

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**VILLAGE OF HOFFMAN ESTATES, ILLINOIS**

**AND**

**METROPOLITAN ALLIANCE OF POLICE**  
**HOFFMAN ESTATES CHAPTER 97**

January 1, 2017 – December 31, 2019

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THIS AGREEMENT entered into as of this 19 day of Dec, 2016 between the VILLAGE OF HOFFMAN ESTATES (hereinafter referred to as the "Village") and the METROPOLITAN ALLIANCE OF POLICE HOFFMAN ESTATES CHAPTER 97 (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: Recognition

The Village recognizes the Chapter as the sole and exclusive bargaining representative for all full-time sworn officers the rank of Sergeants (hereinafter referred to as "sergeant"), excluding all sworn officers above the rank of sergeant and all sworn officers below the rank of sergeant, 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 2: Notification of Chapter Officers

The Chapter shall provide the Village Manager and Police Chief 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 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 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: 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 a sergeant, 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 sergeants 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 sergeant effectiveness and sergeant 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 1: No Strike

Neither the Chapter nor any sergeant 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 sergeants who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each sergeant who holds the position of officers 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 2: No Lockout

The Village will not lockout any sergeant 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, demote or discharge for just cause (just cause not required for demotion of probationary sergeant);
- 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 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 Board of Fire and Police Commissioners shall not be considered a grievance under this Agreement.

#### Section 2: Procedure

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

Step 1: Any sergeant who has a grievance shall submit the grievance in writing to the sergeant's immediate supervisor (in most cases, the sergeant's Lieutenant) or, in the supervisor's absence, the sergeant's Bureau 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 sergeant, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The Lieutenant or Bureau 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 sergeant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the sergeant'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 sergeant 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 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 to submit a panel of five (5) arbitrators, each of whom shall be from Illinois and a member of the National Academy of 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 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 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 sergeant, 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 sergeant 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 sergeant 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: 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 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 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 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 1:           Dues Checkoff

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

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

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

#### Section 2:           Fair Share

During the term of this Agreement, sergeants who do not choose to become dues paying members of the Chapter shall, commencing thirty (30) days after their employment as a sergeant or thirty days after the date this Agreement is executed, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the sergeants covered by this Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter. The Chapter shall periodically submit to the Employer a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

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

The Chapter agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Chapter v. Hudson, 475 U.S. 292 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Chapter agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

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

### Section 3: Indemnification

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

## **ARTICLE VIII**

### **Bill of Rights**

#### Section 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, but observance of said Bill of Rights shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

#### Section 2: Disclosure

No sergeant 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 3: Disciplinary Procedure

If the investigation or interrogation of a sergeant 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 sergeant 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 sergeant shall be denied wages as a result of any continuation granted at the request of the Village. This Section shall not apply to the demotion of a probationary sergeant.

#### Section 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 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 6:     Personnel File

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



## **ARTICLE IX**

### **Chapter Bulletin Board**

#### Section 1: Location

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

#### Section 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 office used by Sergeants. However, before any such material shall be distributed, a copy of any and all material so distributed shall be given to the Chief of Police for his files and records. Any such material so distributed shall be removed from each police officer's individual mailing box within seventy-two (72) hours. The seventy-two (72) hour time frame may be extended by any leave time occurring from the time of placement of the material in the mailbox within the seventy-two (72) hour period.

#### Section 3: Notice

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

#### Section 4: Cost

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

## **ARTICLE X**

### **Residency Requirement**

All sergeants 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 1: Uniform Allowance

Each sergeant 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. No employee shall be eligible to receive more than a total uniform allowance of \$750 during a year in which he or she is promoted, i.e., any uniform allowance received as a patrol officer shall offset the amount due under this Section. Notwithstanding the above, effective January 1, 2017 each newly promoted Sergeant will receive a one-time \$1,000 uniform allowance.

#### Section 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 3:     Body Armor Vest

The Village and Chapter agree that the Village shall replace body armor vests every 5 years and that each sworn sergeant shall wear the body armor vest while on duty except as otherwise permitted by this Section or authorized by the Police Chief.



## **ARTICLE XII**

### **Leave of Absence**

#### Section 1: Sick Leave 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.

Sick leave may be used for non-duty related illness and disability, pregnancy, off-duty injury of a sergeant, or quarantine of a sergeant. 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 sergeant, and serious illness shall mean a medical necessity that requires the sergeant to stay at home. Except in the case of an emergency, the sergeant must directly notify the on duty supervisor prior to his absence from work. If a sergeant is unable to notify the on duty supervisor, he shall notify the radio desk personnel.

All sergeants 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.

#### Section 2: Sick Leave Abuse

Sick leave is not a right but a benefit provided by the Village in order to provide a sergeant 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 sergeants 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 3: Leave of Absence

A sergeant 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 sergeant, 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 sergeant 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 sergeant is determined by appropriate professional(s) to be permanently disabled as

the result of an off-the-job injury or illness, the sergeant'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 4: Medical Examinations

If there is any question concerning a sergeant'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 sergeant 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 sergeant 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 sergeant 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 sergeant on sick leave (or unpaid leave if the sergeant does not have any unused sick leave days).

Sergeants shall also participate in an annual pulmonary function test, at no cost to the employee.

#### Section 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 sergeant 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 sergeant'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 sergeants or his or her eligible dependents:

##### Sick Leave Incentive Payout Schedule

1,000 hours	35%	(350 hours)
1,001 – 1,600 hours	40%	(240 hours)
1,601 – 2,400 hours	45%	(360 hours)

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 sergeants shall substitute scheduled or unscheduled vacation or other paid leave for necessary sick time.

#### Section 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 sergeant for up to twelve (12) months while on a duty-related disability leave.

#### Section 7: Funeral Leave

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

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

#### Section 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 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 10:            Jury Duty/Civic Obligation

For personal civil court actions, sergeants may require time off from work when they are the plaintiff, defendant, or subpoenaed as a witness on a non-Village matter. Such time shall be chargeable against available personal leave accruals, or be unpaid by the Village. Sergeants, whose presence is required for a personal civil action, must provide written notice to the Police Chief as far in advance as practicable.

A sergeant shall be excused from work on the day he is required to be in court for jury duty, with no loss in pay or reduction in benefit time, unless the sergeant is scheduled to work the midnight shift, in which case he will be excused from work the shift immediately preceding his court appearance for jury duty. The sergeant may retain any fee received from the court for jury service. The sergeant shall provide written notice of jury duty to the Police Chief as far in advance as practicable.

**ARTICLE XIII**  
**Smoking**

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

## **ARTICLE XIV**

### **Disability from Injuries in the Line of Duty**

Whenever any sergeant 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 sergeant 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 sergeant to determine the degree of disability.

Any salary compensation due the injured sergeant 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 sergeant 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 sergeant who is being paid for injured on duty may elect to not take vacation or holidays (that have already been designated by that sergeant 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 sergeant 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 a sergeant being allowed outside employment during the period of time which a sergeant is injured on duty and receiving compensation from the Village, any such secondary employment shall be in accordance with the Police Department's current Secondary Employment policy.

It is understood that if the employee should recover compensation from a third party who caused the injury to the employee, the Village shall be reimbursed for the wages paid to the employee for the time that the employee was off work for this injury. If suit is filed, the sergeant 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 sergeants covered by this Agreement, including but not limited to, the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Fire and Police Commission.

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

**ARTICLE XVI**  
**Rules, Regulations, Orders**

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



## **ARTICLE XVII**

### **Layoff, Recall**

#### Section 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 sergeant in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the sergeants on the Fire and Police Commission promotional list, with the sergeant 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 2:            Probationary Period

All newly promoted sergeants shall be on probation for a period of one year, or such other period as may be established by the Board of Fire and Police Commissioners. A probationary sergeant may be demoted one rank without cause during their probationary period. No grievance shall be presented or entertained in connection with any demotion of a probationary sergeant.

#### Section 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 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 as provided in 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 herein.

#### Section 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 to the position vacated by the employee or employees, 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, and subject to examination by physicians of both the Board of Fire and Police Commissioners and the Pension Board to determine physical fitness.

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 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 7:            Reinstatement of Seniority

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

- (a) A sergeant 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 sergeant 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, Compensatory Time, and Hireback**

#### Section 1: Tour of Duty

In accordance with the Fair Labor Standards Act, the tour of duty for sergeants 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 sergeants at the rate of time and one-half for all hours worked in excess of their normally scheduled duty day.

#### Section 2: Compensation

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

#### Section 3: Overtime and Compensation Time

Sergeants may have the option of taking all overtime as compensatory time due per 28-day duty schedule. It will be the responsibility of the sergeant 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 sergeant 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. A sergeant 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 sergeant 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 sergeant 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 sergeants; this section may be reopened for discussion.

#### Section 4: Shift Hireback

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

A. Next Shift Vacancy

The calling back of supervisors for a next shift vacancy shall be determined by seniority of the supervisors who are working at the time the need arises. Whenever practical, the assignment will be split between sergeants 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 supervisor who must fill the vacancy.

B. Advance Vacancy

Every effort should be made to fill an advanced vacancy with supervisors from the watch that the vacancy exists. In the event that this cannot be worked out, patrol supervisors from other shifts should be allowed to fill the vacancy by seniority, and then by supervisors from other divisions. In the event that a supervisor has to be ordered back and the advance vacancy is not filled voluntarily, the vacancy shall be filled at the discretion of the bureau commander.

C. Scheduled Overtime

Overtime assignments, unless otherwise specified in the contract, shall be generally determined based on a separate Supervisory Hireback List. The payment for such assignments shall be at one and one half (1½) times the sergeant'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 sergeant who is off duty but in court or working a hireback pursuant to Appendix B, on a hireback list under this Section.

D. Maximum Hours Worked

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

E. Remedy

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

Section 5: Court Time and Other Hearings

Any sergeants 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 sergeant'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 a sergeant's court call is continued by the court from one session to another session within the same calendar day, the sergeant shall be considered on overtime until the conclusion of his scheduled court call that day. For court dates on a sergeant's regular day off (RDO), the sergeant shall have the option of five (5) paid hours at the sergeant's regular hourly rate of pay or four (4) hours as time due.

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

For the purposes of this subsection, all morning court calls held at the same location shall be considered one (1) session and all afternoon court calls held at the same location shall be considered one (1) session (e.g. if a sergeant 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 a sergeant 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 sergeant 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 sergeant shall be compensated as such (e.g. if a sergeant 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 sergeant 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 sergeant 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) Sergeants who are ordered to attend Fire and Police Commission hearings shall be compensated as under (1) above. Sergeants who are subpoenaed by the complainant to attend Fire and Police Commission hearings shall be compensated as under (1) above. Sergeants 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. Sergeants 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 6: Hireback

Sergeants who are not on regularly scheduled duty may be hired back to work as a sergeant 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 sergeant's base pay rate. Any sergeants working on hireback shall be guaranteed a minimum pay of two (2) hours. Sergeants working such hireback assignments shall be considered on official duty for the Village and shall be covered by full benefits of the Village. Notwithstanding the foregoing, if a sergeant is hired back as a patrol officer, or for patrol officer duties, then he or she shall be paid at the top base police officer hourly rate for such work.

#### Section 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 1:            Shift Exchange

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

Section 2:            Holidays

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

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

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

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

A sergeant shall have the right to request a change of a designated holiday to become a floating holiday. The Chief of Police, or his designee, shall consider such requests and grant same provided that the operational requirements of the department are not adversely affected.



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

Section 3:            Floating Holidays

A Sergeant is advanced seven (7) floating holidays on his or her annual anniversary date of hire, but actually earns floating holidays on a pro rata basis, in the amount of 2.15 hours per pay period. If the Village permits an employee to use a floating holiday(s) before it is actually earned and such employee then separates from Village employment (for any reason), the dollar value of such unearned time shall be deducted from the employee's final pay. Floating holidays selected on a first come, first priority basis, pursuant to a process determined by the Chief of Police. Notwithstanding the foregoing, 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 sergeant 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**

Sergeants covered by this Agreement shall not be subject to having their personnel information released to the media, including: Sergeant 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 sergeant, by order of a court of competent jurisdiction, or in the event an sergeant is charged with a criminal act.

## **ARTICLE XXII**

### **Health Insurance**

#### Section 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 11% of the premium for the type of coverage elected (single or family), and the Village shall pay the remainder of the premium. Effective January 1, 2018 and January 1, 2019 the employee shall pay 12% of the premium for the type of coverage elected (single or family), and the Village shall pay the remainder of the premium. See Appendix D for agreed upon Health Insurance Plan revisions, effective January 1, 2017, January 1, 2018 and January 1, 2019.

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

#### Section 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 97.

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 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 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 sixty Thousand Dollar (\$60,000) 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 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 sergeant has been exposed to said disease in the line of duty.

#### Section 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 7: Killed in the Line of Duty Benefit

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

## **ARTICLE XXIII**

### **Vacation Scheduling and Accrual**

#### Section 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 of 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 and over of continuous service, an employee is entitled to five (5) times the hours worked in a normal workweek, per year. In addition, an employee with an above standard performance evaluation shall receive two (2) additional vacation days.
5. The maximum number of hours employees can accrue vacation leave equals one-and-one-half (1 1/2) times the employee's annual accrual (e.g., three (3) weeks for two (2) weeks annual accrual, four-and-one-half (4 1/2) weeks for three (3) weeks annual earnings, etc.). All employees reaching the maximum vacation accrual will cease to earn additional vacation hours until the vacation balance falls below the maximum accrual limit. Employees are informed on each bi-weekly payroll check stub of current vacation balances. It is the responsibility of employees to monitor individual vacation balances and know how close they are to the maximum accrual limit.

#### Section 2: Scheduling

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

Sergeants shall pick their vacation periods in order of overall seniority by shift.

A sergeant 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 sergeants 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 sergeant's vacation pick stands unless mutually agreed upon with management approval.

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

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



**ARTICLE XXIV**  
**Workers Compensation Pay**

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

**Article XXV**  
**No Solicitation**

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

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

### **Secondary Employment**

Outside or secondary employment shall be governed by the current Hoffman Estates Police Department General Order No. 26.

## **ARTICLE XXVII**

### **Termination and Legality Clauses**

#### Section 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 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 Revised 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 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 4: Effective Dates of Agreement

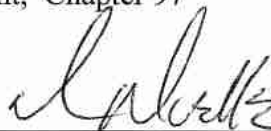
This Agreement shall become effective as of January 1, 2017 and terminate on December 31, 2019. This Agreement shall be automatically renewed from contract year(s) to contract year(s). Either party shall notify the other party, in writing, no less than sixty (60) calendar days prior to nor more than one hundred twenty (120) calendar days prior to December 31, 2019 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 December, 2016, after receiving official approval by the President and Board of Trustees and ratification by the Chapter membership.

METROPOLITAN ALLIANCE OF  
POLICE, HOFFMAN ESTATES,  
Chapter 97

By:   
\_\_\_\_\_  
President, Chapter 97

ATTEST:   
\_\_\_\_\_  
Secretary, Chapter 97

FOR THE METROPOLITAN  
ALLIANCE OF POLICE, HOFFMAN  
ESTATES, Chapter 97

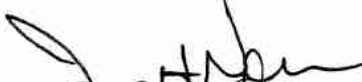
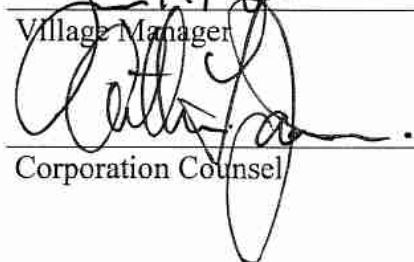
  
\_\_\_\_\_

VILLAGE OF HOFFMAN ESTATES

By:   
\_\_\_\_\_  
President, Board of Trustees

ATTEST:   
\_\_\_\_\_  
Village Clerk

As to Form and Legality:

  
\_\_\_\_\_  
Village Manager  
  
\_\_\_\_\_  
Corporation Counsel

## APPENDIX A

### Section 1: Wage Schedule

This schedule reflects annual salary increases of 2% effective January 1, 2017, 2% effective January 1, 2018, 2% effective January 1, 2019.

	<b>1/1/17 - 12/31/17</b>	<b>1/1/18 - 12/31/18</b>	<b>1/1/19 - 12/31/19</b>
	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>Step 1</b>	\$107,550.81	\$109,701.83	\$111,985.86
<b>Step 2</b>	\$109,995.29	\$112,195.20	\$114,439.10
<b>Step 3</b>	\$112,439.77	\$114,688.57	\$116,982.34
<b>Step 4</b>	\$114,884.25	\$117,181.94	\$119,525.58
<b>Step 5</b>	\$117,328.74	\$119,675.32	\$122,068.82

For all Sergeants promoted on or after January 1, 2014, the following wage schedule will be in effect:

	<b>1/1/17 - 12/31/17</b>	<b>1/1/18 - 12/31/18</b>	<b>1/1/19 - 12/31/19</b>
<b>Step 1</b>	\$103,558.70	\$105,629.87	\$107,742.47
<b>Step 2</b>	\$103,558.70	\$105,629.87	\$107,742.47
<b>Step 3</b>	\$105,780.10	\$107,985.70	\$110,053.62
<b>Step 4</b>	\$108,049.13	\$110,210.16	\$112,414.37
<b>Step 5</b>	\$110,366.84	\$112,574.18	\$114,825.66

Effective January 1, 2017, the Step 1 value is equal to the Step 2 value. Sergeants will continue to advance to the next Step on their position anniversary.

### Section 2: Specialty Pay

- A. Sergeants assigned to the following designated specialty positions 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:

Detective Sergeant

Field Training Coordinator

Juvenile Sergeant

Staff Services Sergeant

Traffic Sergeant

- B. In no event shall more than one bargaining unit employee be eligible for specialty pay for each of the above assignments at the same time. In addition, sergeants occupying more than one specialty position shall not be eligible to receive more than one (1) specialty stipend per year, *i.e.*, no sergeant may receive more than \$1,350.00 in specialty pay per year.
- C. Sergeants 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 3: 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

<b>Full-Time Sworn Service with the HEPD</b>	<b>CSI Amount</b>
<b>15 years</b>	<b>\$750</b>
<b>20 years</b>	<b>\$1,000</b>
<b>25 years</b>	<b>\$1,250</b>

Career Service Incentive Schedule

Effective January 1, 2018

<b>Full-Time Sworn Service with</b>	<b>CSI</b>
-------------------------------------	------------



<b>the HEPD</b>	<b>Amount</b>
<b>15 years</b>	<b>\$1,000</b>
<b>20 years</b>	<b>\$1,250</b>
<b>25 years</b>	<b>\$1,500</b>

An employee hired after January 1, 2014 and promoted to Sergeant will follow the Compensation Time Language provided below:

**ARTICLE XVIII**  
**Overtime, Court time, Compensatory time, and Hireback**

Section 18.3: Overtime and Compensation Time

Sergeants may have the option of taking all overtime as compensatory time due per 28-day duty schedule. It will be the responsibility of the sergeant 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 sergeant 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. A sergeant 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 sergeant 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 sergeant will accrue more than eighty four (84) 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 sergeants; 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.

## **APPENDIX B**

### **Hireback**

#### Section 1: 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 Sergeant and payment for such employment is made to the sergeant through the Village of Hoffman Estates, and the outside organization or agency reimburses the Village for such hireback employment.

#### Section 2: Compensation for Hireback

Sergeants working hireback will be compensated at one and one-half (1 1/2) times the top sergeant rate regardless of rank. Sergeants of the rank of sergeant, 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 3: Hireback Coordinator

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

#### Section 4: Special Hireback Detail Training

Sergeants may be required to take specialized or refresher training with respect to the areas of hireback details. If such training takes place outside a sergeant'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 sergeant from signing for hireback detail(s) which were the subject of the training.

#### Section 5: 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 sergeants (from the list of those that have signed for a given detail) are to be named as detail supervisor, what sergeants are to be assigned to work in uniform or civilian dress, to assign specific posts to such sergeants, and any other assignments as may be required by such detail.

3. He shall further be responsible for setting the reporting times for sergeants 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 sergeants so affected. If the number needed is reduced, the last to sign up for such detail shall be the sergeants for which reduction is made.

Any sergeant 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 sergeant, either in person, by phone, in writing and by posting in the squad room of such cancellation or reduction.

Section 6: Hireback - Sergeants on Duty

All sergeants working hireback details are considered to be on duty as Hoffman Estates Sergeants 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 7: Hourly Limit on Working Hireback Details

No sergeant shall sign for more than twenty-five (25) hours of hireback detail in any calendar week. In the event a sergeant 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 8: 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 9: Eligibility for Hireback Details

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

Section 10: 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 sergeants/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 11: 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 sworn personnel 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. Sergeants 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 sergeant wishes to have his/her name stricken from the hireback list.
4. If an sergeant 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 sergeant 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. Nothing in the above section shall be interpreted to diminish the duties of the detail supervisor, specified herein.
6. 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 12: Posting of Hireback Details

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

Section 13: Signing for a Hireback Detail

1. For each hireback detail, the Hireback Coordinator shall indicate upon the sign-up list the number of sergeants requested for such detail. He shall also indicate upon the hireback list as previously explained the sergeants that fall within a 72-hour initial priority pick period. The next detail will begin with the name following the last sergeant eligible on the previous priority pick period.
2. No sergeant shall sign or trade for any other sworn officer position unless said position became an open pick. 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 sergeant's name from all hireback eligibility lists for a period of thirty (30) days.
3. Sergeants shall sign upon the next available line on the sign-up list to the maximum number of sergeants required.
4. If after the initial 72-hour priority pick period there remains the need for more sergeants to sign for a given detail, the number of spaces available may be signed by an equal number of sergeants 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 sergeant 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 a sergeant of this department be able to "bump" from a specific detail any sergeant 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 sergeant, 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 sergeant, regardless of rank, may sign for such detail.
9. Priority 72-hour pick periods for consecutive details shall follow one another and not be affected by any subsequent 48-hour pick period for the previous detail.



## **APPENDIX C VILLAGE OF HOFFMAN ESTATES**

### **LIGHT DUTY POLICY**

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

#### **SCOPE OF THE POLICY**

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

#### **RESPONSIBILITY FOR THE POLICY**

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

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

#### **DEFINITION OF LIGHT DUTY**

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

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

## CONSIDERATION FOR LIGHT DUTY

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

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

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

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

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

**Case-by-Case Consideration of Assignments:** Each case of eligibility for a light duty assignment is considered independently of any other past or present assignments. Thus, the circumstances of

each case, the needs of the Village, the availability of assignments in a department, and the nature of the work shall determine an assignment being made.

## PROCEDURE

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

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

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

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

### **Forfeiture of Workers' Compensation Benefits:**

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

APPENDIX D

		2017	2018	2019
<b>PPO 1 Plan</b>				
	<b>Deductible</b>	\$300 individual / 3 X family	\$325 individual / 3 X family	\$325 individual / 3 X family
	<b>Rx Drug Card Copay</b>	\$10 Generic	\$5 for Generic	\$5 for Generic
		\$30 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$100 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
	<b>Office Visit Copay</b>	\$20	\$20	\$20
<b>HMO Plan</b>				
	<b>Rx Drug Card Copay</b>	\$10 Generic	\$5 for Generic	\$5 for Generic
		\$30 for Preferred/Formulary	\$50 for Preferred/Formulary	\$50 for Preferred/Formulary
		\$100 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
	<b>Office Visit Copay</b>	\$20	\$20	\$20