

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF HOFFMAN ESTATES, ILLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE
HOFFMAN ESTATES CHAPTER 96

January 1, 2008 – December 31, 2012

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THIS AGREEMENT entered into as of this ___ day of _____, 2008 between the VILLAGE OF HOFFMAN ESTATES (hereinafter referred to as the "Village") and the METROPOLITAN ALLIANCE OF POLICE HOFFMAN ESTATES CHAPTER 96 (hereinafter referred to as the "Chapter").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
Recognition and Collective Bargaining

Section 1.1: Recognition

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all full-time sworn police officers, including probationary officers, below the rank of Sergeant (hereinafter referred to as "police officer"), excluding all sworn police officers in the rank of Sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential, short-term and professional employees as defined by the Act, as amended.

Section 1.2: Notification of Chapter Officers

The Chapter shall provide the Village Manager with a list indicating the names and titles of all officers of the Chapter on or before April 30 of each year. In addition, the Chapter shall promptly advise the Village Manager of any changes in the officers of the Chapter by providing an updated list to the Village Manager whenever such changes may occur.

Section 1.3: Gender

Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE II

Non-Discrimination

Section 2.1: Non-Discrimination

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, disability, sexual orientation, marital status, and status as a covered veteran or Chapter membership. This Agreement is also subject to and shall be administered consistent with the requirements of the Americans With Disabilities Act (ADA). Other than Chapter membership or non-membership, any dispute concerning the interpretation or application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Section 2.2: Non-Profiling

The Hoffman Estates Police Department is committed to the ideals of integrity, teamwork, diversity, empowerment, high quality service, commitment to employees, and the protection of constitutional rights.

We recognize our obligation to acknowledge and address crucial societal issues that have an impact on the law enforcement profession. One such issue is "racial profiling." Racial profiling should not be confused with criminal profiling which is a legitimate tool in the fight against crime. Criminal profiling is an investigative method in which an officer, through observation of activities and environment, identifies suspicious behavior by individuals and develops a legal basis to stop them for questioning. Racial profiling refers to the decision by the police to stop and question people randomly when the race of the person is used as an indication of suspicious activity. This Department rejects racial profiling as a law enforcement tactic, and we will not encourage, tolerate or condone its use by any of our members.

We recognize that a strong police presence is needed in high crime areas. Some people are distrustful of police authority and feel they are unfairly targeted by police. We understand that even proper police procedures can be intimidating and frightening to innocent citizens. We therefore realize that the appropriate use of police authority is as important as the results achieved.

The Hoffman Estates Police Department recognizes the importance of community involvement in the reduction of crime, enhanced quality of life, and the safety of our officers and our residents. We recognize that the Village of Hoffman Estates enjoys a history rich in multiracial and multiethnic diversity, and that racial profiling is unacceptable and has no place in effective police procedures. We recognize the importance of acceptance and awareness by the community, and we strive to build strong community relationships based upon trust and understanding. We are committed to the development of training to increase officer effectiveness and officer safety.

We reject police tactics based solely upon assumptions of race or ethnicity, and remain committed to the use of sound police strategies based upon probable cause, the judicious use of

police discretion and the continued development of community relationships.

ARTICLE III
No Strike - No Lockout

Section 3.1: No Strike

Neither the Chapter nor any police officer covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, speed-up, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, picketing, concerted, abnormal or unapproved work to the rule situation, mass absenteeism or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for doing so. Any or all police officers who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each police officer who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of this Section of this Article, the Chapter officers will inform its members of their obligation under this Agreement and direct them to return to work.

Section 3.2: No Lockout

The Village will not lockout any police officer during the term of this Agreement as a result of a dispute with the Chapter.

ARTICLE IV
Management Rights

It is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Village and its various departments in all aspects including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. These rights include, but are not limited to the right:

- a) To determine its mission, policies, and to set forth all standards of service offered to the public;
- b) To plan, direct, control, schedule and determine the operations or services to be conducted by employees of the Village;
- c) To determine the methods, means, number and ranks of personnel needed to carry out the department's mission, including hireback details;
- d) To direct the working forces;
- e) To hire, promote, assign, or transfer employees;
- f) To suspend, discipline or discharge for just cause (just cause not required for probationary employees);
- g) To lay-off or relieve employees;
- h) To make and enforce rules and regulations;
- i) To introduce new or improved methods, equipment, or facilities;
- j) To contract out for goods and services; and
- k) To take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager pursuant to Hoffman Estates Municipal Code 3-1-11. Said action may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended. All provisions of this Agreement shall be immediately reinstated once a civil emergency condition ceases to exist. In any or all Articles in this contract that have a time frame, the time frame will start the day after the civil emergency ceases to exist and any occurrences that are alleged to have occurred during the civil emergency should then be discussed in the proper manner as outlined in this contract.

ARTICLE V
Labor Management Meetings

At the request of either party, the President of the Chapter and the Village Manager, or their designees, shall meet to discuss matters of mutual concern that do not involve negotiations for a future contract. The President of the Chapter may invite up to three (3) other Chapter unit members to attend such a meeting. The Village Manager may invite up to three (3) other Village representatives.

The party requesting the meeting shall submit a written agenda at least seven (7) days in advance of the items it wishes to discuss. The agenda shall be limited to no more than four (4) items at any one meeting. Discussions at labor management meetings shall not include items being processed under the grievance procedure. The Chapter may request a meeting only after every attempt to resolve an issue within the Department has been made.

Labor management meetings are intended to improve communications and shall be advisory only.

ARTICLE VI Grievance Procedure

Section 6.1: Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

Section 6.2: Procedure

A grievance filed against the Village shall be processed in the following manner:

Step 1: Any police officer who has a grievance shall submit the grievance in writing to the officer's immediate supervisor (in most cases, the officer's Sergeant) or, in the supervisor's absence, the officer's Watch Commander, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the police officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Sergeant, or Watch Commander, shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the police officer wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the police officer's Bureau Commander within ten (10) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Bureau Commander shall render a written response to the grievant within ten (10) calendar days after receipt of this grievance.

Step 3: If the grievance is not settled at Step 2 and the police officer wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police Chief within ten (10) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Chapter within ten (10) calendar days after receipt of the grievance.

Step 4: If the grievance is not settled at Step 3 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager, or his designee, within ten (10) calendar days after receipt of the Village's answer at Step 3. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. Thereafter, the Village Manager, or his designee, and other appropriate individuals as desired by the Village Manager, shall meet with the grievant and a Chapter representative within ten (10) calendar days of receipt of the Chapter's appeal. If no settlement is reached, the Village Manager or his designee shall submit a written answer to the grievant and the Chapter within fifteen (15) calendar days following the meeting.

Section 6.3: Arbitration

If the grievance is not settled in Step 4 and the Chapter wishes to appeal the grievance from Step 4 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of the Village's written answer as provided to the Chapter in Step 4:

- (a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike the second name. The party requesting arbitration shall then strike the third name and the other party shall then strike the fourth name. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.

- (d) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expense of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.4: Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 6.5: Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the police officer, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the police officer within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved police officer may elect to treat the grievance as denied at the next step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 6.6: Miscellaneous

No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 6.7: Grievance Processing

Any grievance filed in accordance with this Article must contain a written statement which includes the following information, at a minimum:

- (a) Name(s) of the employee(s) involved;
- (b) Facts giving rise to the grievance;
- (c) Identity of the contractual provisions alleged to be violated;
- (d) The grievant's contentions with respect to the involved contractual provisions;
- (e) A statement of the relief requested;
- (f) The signature of the employee(s).

Reasonable time will be permitted a Chapter representative for purposes of assisting a Chapter member in handling and processing a grievance filed in accordance with this Article.

Section 6.8: Chapter Grievances

The Chapter shall have the right to submit a grievance at Step 2 of the grievance procedure, but only if the grievance alleges a violation, misinterpretation or misapplication of any of the express provisions of this Agreement that relate directly to Chapter rights. Any such grievance shall be submitted within fifteen (15) calendar days of the first event giving rise to the grievance or within fifteen (15) calendar days of when the Chapter, through the use of reasonable diligence, should have obtained knowledge of the first event giving rise to the grievance.

Section 6.9: Exclusivity of Grievance Procedure

The grievance procedure set forth in this Article shall be the sole and exclusive means for discussing and processing any differences of opinion or disputes involving any alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

ARTICLE VII
Dues Checkoff and Fair Share

Section 7.1: Dues Checkoff

During the term of this Agreement, the Employer will deduct from each employee's paycheck the monthly Union dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Village shall remit such deductions monthly to the Metropolitan Alliance of Police at the address designated by the Chapter.

The actual dues amount deducted, as determined by the Metropolitan Alliance of Police, shall be uniform for each employee in order to ease the Employer's burden in administering this provision.

If any employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Chapter shall be responsible for collection of dues. The Chapter agrees to refund to any employee any amounts paid to the Chapter in error on account of this dues deduction provision.

Section 7.2: Fair Share

During the term of this Agreement, employees who are not members of the Chapter shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee each month to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Chapter shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Metropolitan Alliance of Police and the Chapter with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Metropolitan Alliance of Police. If the affected non-member and the Metropolitan Alliance of Police are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 7.3: Indemnification

Metropolitan Alliance of Police shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance of any written checkoff authorization furnished under any of such provisions.

ARTICLE VIII

Bill of Rights

Section 8.1: Bill of Rights

Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer's Bill of Rights, as set forth in 50 ILCS 725/1 *et seq.*, but observance of said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.2: Disclosure

No law enforcement officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

Section 8.3: Disciplinary Procedure

If the investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as suspension, dismissal, loss of pay, or similar action which would be considered a punitive measure, then before taking such action, the law enforcement agency shall follow the procedures set forth in 65 ILCS 5/10-2.1 *et seq.* The law enforcement officer may be relieved of duty but shall receive all ordinary pay and benefits as he would have if he were not charged in all cases except where the Board of Fire and Police Commissioners has ordered a suspension without pay under 65 ILCS 5/10-2.1-17 and in such case, the disciplinary hearing shall be held within thirty (30) days unless continued by the Board at the request of either party or waived. No officer shall be denied wages as a result of any continuation granted at the request of the Village.

Section 8.4: Rights of Criminally Charged Employees

If an employee covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any Statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed with the Board of Fire and Police Commissioners.

Section 8.5: Written Reprimand

In cases of future written reprimands, such reprimand shall become part of the employee's personnel file and a copy shall be given to the employee.

Section 8.6: Personnel File

Nothing in this Agreement shall be construed to preclude the applicability of the "Access to Personnel Records Act", 820 ILCS 401.01 *et seq.* or as modified, but observance of said act shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE IX

Chapter Bulletin Board

Section 9.1: Location

The Village agrees to provide an area in the Squad Room of the Police Department for the Chapter to post one (1) bulletin board. Said bulletin board shall not exceed three (3) feet by four (4) feet in area.

Section 9.2: Posting Contents

The Chapter bulletin board shall be used for posting Chapter notices and shall be restricted to the following:

- a) Notice of Chapter recreational and social activities;
- b) Notice of Chapter elections and results of such elections;
- c) Notice of Chapter appointments;
- d) Notice of Chapter meetings and reports and minutes thereof;
- e) Communications between the Chapter, Chief of Police, or the Village;
- f) If the Chapter desires to post any other information or material, the Chapter shall first submit same to the Chief of Police;
- g) The Chapter may also pass out individual notices and/or materials in each officer's assigned box in the Squad Room. However, before any such material shall be distributed, a copy of any and all material so distributed shall be given to the Chief of Police for his files and records. Any such material so distributed shall be removed from each police officer's individual mailing box within seventy-two (72) hours. The seventy-two (72) hour time frame may be extended by any leave time occurring from the time of placement of the material in the mailbox within the seventy-two (72) hour period.

Section 9.3: Notice

Prior to posting of any notice on the Chapter bulletin board or pass out of material to an individual officer's box, the Chapter shall file one (1) copy of said notice or material with the Chief of Police.

Section 9.4: Cost

All cost incident to preparing and posting of Chapter material will be borne by the Chapter. The Chapter officers are responsible for posting and removing material on its bulletin board and for maintaining same in an orderly, neat and professional fashion.

ARTICLE X
Residency Requirement

All police officers on the Hoffman Estates Police Department are required to live within a forty-five (45) mile radius of the corporate boundaries of the Village of Hoffman Estates, Illinois.

ARTICLE XI
Uniforms

Section 11.1: Uniform Allowance

Each police officer covered by this Agreement shall receive, as and for his uniform allowance the sum of \$750; with \$375 payable on May 1 and \$375 payable on November 1 of each year of this Agreement. The parties agree that new recruit officers shall receive a sum of \$375 on the first date, either May 1 or November 1, after date of hire and shall not be eligible for any further payments until after completing one (1) year of service.

Section 11.2: Uniform Changes

It is further agreed that no major change in departmental uniforms and/or equipment will be activated without submission of the proposed changes for review and information before implementation.

If a uniform or equipment change is effected upon recommendations of the Chapter, cost shall be borne by the individuals affected. If a uniform or equipment change is effected upon recommendation of the Village, cost shall be borne by the Village. It is not the intent of this Article to prohibit a mutual agreement for major changes in uniforms or equipment. The cost of said change may be borne by the Village.

Section 11.3: Body Armor Vest

The Village and Chapter agree that the Village shall replace body armor vests every 5 years and that each sworn patrol officer shall wear the body armor vest while on duty except as allowed by the Police Chief.

ARTICLE XII
Sick Leave and Funeral Leave

Section 12.1: Accumulation

All employees, except those in intermittent, temporary, seasonal or part-time positions, and except those on leave of absence, shall accumulate sick leave at the rate of one (1) day for each month's service. A police officer accumulates sick leave during his first three (3) months of service but shall not be eligible for sick pay until he has completed three (3) months of employment. Other benefit time may be available in this first three-month period, upon approval of the Chief of Police, or his designee.

Sick leave may be used for non-duty related illness and disability, pregnancy, off-duty injury of a police officer, or quarantine of a police officer. Sick leave for the serious illness or an accident involving a member of the immediate family may be used only for the time necessary to remain at home to resolve the problem and only when no one else is available. For purposes of this section, the definition of immediate family shall be the spouse or dependent minor child, parent/parent-in-law of the police officer, and serious illness shall mean a medical necessity that requires the officer to stay at home. Except in the case of an emergency, the police officer must directly notify his supervisor prior to his absence from work. If a police officer is unable to notify his supervisor, he shall notify the radio desk personnel.

All police officers who are absent from work due to illness for three (3) consecutive shifts must submit a statement from their physician certifying that absence from work was required due to illness and their fitness to return to full duty.

If after six (6) months of continuous service, a police officer should become sick for a period of time greater than the amount of sick leave he has accrued, he may be advanced up to three (3) days sick leave; the police officer must request advanced sick leave in writing. All advanced sick leave must be re-accrued at the regular rate of one (1) day per month of continuous service before any additional sick leave will be advanced. Any days beyond these shall be deducted from either time due or vacation time or, at the police officer's determination, be excused without pay.

Under special circumstances, advanced sick leave may be granted for more than three (3) days by approval of the Village Manager.

Section 12.2: Sick Leave Abuse

Sick leave is not a right but a benefit provided by the Village in order to provide a police officer protection against a loss of pay for a specific period of time due to illness.

The misuse of sick leave is a serious matter, which cannot be accepted by the Village or the Chapter. The Village and the police officers shall make every effort to correct the misuse or abuse of sick leave whenever it may be suspected of occurring. Abuse of the sick leave benefit shall be cause for disciplinary action up to and including discharge.

Section 12.3: Leave of Absence

A police officer who suffers an off-the-job injury or illness and is unable to return to work following exhaustion of all of his accrued sick leave benefits, vacation days and holidays, that police officer, upon request, may be granted a temporary leave of absence with the approval of the Village Manager. Such leave of absence shall begin following the use of all accrued benefits as described above. If the police officer is permitted a temporary leave of absence, the Village Manager shall set the time period based on the circumstances in each specific case. No sick leave, vacation, holiday, or seniority benefits will accrue to the employee during the temporary leave of absence and any holidays which may occur during the leave shall be forfeited.

If a police officer is determined by appropriate professional(s) to be permanently disabled as the result of an off-the-job injury or illness, the police officer's benefits shall be terminated effective on the date of such decision, but in no event prior to written notice being sent by the Village.

Section 12.4: Medical Examinations

If there is any question concerning a police officer's fitness for duty or fitness to return to duty following a layoff, injury or illness, the Village may require, at its expense, that the police officer be examined by a qualified physician and/or another appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that a police officer provide at his own expense a statement from his own doctor upon returning from sick leave or disability leave. If the Village determines that a police officer is not fit for duty after receiving the result of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the police officer on sick leave (or unpaid leave if the police officer does not have any unused sick leave days).

Section 12.5: Sick Leave Incentive

A sick leave incentive program of the following terms and conditions shall be in effect in order to reduce the amount of sick time usage.

Part One: In order to be eligible to receive this benefit, a police officer must have at least twenty (20) years of continuous service with the Village and a minimum of 1,000 hours of unused accrued sick leave as of the date of resignation from the Village.

Part Two: Upon separation from employment, the appropriate value of an eligible police officer's accrued sick leave for hours accrued pursuant to the Sick Leave Incentive Payout Schedule below will automatically be applied to the purchase of retiree health insurance or the reimbursement of out-of-pocket medical expenses, for such police officer or his or her eligible dependents:

Sick Leave Incentive Payout Schedule

1,000 hours 30% (300 hours)

1,001 – 1,600 hours	35%	(210 hours)
1,601 – 2,400 hours	40%	<u>(320 hours)</u>

Maximum benefit: 830 hours

There shall be no cash payout to the employee for any sick leave, and the application of the sick leave benefit described herein shall be pursuant to a plan established by the Village in compliance with Section 105 of the Internal Revenue Code of 1986, as amended, and the applicable regulations. The maximum benefit shall be 830 hours, valued at the employee's existing rate of pay at time of separation from employment.

Part Three: This sick incentive described herein shall be available for use following an eligible employee's last day of employment with the Village, subject to the conditions specified in Parts One and Two of this Section.

Part Four: For purposes of this Section, no police officer shall substitute scheduled or unscheduled vacation or other paid leave for necessary sick time.

Section 12.6: Continuation of Benefits

The Village will provide health care coverage in accordance with the provisions of Article XXII, Section 1, of this Agreement for up to 12 months while an employee is on sick leave or injured on duty disability status. Sick leave and vacation leave will be accrued by a police officer for up to twelve (12) months while on a duty-related disability leave.

Section 12.7: Funeral Leave

In the event of a death in an officer's immediate family, the officer shall be excused without loss of pay for a period of up to three (3) consecutive workdays for the purpose of arranging for and attending the funeral.

The officer's immediate family shall be defined as spouse, child, step-child, mother, father, step-mother, step-father, legal guardian, mother-in-law, father-in-law, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, grandmother, grandfather, spouse's grandmother and spouse's grandfather, son-in-law, daughter-in-law and grandchildren.

In the event of a death in an officer's extended family, defined as aunt, uncle, niece and nephew, the officer shall be excused without loss of pay for a period of up to one (1) consecutive workday for the purpose of attending the funeral.

Section 12.8: Family and Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993("FMLA") that are in accord with what is legally permissible under the FMLA.

Section 12.9: Light Duty

Light duty for bargaining unit employees will be subject to the Village Light Duty Policy, as set forth in Appendix C, which may be changed from time to time by the Village. An alleged violation of the policy in effect at the time of the alleged violation will be subject to the grievance procedure contained in this Agreement.

Section 12.10: Jury Duty

When assigned to the Second Watch, a police officer shall be granted an excused leave of absence from work without loss of pay when required to perform jury duty during the officer's regularly scheduled duty hours. The officer shall provide written notice of jury duty to the Police Chief as far in advance as practicable. An officer shall be excused from work on the day he/she is required to be in court for jury duty if he/she is scheduled to be on the First Watch or Third Watch. If an officer is scheduled to work the First Watch, he/she will be excused from work the shift preceding his/her jury duty appearance.

ARTICLE XIII
Smoking

Police officers hired after May 1, 1989 shall not, as a condition of employment, smoke, chew or use tobacco in any form, on the job. The Village retains the right to designate areas for smoking or other use of tobacco for employees hired prior to May 1, 1989.

ARTICLE XIV
Disability from Injuries in the Line of Duty

Whenever any police officer covered by this Agreement suffers an injury in the line of duty which causes him to be unable to perform duties, he shall continue to be paid by the Village on the same basis as he was paid before the injury, with no deduction from his sick leave credits, compensatory time for overtime accumulations or vacation, or service credits in a public employee pension fund during the time he is unable to perform duties due to the result of the injury but not for a longer period of time than twelve (12) calendar months in relation to the same injury. Sick leave and vacation leave will be accrued by a police officer for up to twelve (12) months while on a duty-related disability leave.

The Village retains the right to order at its expense physical or medical examinations of the injured police officer to determine the degree of disability.

Any salary compensation due the injured police officer from any type of insurance which may be carried by the Village shall revert to the Village during the time for which continuing compensation is paid to him under the provisions of this Article. Any disabled police officer receiving compensation under the provisions of this Article shall not be entitled to any benefits for which he would qualify because of his disability under the provisions of the Illinois Pension Code, approved March 18, 1963, as amended before or after the effective date of this Agreement.

Any officer who is being paid for injured on duty may elect to not take vacation or holidays (that have already been designated by that officer to be scheduled during that injured on duty time); however, he must notify the Village of this election within ten (10) days prior to the holiday or vacation. However, if the injury occurs within the ten (10) day period, the officer shall notify the Village as soon as he is capable of doing so. Further, it is understood that holidays are not carried over beyond the year in which they are to be used.

In regards to an officer being allowed outside employment during the period of time which an officer is injured on duty and receiving compensation from the Village, it is understood that the officer will only perform that secondary job function if he is able to be assigned light duty in the department.

It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Village shall be reimbursed for the wages paid to the employee for the time that the employee was off work for this injury. If suit is filed, the officer shall notify the Village as soon as possible so that all insurance questions may be coordinated.

ARTICLE XV
Board of Fire and Police Commissioners

The parties recognize that the Board of Fire and Police Commissioners has certain statutory authority over police officers covered by this Agreement, including but not limited to, the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission.

Any matter within the jurisdiction of the Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XVI
Rules, Regulations, Orders

The Chapter and its members agree that it shall encourage its members to comply, in full, with departmental rules, regulations, orders, and the Village's Personnel Policy Manual, as well as all Rules and Regulations of the Board of Fire and Police Commission of the Village.

ARTICLE XVII
Layoff, Recall

Section 17.1: Definition of Seniority

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior. Seniority shall not be earned during the period of any unpaid leave in excess of five (5) consecutive days and in such event the employee's seniority shall be adjusted accordingly.

Section 17.2: Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they successfully complete the probationary period. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with any disciplinary suspension, layoff, or termination of a probationary employee.

Section 17.3: Seniority List

On or before May 1 and November 1 of each year, the Village will provide the Chapter with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Chief in writing within ten (10) calendar days after the Chapter's receipt of the list. Any difference of opinion regarding this list may be handled via the normal grievance procedures except that it is not subject to arbitration.

Section 17.4: Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois law, 65 ILCS 5/10-2.1-18.

The Village, in the exercise of its right will not contract out for the performance of duties and tasks normally assigned to a police officer in lieu of recalling any police officer who has been laid off in accordance with the procedure specified above.

Section 17.5: Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given five (5) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

Section 17.6: Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires (or is retired pursuant to a legal mandatory retirement age adopted and implemented by the Village);
- (d) falsifies the reason for a leave of absence or disability leave or is found to be working during a leave of absence or a disability leave without prior written approval of the Village;
- (e) does not present proof of necessity for a leave of absence within a reasonable time;
- (f) fails to report to work at the conclusion of an authorized leave of absence or vacation when being capable to do so;
- (g) is laid off and fails to report for work within five (5) calendar days after having been recalled;
- (h) is laid off for a period in excess of one (1) year;
- (i) does not perform work for the Village for a period in excess of twelve (12) months or the length of his seniority; whichever occurs first;

- (j) misrepresents or omits facts on his employment application and such misrepresentation/omission is material to his employment; or
- (k) is absent for two (2) consecutive working days without notifying the Village when being capable to do so.

Section 17.7: Reinstatement of Seniority

Full seniority rights shall be reinstated to any officer covered by this Agreement, provided that the officer must complete a program directed by the Chief of Police, and at the Village's expense under the following conditions:

- (a) A police officer retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Village;
- (b) A police officer is separated due to a layoff or reduction of forces and is later reinstated.

The Village and the Chapter agree that no seniority or benefits shall accrue during any period of disability, dismissal or lay-off.

ARTICLE XVIII
Overtime, Court Time, Callback, Compensatory Time, and Hireback

Section 18.1: Tour of Duty

In accordance with the Fair Labor Standards Act, the tour of duty for police officers covered by this Agreement shall be one hundred seventy-one (171) hours in a 28-day cycle established by the Department. However, the Village agrees to pay police officers at the rate of time and one-half for all hours worked in excess of their normally scheduled duty day.

Section 18.2: Compensation

Compensation of the police officers of the Village of Hoffman Estates for each year of this agreement shall be paid according to Appendix A attached hereto and by reference incorporated herein.

Section 18.3: Overtime and Compensation Time

Police officers may have the option of taking all overtime as compensatory time due per 28-day duty schedule. It will be the responsibility of the police officer to notify the Chief of Police if he wishes to exercise said option on or before the conclusion of the 28-day cycle for each month. If the police officer fails to notify the Police Chief that he wishes to exercise his option of compensatory time, he shall then be paid for his overtime accumulated during each respective 28-day duty cycle. This paragraph shall not cover official hire back positions authorized by the Village. An officer on leave, sick or disabled shall not be allowed to participate in the hireback schedule.

Compensatory time shall be allowed to accumulate and shall be rescheduled by the officer with the approval of the Chief of Police and in accordance with the needs of the Department. An employee's request to use accrued compensatory time will not be arbitrarily denied, unless approval would result in overtime liability to the Village. Once an employee has received approval to use compensatory time off at a particular time, such time off will not be arbitrarily canceled by the Village, unless cancellation is necessary to avoid overtime liability to the Village. Upon termination of employment with the Village, all accrued compensatory time shall be paid to the employee at their final rate of pay. No officer will accrue more than one hundred sixty (160) hours of compensatory time.

Should there be a final determination of the federal courts that indicates that the Fair Labor Standards Act does not cover local police officers, this section may be reopened for discussion.

Section 18.4: Shift Callback

This Section only applies to officers assigned to the Patrol Division. The calling back of such police officers for patrol shift duties, hereinafter referred to as a shift callback or hireback. Whenever practical, the assignment will be split between officers from different shifts and shall be accomplished by the following procedure:

A. Next Shift Vacancy

The hiring back of police officers for a next shift vacancy shall be determined by seniority of the officers who are working at the time the need arises. Whenever practical, the assignment will be split between officers from different shifts, the same seniority process shall govern both selections. If the vacancy is not filled by this process, then an inverse seniority order will be used, whenever practical, to determine the officer who must fill the vacancy.

B. Advance Vacancy

For vacancies known in advance, the callback of police officers will, whenever practical, be determined by seniority from the officers on the applicable shift where the vacancy occurs. If this process does not fill the vacancy, the procedure as outlined in Subsection A. "Next Shift Vacancy," above, will be followed.

C. Scheduled Overtime

Overtime assignments, unless otherwise specified in the contract, shall be generally determined based on a separate Patrol Division Seniority List. The payment for such assignments shall be at one and one half (1½) times the officer's regular rate of pay.

The Village reserves the right to determine, which Seniority List shall be used based on any special requirements for the overtime.

The Village shall not be required to include a Patrol division officer who is off duty but in court or working a hireback pursuant to Section 6 of this Article and Appendix B, on a callback list under this Section.

D. Maximum Hours Worked

Excluding emergency situations, as determined by the Chief of Police, or his designee, and hirebacks, an officer generally will not be required to work more than twelve (12) consecutive hours performing patrol duties on a shift.

E. Remedy

If an officer demonstrates that he did not receive an overtime offer as provided by this section, the officer shall schedule with the supervisor a mutually agreed upon overtime assignment at least equal in hours to the inadvertently missed offer.

Section 18.5: Court Time and Other Hearings

Any police officer because of performing his duty for the Village, who is required to appear at any official hearing or court while not on his regular schedule tour of duty, shall be

compensated as follows:

- (1) Two (2) hours pay at twice the officer's regular hourly rate of pay for each session attended. Any hours in excess of two shall be compensated at one and one half (1 1/2) times the hourly rate of pay. If an officer's court call is continued by the court from one session to another session within the same calendar day, the officer shall be considered on overtime until the conclusion of his scheduled court call that day. For court dates on an officer's regular day off (RDO), the officer shall have the option of five (5) paid hours at the officer's regular hourly rate of pay or four (4) hours as time due.

Separate records shall be kept for actual time in court and only actual time in court shall be applied for FLSA hours and the above provisions shall have no affect on FLSA calculations of time.

For the purposes of this subsection, all morning court calls held at the same location shall be considered one (1) session and all afternoon court calls held at the same location shall be considered one (1) session (e.g. if an officer attends both the 9:00 a.m. and 10:30 a.m. court calls, it shall be considered as only one (1) session for pay purposes). If an officer is scheduled for a morning court call and it is continued or put over to an afternoon court call, it shall nevertheless be considered as only one (1) session for pay purposes.

Should the officer be required to appear at a court call, not his regularly assigned court call, on the same day as his regularly assigned court day, said required additional appearance shall be considered a separate session and the officer shall be compensated as such (e.g. if an officer is assigned the 9:00 a.m. or 10:30 a.m. call and he is advised that a case has been assigned to the 1:30 p.m. call, his appearance at both calls shall be considered separate sessions and not applicable to the conditions as set forth for continued court calls).

- (2) Any officer who is ordered to report in person to the station while off-duty for any reason other than an official hearing before the Chief of Police, for disciplinary action or for failure to correctly complete and turn in his on-duty assignments prior to going off duty, shall be considered on overtime from the time the officer reports for work and to such time as he is no longer needed with a minimum of two (2) hours overtime pay guaranteed for call back. Separate records shall be kept for actual time and only actual time shall be applied for FLSA hours and the above provisions shall have no affect on FLSA calculations of time.
- (3) Police officers who are ordered to attend Fire and Police Commission hearings shall be compensated as under (1) above. Police officers who are subpoenaed by the complainant to attend Fire and Police Commission hearings shall be compensated as under (1) above. Police officers who are subpoenaed by the Respondent to attend Fire and Police Commission hearings and were directly involved in the particular incident shall be compensated as under (1) above. Police officers who are called or subpoenaed by the Respondent to attend Fire and

Police Commission hearings as character witnesses or who were not directly involved in the particular incident shall not be compensated.

Section 18.6: Hireback

Police officers who are not on regularly scheduled duty may be hired back to work as a police officer by organizations, or agencies through the Village, pursuant to the Department's policy and procedure so established. Compensation for such hireback shall be paid at the rate of one and one-half (1½) times the hourly rate of pay for the top police officer's base pay rate. Any police officer working on hireback shall be guaranteed a minimum pay of two (2) hours. Police officers working such hireback assignments shall be considered on official duty for the Village and shall be covered by full benefits of the Village.

Section 18.7: No Pyramiding

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates. The intent of this section is not to prevent an officer from working overtime while on a scheduled vacation or other approved benefit time off. (i.e. called in to work a hireback, a case investigation, or respond to an MCAT or NIPAS assignment). This section pertains to eliminating the option to take benefit time in order to attend court (i.e. a day-shift officer requesting to take 2 hours of time due in order to qualify as off-duty for the purposes of attending court).

ARTICLE XIX
Shift Exchange, Holidays and Floating Holidays

Section 19.1: Shift Exchange

The Police Chief or the officer in charge may, at their sole discretion, grant the request of any two (2) members of the Police Department to exchange day or days off, without any change in pay, provided that, in the opinion of the Police Chief or officer in charge, they are equally capable to perform each other's respective jobs, and able and willing to make the exchange. Such exchanges shall exclude authorized overtime work. All requests should be made in writing at least ten (10) days in advance of the request. Such requests shall be granted upon the recommendation of the Shift Commander with the approval of the Police Chief or officer in charge, and shall not be arbitrarily denied. The Village reserves the right to make reasonable rules limiting the number of shift exchanges that any two employees may arrange.

Section 19.2: Holidays

Each police officer shall be granted six (6) designated holidays each calendar year. The designated holidays and the dates they are observed are:

New Year's Day	January 1
Memorial Day	4 th Monday of May
Independence Day	July 4
Labor Day	1 st Monday of September
Thanksgiving Day	4 th Thursday of November
Christmas Day	December 25

Each officer may pick one designated holiday to be taken as time off on the day the holiday is observed. Selection of the designated holiday shall be based on seniority, and minimum-staffing levels, as determined by the Department, shall be met. It is understood that due to minimum staffing levels, it may not be possible for all officers to select a holiday under this provision.

If an officer is unable to select a designated holiday, the police officer, in order of seniority, may select any other day as a designated holiday, as long as minimum staffing levels are met. The officer's immediate supervisor will assign the remaining designated holidays.

A police officer shall have the right to request a change of a designated holiday to become a floating holiday. If the requested change is of a designated holiday assigned by an immediate supervisor, than the request must be submitted in writing at least fourteen (14) days prior to the assigned holiday, otherwise the officer must observe the holiday on the assigned date. The Chief of Police, or his designee, shall consider such requests and grant same provided that the operational requirements of the department are not adversely affected.

Any officer who works a regular shift on a designated holiday shall receive, in addition to the regular rate of pay, four (4) hours of time due to be taken within a reasonable time frame and with the approval of the Department or four (4) hours of pay at the straight time rate. Any officer that is called into work on a designated holiday shall be compensated at their regular overtime rate and shall receive the straight time holiday compensation on a pro-rata basis for the time actually worked.

Section 19.3: Floating Holidays

Employees earn floating holidays on a pro rata basis, in the amount of 2.15 hours per pay period. If the Village permits an employee to use a floating holiday(s) before it is actually earned and such employee then separates from Village employment (for any reason), the dollar value of such unearned time shall be deducted from the employee's final pay. Each police officer shall be granted seven (7) floating holidays. An employee may, at or before the start of his regularly scheduled shift, request permission to utilize a floating holiday under this section, and such request shall not be arbitrarily denied, unless approval would result in overtime liability to the Village. The Village reserves the right to limit approval of floating holiday requests to one (1) employee per shift.

Floating holidays may not be carried over from one year to the next unless prior approval is obtained by the effected officer from the Chief of Police or his designee upon good cause shown. Floating holidays approved for carryover must be used within six (6) months.

ARTICLE XX
Drug and Alcohol Testing

The Village may require an employee to submit to a urine and/or blood test where there is reasonable suspicion of improper drug or alcohol use by said employee. The Village shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within forty-eight (48) hours of the request.

The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding by a state certified laboratory, a GC/MS confirmatory test shall be conducted as to the same sample. An initial positive screening test shall not be submitted to the Village; only GC/MS confirmatory test results will be reported only to the Police Chief of the Village. The Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

Use of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as having alcohol or proscribed drugs in the blood while on duty shall be cause for discipline, including termination, subject to confirmation by the Village Board of Fire and Police Commissioners. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised with the Village Board of Fire and Police Commissioners. The Village shall continue to provide an employee wellness program to employees covered by this Agreement. An employee's participation in the employee wellness program shall be voluntary. An employee's voluntary request for assistance with drug and/or alcohol problems shall be held strictly confidential by the employee wellness program director. Documents evidencing an employee's voluntary request for assistance with drug or alcohol problems shall not be inserted into an employee's official personnel file without the employee's consent.

Nothing in this Article shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any proceeding before the Village Board of Fire and Police Commissioners.

ARTICLE XXI
Personnel Information Release to the News Media

Police officers covered by this Agreement shall not be subject to having their personnel information released to the media, including: Officer photographs, address of residence, telephone number, other personal information, and current duty assignment, except for one (1) of the following reasons: written permission by the officer, by order of a court of competent jurisdiction, or in the event an officer is charged with a criminal act.

ARTICLE XXII
Health Insurance

Section 22.1: Hospital and Major Medical Insurance

The Village and employees covered under this contract shall pay the monthly premium cost for hospitalization and major medical insurance plan or the HMO option as follows: the employee shall pay 10% of the premium for the type of coverage elected (single or family), and the Village shall pay the remainder of the premium.

The Union agrees the Village retains the right to change carriers or otherwise provide for coverage (e.g. self-insurance) as long as the level of benefits remains substantially the same.

Section 22.2: Village's Obligation

It is agreed that the extent Village of Hoffman Estates' obligation under this section is limited solely to the payment of the cost of the insurance premium program provided thereunder, and employees and their dependents and beneficiaries shall be entitled to benefits, if any, only in accordance with and governed by the terms and conditions of the insurance policy, or policies, issued to provide such benefits. The Village of Hoffman Estates shall not itself be obligated to pay any insurance benefits provided of in said Section directly to employees or their dependents or beneficiaries.

The failure of any insurance carrier, or carriers, to provide any benefit for which it has contracted shall result in no liability to the Village of Hoffman Estates nor such failure be considered a breach by the Village of Hoffman Estates of any obligation undertaken under this or any other agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Village of Hoffman Estates, employee, or beneficiary, or dependent of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

The Village will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles.

Should there be a dispute between an employee (or his beneficiary or dependent) and the insurance carrier, or carriers, or the processor of claims, this dispute shall not be subject to the grievance procedure provided for in this Collective Bargaining Agreement between the Village of Hoffman Estates and Metropolitan Alliance of Police Chapter 96.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage as long as the basic level of coverage remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for designated surgical procedures.

The Village agrees that during the term of this contract it will offer no less than two

different insurance plan options. Generally, one will be an HMO program and the other an indemnity plan.

Section 22.3: Dental Insurance

The Village shall make available to all covered employees, an optional individual or family dental plan. Said dental plan shall be provided at the employee's cost with no cost to the Village.

Section 22.4: Group Term Life Insurance

During the term of this Agreement, the Village of Hoffman Estates shall provide (by way of paying premiums), each full time employee covered by this Agreement with a paid Fifty Thousand Dollar (\$50,000) group term life insurance policy. The Village of Hoffman Estates reserves the right to provide this group term life insurance through a self-insured plan or under a group insurance policy, or policies, issued by an insurance company, or insurance companies, selected by the Village.

Section 22.5: Inoculation and Immunization

The Village agrees to pay all expenses for inoculation or immunization shots for the employee when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 22.6: HIPAA and Mental Health Parity Act

The parties agree that the Employer may adopt policies to implement the Health Insurance Portability and Accountability Act, as well as the Mental Health Parity Act of 1996, that are in accord with what is legally permissible under these federal statutes.

Section 22.7: Killed in the Line of Duty Benefit

The Village shall convey to an officer's immediate family, or designated beneficiary, a sum of \$10,000 if any officer is killed in the line of duty. This payment is an expression of financial support to the family toward funeral and burial expenses of the employee.

ARTICLE XXIII
Vacation Scheduling and Accrual

Section 23.1: Vacation Accrual

1. From the completion of one (1) year of continuous service until the date of five (5) years of continuous service, an employee is entitled to two (2) times the hours worked in a normal workweek, per year.
2. From the completion of five (5) years of continuous service until the date of eleven (11) years of continuous service, an employee is entitled to three (3) times the hours worked in a normal workweek, per year.
3. From the completion of eleven (11) years to seventeen (17) years of continuous service, an employee is entitled to four (4) times the hours worked in a normal workweek, per year.
4. From the completion of seventeen (17) years of continuous service, an employee is entitled to five (5) times the hours worked in a normal workweek, per year.

Section 23.2: Scheduling

Vacation picks for the length of this contract shall be chosen as follows:

Police officers shall pick their vacation periods in order of overall seniority by shift. However, officers assigned, as either a Police Consultant or School Resource Officer shall select vacation time for the period of time assigned to such position in accordance with the contract in effect for the respective School District. Any remaining vacation time shall be scheduled in accordance with this Section.

A police officer shall be permitted to split the number of vacation days he is eligible to receive as many times as desired provided that each two (2) times a vacation period is selected, he shall lose his pick until the rest of the police officers on his shift or unit of assignment have picked by seniority.

If a transfer from one shift or unit of assignment to another occurs, the officer's vacation pick stands unless mutually agreed upon with management approval.

When a police officer changes shifts after vacation selection has been made, the department shall reasonably attempt to accommodate the vacation schedule of the officer changing shifts by first attempting to select police officers without conflicting vacations.

The Village agrees that vacation picks selected at the beginning of the selection cycle shall supersede the assignment of floating holidays or an assigned legal holiday.

ARTICLE XXIV
Workers Compensation Pay

In the event of an employee on duty injury resulting in payment under Article XIV of this Agreement, the injured employee shall remit to the Village any payment received from the workers compensation carrier for wages. The Village will not be obligated to compensate an injured employee prior to receipt of said remittance from the employee.

Article XXV
No Solicitation

While the Village acknowledges that bargaining unit employees may conduct solicitation of Hoffman Estates merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Hoffman Estates Police Department or the Village of Hoffman Estates.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit members agree that they will not use the words "Hoffman Estates Police Department" in their name or describe themselves as the "Village of Hoffman Estates." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This provision of Article XXV does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXVI
Outside Employment

Employees shall not be employed by employers other than the Village, nor shall they contract for or accept anything of value in return for services, nor shall they otherwise be self-employed for remuneration, without the prior written approval of the Chief of Police. Employees wishing to hold outside jobs, including self-employment, which will not result in a conflict of interest or infringe on their ability to do their job for the Village, shall apply in writing to the Chief of Police for approval on a form provided by the Village. Such application shall be approved or denied within ten (10) working days after submission. Written approval will not be unreasonably withheld where the proposed employment will not present a conflict of interest or infringe on the employee's ability to do his job for the Village. If outside employment, including self-employment, has previously been approved or permitted by the Village, and if it later appears that such outside employment, including self-employment, is resulting in a conflict of interest or is infringing on the ability of the employee to do their job for the Village, prior approval for such outside employment may be revoked, provided that the employee involved shall receive at least ten (10) working days advance notice in writing of such revocation.

ARTICLE XXVII
Termination and Legality Clauses

Section 27.1: Savings Clause

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

Section 27.2: Board of Police and Fire Commissioners

The authority and powers of the Board of Fire and Police Commission as established in accordance with the Illinois Constitution, Illinois Compiled Statutes, and the Rules and Regulations of the Board of Fire and Police Commission shall supersede and take precedence over any provisions of this Agreement, where applicable. In addition, if any provisions of this Agreement are found to be in conflict with the Village Personnel Policy Manual or any Departmental Rules and Regulations or General Orders, said provisions of this Agreement shall take precedence.

Section 27.3: Entire Agreement

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, including the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 27.4: Effective Dates of Agreement

This Agreement shall become effective as of January 1, 2008 and terminate on December 31, 2012. This Agreement shall be automatically renewed from contract year(s) to contract year(s). Either party shall notify the other party, in writing, no less than sixty (60) calendar days prior to nor more than one hundred twenty (120) calendar days prior to December 31, 2012 of either party's desire to modify or terminate this Agreement. In the event that notice of desire to terminate this Agreement is so given, this Agreement shall be terminated upon the expiration date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new agreement or part thereof between the parties.

THIS AGREEMENT EXECUTED this 6 day of November, 2008, after receiving official approval by the President and Board of Trustees and ratification by the Chapter membership.

METROPOLITAN ALLIANCE OF
POLICE, HOFFMAN ESTATES,
Chapter 96

VILLAGE OF HOFFMAN ESTATES

By: Herene Williams
President, Chapter 96

By: William D. McLeod
President, Board of Trustees

ATTEST: Coakem Blum
Secretary, Chapter 96

ATTEST: Bruce Romanoff
Village Clerk

FOR THE METROPOLITAN
ALLIANCE OF POLICE, HOFFMAN
ESTATES, Chapter 96

As to Form and Legality:

Joseph M. Andalini
JOSEPH M. ANDALINI
PRESIDENT

Jim H. Noon
Village Manager
Anthony J. ...
Corporation Counsel

APPENDIX A

Section A1: Wage Schedule

This schedule reflects annual salary increases of 4.0% effective January 1, 2008, 4.0% effective January 1, 2009, 4.0% effective January 1, 2010, 4.0% effective January 1, 2011 and 4.0% effective January 1, 2012.

Length of Service	1/1/08 - 12/31/08	1/1/09 - 12/31/09	1/1/10 - 12/31/10	1/1/11 - 12/31/11	1/1/12 - 12/31/12
	4.0%	4.0%	4.0%	4.0%	4.0%
0-1 YRS	\$53,933.87	\$56,091.22	\$58,334.87	\$60,668.27	\$63,095.00
1-2 YRS	\$55,316.80	\$57,529.47	\$59,830.65	\$62,223.88	\$64,712.83
2-3 YRS	\$57,809.32	\$60,121.69	\$62,526.56	\$65,027.62	\$67,628.72
3-4 YRS	\$61,468.12	\$63,926.84	\$66,483.92	\$69,143.27	\$71,909.00
4-5 YRS	\$65,126.94	\$67,732.02	\$70,441.30	\$73,258.95	\$76,189.31
5-6 YRS	\$68,785.75	\$71,537.18	\$74,398.66	\$77,374.61	\$80,469.59
6-7 YRS	\$71,288.35	\$74,139.88	\$77,105.48	\$80,189.70	\$83,397.29
OVER 7 YRS	\$76,869.30	\$79,944.07	\$83,141.84	\$86,467.51	\$89,926.21

The Village shall determine the placement of new hires on the above salary schedule, provided that no one shall be placed higher on the schedule than their number of years in law enforcement warrants.

Section A2: Specialty Pay

- A. Police officers assigned as investigators to the Investigations Section shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay: \$1,350.00 per 12-month period, payable in a lump sum during the last payroll period of the year.
- B. Police officers certified as Field Training Officers (FTO) when assigned to perform FTO duties shall be paid, in addition to their regular rate of pay, one and one-half (1 ½) hour of straight time for each day of FTO duties performed with payment being made each payroll period that FTO duties were performed.
- C. Police officers assigned as Evidence Technicians shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay, \$750.00 per 12 month period, payable in a lump sum during the last payroll period of the year.
- D. Police officers assigned to the Traffic Section as Certified Traffic Crash Investigators, who have completed Accident Investigation One and Two, shall be paid, prorated for the time of the appointment, in addition to their regular rate of pay, \$750.00 per 12 month period, payable in a lump sum during the last payroll

period of the year.

- E. Police officers that are fluent in a foreign language, and are called upon by the department to translate on a regular basis shall be paid, in addition to their regular rate of pay, \$400.00 per 12-month period divided into twenty-six pay periods.

Section A3: Career Service Incentive

Based on the Career Service Incentive schedule below, each employee in the bargaining unit who has completed full-time, sworn service with the Village of Hoffman Estates Police Department according to the following schedule shall have his annual base salary increased in accordance with said schedule upon the first payroll after such anniversary, as a career service incentive. The career service incentive described herein shall be considered a one-time addition to an employee's base wage upon completion of their fifteenth (15) year, twentieth (20) year, or twenty-fifth (25) year anniversary.

This career service incentive shall be considered as part of the employee's base wage for purposes of determining the employee's hourly rate of pay.

Career Service Incentive Schedule

Full-Time Sworn Service with the HEPD	1/1/08	1/1/09	1/1/2010	1/1/2011	1/1/2012
15 years	\$600	\$675	\$750	\$750	\$750
20 years	\$850	\$925	\$1,000	\$1,000	\$1,000
25 years	\$1,100	\$1,175	\$1,250	\$1,250	\$1,250

APPENDIX B

Hireback

Section B1: Hireback Defined

Hireback is defined as any employment for an outside entity wherein the sworn member of this department is acting in the capacity of a Hoffman Estates Police Officer and payment for such employment is made to the officer through the Village of Hoffman Estates, and the outside organization or agency reimburses the Village for such hireback employment.

Section B2: Compensation for Hireback

Officers working hireback will be compensated at one and one-half (1 1/2) times the top police officer rate regardless of rank. Officers of the rank of police officer, when assigned in the capacity of detail supervisor shall be compensated at one and one-half (1 1/2) times the top sergeant's straight time rate.

Section B3: Hireback Coordinator

The Chief of Police shall assign one or more supervisory officers to coordinate hireback details and shall designate what details or types of details such coordinator is responsible for.

Section B4: Special Hireback Detail Training

Officers may be required to take specialized or refresher training with respect to the areas of hireback details. If such training takes place outside an officer's normal hours of work, it shall be treated for compensation purposes in the same way as other departmental training. Failure to complete such training shall preclude the officer from signing for hireback detail(s) which were the subject of the training.

Section B5: Responsibilities of Hireback Coordinator

1. The Hireback Coordinator shall have the responsibility of posting details in a timely manner.
2. He shall have the responsibility and authority of designating what officers (from the list of those that have signed for a given detail) are to be named as detail supervisor, what officers are to be assigned to work in uniform or civilian dress, to assign specific posts to such officers, and any other assignments as may be required by such detail.

3. He shall further be responsible for setting the reporting times for officers assigned to such detail(s).
4. If after a detail has been signed for and is subsequently canceled or the number of personnel needed for such detail is reduced by the entity requesting such hireback detail, he shall notify all officers so affected. If the number needed is reduced, the last to sign up for such detail shall be the officers for which reduction is made.

Any officer removed from a given hireback detail either by cancellation of such detail or by reduction of personnel needed shall have no claim for compensation for such detail as long as notification was made to such officer, either in person, by phone, in writing and by posting in the squad room of such cancellation or reduction.

Section B6: Hireback - Officers on Duty

All officers working hireback details are considered to be on duty as Hoffman Estates Police Officers and as such are afforded all the benefits of such employment and are subject to all rules, regulations, policies and orders of the Hoffman Estates Police Department with their efforts of such duty directed to the needs of the specific entity requesting the hireback.

Section B7: Hourly Limit on Working Hireback Details

No officer shall sign for more than twenty-five (25) hours of hireback detail in any calendar week. In the event an officer is on leave or furlough during an entire calendar week, he shall be limited to a total of sixty-five (65) hours of hireback details.

Section B8: Hireback Detail

A hireback detail is defined as any hireback request received by an outside entity for a specific date. If more than one (1) outside entity requests a hireback detail, each such request shall be considered as a separate hireback detail. All hireback requests shall be routed through the Hireback Coordinator.

Section B9: Eligibility for Hireback Details

Any sworn officer of this department who has completed his initial police and in-service squad training shall be eligible for hireback details, provided:

1. No police officer may work a hireback detail that is in conflict with his assigned tour(s) of duty.
2. He has attended any training required by a specific hireback detail(s).

Section B10: Duties of a Detail Supervisor

The Detail Supervisor shall:

1. Be responsible for the conduct and actions of all police personnel assigned to such detail.
2. Once a detail has commenced and the supervisor finds or is advised that the manpower needs should be reduced for the balance of such detail, he shall first seek volunteers that wish to leave such detail early (minimum 2-hours pay). If no volunteers are found, he shall relieve of duty at such detail as many officers as he is required to reduce the detail by. To accomplish this he shall relieve those that were the last to sign up for such detail.

Section B11: Hireback List

1. The department's roster of eligible sworn personnel by date of employment shall be split in half with the second half being reversed and merged with the first half by alternating each name for the two (2) halves to permit the department to have a mixture of senior and junior officers eligible for each detail.
2. In the event a hireback detail requires a supervisor there will be a separate list as stated above that will exclude supervisory personnel, and a second list of supervisory personnel will be posted for such details.
3. Officers not desiring to work hireback for any period(s) of time shall advise the Hireback Coordinator, in writing, of the period(s) for which such officer wishes to have his/her name stricken from the hireback list.
4. If an officer who has signed for a specific hireback detail fails to report for such detail, other than for an excused absence subject to the final approval of the Hireback Coordinator, such officer shall forfeit his next two (2) 72 hour picks in rotation on the hireback list and may be subject to disciplinary action under the rules, regulations, policies or orders of this department.
5. Once a police officer has signed for hireback detail he may request to change with another police officer covered by this agreement subject to the final approval of the Hireback Coordinator and, if approved, the Hireback Coordinator shall not be bound by the original assignment of such officer as to uniform or civilian dress for such detail and may alter assignments as he deems necessary. Except in the event of an emergency, requests for changes must be received at least seven days prior to the scheduled event. A conflict in a police officer's duty schedule and a hireback assignment shall not constitute an emergency.
6. Nothing in the above section shall be interpreted to diminish the duties of the detail supervisor, specified herein.

7. If an employee demonstrates that he did not receive a hireback for which he was entitled under this Agreement, the exclusive remedy shall be to give that employee preference for the next available hireback of equal hours.

Section B12: Posting of Hireback Details

1. All hireback details (except in the event of an immediate hireback - less than 72 hours) shall be posted prior to 1200 hours on the date indicated as being posted and any time limits established for signing for any hireback detail shall commence and end at 1200 hours.
2. Hireback details shall be posted in a timely manner but in no event more than thirty (30) days in advance.

Section B13: Signing for a Hireback Detail

1. For each hireback detail, the Hireback Coordinator shall indicate upon the sign-up list the number of officers requested for such detail. He shall also indicate upon the hireback list as previously explained the officers that fall within a 72-hour initial priority pick period. The next detail will begin with the name following the last officer eligible on the previous priority pick period.
2. No officer shall sign for any officer other than himself. Violation of this or any alteration of the sign-up list (except by the Hireback Coordinator) will result in disciplinary action, and removal of the officer's name from all hireback eligibility lists for a period of thirty (30) days.
3. Officers shall sign upon the next available line on the sign-up list to the maximum number of officers required.
4. If after the initial 72-hour priority pick period there remains the need for more officers to sign for a given detail, the number of spaces available may be signed by an equal number of officers that would immediately follow those on the 72-hour priority period. Such second pick period will last forty-eight (48) hours.

5. If after the 48-hour pick period there still remains openings for a specific detail, any officer regardless of his position on the hireback list and regardless of rank may sign for such detail. Such open pick period shall remain open for a maximum of ten (10) days or until seven (7) days prior to a specific detail.
6. If openings for a specific detail still remain after the policy stated in No. 5 above, this department may hireback from outside agencies. In no event shall an officer of this department be able to "bump" from a specific detail any officer hired back from an outside agency.
7. If a detail request comes in seventy-two (72) hours or less prior to such detail date, it shall be regarded as an instance hireback and any officer, regardless of rank, may sign for same.
8. If a hireback request comes in less than eight (8) days prior to the detail date and is not filled as stated in this policy as it regards priority pick periods at seventy-two (72) hours prior to the detail date, any officer, regardless of rank, may sign for such detail.
9. Priority 72-hour pick periods for consecutive details shall follow one another and not be affected by any subsequent 48-hour pick period for the previous detail.

APPENDIX C

VILLAGE OF HOFFMAN ESTATES

LIGHT DUTY POLICY

The purpose of this policy is to clarify the conditions under which the Village will place an employee on light duty, and to provide guidance to the departments for administering the policy consistently. The employee is responsible for informing all health care providers of the Village's light duty policy.

SCOPE OF THE POLICY

This policy will apply to all full-time and part-time employees who have a temporary disability, which prohibits them from performing full job duties, or meeting the essential job functions of the position. Collective bargaining agreements will supersede this policy in those instances where there is a conflict between them. The policy applies to both on-the-job and non-work related injuries and illnesses. However, in assigning light duty work, those employees who have suffered a work related injury would receive first consideration for any light duty work assignments.

RESPONSIBILITY FOR THE POLICY

The Risk Manager and Department/Division Directors are responsible for monitoring the administration of the policy. All requests for light duty assignments must include the physical or medical restrictions, which will be reviewed by the Risk Manager who will in turn consult with the applicable Director as to the availability of light duty work.

The Director, or designee, will work with the Risk Manager to determine the availability of assignments and monitor the employee's progress in returning to full duty status.

DEFINITION OF LIGHT DUTY

Light duty is defined as temporary work, which can be accomplished by an injured or ill employee within the stipulated medical or physical limitations, and without exposing others to the risk of being harmed.

Light duty is further defined as temporary work, which when accomplished will contribute to the fulfillment of the mission of the department as distinguished from "make work" assignments created solely to accommodate ill or injured employees.

CONSIDERATION FOR LIGHT DUTY

Purpose for Light Duty: It is the policy of the Village to provide light duty work for reasons including but not limited to the following:

- To assist employees in recuperating from a temporary illness or injury by reintroducing them gradually to the demands of full duty work.
- To avoid placing temporarily disabled employees in positions that may aggravate the existing injury or illness or risk harm to themselves, co-workers or to other persons or property, by assigning them work they can perform within the restrictions of the treating health care provider.
- To conserve resources by having recuperating employees accomplish meaningful work that is otherwise performed by the regular work force.
- To assist in determining an employee's fitness for duty.

The Village Creates No "Make Work" Assignments: Based on the aforementioned objectives, there is no intention of creating "make work" assignments for any employee, regardless of the employee's physical condition, disability or illness. Employees assigned to light duty are placed in full pay status and expected to perform a fair day's work in a function that substantially contributes to the mission of the department and the Village.

Availability of Light Duty Work: There is no right to light duty work and no employee will be removed from a Village job to make light duty work available for a recuperating employee. The employee will not receive out-of-classification pay while performing light duty work. Moreover, some employees may be unable to perform certain light duty jobs because of lack of skills, training or similar reasons. The availability of light duty assignments may limit the number of individuals who can perform such work at any given time. In no instance will an injured employee with a light duty assignment be displaced in order to place another injured employee on light duty even if the injury is work related. Finally, there may be instances where light duty is not available.

Duration: Light duty work is temporary in nature and will **not** be made permanent. Light duty may be denied if injured employees do not have a reasonable expectation of returning to full regular duties within ninety (90) days from the first date eligible for a light duty assignment.

Case-by-Case Consideration of Assignments: Each case of eligibility for a light duty assignment is considered independently of any other past or present assignments. Thus, the circumstances of each case, the needs of the Village, the availability of assignments in a department, and the nature of the work shall determine an assignment being made.

PROCEDURE

Duty Status Report: Employees recuperating from an injury or illness, and unable to perform essential job functions, shall have the treating health care provider complete a *Duty Status Report*. (See Attachment 'A'). The *Duty Status Report* is available from the Risk Manager and in the injured employee's department. The employee's treating health care provider may substitute another report form if it contains the same information as requested in the Village's *Duty Status Report*. The report must identify the employee's limitation(s) and the date on which the employee will next be examined or released for full duty. It is the responsibility of the employee to inform all health care providers of the Village's light duty policy.

Identification of Light Duty Work: The employee shall submit the *Duty Status Report* to the immediate supervisor who will forward the report to the Risk Manager. The Risk Manager will work with the Department Director in identifying light duty work that is compatible with the employee's restriction(s), and the duration of the light duty assignment, as determined by the health care provider.

Expiration of Assignment: When the light duty assignment expires as stated on the *Duty Status Report*, the employee **cannot** continue to work without furnishing the Risk Manager with a new *Duty Status Report* that will either:

- Recommend the continuation of light duty for a specified period of time and state the date on which the employee will next be examined, or
- Restrict the employee from performing any work for a specified period and state the date on which the employee will next be examined, or
- Release the employee for full duty on a specified date, or
- Any continuation of a light duty assignment will be reviewed and processed like the original assignment.

Forfeiture of Workers' Compensation Benefits:

An employee who is released for light duty but fails to notify the Department Director or the Risk Manager, may forfeit workers' compensation pay.

