upon any occurrence of a motor vehicle crash involving a vehicle owned by the Village of Orland Park, the member involved shall complete all reports required by the State of Illinois and the Orland Park Police Department. The State crash reports shall be completed by an authorized individual other than the involved member.
- B. If the crash occurs on private property, outside the purview of State reporting purposes, the member shall complete a memorandum to the Chief of Police including a synopsis, diagram of the scene, exact location and extent of damage involved.
- C. The Shift Commander at the time of the accident shall provide in writing a memorandum to the Chief of Police relating the facts of the accident immediately following such occurrence.
- D. In the course of the investigation, the Crash Review Board may require the involved member to appear in person before the board to secure additional facts. The member may also petition the Crash Review Board to appear in person, in his own interest, to present facts and information not supplied by the reporting agency.
- E. If available, the Orland Park Police Department will attempt to utilize an outside police agency (e.g., I.S.P., Cook County Sheriff's Department) for the purpose of compiling reports involving accidents of Orland Park Police Department vehicles which involve personal injury or damage to any vehicle exceeding \$500.00.
  1. If an outside agency is unable to respond to the accident, the report shall be completed by a member of the Orland Park Police Department following established procedures of the State of Illinois and the Orland Park Police Department.

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.

AUTHORITY:

Timothy J. McCarthy  
Timothy J. McCarthy, Chief of Police

REVIEW DATE: March 1, 2001

REVIEWER: Deputy Chief of Police



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

Effective: May 1, 2007

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

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.

**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”).

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

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**

**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.