

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF HOFFMAN ESTATES, ILLINOIS

AND

METROPOLITAN ALLIANCE OF POLICE
HOFFMAN ESTATES CHAPTER 96

January 1, 2022 – December 31, 2024

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THIS AGREEMENT entered into as of this 19 day of April, 2022 between the VILLAGE OF HOFFMAN ESTATES (hereinafter referred to as the "Village") and the METROPOLITAN ALLIANCE OF POLICE HOFFMAN ESTATES PATROL 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 in an amount specified by MAP per month as 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: 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. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

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 8.4a: Internal Investigations

The Department will make a good faith effort to insure that all non-criminal internal investigations be completed within sixty (60) days of a formal interview of the officer, absent the need for a longer inquiry. If an internal investigation is not completed within sixty (60) days, the officer shall be notified as to the reason. Nothing herein shall be construed as negating the basis for subsequent disciplinary action in the event an internal investigation is not completed within sixty (60) days of the officer's formal interview.

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.

Section 8.7: Progressive Discipline for Non-probationary Officers

The Chief of Police will determine the appropriate level of corrective action in each situation depending upon all pertinent circumstances which may include, but are not limited to the severity of the offense; the police officer's previous work record and length of service; and any mitigating or aggravating factors. Discipline may progress in the steps below, however, depending on the severity of the offense, may begin at later steps.

Forms of progressive discipline may include, but are not limited to:

Oral Reprimand

An oral reprimand is used as a warning to correct minor misconduct or performance problems where more severe disciplinary action is not warranted. The consequences of not correcting the misconduct or performance problems will result in more progressive disciplinary action. Notice of oral reprimands will be documented in the supervisor's log.

Written Reprimand

A written reprimand may be issued for continued misconduct, performance problems of a minor nature, or for more serious matters that do not warrant suspension or other advanced disciplinary action. Copies of written reprimands will be placed in the officer's personnel file. Not correcting the misconduct or performance problem will result in further disciplinary action.

Suspension

Suspensions are a temporary removal from duties and responsibilities with loss of pay. Suspensions are used to discipline officers for serious misconduct or performance problems or for repeated and uncorrected minor misconduct or performance problems.

Termination

Termination of an officer is the permanent removal from employment with the Village. This occurs when the misconduct or performance problem is severe in nature or not corrected following lesser forms of discipline.

Section 8.8: Arbitration of Discipline

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. An officer's appeal of a suspension for five days or less shall be to the Village Board of Fire and Police Commissioners, which shall retain exclusive jurisdiction of such appeals.

The decision of the Police Chief or the Chief's designee with respect to the suspensions

over five days or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension for more than five days or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 4 of the procedure. In accordance with Article VI, no grievance filed under this section may be referred to arbitration without the express written approval of the Chapter. It is understood and agreed that no disciplinary grievance shall proceed to arbitration without MAP's approval. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS Sec. 1022.1-17, the parties have negotiated an alternative procedure for resolving discipline based on the grievance and arbitration provision of this Agreement, and the foregoing provisions with respect to the appeal and review of any suspension greater than five days or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire and Police Commissioners.

Discipline of probationary officers, as well as any verbal warnings, written reprimands or written warnings shall not be subject to the grievance and arbitration procedure.

ARTICLE IX - Chapter Bulletin Board and Storage Cabinet

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 52.5" by 138" 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.

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.

Section 9.5: Storage Cabinet

The Village will provide the Chapter with a storage cabinet for meals, utensils and condiments. The Chapter will maintain the appearance and security of the storage cabinet and will be allowed to keep the cabinet locked and secured when not in use.

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. The police officer must directly notify the radio desk personnel prior to his absence from work unless otherwise directed by the Police Chief or his designee to contact the police officer's supervisor prior to his absence from work.

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. All officers absent from work for three (3) consecutive days as a result of an eligible sick leave due to a serious illness or accident involving a member of the immediate family must provide a statement from their family member's physician certifying the absence from work.

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	35%	(350 hours)
1,001 – 1,600 hours	40%	(240hours)
1,601 – 2,400 hours	45%	<u>(360 hours)</u>

Maximum benefit: 950 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 950 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) workdays to be used within a 14 calendar day period 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) workday to be used within a 14 calendar day period 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.

Any police officer assigned to the patrol division working a twelve (12) hour shift schedule 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 day. The officer shall provide written notice of jury duty to the Police Chief as far in advance as practicable. A police officer working the night shift will be excused from work the shift preceding his/her jury duty appearance.

ARTICLE XIII - Smoking

The Village recognizes the dangerous health effects of tobacco usage and second hand smoke. Therefore, employees are prohibited from smoking and using tobacco products in all Village buildings.

Employees will be asked to properly extinguish and discard smoking and tobacco items prior to entering or reentering Village buildings. Village designated smoking areas will be established outside each building, not visible or within close proximity of a public entrance. Per the Smoke-Free Illinois Act, smoking is prohibited in all Village vehicles. In addition, usage of any tobacco products in Village vehicles will be prohibited per Village policy. All employees shall refrain from smoking and using tobacco products when interacting with the public.

Employees violating the smoking and tobacco prohibition policy will be subject to progressive discipline.

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.

Nothing herein shall be construed as a waiver of the Village's statutory rights to recovery or reimbursement if the employee should recover compensation from a third party who caused the injury to the employee. 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, except as set forth in Section 8.8 herein.

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 except as set forth in Section 8.8 herein.

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 Compensatory 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 negotiation, upon timely demand by either party. Any dispute arising in connection with such reopener negotiations may be submitted to interest arbitration under the IPLRA, as amended.

Notwithstanding any other provision of this Section, officers hired on or after January 1, 2014, may not accrue more than eighty-four (84) hours of compensatory time.

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, which shall change to five (5) hours of time due commencing January 1, 2020.

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) officers of the Police Department to exchange a work day, shift or hours of work on a shift, without any change in pay, provided that:

- A. The Exchange is between officers of an equal or greater qualification unless this requirement is waived by the shift supervisor;
- B. The Exchange is requested to the shift supervisor at least two (2) hours prior to the beginning of the shift. Supervisors may approve the Exchange with less than 2 hours' notice at their discretion.
- C. Any hours worked in accordance with this provision shall be counted as hours worked by the officer originally scheduled to work. Hours worked by the substitute officer shall be excluded in the calculation of hours for which the substitute officer would otherwise be entitled to compensation. If, however, the substitute officer works beyond the original officer's scheduled duty hours, then the substitute officer shall be entitled to his/her applicable rate of compensation for such additional hours worked.

All responsibility for the Shift Exchange is with the officer accepting the exchange to work the shift. If the replacement officer fails to cover the agreed upon duty hours, then that officer shall have the unfilled hours deducted from their accrued benefit time (Vacation, Compensation Time, Floating Holiday, etc) at an hour for hour basis unless that officer finds a replacement officer that meets the criteria of this section. If, however, an overtime hireback is required to cover the unfilled duty hours, then it will be deducted from the officer accepting the exchange's accrued benefit time at the rate of time and one-half unless that officer finds a replacement officer that meets the criteria of this section. In the event that the officer accepting the exchange does not have the appropriate amount of time accrued, then the unfilled duty hours will be deducted from the future benefit time accruals or final pay. In addition, police officers may be subject to discipline for violating the above provisions.

Section 19.2: Holidays

Any officer who works a regular shift on a designated holiday shall receive, in addition to the regular rate of pay, four (4) or six (6) hours of time due (four hours for eight hour shift and six hours for twelve hour shift) to be taken within a reasonable time frame and with the approval of the Department or four (4) or six (6) 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. For purposes of this Section, 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

Police officers working a twelve (12) hour patrol schedule shall be compensated as described above for only the time actually worked on the actual day of the holiday.

Section 19.3: Floating Holidays

Employees earn floating holidays on a pro rata basis, in the amount of 4.0 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 thirteen (13) 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 14% of the premium for the type of coverage selected through December 31, 2022, and 15% starting January 1, 2023 through December 31, 2024 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. See Appendix D for agreed upon Health Insurance Plan revisions, effective January 1, 2022 through December 31, 2024.

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.

Section 22.8: Village Wellness Program

During the term of this agreement, and in the spirit of a healthy employee workplace, the Village will provide a wellness program consisting of a Health Risk Appraisal and a comprehensive blood draw, free of charge to the bargaining unit members.

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.

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 upon execution and terminate on December 31, 2024. 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, 2024 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 19 day of April, 2022, 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

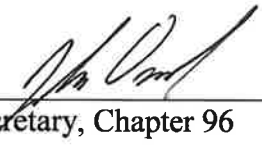
VILLAGE OF HOFFMAN ESTATES

By: 

President, Chapter 96

By: 

President, Board of Trustees

ATTEST: 

Secretary, Chapter 96


ATTEST: 

Village Clerk


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



As to Form and Legality:



Village Manager



Corporation Counsel

APPENDIX A

Section A1: Wage Schedule

This schedule reflects annual salary increases of 2.75% retroactive to January 1, 2022; 2.50% effective January 1, 2023 and 2.25% effective January 1, 2024.

Hired before January 1, 2014

Length of Service	1/1/2022-12/31/2022	1/1/2023-12/31/2023	1/1/2024-12/31/2024
	2.75%	2.50%	2.25%
0-1 YRS	\$76,912.13	\$78,834.93	\$80,608.71
1-2 YRS	\$78,884.25	\$80,856.35	\$82,675.62
2-3 YRS	\$82,438.69	\$84,499.66	\$86,400.90
3-4 YRS	\$87,656.38	\$89,847.79	\$91,869.37
4-5 YRS	\$92,873.95	\$95,195.80	\$97,337.70
5-6 YRS	\$98,091.57	\$100,543.86	\$102,806.10
6-7 YRS	\$101,660.39	\$104,201.90	\$106,546.44
OVER 7 YRS	\$109,619.07	\$112,359.55	\$114,887.64

Section A1A: Wage Schedule

This wage schedule applies to employees hired on or after January 1, 2014, which has been revised to provide the same percentage increases as in Section A1:

Hired on or after January 1, 2014

Length of Service	1/1/2022-12/31/2022	1/1/2023-12/31/2023	1/1/2024-12/31/2024
	2.75%	2.50%	2.25%
0-1 YRS	\$71,477.96	\$73,264.90	\$74,913.36
1-2 YRS	\$73,310.73	\$75,143.50	\$76,834.22
2-3 YRS	\$76,614.04	\$78,529.39	\$80,296.30
3-4 YRS	\$81,463.02	\$83,499.59	\$85,378.33
4-5 YRS	\$86,312.01	\$88,469.81	\$90,460.39
5-6 YRS	\$91,160.98	\$93,440.01	\$95,542.41
6-7 YRS	\$94,477.66	\$96,839.60	\$99,018.49
7-8 YRS	\$101,874.04	\$104,420.89	\$106,770.36
OVER 8 YRS	\$109,619.07	\$112,359.55	\$114,887.64

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	
15 years	\$1,000
20 years	\$1,250
25 years	\$1,500

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.

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

Attach as Appendix C the Village's light duty policy.

APPENDIX D - HEALTH INSURANCE PLAN REVISIONS

		1/1/2022	1/1/2023	1/1/2024
PPO 1 Plan				
	Deductible	\$450 individual / 3 X family	\$500 individual / 3 X family	\$500 individual / 3 X family
	Rx Drug Card Copay			
		\$5 for Generic	\$5 for Generic	\$5 for Generic
		\$50 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary
		Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above
	Office Visit Copay	\$20	\$20	\$20
	Out-of-pocket max	\$750 individual/3x family	\$1,500 individual/3x family	\$1,500 individual/3x family
	Co-insurance	Network 90% Non-network 80%	Network 90% Non-network 70%	Network 90% Non-network 70%
HMO Plan				
	Rx Drug Card Copay			
		\$5 for Generic	\$5 for Generic	\$5 for Generic
		\$50 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary	\$115 for non-Preferred/non-Formulary
		Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above	Mail order (90 day supply) twice the cost above
	Office Visit Copay	\$20	\$20	\$20

MEMORANDUM OF AGREEMENT

The Village of Hoffman Estates ("Village") and the Metropolitan Alliance of Police Chapter #96 ("MAP") agree that this Memorandum of Agreement shall not be considered a part of the current collective bargaining agreement between the Village and the MAP, nor shall it constitute a precedent which either party may cite in any subsequent negotiations or interest arbitration proceeding. The Village and the MAP further agree as follows:

1. Alternative Work Schedule for Patrol Division. This Memo applies to employees of the Patrol Division only, excluding, for example, officer assigned to specialty positions such as Canine Officer, Investigations, TAC, Traffic, POP, DARE and SRO (during the school year).
2. Conditions. The alternative work schedule for covered employees is subject to the following conditions:
 - a) The normal work day will be 12 hours provided that once during each two-week period, the Village may schedule an 8-hour work day for each employee, so that an employee will normally be scheduled to work 2080 hours during the calendar year.
 - b) The work cycle for purposes of 7(k) of the federal Fair Labor Standards Act ("FLSA") shall be considered 14 days, with overtime being paid only for hours worked in excess of 80 hours in a 14 day cycle. Employees covered by this Memorandum will not otherwise be eligible for overtime pay.
 - c) All leave "days" and related benefits shall equate to 8 hours per day, and shall continue to accrue at that rate, *i.e.*, the alternative work schedule shall not increase accrual of paid leave time, including sick, vacations, and holidays and floating holidays. An employee using a full leave day while assigned to the alternative work schedule shall have 12 hours deducted from his/her accrued leave. The only exception shall be for funeral leave, for which a day under Section 12.7 shall be considered the officer's normal work day.
 - d) The attached Department's Alternative Work Schedule Guidelines will be utilized.
 - e) An employee shall not engage in secondary employment during two consecutive 12 hour shifts, *i.e.*, two shifts separated by less than 24 hours off. Absent a Department emergency, as determined by the Police Chief or his designee, an officer will not normally be required to work more than 12 hours, unless necessary to complete police reports and/or arrest reports of a serious nature and authorized by the Shift Supervisor.
 - f) Schedule adjustments will be made, as described in the attached Guidelines, to facilitate training, including temporary reassignment to 8 hour shifts.

- g) Should there be any conflict between the provisions of this Memorandum and the provisions of the Collective Bargaining Agreement, the provisions of this Memorandum shall govern, so long as the alternative work schedule is maintained.
- 3. Evaluation. The foregoing alternative work schedule for the Patrol division shall be evaluated as follows:
 - a) Service levels, productivity, operational needs, accidents, safety, leave usage, and cost effectiveness will be monitored by the Village.
 - b) There shall be quarterly labor management meetings to discuss the schedule and its effectiveness.
 - c) If the Chief of Police determines that the alternative work schedule has not met the overall operational needs of the Department, or has adversely affected the level of police services to the community, or has had adverse economic consequences, or has resulted in unacceptable sick leave or diminished productivity or safety, he shall have the right to discontinue the alternative work schedule and revert back to the prior work schedule.
- 4. Any unexpected difficulties in administrating the alternative work schedule should, to the extent practical, be discussed in Labor Management Committee meetings.
- 5. During the term of this Agreement, the alternative work schedule described herein will not be arbitrarily and capriciously discontinued by the Chief of Police, and nothing herein shall be construed as a waiver of the Union's right to grieve any such decision.

AGREED:

VILLAGE OF HOFFMAN ESTATES,
ILLINOIS:

METROPOLITAN ALLIANCE OF
POLICE CHAPTER #96:

By William D. McLeod

By H. [Signature]

Date: 11/5/2019

Date: _____

DEPARTMENTAL ALTERNATIVE WORK SCHEDULE GUIDELINES

PURPOSE:

To define Department proposal regarding issues related to twelve hour work schedules including, but not limited to, effected personnel, hours of work, training days, hireback, lunches, breaks, Roll Call, late arrests, reports and minimum shift strengths.

Effected Personnel:

Police officers assigned to the Patrol Division will be placed on a 12 hour schedule.

Employees not affected by the 12 hour schedule will include Police Chief, Assistant Police Chief, Lieutenants, Sergeants, and Police Officers assigned to specialty positions throughout the Department (Investigations, Tac, Traffic, POP, DARE etc.)

Shift Hours and Identification

The "Pitman Schedule" which is the most common duty cycle pattern for 12 hour shifts would be used.

Schedule duty cycle: 14 day pattern (Duty Cycle) is repeated once every two weeks (Week Cycle)

Standard implementation: All officer assigned to the Patrol Division will be divided into 2 equal sized groups and assigned to a shift (Days or Nights). Officers from each shift will be divided into two platoons (A and B). Each platoon will work on opposite day off groups. Several officers from each platoon will be assigned as early cars. The times of these shifts are listed below.

Day Shift	0700 - 1900
Night Shift	1900 - 0700
Day Early Car	0600 - 1800
Night Early Car	1800 - 0600
Power Watch	1500 - 0300

Average work week: 42 hours per week or 84 hours per two week work cycle.

The twelve-hour shift format incorporates the following day off keys within a fourteen (14) day period:

Day	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
A	Off	Off			Off	Off	Off			Off	Off			
B			Off	Off				Off	Off			Off	Off	Off

It is the individual officer's responsibility to adjust to the 12 hour work schedule and allot adequate time for rest between shifts so that they are ready to report to work and carry out their duties to the community.

Minimum Shift Strengths

Minimum shift strength means the number of police officers (supervisor not included) needed on duty at certain times of the day. The minimum shift strength in the Patrol Section is established by the Assistant Chief of Operations, with the approval of the Chief of Police.

These shift strengths will be reviewed regularly by administrative personnel to determine their relationship to current patrol needs.

Eighty-Hour Pay Periods

Supervisors will be responsible for making sure that each officer takes 4 hours (unpaid) time off per two week cycle bringing officers back to an 80 hour work week per cycle. Each 4 hour block will be scheduled during the two week work cycle and will be unworked and unpaid. The hours may be scheduled to occur at the beginning or end of the shift and would most commonly be applied to cover 8 hour training days, court days, or officer requested time.

The Shift Supervisor will, as much as practical, relieve PM-shift officers from duty early on those dates when the officer has a court appearance the following morning. Officers should bring irregular court appearances to the attention of the Shift Supervisor for consideration.

Officers will still be scheduled for the eight-hour day even absent any court appearances within the pay period. Shift Supervisors will schedule these dates on a Department-need basis. Officers may request certain dates, but the decision remains that of the Shift Supervisor.

Two officers can be on eight-hour days at the same time, provided the minimum shift strength is met and no hireback hours are required.

Hireback Authorization

Assignment of hireback is authorized by supervisors to fill the minimum shift strengths as determined by the Police Chief or his designee. The patrol schedule for each month will be reviewed by the Commander in charge of scheduling for purposes of determining shift strengths and identifying hireback needs.

Patrol Shift Vacancy

The hiring back of police officers for a patrol shift vacancy shall be determined by the seniority of the police officers who are not working at the time the need arises so long as

the police officer who accepts the assignment shall not work or will not work more than 12 hours in a 24-hour period.

When an instant shift vacancy occurs, it shall be filled first by police officers assigned to patrol in the following order:

- 1) By shift assignment (*Days or Nights*) of where the vacancy occurs; then if not filled,
- 2) by police officers assigned to the opposite shift of where the vacancy occurs; then if not filled,
- 3) by any police officer regardless of assignment by overall seniority.

When an advanced shift vacancy occurs, it shall be filled first by police officers assigned to patrol in the following order:

- 1) By shift assignment (Days or Nights) and the platoon (*A or B*) of where the vacancy is occurring; then if not filled,
- 2) by police officers assigned to the opposite platoon that has the vacancy; then if not filled,
- 3) by any police officer regardless of assignment by overall seniority.

Additionally, in the event of an instant shift vacancy the use of an automatic notification system advising police officers of an available patrol shift overtime shall be authorized provided that once electronic notification is made, then any police officer shall have 30 minutes to respond to such notification and the most senior police officer who responded within the 30 minutes shall be given the overtime assignment.

Forced Shift Vacancy Hireback

If an advanced or instant hireback is required, and there are no volunteers or an insufficient number of volunteers to fill the shift vacancy hireback, the least senior officer on the shift (days or nights) where the vacancy occurs shall be required to fill the shift vacancy. Officers may not refuse forced shift vacancy hireback assignments. Absent an emergency, Officers will not be required to fill additional shift vacancies for 72 hours from the start of their last forced shift vacancy hireback.

Definitions:

Instant Shift Vacancy shall be defined as any overtime with less than 24 hours prior to the starting time of such overtime.

Advanced Shift Vacancy shall be defined as any overtime with more than 24 hours' notice prior to the starting time of such overtime.

A Shift is defined as patrol officers who are assigned to work either days or nights.

A Platoon is a single patrol shift.

Training

Officers attending training will be credited for time at training most often eight hours time worked. On those occasions when attendance at multiple training days results in less than 80 hours of actual work during the pay period, officers will have the time necessary to achieve a full 80 hours deducted from their compensatory time, personal days, or vacation time. Any overtime worked may also be paid out at the straight time rate to total the required 80 hours. Officers will not be scheduled for any 8-hour days during pay periods when they are scheduled for a training day.

When officers are scheduled for multi-date training sessions, they will be scheduled to work across days off to make a complete forty-hour workweek. Officers attending one-week training sessions will be off on the Sunday preceding the training and off the Saturday following the training as necessary to provide for a 40-hour week. The other week in the same pay period can be adjusted to include two 12-hour and two 8-hour days to achieve 80 hours in the pay period.

Officers will not be allowed to attend training sessions during the day and be scheduled to work a PM shift without a minimum of ten hours off-duty time. Schedule adjustments will be made to ensure this does not occur. Should any officer be assigned to training in violation of this, he/she will immediately notify the Shift Supervisor, who will remedy the conflict.

Roll Calls, Lunches and Breaks

Roll Call:

All officers will report to the Roll Call Room, in uniform, ready for duty and will be responsible for calls on the hour. Calls permitting, Roll Call will start on the hour at the beginning of the AM shift (0600 hours) and the PM shift (1800 hours). Should emergency calls interrupt the Roll Call, the Shift Supervisor will hold briefings with officers as soon as calls permit.

Lunches:

All lunches will be assigned during Roll Call by the Shift Supervisor. Should an officer miss the assigned lunch, the officer will be responsible for notifying the Shift Supervisor for the purpose of having it re-assigned.

Because lunch periods are paid, officers will generally be required to remain in the Village. Supervisors may make exceptions on a case-by-case basis.

While on lunch, officers will be available only for emergency calls when all other units are down. Service calls will be assigned to other available units and should these units not be available, the service calls may be held until the officer completes the scheduled lunch. No call will be held for the entire lunch period.

The Shift Supervisor will make every effort to see each officer gets a total of 30 minutes for lunch.

Break and lunch times will not be taken within the last hour of a shift.

End of Shift Responsibilities

Relief from Duty: Officers will not unload their squads until five minutes before the end of their shift and after checking with the Shift Supervisor. Officers will then be relieved from duty by the Shift Supervisor after the on-coming shift has reported for duty.

Calls for service towards the end of a shift may be held by the Shift Supervisor for the on-coming shift. Emergency calls will be responded to by the on duty shift and then, at the discretion of the Shift Supervisor, may be taken over by the oncoming shift. Calls will not be held for more than five minutes due to Roll Call or shift change.

Reports will be written at the time of the incident in the squad car and will be turned in as soon as possible after the call. Major incident or arrest reports may be completed in the station with the supervisor's permission. If an officer finds he/she is getting behind with reports due to an excessive workload, the officer is to advise the Shift Supervisor of the situation. No officer should be behind more than three reports at any time. The Shift Supervisor will then reassign calls to let officers catch up on their reports. Shift Supervisors will also be notified immediately of all arrest and incident reports that will take a considerable amount of time to complete.

Shift Selection:

It is essential that the shifts be equally staffed and consistent in their ability to respond to the community's needs.

Police Officers will make their Shift selection on an annual basis by seniority and merit combined. Several slots on each shift and group may be held for E.T. positions, Field Training Officers, Less lethal deployment officers and Taser officers, etc. as determined by the Police Chief:

- a. Officers with standard evaluations or above will select first based on seniority of those officers with such evaluations. Remaining slots will be filled as follows: Officers with below standard evaluations will be assigned to a shift.

The Department will endeavor to initiate the shift selection process by October 1st of each year in order to allow vacation picks to begin no later than November 1st.