COLLECTIVE BARGAINING LABOR AGREEMENT

BETWEEN

LOCAL 2061,

HOFFMAN ESTATES PROFESSIONAL FIREFIGHTERS ASSOCIATION

OF THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AFL-CIO, CLC

AND

THE VILLAGE OF HOFFMAN ESTATES, COOK AND KANE COUNTIES,

ILLINOIS,

BY ITS PRESIDENT AND BOARD OF TRUSTEES

January 1, 2024 — December 31, 2026

I.REPRESENTATION AND RECOGNITION..... 3

I.1. Recognition. The Village of Hoffman Estates ("Village") recognizes the Hoffman Estates Professional Firefighters Association, International Association of Firefighters, Local 2061 ("Union") as the exclusive collective bargaining representative for all employees of the Village of Hoffman Estates Fire Department employed as Firefighters, Firefighter/ Paramedics, Lieutenants, Lieutenant/ Paramedics, Captains and Captain/ Paramedics, excluding persons occupying ranks above captain, all other employees of the Hoffman Estates Fire Department and all supervisory, managerial or confidential employees as defined in the Illinois Public Employee Labor Relations Act..... 3

I.2. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.... 3

II.NO STRIKE – NO LOCKOUT 4

II.1. Protection of Agreement. Neither the Village nor the Union, through their officers, members, representatives, agents or committees shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement..... 4

II.2. No Strike. Neither the Union nor any officers, agents or employees covered by this

Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism. Any or all employees who violate any of the provisions of this section may be disciplined by the Village, up to and including discharge. 4

II.3. No Lockout. The Village agrees that there shall be no lockout of members of the Union. 4

III.MANAGEMENT RIGHTS 5

IV.UNION BUSINESS 6

IV.1. Union Steward. The Union shall have the right to certify no more than three (3) Stewards to participate in the Grievance Procedure to the extent set forth in Article XX of this Agreement. In the absence of a Steward, one (1) Local Union Representative may act in the capacity of a Steward and may participate in the Grievance Procedure to the extent set forth in Article XX of this Agreement..... 6

IV.2. Notification to Village. The Union shall provide the Village Manager and Fire Chief with a list indicating the names and titles of all officers and stewards of the Union on or before December 31 of each year. In addition, the Union shall advise the Village of any

changes in the officers or stewards of the Union by providing an updated list to the Village Manager and Fire Chief, within forty-eight (48) hours upon certification of the changes. 6

IV.3. Union Representation. The Union Steward or other appropriate Local Union Representative may represent individual Union members in matters appropriate for Consultation and Grievance handling as set forth in Article XX. No more than one (1) Steward and/or one (1) Local Union Representative are to be used in this process. 6

IV.4. Union Membership. There shall be no discrimination, interference, restraint, or coercion by the Village or any of its agents against any employee because of his membership in the Union or by the Union because an employee is not a Union member. 6

IV.5. Limitation on Union Activities During Working Hours. The Union, its members, agents, or representatives will not engage in any Union activities of any kind during the working hours of the employees, except as authorized pursuant to the provisions of this Agreement. Working hours shall be defined as those hours in which an employee receives compensation from the Village, except when an employee is on authorized vacation leave or compensation day. 6

1) Employees may engage in Union business at any time while on duty if directed to do so by the Fire Chief or his designee or if approved by the Fire Chief or his designee in special circumstances such as to provided Weingarten rights when time is of the essence;..... 6

2) Employees may engage in Union business between the hours of 1700 and 0800 with Shift Commander approval provided that such activity does not interfere with their work or Village business, employees do not leave their assigned duty location and such activity does not involve the use of Village equipment or resources;..... 6

3) The Union may hold Union meetings at a firehouse with advanced approval by the Fire Chief or his designee. Employees who are on duty and assigned to the firehouse where the meeting is held may attend while on duty and employees who are on duty at other stations may participate by virtual means including internet access provided such means are paid for by Union and/or Foreign Fire Tax Board funds and the uses are limited to union business, training exercises or other uses that are mutually agreed by the parties..... 7

IV.6. Leave of Absence. Leave of absence may be requested by Union members, authorized to represent the Union, to attend meetings, conventions or conferences pertaining to Union business. Approval or disapproval of such request by an authorized Union member shall be at the discretion of the Fire Chief. It is agreed that leave

of absence of authorized Union members for Union business shall not exceed four (4) members for three (3) duty days each per year (January – December) for the total Union membership, provided such leave of absences(s) is approved pursuant to Article VII of this Agreement. It is understood that reasonable advance notice of request for leave will be given to the Fire Chief. 7

V.UNION BULLETIN BOARDS 8

V.1. Bulletin Boards. The Village agrees to provide an area in each Fire Station for the Union to post one (1) bulletin board. 8

V.2. Size. The bulletin board space shall not exceed three (3) feet by three (3) feet. 8

V.3. Posting Procedures. The Union bulletin boards shall be used for the posting of Union notices as it deems appropriate. All costs incident to preparing and posting of Union material shall be borne by the Union. The Union is responsible for posting and removing any material on its designated bulletin boards and for maintaining such bulletin boards in an orderly condition. 8

VI.RULES AND REGULATIONS 9

VI.1. Rules and Regulations. The Union agrees that it shall encourage its members to comply, in full, with all Fire Departmental rules,

regulations, orders and directives, and the Village of Hoffman Estates Personnel Policy Manual that are not in conflict with provisions of this Agreement. 9

VI.2. Precedence of Agreement. In accordance with Article XV, section (b) (5 ILCS 315/15(b) of the Illinois Public Labor Relations Act, if there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy or procedure which may be in effect from time to time, the specific provision(s) of this Agreement, for its duration, shall take precedence. 9

VII.LEAVE OF ABSENCE 10

VII.1. Leave of Absence. Leave of absence shall be defined as periods of excused absence from work, without pay. Approval or disapproval of a request for a leave of absence shall be at the discretion of the Village Manager. 10

VIII.EXCHANGE OF SHIFT ASSIGNMENTS/ASSIGNMENT SELECTION/EXCHANGE OF DUTY DAY SHIFTS..... 11

VIII.1. Shift Exchange – Selection of Regular Station and Regular Apparatus Assignments. 11

VIII.2. Exchange of Duty Day Shifts. Any two (2) employees shall have the right to exchange duty day shifts provided: 12

VIII.3. Exchange of Vacation/Compensation Days Between Members of Same Shift. Any two (2) employees shall have the right to exchange vacation or compensation days provided:..... 13

Any two (2) employees from the same shift shall be permitted to exchange vacation days and compensation days, as long as the exchange does not result in any additional compensation. An employee may request a change in his vacation and/or compensation day schedule subject to the approval of the Fire Chief or his designee, providing that good cause exists for the requested change. The Fire Chief or his designee retains the discretion to approve or deny an employee's request to change his vacation and/or compensation day schedules for a bona fide operational reason..... 13

IX. VACATIONS ..14

IX.1. Vacation Entitlement. An employee who is temporary, intermittent, or part-time is not eligible for accrual of vacation time. No vacation may be taken by employees until he has one (1) year of continuous service with the Village. (Exception to the above statement must be approved by the Fire Chief.) Each eligible employee is entitled to take paid vacation time as follows:..... 14

IX.2. Vacation Selection. It shall be the responsibility of the Fire Chief to determine the number of employees who can be scheduled off at any one time, which shall be a minimum of five (5) employees per shift, and a maximum of six (6) employees per shift, when possible.

Effective January 1, 2004, vacation selection shall exclude non-union members. The Union shall have posted on each station bulletin board a vacation calendar schedule on or before September 1 of each year. Employees shall have the opportunity of selecting their vacation schedules for the upcoming calendar year. Vacation days may be scheduled through the entire year. 14

X.FUNERAL LEAVE 16

X.1. Funeral Leave. In the event of a death in the immediate family, the employee shall be authorized a leave of absence. During such leave of absence, the employee shall be paid at his regular rate of pay for such leave of one (1) duty day, not to exceed a maximum payout of more than 24 hours. Leave of absence in excess of 24 hours as referred to above shall be without pay, except as provided in Section 3 of this Article. It is understood that only the necessary time needed shall be used. 16

X.2. Definition of Immediate Family. The employee's immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, stepmother, stepfather, legal guardian, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother or grandfather, and spouse's grandmother or grandfather...

16

X.3. Extended Funeral Leave. In the event of a death of an employee's immediate family member who currently resides in the employee's household, or for circumstances as determined by the Village Manager, the employee may be granted extended funeral leave. Such request shall initially be made to the Fire Chief. The requesting employee shall receive a response as promptly as possible. 16

XI.JURY DUTY OR SUBPOENAS 17

XI.1. Jury Duty or Subpoena During Working Hours. Except as otherwise provided in this article, an employee who is required to be absent from work because he is called for jury duty or because of subpoena from any legislative, judicial or administrative tribunal or office thereof, will be allowed necessary time away from work with regular pay for such purpose provided however, that such call or subpoena shall not be for the misconduct of the employee while not on duty for or on the behalf of the Village. It is understood that only the time needed (including reasonable and necessary travel time) shall be taken. 17

XI.2. Required Testimony During Off Duty Hours. Except as otherwise provided in this article, an employee will be paid his or her applicable hourly rate for off-duty hours (including reasonable and

necessary travel time) of testimony required by any legislative, judicial or administrative tribunal or office thereof, under the following circumstances: 17

XI.3. Exclusions. Notwithstanding any other provision of this Agreement, an employee will not be entitled to any compensation for testimony (including travel time) required by any legislative, judicial or administrative tribunal or office thereof, under any or all of the following circumstances: 17

XI.4. Notice and Fees. An employee must notify his Battalion Chief immediately upon receiving notice that he may be required to testify or appear for jury duty. If the Village compensates an employee for jury duty or testimony, then the employee shall pay over to the Village any other compensation (exclusive of expenses) the employee receives for jury duty or for testimony..... 18

XII.RESIDENCY REQUIREMENT 19

XIII.SENIORITY 20

XIII.1. Definition..... 20

XIII.2. Probationary Period. All employees new to the Hoffman Estates Fire Department shall be classified as Probationary..... 20

XIII.3. Seniority List. There shall be established a Village Seniority Roster and a Department Seniority Roster (for Selection of Regular Station and Regular Apparatus Assignments, Compensation Day selection and Career Service eligibility), both attached hereto as Appendix G and by said reference made a part of this Agreement. 20

XIV.LAY-OFF AND RECALL 21

XIV.1. Layoff. In the event the Village decides to exercise its right to lay off employees, the Village Manager shall notify the Union President of the pending reduction of employees. Employees shall be laid off in inverse order of their seniority. All probationary employees will be laid off first. Before an employee is laid off, the Village shall require said employee(s) to submit to a physical examination. 21

XIV.2. Recall. Employee(s) will be recalled in reverse order of their lay-off. Recall shall be made in accordance with the power and authority of the Fire and Police Commission as enumerated in the Illinois Compiled Statutes. 21

XV.HOURS OF DUTY 22

XV.1. Average Workweek Schedule. The average workweek schedule of employees shall be a fifty-six hour workweek. 22

XV.2. Duty Day. A duty day shall be defined as twenty-four (24) consecutive hours for the purpose of this Agreement. The duty schedule is one (1) duty day on followed by forty-eight (48) consecutive hours off. 22

XV.3. Compensation Days. In order to reduce the number of hours worked annually, each employee shall be entitled to twelve (12) duty days off with pay during the calendar year (January 1 - December 31). 22

XV.4. Tour of Duty - FLSA. The employee's tour of duty shall be each twenty-six (26) consecutive calendar day period. Each twenty-six (26) day tour of duty is followed by the next twenty-six (26) day tour of duty and continues as such throughout the term of this Agreement. 22

XVI. OVERTIME – CALL BACK – HOLDOVER 23

XVI.1. Overtime. All employees in overtime classification shall be compensated at a rate of one and a half (1 1/2) times their regular hourly rate of pay for such overtime. Overtime compensation shall be computed to the next nearest quarter (1/4) hour and computed bi-weekly commensurate with the payroll, and the employee shall receive said overtime pay on the next regular pay period payday. All overtime will begin or end at the next nearest quarter hour. There will be no overlapping of overtime hours when

replacement of employees takes place except when the Shift Commander determines that personnel need to be moved or for continued work due to response to an emergency incident. (Example: FF A is held over or on a hire back; FF B is replacing FF A and comes in at 10 minutes past the hour. FF A's OT will end and FF B's OT will begin at 15 minutes past the hour, except for FF A if he continues working due to responding to an emergency call.) 23

XVI.2. Recall. Whenever an off-duty employee is recalled for duty, he shall be considered in overtime status. All approved employees who respond to the recall order shall be guaranteed a minimum of two (2) hours of overtime pay for each recall the employee responds to from the time of such order until released by the officer in charge. 23

XVI.3. Holdover. Whenever an employee is required to remain on duty past his/her regular tour of duty, he/she shall be classified in overtime status and shall be guaranteed a minimum of a quarter (1/4) hour of overtime pay. 23

XVI.4. Hire Back. When an employee is needed to fill a vacancy, selection of said employee shall be handled by the Union and made from a hire back schedule maintained by a designated Union Steward for each shift. All hire backs and force backs shall be secured by the Union. 23

XVI.5. The Shift Commander will determine if any specific qualifications are required for the hireback, e.g. engineer, acting officer. Other Overtime Assignments. If the need arises to use specialized personnel, the following shall apply: 23

XVI.6. Time Due Bank. When an employee works overtime, he may elect to bank the hours as "Compensatory Time Due" in lieu of receiving monetary compensation in that pay period ("Time Due Bank" or "Time Due"), subject to the provisions of this Section. In consideration of the Village offering this Time Due benefit, the Village and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of Time Due under circumstances that they agree would constitute an "undue disruption" of the Department's operations. This Time Due benefit allows employees to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off, or in the case of a personal emergency where time off is needed and not otherwise available. Requests for Time Due off shall be handled according to the following procedure:..... 24

XVI.7. Personal Leave. Each eligible employee is entitled to forty-eight (48) hours of Personal Leave annually. Employees may cash out up to twenty-four (24) hours of Personal Leave annually or may

carry over Personal Leave hours from one calendar year to the next up to a maximum accrual of 120 hours banked at any one time. Once Personal Leave hours have been carried over, they can no longer be cashed out. 28

XVII. WORKING OUT OF CLASSIFICATION 29

XVII.1. Pay for Work Out of Classification. Employees ordered to work in a higher classification immediately shall receive the rate of pay of a higher position for the time said employee works in the higher classification. 29

XVII.2. Selection of Employees to Work Out of Classification. The selection of employees to work out of classification shall be the responsibility of the shift commanders, which will adhere to the following guidelines. 29

XVIII. INJURY LEAVE 30

XVIII.1. Benefits. 30

XVIII.2. Light Duty for a Job Related Injury. 30

XVIII.3. Light Duty for a Non Job Related Injury or Illness. Light duty work assignments shall be as specified in Appendix B of this Agreement. 32

XIX.SICK LEAVE 34

XIX.1. Earnings. Sick leave benefits for employees shall be six (6) duty days per calendar year. Said sick leave shall accumulate from year to year of continuous employment with the Village. Employees who have exhausted all sick leave benefits shall use any accrued vacation time and/or any accrued compensation days during the remaining period of the absence. Under special circumstances, advance sick leave may be granted, subject to advance approval by the Village Manager..... 34

XIX.2. Usage. Sick leave may be used in the following circumstances: 34

XIX.3. Reporting an Absence. If an employee fails to call in sick before the beginning of his shift, he shall not be paid for such shift unless such failure is justified by good cause acceptable to the Fire Chief. Employees are encouraged to call the shift commander on the dedicated sick time call in phone and if possible, are encouraged to do so at least two (2) hours before his or her shift commences. An employee who is absent three (3) consecutive duty days (partial or full) will provide a completed Duty Status Report no later than the start of the next scheduled duty day. If the employee is not released back to work on the initial Duty Status Report, the employee will provide an updated Duty Status Report upon

return to work indicating that the employee is released to return to full duty. 34

XIX.4. Incentives. During the term of this Agreement, employees will be eligible to participate on the same basis as other Village employees in any sick leave incentive program that may be in effect for Village employees generally, and as the same may be changed from time to time by the Village..... 35

XIX.5. Unpaid Leave. If an employee 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, compensatory days, and vacation days, that employee may, upon request, be granted a temporary unpaid leave of absence subject to the approval of the Village Manager. If approved by the Village Manager, such leave of absence shall begin following the use of all accrued benefits as described above. If the employee 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, seniority or other benefits will accrue to the employee during the temporary leave of absence. 35

XIX.6. Medical Examinations. If there is any question concerning an employee's fitness to return to duty following a layoff or leave of absence, the Village may

require, at its expense, that the employee 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 an employee provide at his own expense a statement from his own doctor upon returning from sick leave or disability leave. If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/ tests, the Village may direct appropriate remedial action and/or place the employee on sick leave (or unpaid leave if the employee does not have any unused sick leave days)..... 35

XIX.7. Family and Medical Leave Act. The Village shall apply the Village of Hoffman Estates Family and Medical Leave Act Policy in the form that was adopted by the Village Board on September 17, 2010 (the "FMLA Policy"). It is agreed that FMLA leave shall run concurrently with other paid leave that is granted by this Agreement as provided in the FMLA Policy. Subject to the terms of this agreement, it is agreed;..... 35

A. The Employee may substitute an Exchange of Duty Day Shift (EOD) in lieu of eligible paid leave granted by this agreement and FMLA leave shall run concurrently with EOD and paid leave. Employee is expected to notify Fire Administration when utilizing an EOD in lieu of paid leave when on FML.....

35

B. The Village may move previously scheduled vacation days to an FMLA Leave and run them concurrent with FMLA Leave as set forth in the "Schedule for Use of Paid Leave during FMLA Leave" contained in section X.A.1. of the FMLA Policy. However, the employee shall have the option to preserve up to two previously scheduled vacation days that cannot be moved by the Village to cover FMLA Leave without the employee's consent, by so advising the Fire Chief. 35

C. Notwithstanding the "Schedule for Use of Paid Leave during FMLA Leave" contained in section XA1 of the FMLA Policy, if an employee who is on FMLA leave had previously scheduled a vacation day during the time that is now covered by FMLA Leave, vacation time shall be charged on that day. However, if the FMLA Leave also qualifies for use of Sick Leave pursuant to this Agreement, the employee may substitute an available Sick Leave day for the vacation day that was previously scheduled during the FMLA Leave with the following limitations: 36

XX. LABOR MANAGEMENT MEETINGS; GRIEVANCE - ARBITRATION . 37

XX.1. Grievance Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee and/or the Union covered by the terms of this Agreement alleging a violation, misinterpretation, or misapplication of the terms of this Agreement. 37

XX.2. Procedure. A grievance filed against the Village shall be processed in the following manner: .....

XX.3. 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 only consider and make a decision with respect to the issue or issues presented, the specific issue or issues of contract violation, interpretation or application submitted to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be empowered to determine the issues raised by the grievance and shall have no authority to make a decision on any issue not so raised or submitted. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law, except as those powers, duties and responsibilities may be specifically limited by the terms of this Agreement. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the Village, the Union and the employees covered by this Agreement. .....
39

XX.4. Time Limits. If a grievance is not presented within the time limits set forth under Step 1, Section 20.2 of this Article, 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

mutually agreed to extension thereof, it shall be considered settled on the basis of the Village's last answer, except that any such settlement occurring after the effective date of this Agreement shall be deemed to be on a non-precedential basis. If the Village does not answer a grievance or an appeal thereof within the specified time limit or any mutually agreed extension thereof, the grievant may elect to treat the grievance as denied at that 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. 39

XX.5. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive method for determination, adjustment or settlement of any differences of opinion or disputes raised by an employee or the Union involving any alleged violation, misinterpretation, or misapplication of the terms of this Agreement. 41

XX.6. Union Grievances. A Union grievance, if in the nature of a class-action grievance in which the same circumstances give rise to the same grievance affecting two or more employees, may be presented initially at Step 2 of the grievance procedure. Under such circumstances, however, the grievance must be submitted at Step 2 within the same time limits and in

the same form as required under Step 1, Section 20.2 of this Article or it shall be considered waived. 41

XX.7. Miscellaneous. 41

XX.8. Matters within Jurisdiction of Fire and Police Commission are Excluded. Any dispute or difference of opinion concerning any matter or issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedure set forth in this Agreement. 41

XXI. SALARY SCHEDULE AND FRINGE BENEFITS 42

XXI.2. Firefighter and Paramedic Training Pay. If the training is required by the department, a firefighter or paramedic will be paid for class hours and other training at his or her appropriate straight-time hourly rate plus expenses. The Village shall also on the same basis pay for training necessary for any recertification. However, in case of failure at any attempt at recertification, the Village shall not pay for any training or expenses necessary towards the second attempt. 46

XXI.3. Clothing Allowance. Upon hiring, the Department will issue each employee the following Fire Department Occupational Health and Safety Committee

recommended and Department-approved clothing and equipment that meets or exceeds NFPA standards, if available: 46

XXI.4. Health Insurance. The Village and employees covered under this contract shall pay the monthly premium cost for a PPO medical insurance plan or HMO option subject to the following schedule: 48

XXI.5. Holiday Pay. Employees who work a regularly scheduled holiday (New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) shall receive a rate of 1.5 times their regular straight-time hourly rate for all hours worked. Employees hired back on the designated holiday shall receive a rate of two (2) times their regular straight-time hourly rate for any or all hours worked..... 50

For the purpose of this Holiday Pay, the holiday hours shall begin at 0800 on the day the holiday occurs and end at 0800 the following day. 50

Holiday Pay shall only be paid to those who actually work on the holiday; provided, when there is an EOD trade, the employee regularly scheduled to work the holiday shall receive the premium pay. (Example: FF(A) is scheduled to work the holiday, FF(A) has an EOD with FF(B); FF(A) receives Holiday Pay for all hours worked, FF(B) receives no Holiday Pay). 50

XXI.6. Special Service Rate. If an outside agency or organization contracts with the Village on a reimbursement basis to provide services or training during the employee's off-duty hours, said employee assigned to this non-emergency related work shall be paid one and one half (1 1/2) times his hourly rate of pay computed on the basis of a forty (40) hour workweek.... 50

XXI.7. Encouragement of Further Education. During the term of this Agreement, employees will be eligible to participate on the same basis as other Village employees in the Tuition Reimbursement program that may be in effect for Village employees generally subject to availability of funds. 50

XXI.8. Hepatitis B Virus Inoculations. The Village shall provide, at Village expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The Village shall offer such inoculation to every new employee. Additionally, the Village shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The Village may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.... 51

XXI.9. Communicable Disease. Upon learning that an employee has or may have come in contact with a person who has a communicable disease, the Village

will make every reasonable effort to immediately notify the affected employee, in compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. Similarly, if an employee is notified by someone outside of the Village that he has come in contact with a person with a communicable disease, he will make every reasonable effort to immediately notify the Village as soon as possible, in compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. 51

XXI.10. Group Term Life Insurance. During the term of this Agreement, the Village of Hoffman Estates shall provide (by way of paying premiums) each full-time employee covered by this Agreement with a paid Fifty Thousand Dollar ($50,000) group term life insurance policy. The Village of Hoffman Estates reserves the right to provide this group term life insurance through a self-insured plan or under a group insurance policy, or policies, issued by an insurance company, or insurance companies, selected by the Village..... 51

XXI.11. Pay Upon Termination. Upon separation from employment, employees shall receive pay at their regular hourly rate of pay in effect at the time of separation for all accrued but unused vacation, and compensation days, including those days earned in the year of separation on a pro-rata basis. In the event of death, payment

shall be made to the employee's designated beneficiary. Except as provided in this Section, there shall be no salary payment in lieu of vacation..... 51

XXI.12. Sick Leave Usage Incentive. In order to reduce the amount of sick time usage, a sick leave usage incentive program of the following terms and conditions shall be in effect: 52

XXI.13. Health Insurance Opt-Out Program Benefit. The Village agrees to increase the existing 20% Health Insurance Opt-Out Program benefit to 33% for Fire Union employees as long as a minimum of at least eight (8) Fire Union employees are participating in the Health Insurance Opt-Out Program. If at any time the total number of Fire Union employees who are participating in the Health Insurance Opt-Out Program falls below the eight (8) Fire Union employee threshold, the 33% benefit shall default back to 20%..... 52

XXI.14. VEBA Plan. The Village shall offer a VEBA Plan to commence during the 2022 calendar year consisting of non-Village funded, employee contributions which may include: Time Due, Personal Leave, Health Insurance Opt-out program benefits per Section 21.13, and Pay upon termination compensation per section 21.11, subject to IRS regulations. Any other federally qualified contribution not defined will have to be agreed

upon by both the Union and the Village in order to be included. 53

XXI.15. Health Reimbursement Arrangement (HRA). An HRA will be provided in accordance with the initial premium savings from the 2025 PPO Fire plans to the 2025 Blue Choice Options plan for the bargaining unit members. 53

XXII.BILL OF RIGHTS 54

XXII.1. Interrogations. Whenever an employee is subjected to administrative interrogation for any reason, which could lead to disciplinary action, demotion or dismissal, the interrogation shall be conducted under the following conditions: 54

XXII.2. Disclosure. No employee 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 disclosure is required by State or Federal law or by Sections 15-1-1 through 15-1-6 of the Village of Hoffman Estates Municipal Code (attached as Appendix G) in effect January 1, 2003, so long as such ordinance is valid. 55

XXII.3. Disciplinary Action. If the investigation or interrogation of an employee results in the recommendation of some action, such as transfer, dismissal,

loss of pay, or similar action which would be considered a punitive measure, then, before taking such action, the Department shall follow the procedures set forth in 65 ILCS 5/10-2.1 of the Illinois Compiled Statutes. Such employee 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 of the Illinois Compiled Statutes and in such case, the disciplinary hearing shall be held within thirty (30) days unless continued or waived by the employee. No such employee shall be suspended or terminated without cause, and not until a full and fair hearing has been accorded. 56

XXII.4. Pay Pending Filing of Formal Charges. If an employee covered by this Agreement is charged by indictment or complaint to have violated any provisions 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. 56

XXII.5. Grieving Disciplinary Action. The parties recognize that the Fire Chief and the Board of Fire and Police Commissioners of the Village of Hoffman Estates

("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10.2-1 et seq. The terms of this article are nevertheless intended to supplement the authority of the Fire Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to certain disciplinary actions resolved through a hearing before an arbitrator selected according to the grievance/ arbitration procedure of this agreement or by hearing conducted by the Board. In accordance with Section 15(b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event any conflicts between this procedure and the Village ordinance or Board rules, the provisions of this Agreement shall take precedence. 56

XXIII.DUES DEDUCTION AND FAIR SHARE..... 59

XXIII.1. Checkoff. Upon receipt of a signed authorization from an employee in the form set forth in Appendix D, the regular monthly dues (uniform in dollar amount) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Department of Finance (with a copy to the Fire Chief) by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted promptly to the Financial Officer of the Union..... 59

XXIII.2. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village. 59

XXIV. PROMOTIONS 60

Section 24.2. Eligibility Requirements. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in subsection A below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in subsection B below and desire to submit themselves to such process. 60

Section 24.3. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant or Captain promotion list shall be based on the points achieved by the candidate on each of the following components: 61

Section 24.4. Promotion process Components. The components of the promotional process shall be as follows and shall be administered in the order set forth below: 61

Ascertained Merit. A maximum of 10 points can be earned based on ascertained merit, which shall be determined on the basis of the following: Successful completion in any coursework related to Fire, EMS or Public Safety shall be awarded Ascertained Merit points in the following manner; Classes eight (8) hours or less - .25 points. Classes greater than eight (8) hours but not greater than sixteen (16) hours - .5 points. Classes greater than 16 hours - 1 point. Points for Veteran's preference, college degree programs and State of Illinois Fire Officer certifications are outlined below. Captain candidates may receive 5 points for successfully completing all of the Fire Officer III/Chief Fire Officer (CFO) course requirements holding a minimum provisional certification. Captain candidates may receive three (3) points for the successful completion of the classroom portion of Advanced Fire Officer (AdFO) and one (1) additional point for completion of the AdFO task book. Lieutenant candidates may receive three (3) points for the successful completion of the classroom portion of Company Fire Officer (CoFO) and one (1) additional point for completion of the CoFO task book. Zero (0) points will be awarded for certifications that are required for employment in the Hoffman Estates Fire Department. 65

Ascertained Merit for Lieutenant Promotions 66

XXV.DRUG AND ALCOHOL TESTING 84

XXVI.TERMINATION AND LEGALITY CLAUSE 85

XXVI.1. Savings. 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) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened. 85

XXVI.2. Village Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners of the Village of Hoffman Estates has certain statutory authority over employees 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 Village Board of Fire and Police Commissioners. If there is a conflict between a specific provision of this Agreement and the Rules and Regulations of the Board of Fire and Police Commissioners, the specific provision of this Agreement, for its duration, shall take precedence..... 85

XXVI.3. Entire Agreement. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for

its term. 85

XXVI.4. Effective Date, Termination and Reopening Provisions. This Agreement shall become effective as of January 1, 2024, and terminate on December 31, 2026. Thereafter, this Agreement shall be automatically renewed from contract year(s) to contract year(s) unless either party shall notify the other party, in writing, no less than one hundred and twenty (120) calendar days prior to December 31, 2026, 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 thirty-first (31st) day of December immediately following the giving of such notice..... 85

A.HEALTH BENEFIT HIGHLIGHTS 1

HEALTH BENEFIT HIGHLIGHTS 2

B.LIGHT DUTY ASSIGNMENTS 1

1. Fire Prevention Bureau 1

2. Public Education 1

3. Administration 2

4. Fire Service Related Education 2

5. Other Duties That are of a Similar Type and Nature as Listed Above..... 2

C.WORKING CONDITIONS..... 1

1. Recreation and Education..... 1

2. Meal Shopping/Times..... 1

3. Training/Drills 1

4. Station and Routine Duties..... 1

5. Television Viewing 1

6. Living Conditions..... 2

7. Major Cleaning and Maintenance Work..... 2

8. Review of Personnel Files 2

D.AUTHORIZATION FOR CHECKOFF OF UNION DUES..... 1

E.SUBSTANCE ABUSE POLICY 1

1. BLOOD AND URINALYSIS TESTING..... 2

2. TESTING PROCESS 3

3. ALCOHOL: Blood, Urine 3

4. CONFIDENTIALITY OF TEST RESULTS..... 4

5. DISCIPLINE 5

If the MRO determines that the employee was impaired while on duty or on call, the Department may take appropriate disciplinary action against the employee up to and including termination..... 5

REPORTING VIOLATIONS TO LAW ENFORCEMENT AGENCIES . 5

6. PRE-EMPLOYMENT TESTS 5

7. SAFETY OF WORK FORCE ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTS 5

8. REFUSAL OF AN EMPLOYEE TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST..... 5

9. REHABILITATION 6

F.GOVERNMENTAL ETHICS 1

G.2024 SENIORITY ROSTER (Effective 01/01/2024) 2

PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOFFMAN ESTATES, ILLINOIS (hereinafter referred to as the "Village "or the "Employer") and the HOFFMAN ESTATES PROFESSIONAL FIREFIGHTER ASSOCIATION Local # 2061 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO,CLC(hereinafter referred to as the "Union") has as its basic purpose the promotion of harmonious relations between the Village and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and establishment of rate of pay, hours of work and conditions of employment applicable to bargaining unit employees. Therefore, in consideration of the mutual promises and agreements contained in this Agreement, The Village and the Union do mutually promise and agree as follows:

I.

REPRESENTATION AND RECOGNITION

I.1. Recognition. The Village of Hoffman Estates ("Village") recognizes the Hoffman Estates Professional Firefighters Association, International Association of Firefighters, Local 2061 ("Union") as the exclusive collective bargaining representative for all employees of the Village of Hoffman Estates Fire Department employed as Firefighters, Firefighter/Paramedics, Lieutenants, Lieutenant/Paramedics, Captains and Captain/Paramedics, excluding persons occupying ranks above captain, all other employees of the Hoffman Estates Fire Department and all supervisory, managerial or confidential employees as defined in the Illinois Public Employee Labor Relations Act.

I.2. Gender. Wherever the male gender is used in this Agreement, it shall be construed to include male and female employees.

II.

NO STRIKE – NO LOCKOUT

II.1. Protection of Agreement. Neither the Village nor the Union, through their officers, members, representatives, agents or committees shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

II.2. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism. Any or all employees who violate any of the provisions of this section may be disciplined by the Village, up to and including discharge.

II.3. No Lockout. The Village agrees that there shall be no lockout of members of the Union.

III.

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:

1. To determine its mission, policies, and to set forth all standards of service offered to the public;

2. To plan, direct, control, schedule, and determine the operations or services to be conducted by employees of the Village;

3. To determine the methods, means and number of personnel needed to carry out the department's mission;

4. To direct the working forces;

5. To hire, assign, or transfer employees;

6. To promote; and demote, suspend, discipline or discharge for just cause;

7. To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;

8. To make and enforce rules and regulations;

9. To introduce new or improved methods, equipment, or facilities;

10. To contract out for goods and services; and

11. To take any and all actions as may be necessary to carry out the mission of the Village and the Fire Department in situations of civil emergency conditions as may be declared by the President of the Board of Trustees or the Village Manager. 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.

IV.

UNION BUSINESS

IV.1. Union Steward. The Union shall have the right to certify no more than three (3) Stewards to participate in the Grievance Procedure to the extent set forth in Article XX of this Agreement. In the absence of a Steward, one (1) Local Union Representative may act in the capacity of a Steward and may participate in the Grievance Procedure to the extent set forth in Article XX of this Agreement.

IV.2. Notification to Village. The Union shall provide the Village Manager and Fire Chief with a list indicating the names and titles of all officers and stewards of the Union on or before December 31 of each year. In addition, the Union shall advise the Village of any changes in the officers or stewards of the Union by providing an updated list to the Village Manager and Fire Chief, within forty-eight (48) hours upon certification of the changes.

IV.3. Union Representation. The Union Steward or other appropriate Local Union Representative may represent individual Union members in matters appropriate for Consultation and Grievance handling as set forth in Article XX. No more than one (1) Steward and/or one (1) Local Union Representative are to be used in this process.

IV.4. Union Membership. There shall be no discrimination, interference, restraint, or coercion by the Village or any of its agents against any employee because of his membership in the Union or by the Union because an employee is not a Union member.

IV.5. Limitation on Union Activities During Working Hours. The Union, its members, agents, or representatives will not engage in any Union activities of any kind during the working hours of the employees, except as authorized pursuant to the provisions of this Agreement. Working hours shall be defined as those hours in which an employee receives compensation from the Village, except when an employee is on authorized vacation leave or compensation day.

1) Employees may engage in Union business at any time while on duty if directed to do so by the Fire Chief or his designee or if approved by the Fire Chief or his designee in special circumstances such as to provided Weingarten rights when time is of the essence;

2) Employees may engage in Union business between the hours of 1700 and 0800 with Shift Commander approval provided that such activity does not interfere with their

work or Village business, employees do not leave their assigned duty location and such activity does not involve the use of Village equipment or resources;

3) The Union may hold Union meetings at a firehouse with advanced approval by the Fire Chief or his designee. Employees who are on duty and assigned to the firehouse where the meeting is held may attend while on duty and employees who are on duty at other stations may participate by virtual means including internet access provided such means are paid for by Union and/or Foreign Fire Tax Board funds and the uses are limited to union business, training exercises or other uses that are mutually agreed by the parties.

IV.6. Leave of Absence. Leave of absence may be requested by Union members, authorized to represent the Union, to attend meetings, conventions or conferences pertaining to Union business. Approval or disapproval of such request by an authorized Union member shall be at the discretion of the Fire Chief. It is agreed that leave of absence of authorized Union members for Union business shall not exceed four (4) members for three (3) duty days each per year (January – December) for the total Union membership, provided such leave of absences(s) is approved pursuant to Article VII of this Agreement. It is understood that reasonable advance notice of request for leave will be given to the Fire Chief.

V.

UNION BULLETIN BOARDS

V.1. Bulletin Boards. The Village agrees to provide an area in each Fire Station for the Union to post one (1) bulletin board.

V.2. Size. The bulletin board space shall not exceed three (3) feet by three (3) feet.

V.3. Posting Procedures. The Union bulletin boards shall be used for the posting of Union notices as it deems appropriate. All costs incident to preparing and posting of Union material shall be borne by the Union. The Union is responsible for posting and removing any material on its designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

VI.

RULES AND REGULATIONS

VI.1. Rules and Regulations. The Union agrees that it shall encourage its members to comply, in full, with all Fire Departmental rules, regulations, orders and directives, and the Village of Hoffman Estates Personnel Policy Manual that are not in conflict with provisions of this Agreement.

New or revised rules, regulations, policies, procedures, and written directives may be established from time to time. Except in an emergency, the Union will be given notice of proposed changes affecting bargaining unit members and a reasonable opportunity to discuss such changes with management before they are finalized, and absent emergency, such changes will be posted in such a manner to have proposed deleted language written with "strikeout" and new language written in "Bold" print for no less than 10 days for input and for an additional period of 21 days before they become effective and enforceable; provided, however, this sentence shall not apply to the Rules and Regulations of the Board of Fire and Police Commissioners or personnel orders. Rules, regulations, policies, procedures, and directives of the Fire Department shall be fairly and equitably administered and enforced.

VI.2. Precedence of Agreement. In accordance with Article XV, section (b) (5 ILCS 315/15(b) of the Illinois Public Labor Relations Act, if there is a conflict between a specific provision of this Agreement and a specific provision of a Village ordinance or a written rule, regulation, directive, policy or procedure which may be in effect from time to time, the specific provision(s) of this Agreement, for its duration, shall take precedence.

VII.

LEAVE OF ABSENCE

VII.1. Leave of Absence. Leave of absence shall be defined as periods of excused absence from work, without pay. Approval or disapproval of a request for a leave of absence shall be at the discretion of the Village Manager.

VIII.

EXCHANGE OF SHIFT ASSIGNMENTS/ASSIGNMENT SELECTION/EXCHANGE OF DUTY DAY SHIFTS

VIII.1. Shift Exchange – Selection of Regular Station and Regular Apparatus Assignments.

A. Exchange of Shift Assignments.

(1) On or before August 1 of each calendar year, any two employees with the same qualifications may submit a written request to the Fire Chief, or his designee, to exchange shift assignments. The request for such exchange shall be subject to the approval of the Fire Chief, or his designee, and shall be responded to in writing by September 1 and, if approved, be effective January 1.

(2) Also, any time, any two employees with the same qualifications, may submit a written request to the Fire Chief to exchange shift assignments. The request for such exchange shall be subject to the approval of the Fire Chief and can be done any time during the year as long as it does not affect vacation selection, compensation days or cause the department overtime.

(3) In addition, when new employees are added or should a vacancy occur in the department, an individual employee may submit a written request to the Fire Chief to exchange shift assignments. The request for such exchange will be subject to the approval of the Fire Chief.

B. Assignment Selection. Employees on each shift shall be permitted to select their regular fire station assignments and their regular apparatus assignments at said fire station on the basis of continuous full-time, sworn service with the Village's Fire Department and qualifications in the following manner, provided however, that the Fire Chief retains the sole right to determine, and change from time to time, qualifications and number of employees for all assignments under this Section.

(1) Employees who meet the necessary qualifications established by the Fire Chief shall select regular station and regular apparatus assignments at said station on the basis of continuous full-time, sworn service with the Village's Fire Department.

(2) Selection for such assignments shall normally be made at the same time as vacation selection and shall be completed by December 1 of each year with assignments to be effective January 1. If an employee fails to select his regular station or regular apparatus assignment by December 1, then

the Fire Chief shall have the sole authority to determine said employee's regular station and/or regular apparatus assignment.

(3) Prior to commencement of the selection process, the Fire Chief shall set forth the station and apparatus requirements, which shall be based upon the Fire Department's policy on station/apparatus requirements.

C. Notwithstanding, the foregoing provisions of this Section, in situations involving the need to fill any manpower position, the Fire Chief, or his designee, retains the right to assign any employee to any station or apparatus on a temporary basis if he determines that such a temporary assignment is necessary or appropriate in a specific instance.

VIII.2. Exchange of Duty Day Shifts. Any two (2) employees shall have the right to exchange duty day shifts provided:

A. Such exchange is made known to the shift commander by the beginning of the shift; however, employees are encouraged to contact the shift commander no less than one (1) hour prior to the exchange of duty occurring.

B. A written record of such shift exchange is made within 48 hours after the exchange.

C. The exchange is between employees of equal or greater qualification, (i.e., a firefighter/paramedic for a firefighter/paramedic; a lieutenant for a lieutenant or firefighter/paramedic; a captain for a captain, lieutenant or firefighter/paramedic) unless this requirement is waived by the shift commander.

D. The shift commander verifies the propriety of the exchange pursuant to these guidelines.

Accordingly, if an employee requests and receives authorization to exchange duty with a second employee, the second employee who is scheduled to work the exchange is responsible for working the agreed upon work shift/hours. In the event the employee (second employee) is unable to work the shift/hours, the employee (second employee) must find a replacement (i.e., initiate an additional exchange of duty) consistent with the criteria set forth in paragraph 1 (and if so, the second employee shall be responsible to pay back the third employee). If the second employee is unable to find a replacement, the exchange of duty time shall be deducted from the second employee's appropriate accumulated benefit time on an hour for hour basis. Provided, however, if a hireback is necessary, the exchange of duty time shall be deducted from the second employee's option of accumulated vacation, compensation days, time due or personal leave on an hour for hour basis. In the event that the employee does not have the appropriate accumulated benefit time, the exchange of duty time may be deducted as an advance of vacation time and an appropriate request for advance of vacation leave form shall be completed. The deductions allowed herein shall not limit the ability of the Village to discipline an employee for abuse of duty trade privileges (e.g., the employee calls in sick, but is not sick). Any hours worked in

accordance with this provision shall be counted as hours worked by the employee originally scheduled to work. Further, no benefit time deducted pursuant to this provision shall count for purposes of overtime calculation under this Agreement.

If one (1) employee substitutes for another employee under this Article, then the hours worked by the substitute employee shall be excluded by the Village in the calculation of hours for which the substitute employee would otherwise be entitled to compensation.

If, however, the substitute employee works beyond the other employee's scheduled duty day, then the substitute employee shall be entitled to the applicable rate of compensation for such additional hours worked. If a substitute employee works another employee's duty day shift in accordance with this Article, then the hours worked by the substitute employee shall only be counted as hours worked by the employee for whom he is substituting.

Nothing in this Article shall preclude an employee from exchanging duty with a member of his/her own shift subject to compliance with the requirements of this Section 8.2.

VIII.3. Exchange of Vacation/Compensation Days Between Members of Same Shift. Any two (2) employees shall have the right to exchange vacation or compensation days provided:

Any two (2) employees from the same shift shall be permitted to exchange vacation days and compensation days, as long as the exchange does not result in any additional compensation. An employee may request a change in his vacation and/or compensation day schedule subject to the approval of the Fire Chief or his designee, providing that good cause exists for the requested change. The Fire Chief or his designee retains the discretion to approve or deny an employee's request to change his vacation and/or compensation day schedules for a bona fide operational reason.

IX.

VACATIONS

IX.1. Vacation Entitlement. An employee who is temporary, intermittent, or part-time is not eligible for accrual of vacation time. No vacation may be taken by employees until he has one (1) year of continuous service with the Village. (Exception to the above statement must be approved by the Fire Chief.) Each eligible employee is entitled to take paid vacation time as follows:

A. From completion of one (1) year of continuous service until the date of five (5) years of continuous service are completed:

Five (5) duty days.

B. From the date of five (5) years of continuous service are completed until the date of eleven (11) years of continuous service are completed:

Seven (7) duty days.

C. From the date of eleven (11) years of continuous service are completed until the date of seventeen (17) years of continuous service are completed:

Ten (10) duty days.

D. From the date of seventeen (17) years of continuous service are completed until the date of nineteen (19) years of continuous service are completed:

Twelve (12) duty days.

E. From the date of nineteen (19) years of continuous service are completed until the date of twenty (20) years of continuous service are completed:

Thirteen (13) duty days.

F. From the date twenty (20) years of continuous service are completed:

Fourteen (14) duty days.

IX.2. Vacation Selection. It shall be the responsibility of the Fire Chief to determine the number of employees who can be scheduled off at any one time, which shall be a minimum of five (5) employees per shift, and a maximum of six (6) employees per shift, when possible. Effective January 1, 2004, vacation selection shall exclude non-union members. The Union shall have posted on each station bulletin board a vacation calendar schedule on or before September 1 of each year. Employees shall have the opportunity of selecting their vacation

schedules for the upcoming calendar year. Vacation days may be scheduled through the entire year.

The selection of vacation schedules shall be based upon seniority. Employees shall have until December 1 of each year to select their vacation schedule based upon seniority. If an employee fails to select his vacation schedule by December 1 of each year, said employee voids his seniority rights in regards to vacation schedule preference and the Fire Chief shall then have the sole authority to determine said employee's vacation schedule for the upcoming calendar year.

An employee shall be permitted to split the number of duty days vacation he is eligible to receive as many times as desires, provided that each time a vacation period is selected he shall lose his pick until the rest of the employees have picked by seniority.

Employees who have an anniversary date during the fiscal year, which will result in additional vacation time available for selection on the schedule for the entire fiscal year may not select such additional vacation time until all other employees have picked their vacations.

Except as otherwise provided, vacation time must be used during the same fiscal year in which it is accrued; provided that if, because of illness, injury, or Department mandated schooling or training, an employee cannot use vacation time earned, such time may be carried over up to a maximum of one year's (1) accrual.

X.

FUNERAL LEAVE

X.1. Funeral Leave. In the event of a death in the immediate family, the employee shall be authorized a leave of absence. During such leave of absence, the employee shall be paid at his regular rate of pay for such leave of one (1) duty day, not to exceed a maximum payout of more than 24 hours. Leave of absence in excess of 24 hours as referred to above shall be without pay, except as provided in Section 3 of this Article. It is understood that only the necessary time needed shall be used.

X.2. Definition of Immediate Family. The employee's immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, stepmother, stepfather, legal guardian, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, brother-in-law, sister-in-law, grandmother or grandfather, and spouse's grandmother or grandfather.

X.3. Extended Funeral Leave. In the event of a death of an employee's immediate family member who currently resides in the employee's household, or for circumstances as determined by the Village Manager, the employee may be granted extended funeral leave. Such request shall initially be made to the Fire Chief. The requesting employee shall receive a response as promptly as possible.

XI.

JURY DUTY OR SUBPOENAS

XI.1. Jury Duty or Subpoena During Working Hours. Except as otherwise provided in this article, an employee who is required to be absent from work because he is called for jury duty or because of subpoena from any legislative, judicial or administrative tribunal or office thereof, will be allowed necessary time away from work with regular pay for such purpose provided however, that such call or subpoena shall not be for the misconduct of the employee while not on duty for or on the behalf of the Village. It is understood that only the time needed (including reasonable and necessary travel time) shall be taken.

XI.2. Required Testimony During Off Duty Hours. Except as otherwise provided in this article, an employee will be paid his or her applicable hourly rate for off-duty hours (including reasonable and necessary travel time) of testimony required by any legislative, judicial or administrative tribunal or office thereof, under the following circumstances:

A. When the Village requires the employee to testify during the employee's off-duty hours; or

B. If the employee is subpoenaed to testify with respect to matters arising out of the employee's employment by the Village.

XI.3. Exclusions. Notwithstanding any other provision of this Agreement, an employee will not be entitled to any compensation for testimony (including travel time) required by any legislative, judicial or administrative tribunal or office thereof, under any or all of the following circumstances:

A. If the employee's testimony is at the request of the Union or if the employee is subpoenaed at the request of the Union;

B. If the employee's testimony is before the Village Board of Fire and Police Commissioners;

C. If the employee's testimony is before an arbitrator with respect to a pending grievance;

D. If the employee's testimony is before the Illinois Industrial Commission; or

E. The employee's testimony pertains to a matter in which the employee is a plaintiff or claimant of any kind.

The exclusions in subparts B, C, or D of the foregoing sentence shall not apply if the employee is testifying as a witness at the direction of the Village.

XI.4. Notice and Fees. An employee must notify his Battalion Chief immediately upon receiving notice that he may be required to testify or appear for jury duty. If the Village compensates an employee for jury duty or testimony, then the employee shall pay over to the Village any other compensation (exclusive of expenses) the employee receives for jury duty or for testimony.

XII.

RESIDENCY REQUIREMENT

No employee covered by this Agreement shall be required to reside within a particular geographic area as a term or condition of continued employment.

XIII.

SENIORITY

XIII.1. Definition.

A. Seniority shall mean an employee's length of continuous service with the Village of Hoffman Estates.

B. However, issues relating to the "Selection of Regular Station and Regular Apparatus Assignments," the selection of "Compensation Days," and eligibility for a "Career Service Incentive" shall be determined by the individual's continuous full-time, sworn service with the Hoffman Estates Fire Department.

XIII.2. Probationary Period. All employees new to the Hoffman Estates Fire Department shall be classified as Probationary.

The probationary period for a firefighter/paramedic is as defined in the Fire and Police Commission Rules and Regulations.

XIII.3. Seniority List. There shall be established a Village Seniority Roster and a Department Seniority Roster (for Selection of Regular Station and Regular Apparatus Assignments, Compensation Day selection and Career Service eligibility), both attached hereto as Appendix G and by said reference made a part of this Agreement.

The Fire Chief shall prepare on or before September 1 of each year, an update of both seniority rosters in each fire station and shall forward a copy of both seniority rosters to the Union Secretary and Village Manager.

XIV.

LAY-OFF AND RECALL

XIV.1. Layoff. In the event the Village decides to exercise its right to lay off employees, the Village Manager shall notify the Union President of the pending reduction of employees. Employees shall be laid off in inverse order of their seniority. All probationary employees will be laid off first. Before an employee is laid off, the Village shall require said employee(s) to submit to a physical examination.

If two (2) or more employees have the same seniority time, the Village shall then use the ranking of said employees on the eligibility list as certified by the Fire and Police Commission. The employee with the lower ranking shall be laid off first.

Employee(s) on laid-off status shall be considered furloughed without pay.

XIV.2. Recall. Employee(s) will be recalled in reverse order of their lay-off. Recall shall be made in accordance with the power and authority of the Fire and Police Commission as enumerated in the Illinois Compiled Statutes.

XV.

HOURS OF DUTY

XV.1. Average Workweek Schedule. The average workweek schedule of employees shall be a fifty-six hour workweek.

XV.2. Duty Day. A duty day shall be defined as twenty-four (24) consecutive hours for the purpose of this Agreement. The duty schedule is one (1) duty day on followed by forty-eight (48) consecutive hours off.

It is understood that the duty day shall begin at 0800 hours of a given day and end at 0800 hours the following morning.

XV.3. Compensation Days. In order to reduce the number of hours worked annually, each employee shall be entitled to twelve (12) duty days off with pay during the calendar year (January 1 - December 31).

After employees have selected their vacation schedules pursuant to the provisions of Article IX, Section 2, duty days off shall be scheduled according to the choice of the employee with the approval of the Fire Chief, it being the responsibility of the Fire Chief to determine the number of employees who can be scheduled off at any one time. Selection of compensation days shall be based on continuous full-time, sworn service with the Village's Fire Department. If an employee fails to use said duty days off within said time frame, said duty days off will be forfeited, except that if an employee does not use said compensation days because of an injury on duty or Department mandated schooling or training, said compensation days, up to a maximum of twelve (12), may be rescheduled with approval of the Fire Chief.

XV.4. Tour of Duty - FLSA. The employee's tour of duty shall be each twenty-six (26) consecutive calendar day period. Each twenty-six (26) day tour of duty is followed by the next twenty-six (26) day tour of duty and continues as such throughout the term of this Agreement.

The Fire Chief shall schedule such regular duty days off for employees in order to ensure that the total number of hours actually worked by a firefighter does not exceed one hundred ninety-seven (197) in a designated twenty-six (26) day tour of duty. It is understood that vacation time and compensation days do not count towards the 197 maximum hours.

It is understood that the duty days taken in order to comply with this article are included in the total number of days off already specified in Article XV and Article IX.

XVI.

OVERTIME – CALL BACK – HOLDOVER

XVI.1. Overtime. All employees in overtime classification shall be compensated at a rate of one and a half (1 1/2) times their regular hourly rate of pay for such overtime. Overtime compensation shall be computed to the next nearest quarter (1/4) hour and computed bi-weekly commensurate with the payroll, and the employee shall receive said overtime pay on the next regular pay period payday. All overtime will begin or end at the next nearest quarter hour. There will be no overlapping of overtime hours when replacement of employees takes place except when the Shift Commander determines that personnel need to be moved or for continued work due to response to an emergency incident. (Example: FF A is held over or on a hire back; FF B is replacing FF A and comes in at 10 minutes past the hour. FF A's OT will end and FF B's OT will begin at 15 minutes past the hour, except for FF A if he continues working due to responding to an emergency call.)

Whenever an employee is ordered to return to duty after his regularly scheduled tour of duty, said employee shall be classified in overtime status from the time of such order until released by the officer in charge provided the employee is not held over to complete or correct an assignment which the employee should have normally completed during his normal work hours.

XVI.2. Recall. Whenever an off-duty employee is recalled for duty, he shall be considered in overtime status. All approved employees who respond to the recall order shall be guaranteed a minimum of two (2) hours of overtime pay for each recall the employee responds to from the time of such order until released by the officer in charge.

XVI.3. Holdover. Whenever an employee is required to remain on duty past his/her regular tour of duty, he/she shall be classified in overtime status and shall be guaranteed a minimum of a quarter (1/4) hour of overtime pay.

XVI.4. Hire Back. When an employee is needed to fill a vacancy, selection of said employee shall be handled by the Union and made from a hire back schedule maintained by a designated Union Steward for each shift. All hire backs and force backs shall be secured by the Union.

XVI.5. The Shift Commander will determine if any specific qualifications are required for the hireback, e.g. engineer, acting officer. Other Overtime Assignments. If the need arises to use specialized personnel, the following shall apply:

A. Criteria. The use of on-duty personnel with specialized skills will be utilized

when staffing permits to fill special assignments such as certified Inspector, Public Educator and training of departmental classes. In the event that a program has been scheduled with an on-duty specialist and staffing falls below minimum requirements on the morning of the program, a hold-over will be required to insure the program is completed if canceling the program will have an adverse impact on community relations, inter-agency relationships or departmental objectives.

B. Use of Specialist.

(1) Fire Inspectors - A certified Inspector may be hired back to perform responsibilities normally assigned to the Fire Prevention Bureau.

(2) Public Education - A Public Educator may be hired back to perform responsibilities normally assigned to the Public Education Division.

(3) Special Projects/Training - Other than those outlined above, special projects/training within the organization, as determined by the Fire Chief, can be assigned to individuals based on the needs of the Department and the qualification of the individuals.

XVI.6. Time Due Bank. When an employee works overtime, he may elect to bank the hours as "Compensatory Time Due" in lieu of receiving monetary compensation in that pay period ("Time Due Bank" or "Time Due"), subject to the provisions of this Section. In consideration of the Village offering this Time Due benefit, the Village and the Union agree, in furtherance of Section 7(o)(5) of the Fair Labor Standards Act, to place restrictions on the use of Time Due under circumstances that they agree would constitute an "undue disruption" of the Department's operations. This Time Due benefit allows employees to take time off at a future date when the leave calendar might otherwise be full and prevent normal scheduling of time off, or in the case of a personal emergency where time off is needed and not otherwise available. Requests for Time Due off shall be handled according to the following procedure:

1. Employees may establish and maintain a rolling bank for Time Due by electing to bank overtime hours as Time Due in lieu of taking cash payment for overtime to a maximum of 120 hours. This time shall be banked at the applicable overtime rate, e.g. 24 hours overtime worked at time and one half = 36 hours banked as compensatory time due or 24 hours worked at double time = 48 hours banked as compensatory Time Due. Employees who work on a holiday may choose to bank up to twelve hours of their holiday straight time pay into their Time Due bank, in lieu of a cash payment. Employees will not be allowed to bank hours earned under special service rate pay.

2. An employee may request and schedule time off so long as he has sufficient banked

Time Due to cover the requested time off.

3. The use of Time Due may be scheduled to start Monday through Friday between 0800 and 1600 hours for a minimum of eight (8) hours or more to a maximum of twenty-four (24) hours and such use will be allowed in a minimum of ½ hour increments. The use of Time Due may also be scheduled Monday through Friday between 1600 and 0800 hours for a minimum of six (6) hours and such use will be allowed in a minimum of ½ hour increments. The use of Time Due may also be scheduled on a shift that starts on Saturday or Sunday for a minimum of six (6) hours or more to a maximum of twenty-four (24) hours and such use will be allowed in a minimum of ½ hour increments. When an employee is off duty using Time Due hours, not including a Call Back or for the need to attend to divisional duties (excluding coverage for such), the employee is not permitted to accept a hireback. Time Due hours may be used to initiate or payback exchange of duty assignments with other personnel.

4. No more than five (5) bargaining unit members will be allowed to use Time Due (inclusive of Personal Leave) at any one time. If manning falls below the minimum (e.g. 22), then the member shall be charged at the 1.5 or 2 hrs/hr rate (premium rate). The Battalion Chief's use of Time Due will not be counted toward the reduction of manning related to the minimum. If the Village has to pay 1.5 or 2 hrs/hr rate (premium rate), Time Due will be charged at that rate. (E.g., 24 hour hire-back at time and a half equals 36 hours reduction in Time Due Bank.; this amount will increase to 2 times if the employee elects to schedule Time Due when the Village is required to pay double time to the employee who covers the leave requested.) All Time Due requests shall be taken on a first come first served basis. At the time of the employee's Time Due request, those hours required to cover the specific day requested will immediately be encumbered. The hours will be encumbered at the overtime rate of 1.5 or 2 hrs/hr (premium rate). In the event overtime is not required to cover the requested time off, the extra hours will be returned to the individual's bank. An employee will only be allowed one encumbrance per day requested.

5. An employee desiring to schedule Time Due off is encouraged to notify the on-duty Shift Commander requesting the use of Time Due (for purposes of this section 16.6 the "Shift Commander") at least two (2) hours before his shift commences but in any event shall notify his Shift Commander prior to 8:00 AM or as soon as practicable thereafter (i.e., emergency situations). The parties agree that Time Due requested on holidays as defined in section 21.5 shall be requested at least two shift days (6 calendar days) in advance. The request will not be approved in the event that a hireback is not secured within twelve hours of the start of the shift day of the requested time off. (Example: If an employee wishes to use twenty four (24) hours of Time Due beginning at 0800 on Christmas Day, his request must be submitted by 0800 on December 19. If no hireback is secured prior to 2000 on Christmas Eve, then the request to use Time Due would be denied).

6. If at the time of the request it is necessary to pay another employee premium pay of any kind to cover the employee's requested time, the parties agree that such request cannot be filled within a reasonable period of time without unduly disrupting the operations of the Fire Department. In such a circumstance the employee shall have the following options:

    a) To direct the Shift Commander to forego the request for time off and requisition payment for 36 hours of banked Time Due (e.g., 24 hours requested at time and a half equals 36 hours reduction in Time Due Bank) on the next regular payroll check.

    b) To withdraw the request and to resubmit a request for leave at another time when premium pay will not be required to cover the employees' requested time; or,

    c) Take the leave requested and have his Time Due Bank reduced by the appropriate hours as described below:

    If the leave requested causes the Village to pay another employee premium pay of any kind to cover the employee's requested time, the scheduled employee taking the leave shall be designated as having taken an "unduly disruptive day" and the scheduled employee's Time Due Bank shall be reduced one hour for each hour the Village is required to compensate the employee who covers the leave requested and/or any the hourly equivalent of any additional premium pay that the Village is required to pay to the employee who covers the leave requested If no premium pay is required, the request shall be deemed to be not unduly disruptive and the employee taking the leave shall have his Time Due Bank reduced hour-for-hour by one hour for each hour granted off duty, e.g. 24 hours off equals 24 hours reduction in Time Due Bank).

7. <u>Cancellation of encumbered Time Due requested may occur under the following guidelines:</u>

    a) Notification of cancellation must be made to the Shift Commander prior to the start of the scheduled Time Due request. All encumbered hours will be returned to the employee's Time Due Bank.

    b) If a hire back was secured to cover any portion of the Time Due period, then the employee hired back must be notified that they will not be needed prior to their start time. Otherwise, a

minimum of three (3) straight-time hours (based on two hours of overtime paid to the hired back employee) will be reduced in the requesting employee's Time Due banked hours account.

c) Reduction of hours of Time Due requested may be allowed either prior to or after the Time Due used period begins, provided that the Shift Commander is notified and that point #B above is followed. The minimum of 8 hours of Time Due used must still be maintained if the hours are reduced. (Example – The employee requests 8 hours of Time Due and is off of shift. He then decides that he only needs to be off for 4 hours. He must still use the minimum 8 hours of Time Due once he initiated using his time.)

8. The parties agree that the restrictions described in paragraphs 2-7 of this section serve their mutual interests in allowing maximum flexibility for employees to schedule their Time Due within reasonable time periods while avoiding any undue disruption of the Village's operations. The parties also agree that the Village may limit the use of Time Due as permitted by the Fair Labor Standards Act.

9. Cashout. Employees have the ability to cash out accrued hours only in the year in which it was accrued. An employee may request payment for his unused hours at any time. The requested payout will be included in the next payroll period. Time Due that has not been approved for use during the calendar year and that is in the employee's Time Due Bank at the time that the second payroll of December is processed shall be cashed out in the second regular payroll check of December unless the member is participating in the Section 115 plan, then unused hours will be paid in accordance with the Side Letter of Agreement between the parties regarding the Hoffman Estates Trust Agreement Retiree Healthcare Funding Plan Contributions. (e.g., no rollover of Time Due from year to year).

10. Any and all disputes that may arise between the parties as to the administration of this section shall be resolved through the grievance arbitration procedure, Article XX of this agreement, except that such grievance shall be filed at Step 3. The parties expressly agree and in reliance upon the Supreme Court's decision in 14 Penn Plaza LLC v. Pyett, 129 S.Ct. 1456, 186 LRRM 2065 (2009), that such disputes shall include claims or allegations that any restrictions on the use of time due available to employees from their compensatory time banks as established under this section do not comply with §7(o)(5) of the FLSA, 29 USCA §207. In the event that any such grievance is advanced to arbitration, the parties further stipulate and agree that the arbitrator's remedial authority shall be limited to making the grievant(s) whole by granting, consistent with applicable §7(o) standards of the FLSA, the cash value of any time due in dispute based on the then applicable overtime rate or awarding additional compensatory time off and shall have no authority to award any attorneys

fees or any penalties against the parties.

11. Hold Harmless. In consideration of the Employer's agreement to allow employees to establish time due compensatory time banks and to schedule time due in accordance with the terms and conditions of this section, the Union agrees to the following:

    To defend, indemnify, save and hold harmless the Village, its officers, agents and employees, from any and all damages arising from any complaint or allegation that these restrictions on the use of Time Due do not comply with Section 7(o)(5) of the Fair Labor Standards Act regarding the use of compensatory time.

12. No requests for Time Due will be accepted after the Fire Chief has authorized the hire back of personnel to provide additional staffing for weather related emergencies, except as otherwise authorized by the Fire Chief for bona fide personal emergencies.

XVI.7. Personal Leave. Each eligible employee is entitled to forty-eight (48) hours of Personal Leave annually. Employees may cash out up to twenty-four (24) hours of Personal Leave annually or may carry over Personal Leave hours from one calendar year to the next up to a maximum accrual of 120 hours banked at any one time. Once Personal Leave hours have been carried over, they can no longer be cashed out.

Personal Leave usage shall be requested, considered and charged in the same manner as the existing Time Due process as outlined in Sections 16.6 (2) - (5), 16.6 (6) (b) and (c), 16.6 (7) and 16.6 (12).

XVII.

WORKING OUT OF CLASSIFICATION

XVII.1. Pay for Work Out of Classification. Employees ordered to work in a higher classification immediately shall receive the rate of pay of a higher position for the time said employee works in the higher classification.

XVII.2. Selection of Employees to Work Out of Classification. The selection of employees to work out of classification shall be the responsibility of the shift commanders, which will adhere to the following guidelines.

A. Selection shall be first made from those employees working on the shift where the opening exists who are on the current eligibility list for the higher classification in order of ranking on said eligibility list.

B. If the assignment is not filled from an employee from that shift, who is on the current eligibility list, employees from other shifts shall be offered the assignment in rank order from the current eligibility list for the higher classification at the shift commander's discretion.

C. If no employee from any shift is available from the current eligibility list, a selection shall be made by offering the assignment to an appropriately qualified employee on the shift where the opening exists at the shift commander's discretion.

D. In the position of Captain is to be filled, the employee selected to work out of classification will be considered working as a Lieutenant, paid as such.

XVIII.

INJURY LEAVE

XVIII.1. Benefits.

The Village shall compensate an employee for any difference in pay the employee receives from Workers' Compensation benefits under applicable state law and the employee's annual salary for the first 12 consecutive months for each occurrence for which the employee receives Workers' Compensation benefits. During the first 12 consecutive months, the employee will continue to accrue sick leave and vacation benefits under this Agreement.

No employee who is on an unpaid leave of absence (except an employee on approved Union business leave) or who is receiving a disability pension shall be eligible to accrue any vacation or sick leave benefits under this Agreement.

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

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

XVIII.2. Light Duty for a Job Related Injury.

The Fire Chief may, at his discretion, assign available light duty work with a physician's approval to an employee if the employee is qualified to perform such light duty work and if the employee is unable to perform full duty responsibilities because of illness, injury or temporary disability (not a disability pension).

An employee who is unable to perform full duty responsibilities because of illness, injury or temporary disability (as opposed to disability pension) has the right to request that he be assigned available light duty work that he is qualified to perform provided he has a physician's approval and provided that there is a reasonable expectation the employee will be able to assume full duties and responsibilities within six (6) months. The Village will not deny an employee's request for available light duty work, except for reasonable justification, and provided that it is clearly understood that nothing in this Section shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned light duty assignments when the Village reasonably determines that the need exists and only so long as such need exists.

Light duty work assignments shall be as specified in Appendix B of this Agreement.

Any disagreement between the Village's doctor and an employee's doctor as to an employee's medical ability to perform light duty assignments shall be resolved by the employee requesting an opinion from a doctor practicing within the Advocate Medical Group Network of

the Chicagoland area. The employee opting for the third opinion shall select and provide the name of the hospital within the Advocate Medical group to the Village and the Village will select an eligible doctor who practices within that chosen hospital as the third doctor and schedule the appointment for the employee. The cost of a third doctor's opinion will be shared equally between the affected employee and the Village. The Village will schedule an appointment with said physician as soon as possible upon the employee's request. The employee will follow the Village's doctor's opinion until such time as the request for the third doctor's opinion is made. Once the request has been made for the third doctor's opinion, the employee will follow their doctor's opinion until such time as the third doctor's opinion has been rendered. Once that opinion has been made, both parties will abide by the third doctor's opinion.

The parties will establish a panel of mutually agreed upon third party neutral physicians, comprised of both specialists and general practice doctors. The parties agree to make every good faith attempt to agree upon panel physicians who formally agree to promptly conduct the third doctor evaluation. For the purposes of this Section, the parties contemplate that "promptly" shall mean within thirty (30) days.

If the third doctor agrees with the employee's doctor, the employee's status will remain the same. If, however, the third doctor agrees with the Village's doctor, the employee will immediately be placed on light duty assignment (if available) and all light duty shifts missed during the period between the employee's request for a third doctor's opinion and the rendering of that opinion will be charged any available non-sick benefit time. Should the employee not complete the third doctor examination after making the request and/or terminate the process without an opinion being rendered, all light duty shifts missed over that period will be charged any available non-sick benefit time.

Nothing in this Section shall affect the statutory rights of employees pursuant to the Pension laws or the statutory rights of the Pension Board in dealing with an employee on a disability pension.

For the first 6 months immediately following the date the employee is qualified with a physician's approval to perform light duty work, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (including a one hour paid lunch period) between 8:00 a.m. and 5:00 p.m., on those week days (Monday-Friday) an employee would otherwise work his regular 24 hour duty day except for Saturdays, Sundays and holidays (unless the Village's physician specifies a shorter period). The Fire Chief will reschedule an employee's light duty assignments that would have occurred on Saturday to the preceding Friday, Sunday to the following Monday and holidays to a week day (Monday through Friday) that are not holidays (as defined in Article XXI, Section 21.5). When an employee is performing light duty assignments under this Section, the employee shall continue to receive his regular compensation and benefits. While on this light duty schedule, the employee will be permitted to use sick leave for doctor visits/physical therapy sessions up to four (4) hours per light duty day provided that doctor or physical therapy appointments cannot be scheduled during an off duty time. Any benefit time used for these appointments shall be charged at a 3:1 ratio (An employee using 3 hours of leave will be charged 9 hours).

In event that an employee's light duty assignment should extend beyond 6 months from the date the employee is qualified with a physician's approval to perform light duty work, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (including a one hour paid lunch period) between 8:00 a.m. and 5:00 p.m., on all week days (Monday-Friday) except holidays (unless the Village's physician specifies a shorter period). When an employee is performing light duty assignments under this Section, the employee shall continue to receive his regular compensation and benefits. Any benefit time used shall be hour for hour (e.g., off four (4) hours on vacation will be charged four (4) hours vacation leave). While on this light duty schedule, the employee will be permitted to use sick leave for doctor visits/physical therapy sessions up to four (4) hours per light duty day, but no more than twelve (12) hours maximum per week.

In case the Village terminates a light duty assignment of an employee, or the employee can no longer continue in a light duty assignment for medical reasons, then an employee who would otherwise be eligible for workers' compensation under Article XVIII, shall revert to workers' compensation status and be paid for the remainder of any twelve month period set forth in Article XVIII, it being understood that a light duty assignment tolls the running of the one year period for an eligible employee under Article XVIII.

XVIII.3. Light Duty for a Non Job Related Injury or Illness. Light duty work assignments shall be as specified in Appendix B of this Agreement.

Any disagreement between the Village's doctor and an employee's doctor as to an employee's medical ability to perform light duty assignments shall be resolved by the employee requesting an opinion from a doctor practicing within the Advocate Medical Group Network of the Chicagoland area. The employee opting for the third opinion shall select and provide the name of the hospital within the Advocate Medical group to the Village and the Village will select an eligible doctor who practices within that chosen hospital as the third doctor and schedule the appointment for the employee. The cost of a third doctor's opinion will be shared equally between the affected employee and the Village. The Village will schedule an appointment with said physician as soon as possible upon the employee's request. The employee will follow the Village's doctor's opinion until such time as the request for the third doctor's opinion is made. Once the request has been made for the third doctor's opinion, the employee will follow their doctor's opinion until such time as the third doctor's opinion has been rendered. Once that opinion has been made, both parties will abide by the third doctor's opinion.

The parties will establish a panel of mutually agreed upon third party neutral physicians, comprised of both specialists and general practice doctors. The parties agree to make every good faith attempt to agree upon panel physicians who formally agree to promptly conduct the third doctor evaluation. For the purposes of this Section, the parties contemplate that "promptly" shall mean within thirty (30) days.

If the third doctor agrees with the employee's doctor, the employee's status will remain the same. If, however, the third doctor agrees with the Village's doctor, the employee will immediately be placed on light duty assignment (if available) and all light duty shifts missed

during the period between the employee's request for a third doctor's opinion and the rendering of that opinion will be charged any available non-sick benefit time. Should the employee not complete the third doctor examination after making the request and/or terminate the process without an opinion being rendered, all light duty shifts missed over that period will be charged any available non-sick benefit time.

Nothing in this Section shall affect the statutory rights of employees pursuant to the Pension laws or the statutory rights of the Pension Board in dealing with an employee on a disability pension.

The hours of work for an employee with a light duty assignment for a non job related injury or illness shall be eight (8) consecutive hours (including a one hour paid lunch period) between 8:00 a.m. and 5:00 p.m., on all week days (Monday-Friday) except holidays (unless the Village's physician specifies a shorter period). When an employee is performing light duty assignments under this Section, the employee shall continue to receive his regular compensation and benefits. Any benefit time used shall be hour for hour (e.g., off four (4) hours on vacation will be charged four (4) hours vacation leave).

In case the Village terminates a light duty assignment of an employee, or the employee can no longer continue in a light duty assignment for medical reasons, then an employee who would otherwise be eligible for sick leave benefits shall revert to the use of available sick leave accruals. For purposes of the Section 18.3, bargaining unit members may utilize sick time in lieu of light duty assignments, consistent with Section 19.2 (a) of this Agreement.

XIX.

SICK LEAVE

XIX.1. Earnings. Sick leave benefits for employees shall be six (6) duty days per calendar year. Said sick leave shall accumulate from year to year of continuous employment with the Village. Employees who have exhausted all sick leave benefits shall use any accrued vacation time and/or any accrued compensation days during the remaining period of the absence. Under special circumstances, advance sick leave may be granted, subject to advance approval by the Village Manager.

XIX.2. Usage. Sick leave may be used in the following circumstances:

A. For illness, non-duty related disability, pregnancy delivery, off duty injury of an employee, quarantine of an employee, or for serious illness, disability or injury in the immediate family requiring the employee to remain at home and only when no one else is available;

B. In the case of a duty-related disability, an employee may use sick leave only to the extent described below:

(1) While working a 24 hour light duty assignment pursuant to Section 18.2, up to four (4) hours of sick leave per day provided that the doctor or physical therapy appointment cannot be scheduled during an off duty time.

(2) While working a 40 hour/week light duty assignment pursuant to Section 18.2, up to four (4) hours of sick leave per day, but no more than twelve (12) hours maximum per week, for doctor/therapy appointments.

XIX.3. Reporting an Absence. If an employee fails to call in sick before the beginning of his shift, he shall not be paid for such shift unless such failure is justified by good cause acceptable to the Fire Chief. Employees are encouraged to call the shift commander on the dedicated sick time call in phone and if possible, are encouraged to do so at least two (2) hours before his or her shift commences. An employee who is absent three (3) consecutive duty days (partial or full) will provide a completed Duty Status Report no later than the start of the next scheduled duty day. If the employee is not released back to work on the initial Duty Status Report, the employee will provide an updated Duty Status Report upon return to work indicating that the employee is released to return to full duty.

The Village further shall have the right to take corrective steps to deal with abuse of sick leave. Such corrective steps may require medical consultations, doctor's slips or informal or formal disciplinary action, including dismissal.

XIX.4. Incentives. During the term of this Agreement, employees will be eligible to participate on the same basis as other Village employees in any sick leave incentive program that may be in effect for Village employees generally, and as the same may be changed from time to time by the Village.

XIX.5. Unpaid Leave. If an employee 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, compensatory days, and vacation days, that employee may, upon request, be granted a temporary unpaid leave of absence subject to the approval of the Village Manager. If approved by the Village Manager, such leave of absence shall begin following the use of all accrued benefits as described above. If the employee 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, seniority or other benefits will accrue to the employee during the temporary leave of absence.

XIX.6. Medical Examinations. If there is any question concerning an employee's fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee 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 an employee provide at his own expense a statement from his own doctor upon returning from sick leave or disability leave. If the Village determines that an employee is not fit for duty after receiving the results of any of the above examinations/tests, the Village may direct appropriate remedial action and/or place the employee on sick leave (or unpaid leave if the employee does not have any unused sick leave days).

XIX.7. Family and Medical Leave Act. The Village shall apply the Village of Hoffman Estates Family and Medical Leave Act Policy in the form that was adopted by the Village Board on September 17, 2010 (the "FMLA Policy"). It is agreed that FMLA leave shall run concurrently with other paid leave that is granted by this Agreement as provided in the FMLA Policy. Subject to the terms of this agreement, it is agreed;

A. The Employee may substitute an Exchange of Duty Day Shift (EOD) in lieu of eligible paid leave granted by this agreement and FMLA leave shall run concurrently with EOD and paid leave. Employee is expected to notify Fire Administration when utilizing an EOD in lieu of paid leave when on FML.

B. The Village may move previously scheduled vacation days to an FMLA Leave and run them concurrent with FMLA Leave as set forth in the "Schedule for Use of Paid Leave during FMLA Leave" contained in section X.A.1.

of the FMLA Policy. However, the employee shall have the option to preserve up to two previously scheduled vacation days that cannot be moved by the Village to cover FMLA Leave without the employee's consent, by so advising the Fire Chief.

C. Notwithstanding the "Schedule for Use of Paid Leave during FMLA Leave" contained in section XA1 of the FMLA Policy, if an employee who is on FMLA leave had previously scheduled a vacation day during the time that is now covered by FMLA Leave, vacation time shall be charged on that day. However, if the FMLA Leave also qualifies for use of Sick Leave pursuant to this Agreement, the employee may substitute an available Sick Leave day for the vacation day that was previously scheduled during the FMLA Leave with the following limitations:

1. All FLSA cycles must be broken.

2. An employee may only substitute a Sick Leave day for a vacation day if the vacation day can be moved to an open slot during the same calendar year. The employee may not carry over a vacation day if there are no open slots during the calendar year unless the FMLA leave is the result of an on-the-job injury.

XX.

LABOR MANAGEMENT MEETINGS; GRIEVANCE - ARBITRATION

Labor Management Meetings. At the request of either party, the President of the Union or his bargaining unit designee and the Fire Chief and/or the Village Manager or their designee shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations or pending grievances. The President of the Union or his bargaining unit designee may invite other union bargaining unit members (not to exceed three) to attend such meetings. The Fire Chief and/or the Village Manager may invite other Village representatives (not to exceed three) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least four (4) calendar days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The Labor Management Committee is intended to improve communications and shall be advisory only. Labor Management Meetings shall be held at a time and place mutually agreed by the Village and the Union.

Grievance - Arbitration

XX.1. Grievance Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee and/or the Union covered by the terms of this Agreement alleging a violation, misinterpretation, or misapplication of the terms of this Agreement.

XX.2. Procedure. A grievance filed against the Village shall be processed in the following manner:

Step 1: A grievance must be submitted in writing to the grievant's non-bargaining unit Shift Commander specifically indicating that the matter is a grievance under this Agreement. The grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement which are alleged to have been violated, misinterpreted or misapplied, the relief requested and be signed by the employee interested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the event first giving rise to the grievance or within twenty-one (21) calendar days after the employee or the Union should have become aware of the occurrence of the event first giving rise to the grievance. The employee's non-bargaining unit Shift Commander shall respond to the employee within ten (10) calendar days.

Step 2: If the grievance is not settled at Step 1, the grievant shall, within seven (7) calendar days from the response of the non-bargaining unit shift commander, appeal in writing to the Deputy Chief of the Department. Said appeal shall be in writing. The Deputy Chief of the Department shall discuss the grievance within seven (7) calendar days of his receipt of the

grievance with the grievant who may have a Union Representative present. The Deputy Chief shall respond to said written grievance in writing to the employee with a copy of said response to the local Union President within seven (7) calendar days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal to Step 3, it shall be presented by the grievant to the Fire Chief or his designee in writing within seven (7) calendar days after the response of the Deputy Chief of the Department. The Fire Chief or his designee shall offer to discuss the grievance with the grievant, who may have a Union Representative present, within ten (10) calendar days of receipt of the grievance. The Fire Chief or his designee shall respond in writing within six (6) calendar days after the meeting.

Step 4: If the grievance is not settled at Step 3 and the grievant wishes to appeal to Step 4, it shall be presented by the grievant to the Village Manager in writing within seven (7) calendar days after the response of the Fire Chief. The Village Manager or his designee shall offer to hold a meeting within ten (10) calendar days of receipt of the grievance -with the grievant, who may have a Union Representative present. The Village Manager or his designee shall respond in writing within six (6) calendar days of the meeting, or the end of the ten (10) day period, whichever is later.

Step 5: Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by written notice to the Village within ten (10) calendar days after the reply of the Village Manager or his designee at Step 4:

A. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, either party or both parties may request the Federal Mediation and Conciliation Service or American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Either party may request that the panel be composed entirely of members of the National Academy of Arbitrators. Both the Village and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name and the other party shall then strike one name. The process shall be repeated and the person remaining shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives. The hearing shall begin within thirty (30) days of the date the arbitrator is notified of his/her selection.

C. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

D. The arbitrator shall submit his/her 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 if both parties mutually agree in writing.

F. The fees and expenses of the arbitrator and the cost of a written transcript, if required by the arbitrator, shall be divided equally between the Village and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

XX.3. 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 only consider and make a decision with respect to the issue or issues presented, the specific issue or issues of contract violation, interpretation or application submitted to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be empowered to determine the issues raised by the grievance and shall have no authority to make a decision on any issue not so raised or submitted. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law, except as those powers, duties and responsibilities may be specifically limited by the terms of this Agreement. Any decision or award of the arbitrator rendered within the limitations of this section shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

XX.4. Time Limits. If a grievance is not presented within the time limits set forth under Step 1, Section 20.2 of this Article, 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 mutually agreed to extension thereof, it shall be considered settled on the basis of the Village's last answer, except that any such settlement occurring after the effective date of this Agreement shall be deemed to be on a non-precedential basis. If the Village does

not answer a grievance or an appeal thereof within the specified time limit or any mutually agreed extension thereof, the grievant may elect to treat the grievance as denied at that 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.

XX.5. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive method for determination, adjustment or settlement of any differences of opinion or disputes raised by an employee or the Union involving any alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

XX.6. Union Grievances. A Union grievance, if in the nature of a class-action grievance in which the same circumstances give rise to the same grievance affecting two or more employees, may be presented initially at Step 2 of the grievance procedure. Under such circumstances, however, the grievance must be submitted at Step 2 within the same time limits and in the same form as required under Step 1, Section 20.2 of this Article or it shall be considered waived.

XX.7. Miscellaneous.

A. No member of the bargaining unit who is serving in acting capacity shall have any authority to respond to a grievance being processed in accordance with the 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 to be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

B. No grievance may be settled unless the Union is afforded an opportunity to be present at any settlement conference, and provided that any settlement made shall not be inconsistent with the terms of this Agreement between the Village and the Union. It is acknowledged that the Union has the right to exercise its discretion to refuse to process an unmeritorious grievance.

XX.8. Matters within Jurisdiction of Fire and Police Commission are Excluded. Any dispute or difference of opinion concerning any matter or issue which is subject to the jurisdiction of the Village Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

XXI.

SALARY SCHEDULE AND FRINGE BENEFITS

21.1 Salary Schedule. The following step increases and wage adjustments shall be made to the rates in effect for probationary firefighters, firefighter/paramedics, fire lieutenant/paramedics, and fire captain/paramedics covered under this contract on the effective dates set forth below:

Position/Service	3.50% 1/1/2024	3.50% 1/1/2025	3.25% 1/1/2026
A. Fire Captain/Paramedic			
0-1 year	$138,002.35	$142,832.44	$147,474.49
B. Fire Lieutenant/Paramedic			
0-1 year	$124,235.40	$128,583.64	$132,762.61
1-2 years	$127,757.79	$132,229.32	$136,526.77
Over 2 yrs	$131,424.95	$136,024.82	$140,445.63
C. Firefighter/Paramedic			
0 - 1 year	$76,285.22	$78,955.20	$81,521.24
1 - 2 years	$80,973.60	$83,807.68	$86,531.43
2 - 3 years	$85,766.24	$88,768.06	$91,653.03
3 - 4 years	$90,764.08	$93,940.82	$96,993.90
4 - 5 years	$96,073.59	$99,436.16	$102,667.84
5 - 6 years	$101,797.92	$105,360.85	$108,785.07
6 - 7 years	$108,032.46	$111,813.60	$115,447.54
Over 7 years	$116,179.18	$120,245.45	$124,153.43

The salaries for non-paramedic firefighters shall be 5% less than the salary steps for firefighter/paramedic.

D. Non-paramedic Firefighter

0 - 1 year	$72,470.96	$75,007.44	$77,445.18
1 - 2 years	$76,924.92	$79,617.29	$82,204.86
2 - 3 years	$81,477.93	$84,329.66	$87,070.37
3 - 4 years	$86,225.88	$89,243.78	$92,144.21
4 - 5 years	$91,269.91	$94,464.36	$97,534.45
5 - 6 years	$96,708.02	$100,092.80	$103,345.82
6 - 7 years	$102,630.84	$106,222.92	$109,675.16
Over 7 years	$110,370.22	$114,233.18	$117,945.75

F. Rate of Pay Calculation. The regular rate of pay for straight and overtime work shall be calculated by dividing the annual base pay by 2652 hours. For the purposes of sub-section F, the annual base pay shall be defined as the employee's annual salary, as found on the applicable Salary Schedules A through E, in addition to Fire Officer Certification pay, Driver/Engineer pay and Career Service Incentive, as applicable. The overtime rate shall be one-and-one-half the employee's regular rate of pay.

G. Driver/Engineer. Any employee who selects and is therefore assigned, on an annual basis, a driver/engineer position, except for an ambulance, shall be paid, in addition to their regular rate of pay, $900 which shall be divided by 26 pay periods.

H. Paramedic Preceptor. A program shall be established to provide a mentoring relationship between a paramedic student and a licensed and practicing firefighter/ paramedic. The goal of the program is to provide the paramedic student with the necessary guidance to develop the knowledge and skills to meet the standards of the Fire Department and Northwest Community Hospital E.M.S. Systems as a Paramedic.

For each paramedic student the Department shall assign a primary and secondary paramedic Preceptor. These Preceptors, and any necessary replacements, must maintain the mentoring relationship from the time being assigned a student through the student's successful completion of all State of Illinois Paramedic licensing requirements. For each student, the Primary Preceptors shall receive a lump sum of $1,000 and the Secondary Preceptor shall receive a lump sum of $500 when the paramedic student completes the internship. If more than one (1) employee functions as a Primary or Secondary Preceptor, those employees shall share the lump sum payment on a pro-rata basis. Under no circumstances shall

more than $1,500 be paid for Preceptor assignments for any one paramedic student.

For each candidate who already has a paramedic license, the Department shall assign a primary and secondary paramedic Preceptor. These Preceptors, and any necessary replacements, must maintain the mentoring relationship from the time being assigned a candidate through their successful completion of the paramedic standards of the Hoffman Estates Fire Department. For each candidate firefighter/ paramedic, the Primary Preceptors shall receive a lump sum of $500 and the Secondary Preceptor shall receive a lump sum of $250 when the candidate paramedic completes the program. If more than one (1) employee functions as a Primary or Secondary Preceptor, those employees shall share the lump sum payment on a pro-rata basis. Under no circumstances shall more than $750 be paid for Preceptor assignments for any one candidate.

I. Fire Officer Certification Pay. A Fire Lieutenant who has obtained a Fire Officer I certification shall be paid $600 in addition to their regular rate of pay. A Fire Captain who has obtained a Fire Officer II certification shall be paid $800 in addition to their regular rate of pay. These amounts shall be mutually exclusive and will be divided by twenty-six (26) pay periods.

J. Career Service Incentive. Each employee in the bargaining unit who has completed ten (10) years of continuous full-time, sworn service with the Village Fire Department shall effective the first full payroll period after the anniversary date of such service have his annual base salary increased pursuant to the chart below as a career service incentive. This career service incentive shall be considered part of the employee's base wage for purposes of determining the employee's hourly rate of pay.

Service Years	
10	$850
15 years	$1,100
20 years	$1,350
25 years	$1,600

XXI.2. Firefighter and Paramedic Training Pay. If the training is required by the department, a firefighter or paramedic will be paid for class hours and other training at his or her appropriate straight-time hourly rate plus expenses. The Village shall also on the same basis pay for training necessary for any recertification. However, in case of failure at any attempt at recertification, the Village shall not pay for any training or expenses necessary towards the second attempt.

XXI.3. Clothing Allowance. Upon hiring, the Department will issue each employee the following Fire Department Occupational Health and Safety Committee recommended and Department-approved clothing and equipment that meets or exceeds NFPA standards, if available:

A. Station Wear:

4 - Polo-style work shirts (either long or short sleeve) 3 - Uniform work pants

1 – Class B button down long sleeve shirt

1 - Silver satin name tag

1 - Black garrison type belt with silver buckle

1 - Black clip-on tie

1 – Hi-visibility duty jacket blue jacket with embroidered name and rank

1 - Blue jacket with embroidered name and rank

1 - Dress hat with silver band

1 - Badge

B. Exercise Wear:

2 - T-shirts

1 - Pair of shorts

1 - Pair of sweat pants

1 - Sweatshirt

C. Turnout Equipment:

1 - Helmet

1 - Turnout coat and bunker pants

1 - Pair of bunker boots

2 - Hoods

2 - Pairs of approved firefighting gloves

1 – Pair of extrication gloves

1 - Truckman's belt

1 Air mask (sized) with pouch

D. Uniform Inspections - Winter/Summer. Officers and firefighters will stand a winter and summer clothing inspection. At that time, each employee will produce the above listed items. If, during the inspection, any item is found not in an acceptable condition, it will be replaced by the Department, using the replacement procedure.

E. Replacement Items. When an item is to be replaced, the member will submit through his Shift Commander to the Deputy Chief for approval, a Request for Replacement form. The Department shall replace uniforms, clothing and equipment as they become damaged or worn out. Worn items are to be turned in to Fire Administration Office as replacement-clothing items become available. The Department shall replace items destroyed in the performance of duty, and it shall also replace items lost or stolen when such loss or theft is not caused by employee negligence, as determined by review of the incident by the Fire Chief.

In addition, the Department will replace a Class A uniform, once in a Firefighter's career, if a change in physical makeup has occurred and the uniform no longer fits and cannot be altered. This can be accomplished through purchase of a new uniform or by reassigning uniforms among personnel.

F. Class "A" Uniform. A custom Class "A" uniform consisting of a tailored 100% wool serge blouse and pants will be made for each member of the Department who successfully completes his probationary period. A white long sleeve dress shirt will also be issued as part of the dress uniform.

Only those items listed above (A, B and C) will be included in the Quartermaster System. Employees will be issued an annual uniform allowance of $350.00. This

allowance shall be used for the maintenance of items issued and to purchase items not issued. Candidates with a hire date after February 1 will receive the annual uniform allowance in their first full pay period.

XXI.4. Health Insurance. The Village and employees covered under this contract shall pay the monthly premium cost for a PPO medical insurance plan or HMO option subject to the following schedule:

	2024
Employee Share	Single: 15% of Single Premium
	Family: 15% of Family Premium
Village Share	Remainder

Effective January 1, 2025:

	2025- PPO and HMO	2026 – PPO and HMO
Employee Share	Single: 10% of Single Premium	Single: 10% of Single Premium
	Single + 1 : 10% of single + 1 premium Family: 10% of Family Premium	Single + 1 : 10% of single + 1 premium Family: 10% of Family Premium
Village Share	Remainder	Remainder

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

The parties agree to the insurance plan design attached as Appendix A for benefit years through 2026.

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-admissions and continuing admission review, prohibition on weekend admissions

except in emergency situations and mandatory out-patient elective surgery for designated surgical procedures.

It is agreed that the extent of the Village of Hoffman Estates' obligation under Section 21.4 (Health Insurance) and Section 21.10 (Group Term Life Insurance) of this Article is limited solely to the payment of the cost of the insurance premium program provided there under, 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 for in said sections of this Article 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 there under.

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 the Union.

ACA Reopener Language

Notwithstanding other provisions of this Section 21.4, in the event the Village's health insurance provisions fail to meet the requirements of the Affordable Care Act and its regulations, or cause the plan to likely be subject to penalty, tax or fine, the Union and the Village will meet upon the request of the other, at least 240 days prior to the enrollment period immediately preceding the year in which the "Cadillac Tax" shall be made effective. The intent of the bargaining will be specific to the provisions of the Cadillac Tax in an attempt to avoid any penalties, taxes or fines imposed on the plan or a party.

If the parties cannot come to a mutual agreement on the costs and benefits for the following year's plan to avoid penalty of the Cadillac Tax and the plan has the potential to become subject to the penalty of the ACA excise tax, the employee will pay the ACA excise tax per the health plan in which they are enrolled.

Both Parties further agree that if the "Cadillac Tax" is abolished, this Section will immediately sunset.

HSA: During negotiations for this 2012-2017 Agreement, the parties agreed that the Village would implement an HSA Program so long as the cost to the Village did not exceed the current Village expense of the PPO 1 Plan. The parties have agreed to the terms of the HSA Plan as negotiated by representatives of the Village and the Union, attached as part of Appendix A.

XXI.5. Holiday Pay. Employees who work a regularly scheduled holiday (New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) shall receive a rate of 1.5 times their regular straight-time hourly rate for all hours worked. Employees hired back on the designated holiday shall receive a rate of two (2) times their regular straight-time hourly rate for any or all hours worked.

For the purpose of this Holiday Pay, the holiday hours shall begin at 0800 on the day the holiday occurs and end at 0800 the following day.

Holiday Pay shall only be paid to those who actually work on the holiday; provided, when there is an EOD trade, the employee regularly scheduled to work the holiday shall receive the premium pay. (Example: FF(A) is scheduled to work the holiday, FF(A) has an EOD with FF(B); FF(A) receives Holiday Pay for all hours worked, FF(B) receives no Holiday Pay).

XXI.6. Special Service Rate. If an outside agency or organization contracts with the Village on a reimbursement basis to provide services or training during the employee's off-duty hours, said employee assigned to this non-emergency related work shall be paid one and one half (1 1/2) times his hourly rate of pay computed on the basis of a forty (40) hour workweek.

If the Village and/or its departments request services or training during the employee's off-duty hours, said employee shall be paid his straight time rate or time and one half (1 1/2) if said services or training results in the employee having to work greater than 197 hours in the 26-day tour of duty cycle within which the services or training occur. For purposes of this paragraph, overtime shall be computed at one and one half (1 1/2) times his regular straight time rate. For purposes of this Section 6 only, all scheduled workdays, vacation days, and comp days shall be included towards the 197 hours.

XXI.7. Encouragement of Further Education. During the term of this Agreement, employees will be eligible to participate on the same basis as other Village employees in the Tuition Reimbursement program that may be in effect for Village employees generally subject to availability of funds.

On a voluntary basis, employees may be provided on-duty training to achieve:

A. MABAS diver certification

B. MABAS TRS certification

C. MABAS Hazardous Materials Technician level training

XXI.8. Hepatitis B Virus Inoculations. The Village shall provide, at Village expense, a Hepatitis B Virus (HBV) Inoculation Series to any employee wishing to be inoculated. The Village shall offer such inoculation to every new employee. Additionally, the Village shall provide a verification test of successful inoculation to any employee that received the inoculation series, and any additional inoculations necessary. The Village may provide, at its expense, such further prophylactic inoculations as it determines necessary or appropriate.

XXI.9. Communicable Disease. Upon learning that an employee has or may have come in contact with a person who has a communicable disease, the Village will make every reasonable effort to immediately notify the affected employee, in compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. Similarly, if an employee is notified by someone outside of the Village that he has come in contact with a person with a communicable disease, he will make every reasonable effort to immediately notify the Village as soon as possible, in compliance with the Ryan White HIV/AIDS Treatment Extension Act of 2009.

XXI.10. Group Term Life Insurance. During the term of this Agreement, the Village of Hoffman Estates shall provide (by way of paying premiums) each full-time employee covered by this Agreement with a paid Fifty Thousand Dollar ($50,000) group term life insurance policy. The Village of Hoffman Estates reserves the right to provide this group term life insurance through a self-insured plan or under a group insurance policy, or policies, issued by an insurance company, or insurance companies, selected by the Village.

XXI.11. Pay Upon Termination. Upon separation from employment, employees shall receive pay at their regular hourly rate of pay in effect at the time of separation for all accrued but unused vacation, and compensation days, including those days earned in the year of separation on a pro-rata basis. In the event of death, payment shall be made to the employee's designated beneficiary. Except as provided in this Section, there shall be no salary payment in lieu of vacation.

In the event that any employee is permitted to take paid vacation before it is actually earned, and said vacation benefits would not have been accrued as of the date of the employee's termination of employment, then the Village may deduct the amount paid for such advance vacation time from the employee's final paycheck.

XXI.12. Sick Leave Usage Incentive. In order to reduce the amount of sick time usage, a sick leave usage incentive program of the following terms and conditions shall be in effect:

Part One: In order to be eligible to receive this benefit, employees must have at least twenty (20) years of continuous service with the Village and a minimum of 1,080 hours of unused accrued sick leave as of the date of resignation from the Village.

Part Two:

Upon resignation, an employee will earn the appropriate amount of Sick Leave Incentive pursuant to the Sick Leave Incentive Payout Schedule below:

Sick Leave Incentive Payout Schedule

Years of Service	Percentage	Max Earned	Max Benefit
20-25	45%	2,400	594
25 and over	50%	3,000	960

Therefore, members with 20 or more years but less than 25 shall be paid on 45% of all sick hours above 1080 up to a limit of 2400 (Max payout 594 hours). Example: A member retires with 23 years on and 2300 sick hours that member will receive a payout of 549 hours X his hourly wage ((2300 - 1080) x .45). Therefore, members with 25 years or more shall be paid on 50% of all sick hours above 1080 up to a limit of 3000 hours (Max payout 960 hours) Example: A member retires with 26 years on and 2800 sick hours. That member will receive a payout of 860 hours X his hourly wage ((2800 - 1080) X .5)

Part Three: The Village will pay a sick leave incentive to an employee at a straight time hourly rate of pay according to the schedule in Part Two above. This sick leave usage incentive benefit shall be paid out in conjunction with an employee's last day of employment with the Village subject to the conditions specified in Part One and shall not be construed as "salary" under the Firefighters Pension Fund. The employee may elect to receive the payment as one lump sum or through the regular bi-weekly payroll until the full amount of the benefit has been received. The employee may elect to roll the payment into an eligible VEBA/115 Trust account subject to the IRS regulations. Alternatively, the employee may use the funds to pay the premium cost for any health insurance he is eligible to purchase through the Village.

Part Four: No employee shall substitute scheduled or unscheduled vacation for necessary sick time.

XXI.13. Health Insurance Opt-Out Program Benefit. The Village agrees to increase the existing 20% Health Insurance Opt-Out Program benefit to

33% for Fire Union employees as long as a minimum of at least eight (8) Fire Union employees are participating in the Health Insurance Opt-Out Program. If at any time the total number of Fire Union employees who are participating in the Health Insurance Opt-Out Program falls below the eight (8) Fire Union employee threshold, the 33% benefit shall default back to 20%.

XXI.14. VEBA Plan. The Village shall offer a VEBA Plan to commence during the 2022 calendar year consisting of non-Village funded, employee contributions which may include: Time Due, Personal Leave, Health Insurance Opt-out program benefits per Section 21.13, and Pay upon termination compensation per section 21.11, subject to IRS regulations. Any other federally qualified contribution not defined will have to be agreed upon by both the Union and the Village in order to be included.

XXI.15. Health Reimbursement Arrangement (HRA). An HRA will be provided in accordance with the initial premium savings from the 2025 PPO Fire plans to the 2025 Blue Choice Options plan for the bargaining unit members.

XXII.

BILL OF RIGHTS

WHEREAS, the security of the Village of Hoffman Estates, its citizens, plus the integrity and reputation of the Hoffman Estates Fire Department, depends to a great extent on the manner in which employees of this Department perform their varied and difficult duties. The performance of such duties involves those members in all manners of contacts and relationships with the public; and

WHEREAS, out of such duties, contacts and relationships may arise questions concerning the actions of members of the Department;

NOW, THEREFORE, to insure that any investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of this Department, the following rules are hereby established:

XXII.1. Interrogations. Whenever an employee is subjected to administrative interrogation for any reason, which could lead to disciplinary action, demotion or dismissal, the interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the member is on duty, and the employee shall be compensated at the appropriate straight-time or overtime rate.

B. The interrogation shall take place in the Shift Commander's Office.

C. The employee under interrogation shall be informed of the name, rank and command of the officer in charge of the interrogation, the interrogating officers and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through no more than one interrogator during any one (1) interrogation period.

D. The employee under investigation shall be informed of the nature of the complaint or investigation in writing prior to any interrogation.

E. The interrogation session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated, but in no event shall any session last longer than two (2) hours. The person being interrogated shall be allowed to attend to his own personal physical necessities.

F. No employee under interrogation shall be threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interrogating officer from informing the employee that his conduct can be the subject of disciplinary action should he refuse to obey a lawful order from the

ranking officer but that such employee shall be advised that any statements or derivative evidence there from shall not be used in any criminal proceeding against him. No promise of reward shall be made as an inducement to answering any questions.

G. If any employee is under interrogation, he shall be informed of his legal rights prior to the commencement of the interrogation and either party may tape record such interrogation.

H. At the request of an employee and prior to any interrogation, the employee shall have the right to be represented by counsel of his choice, who may be present at all times during the interrogation. The attorney shall not participate in the interrogation, except to counsel the employee. The employee may request a postponement of the initial interrogation to contact any attorney of his own choosing. The interrogation may not be postponed more than 24 hours, with allowances being made for weekends and holidays. This section does not apply to any interrogation of an employee in the normal course of duty, counseling, instruction, informal admonishment or other routine or unplanned contact with a supervisor or any other employee.

I. The Hoffman Estates Fire Department shall not adopt any regulation, which prohibits the right of an employee to bring suit arising out of his duties as a employee.

J. No employee shall have any comment adverse to his interest entered in his/her personnel file, or any other file used for personnel purposes by the Village of Hoffman Estates or the Fire Department, without the employee having first been afforded the opportunity to read and sign the instrument containing the adverse comment indicating such member is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign it. Each employee shall have the right to submit any such document to his Union Representative and obtain counseling regarding such matter before deciding to sign or refusing to sign but must sign or refuse to sign said document within three (3) of his scheduled working days. Should the employee refuse to sign, that fact shall be noted on that document and signed or initialed by such employee. The employee shall be permitted to file an objection or clarification to such adverse comment.

K. No employee shall be compelled to speak or testify before, or be questioned by any non-governmental agency.

XXII.2. Disclosure. No employee 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 disclosure is required by State or Federal law or by

Sections 15-1-1 through 15-1-6 of the Village of Hoffman Estates Municipal Code (attached as Appendix G) in effect January 1, 2003, so long as such ordinance is valid.

XXII.3. Disciplinary Action. If the investigation or interrogation of an employee results in the recommendation of some action, such as transfer, dismissal, loss of pay, or similar action which would be considered a punitive measure, then, before taking such action, the Department shall follow the procedures set forth in 65 ILCS 5/10-2.1 of the Illinois Compiled Statutes. Such employee 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 of the Illinois Compiled Statutes and in such case, the disciplinary hearing shall be held within thirty (30) days unless continued or waived by the employee. No such employee shall be suspended or terminated without cause, and not until a full and fair hearing has been accorded.

XXII.4. Pay Pending Filing of Formal Charges. If an employee covered by this Agreement is charged by indictment or complaint to have violated any provisions 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.

XXII.5. Grieving Disciplinary Action. The parties recognize that the Fire Chief and the Board of Fire and Police Commissioners of the Village of Hoffman Estates ("Board") have certain statutory authority over employees covered by this agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10.2-1 et seq. The terms of this article are nevertheless intended to supplement the authority of the Fire Chief and the Board by providing non-probationary employees with the right to choose between having a dispute as to certain disciplinary actions resolved through a hearing before an arbitrator selected according to the grievance/arbitration procedure of this agreement or by hearing conducted by the Board. In accordance with Section 15(b) and (c) of the IPLRA, 5 ILCS 315/15(b)(c), in the event any conflicts between this procedure and the Village ordinance or Board rules, the provisions of this Agreement shall take precedence.

Disciplinary actions may consist of the following actions:

1. Oral reprimand
2. Written reprimand

3. Suspension to a maximum of 5 days by the Fire Chief on his authority or up to 30 days by the Board on its authority or upon recommendation of the Fire Chief.

4. Discharge

A grievance may be filed contesting whether just cause exists for such action according to the following procedure:

1. At the time that the Fire Chief files charges with the Board, he shall notify the affected employee and the Union of such action.

2. The employee may then file a grievance contesting the just cause of the disciplinary action. Such grievance shall be filed within the time limits provided by Article XX, Section 2, but shall be initially filed at the arbitration step, Step 5. The option to proceed to arbitration or to the Board are mutually exclusive and no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board and no relief shall be available under the Board with respect to any matter which, at the employee's option (with the Union's approval) is appealed to the grievance and arbitration procedure.

3. If a grievance is filed, it may be referred to arbitration in accordance with the provisions of Section 5 of Article XX. The only disciplinary actions which may be referred to arbitration are suspensions in excess of twenty-four (24) hours and discharges. Oral and written reprimands and suspensions of twenty-four (24) hours or less are not subject to arbitration.

4. If a grievance (regarding a suspension in excess of 24 hours or a discharge) is referred to arbitration by the Union, the following conditions shall apply:

   a. The notice to refer the disciplinary grievance to arbitration shall be signed by the Union's designated representative and shall also contain a signed statement from the affected employee waiving any and all rights he/she may have to a hearing before the Board or to appeal the Board's actions on the charges to the courts pursuant to the Administrative Review Act.

   b. Upon receipt of such notice referring the grievance to arbitration, the Board shall issue an order implementing the Fire Chief's recommendation for discipline within ten (10) days of the filing of the Union's notice of referral to arbitration without further hearing. If the Board fails to act within such period, it shall be deemed to have issued a decision upholding the charges and recommended discipline as filed by the Fire Chief. In either event, the grievance as to whether such Board action is supported by just cause shall be heard before an impartial arbitrator as provided in Section 5 of the grievance procedure (Article XX) unless the grievance is settled upon terms acceptable to the Union, and the Village.

5. If no grievance is filed or the Union does not refer the grievance to arbitration, the charges shall proceed to a hearing and a determination shall be made by the Board.

XXIII.

DUES DEDUCTION AND FAIR SHARE

XXIII.1. Checkoff. Upon receipt of a signed authorization from an employee in the form set forth in Appendix D, the regular monthly dues (uniform in dollar amount) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Department of Finance (with a copy to the Fire Chief) by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted promptly to the Financial Officer of the Union.

XXIII.2. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

XXIV.

PROMOTIONS

Section 24.1. General. Promotions to the ranks of Captain and Lieutenant shall be conducted in accordance with the provisions of the Fire Department Promotion Act, as amended, 2008 – 50 ILCS 742 (hereinafter the "Act"). A copy of this Act is attached as "Appendix J" to this Agreement. Except where expressly modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of this Act, with the promotional process to be conducted and supervised by the Village of Hoffman Estates Board of Fire and Police Commissioners (hereinafter the "BOFPC").

A. Promotional Vacancies. This Article applies to promotions to vacancies in the ranks of Lieutenant and Captain. A vacancy in either such rank shall be deemed to occur on the date upon which the position is vacated, and on that same date a vacancy shall occur in all ranks inferior to that rank, provided that the position continues to be funded and authorized by the corporate authorities. If a vacated Lieutenant or Captain position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the corporate authorities), the promotion list shall be continued in effect until all Lieutenant and/or Captain positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of five (5) years beginning from the date on which the applicable position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

B. The testing will be based on the Departmental Standard Operating Guidelines in effect at the time the promotional testing is announced. Any changes to the Standard Operating Guidelines that occur after the date the testing is announced will not be tested. All questions and/or problems on the written and fire simulator portions of the test will reference the Standard Operating Guideline from which the question and/or problem was taken.

C. In accordance with the Act, a bargaining unit member who knowingly divulges or receives test questions or answers before a written examination, or otherwise knowingly violates or subverts any requirement of the Act commits a violation of the Act and may be subject to charges for official misconduct.

Section 24.2. Eligibility Requirements. The examination process for promotion to the rank of Lieutenant shall be competitive among employees in the rank of Firefighter who meet the eligibility requirements set forth in subsection A below and desire to submit themselves to such process. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in subsection B below and desire to submit themselves to such process.

D. Lieutenant. Members of the bargaining unit shall be eligible to participate in the process for promotion to Lieutenant if, on the date the promotional testing is announced, they (1) have served a minimum of five (5) years on the Hoffman Estates Fire Department, including probation, and (2) are certified as Firefighter III or Firefighter Advanced as described by the Illinois Office of the State Fire Marshal.

E. Captain. Employees in the rank of Lieutenant shall be eligible to participate in the process for promotion to Captain if, on the date the promotional testing is announced, they (1) have served at least two years in rank as a Lieutenant, and (2) have served minimum of ten (10) years on the Hoffman Estates Fire Department.

Section 24.3. Components of the Promotional Process and the Weighting of Components. The placement of eligible candidates on a Lieutenant or Captain promotion list shall be based on the points achieved by the candidate on each of the following components:

Component	**Percentage Weighting—Lieutenant**	**Percentage Weighting—Captain**
Written examination	25%	25%
Fire Simulator	25%	25%
Ascertained Merit	10%	10%
Peer Review	10%	10%
BFPC Oral Interview	5%	5%
Fire Chief's Points	15%	15%
Seniority	10%	10%

If a candidate wishes to withdraw from the promotional process before the completion of all the components of the promotional process, the candidate shall so advise the Fire Chief in writing.

Section 24.4. Promotion process Components. The components of the promotional process shall be as follows and shall be administered in the order set forth below:

Fire Chief's Points. The Fire Chief shall award points based on job-related merit criteria applied to all applicants. The criteria that may be used by the Fire Chief shall consist of the following: leadership skills; teamwork, including that evidenced by participation in departmental, divisional and committee work; supervisory evaluations; decision making,; interpersonal skills; and disciplinary history. Each Lieutenant or Captain applicant shall also submit a "Departmental Involvement" form in writing to the Fire Chief within 21 days after the announcement of the promotional testing. This form is also attached and included as "Appendix_K". Chief's points shall be calculated by averaging the scores of each sworn, non-bargaining unit, chief officer appointed to the ranks of Fire Chief, Deputy Fire Chief, and Battalion Chief. Chief's points awarded to all candidates shall be posted prior to the written examination according to a confidential candidate identification number.

Process: Each evaluator shall rank the candidates, their first choice being 1, and their last choice being X, which equals the total number of promotional candidates (26 in the examples in this paragraph and on the sample scoring sheet in Appendix K). The scoring will take place on one single scoring sheet encompassing all criteria set forth above. All scoring sheets will be averaged to obtain a composite score for each individual. The individual's score will then be subtracted from the number of promotional candidates and then divided by the number of promotional candidates. (e.g., If an individual's average score was 3.5, it would be subtracted from the total number of candidates (in this case 26) = 22.5, which is then divided by 26. In this case, their score would equal 0.86538 or 86.538%.) The top scorer will be adjusted to get the full 15 points that are available for this component and all the other candidates will have their score adjusted the same amount of a percentage increase. Every candidate must be scored completely or the score sheet will be deemed invalid and therefore will not be used in the scoring process. (e.g, If there are 26 candidates, then every number from 1 through 26 must be used and no number can be used more than one time.)

As only fifteen (15) points are allowed under this section, the candidate(s) with the highest point value will have their score adjusted upwards to achieve a full 15 points. All other candidates will have their scores adjusted upwards the same point percentage value. (e.g., If Candidate "A" scores 12 points in the fire chief's review process and is found to be the highest score, then his score will be increased by 3 points and all other candidates will have their scores increased by .2500 (or 25.00%) - the same percentage increase as the increase from 12 to 15 (15/12 = 1.2500; 12 x 1.2500 = 15.000). For someone who scored a 1, his increase would be 1 X 1.2500 = 1.250 total points. If you just added 1.25 points to that person's score (1+1.25=2.25), he would have increased by 125% instead of just the 25.00%

All final calculations shall be rounded off to the nearest thousandth.

Each candidate shall have the right to their score on this component at the time of such posting. In addition, the Village shall also provide to the Union Representative (who shall not be a candidate participating in the promotional process in question) the key which identifies the candidates and their scores. Whenever possible, the Union Representative will be the same person throughout the promotional process. It is understood that such information is provided to the Union to allow it to monitor and evaluate the administration of this test component, enforce the contract terms and otherwise perform its collective bargaining responsibilities. The Union and its representatives agree to maintain the confidentiality of the identification key and shall not disclose it for any purpose unless disclosure is necessary in order to process a grievance or is otherwise required by law. A grievance concerning the Fire Chief's points shall be subject to the contractual grievance and arbitration procedure as provided in Section 24.9, subsection D.

Peer Review Component. The peer review is an opportunity for the rank and file of the Fire Department who are not taking that particular test to have input into who they believe possesses the qualities of leadership, work ethic and knowledge of the job to do a good job in the promoted rank.

These rankings should not reflect "popularity" factors. On the contrary, the rankings should be based on the evaluator's professional judgment of the candidate's capabilities based on the criteria listed on the Peer Review Rating Sheet included as Appendix K.

A. Evaluator Qualifications: A candidate for promotion shall not be eligible to evaluate anyone else with whom they are competing for promotion on the same test. All other members of the bargaining unit shall be eligible to be evaluators with the exception of probationary employees. Each evaluator should know the Peer Review component should not be a popularity contest. It is extremely important that each evaluator use his professional judgment to rate each candidate on his/her ability to perform the job based on the rating criteria. Friendships or personality disputes should not be a factor.

B. Process: Each evaluator shall rank the candidates their first choice being 1, and their last choice being X, which equals the total number of promotional candidates. The scoring will take place on one single scoring sheet encompassing all criteria set forth. All scoring sheets will be averaged to obtain a composite score for each individual. The individual's score will then be subtracted from the number of promotional candidates and then divided by the number of promotional candidates. (i.e. If an individual's average score was 3.5, it would be subtracted from the total number of candidates (in this case 15) = 11.5, which is then divided by 15. In this case, their score would equal 0.7667 or 76.670%.) The top scorer will be adjusted to get the full 10 points that are available for this component and all the other candidates will have their score adjusted the same amount of a percentage increase. Every candidate must be scored completely or the score sheet will be deemed invalid and therefore not used in the scoring process. (i.e. If there are 15 candidates then every number from 1 through 15 must be used and no number can be used more than one time.) If the union monitor that is tallying the

score sheets feels that the scoring was done without the utmost integrity, then the scoring sheet will not be used in the scoring of this component.

As only ten (10) points are allowed under this section, the candidate(s) with the highest point value will have their score adjusted upwards to achieve a full 10 points. All other candidates will have their scores adjusted upwards the same point percentage value. (i.e. If Candidate "A" scores 9 points in the peer review process and is found to be the highest score, then his score will be increased by 1 point and all other candidates will have their scores increased by .1111 (or 11.11%) - the same percentage increase as the increase from 9 to 10 (10/ 9 = 1.1111; 9 x 1.1111 = 9.9999 – rounded to 10.000). For someone who scored a 1, his increase would be 1 X 1.1111 = 1.111 total points. If you just added 1 point to his score (1+1=2), he would have increased by 100% instead of just the 11.11%

All calculations shall be rounded off to the nearest thousandth.

Fire Simulator. Fire simulator problems will be given that will test each candidate's technical knowledge and command ability during simulated emergency incidents. The persons deciding whether or not applicants have correctly answered each problem that is part of the fire simulator component shall consist of two Hoffman Estates Fire Department Staff Officers (Battalion Chief, Assistant Chief or Deputy Chief) to be chosen by the union and one qualified impartial Staff Officer (Battalion Chief or higher) to be chosen by the Fire Chief with experience in Chicago Metro area fire departments reasonably comparable in size and activity to the Village of Hoffman Estates Fire Department.

A. The fire simulator component shall be validated by the Battalion Chiefs taking the exam prior to the exam being administered as part of the testing process, unless one or more of the Battalion Chiefs have had a part in producing the exam. Any errors or issues discovered during the validation test shall be corrected prior to the test being administered to the candidates. Only knowledge provided to the candidates shall be provided to the Battalion Chiefs prior to the validation test and no study materials shall be provided to the Battalion Chiefs that are not available to the candidates. A non-participating union member shall be present and monitor during the Battalion Chief validation test and scoring.

B. Following the Battalion Chief validation test, a non-participating union member will monitor all aspects of the fire simulator testing process and scoring. All scoring sections of the fire simulator test will be referenced to the Hoffman Estates Standard Operating Guidelines.

C. There shall be no written portion to the fire simulator component.

D. The fire simulator component shall be video recorded and if a candidate would like to review the results and recording of his fire simulator exercise, the candidate may do so upon written or e-mail request to the Fire Chief within 3 calendar days from the completion of the fire simulator score posting. Said review will be scheduled on a mutually agreed upon date and time with the test administrator/proctor, and the non-participating union member monitor shall attend such review meeting. If there is a disagreement after the review meeting, the candidate may appeal to the Fire Chief within two (2) calendar days from the meeting with the test administrator. As part of the appeal process, the Fire Chief and a Union representative will meet to review the score discrepancy of the initial meeting and will make a final determination as to the accuracy and point value given for that test question. If the Fire Chief and the Union Representative are unable to resolve the score discrepancy during the appeal meeting, the Fire Chief's decision on the candidate's score will stand. The candidate may pursue the right of review per Section 24.9 should he not accept the Fire Chief's decision.

E. All points available on the scoring of the fire simulator will cite the location of reference in the SOG's provided on the scoring sheet.

Ascertained Merit. A maximum of 10 points can be earned based on ascertained merit, which shall be determined on the basis of the following: Successful completion in any coursework related to Fire, EMS or Public Safety shall be awarded Ascertained Merit points in the following manner; Classes eight (8) hours or less - .25 points. Classes greater than eight (8) hours but not greater than sixteen (16) hours - .5 points. Classes greater than 16 hours - 1 point. Points for Veteran's preference, college degree programs and State of Illinois Fire Officer certifications are outlined below. Captain candidates may receive 5 points for successfully completing all of the Fire Officer III/Chief Fire Officer (CFO) course requirements holding a minimum provisional certification. Captain candidates may receive three (3) points for the successful completion of the classroom portion of Advanced Fire Officer (AdFO) and one (1) additional point for completion of the AdFO task book. Lieutenant candidates may receive three (3) points for the successful completion of the classroom portion of Company Fire Officer (CoFO) and one (1) additional point for completion of the CoFO task book. Zero (0) points will be awarded for certifications that are required for employment in the Hoffman Estates Fire Department.

Ascertained Merit for Lieutenant Promotions

Criteria	Point Value
Veteran Preference Points	As provided by Statute – maximum of 3.5 points
Bachelors Degree – Fire, EMS, or Public Administration Related	3
Bachelors Degree – Any field of study	2
Associates Degree – Fire, EMS, or Public Administration Related	2
Associates Degree – Any field of study	1
Minimum of 30 hours of college but no degree	.5

Ascertained Merit for Captain Promotions

Criteria	Point Value
Veteran Preference Points	As provided by Statute – maximum of 3.5 points
Masters Degree – Fire, EMS, or Public Administration Related	4
Masters Degree – Any field of study	3
Bachelors Degree – Fire, EMS, or Public Administration Related	3
Bachelors Degree – Any field of study	2
Associates Degree – Fire, EMS, or Public Administration Related	2
Associates Degree – Any field of study	1
Minimum of 30 hours of college but no degree	.5

Notes and Clarification

College Credit

College credit is not cumulative. Credit will only be given one time for the highest point value achieved. (Example: If a firefighter has a Bachelors Degree in Fire Department Administration he/she will only receive 3 points total.)

College credits will be awarded once per diploma, once per degree level, and only at the highest level. However, if an officer candidate attained a different type of degree that results in more points, the additional points can be awarded.

Examples (applies to Lieutenant and Captains promotions):

An officer candidate has an Associate's Degree in Accounting and uses the credit associated with this degree (1 point) for promotion to Lieutenant. The Lieutenant eventually obtains his Associates Degree in Fire Science. If the Lieutenant participates in the Captain's promotion he/she may request an additional 1 point for college credit (the difference between the non-Fire Science degree and the Fire Science degree.

An officer candidate has an Associate's Degree in Accounting and uses the credit associated with this degree (1 point) for promotion to Lieutenant. The Lieutenant eventually obtains his Bachelor's Degree in Fire Science. If the Lieutenant participates in the Captain's promotion he/she may request an additional 2 points for college credit (the difference between the non-Fire Science Associates Degree and the Fire Science Bachelors degree.

Application for Ascertained Merit Credit

It shall be the officer candidate's responsibility to submit a written request for Ascertained Merit Credit. This request shall include all appropriate documentation such as college diploma, college transcripts, OSFM certificate, University of Illinois Fire Service Institute certificate of completion, etc. Officer candidates are limited to submitting a request for Ascertained Merit credit for training and education that is authenticated as having been completed prior to the announcement of promotional testing.

An "Ascertained Merit Review Panel" shall be established and shall consist of the Fire Department Training Officer, one Battalion Chief, one union officer not involved in the promotional process, and one other union member not involved in the promotional process. A simple majority is required to award credit for each request.

The Ascertained Merit Review Panel shall award as many points as are satisfactorily documented, to a maximum of 10 points. Documentation shall be maintained indicating what specific diplomas, certifications, classes were used during the promotion process. A written response shall be given to the officer candidate.

BFPC Interviews. The Village's Board of Fire and Police Commissioners shall conduct an individual oral interview with each candidate. Questions asked during the oral interview shall be structured and applied uniformly for all candidates and shall be designed to enable the Board of Fire and Police Commissioners to assess the candidate's qualifications and abilities to discharge the duties of the rank in question. All candidates will be asked the same core questions during the oral interview along with the appropriate follow-up and or probing questions as determined by the Board of Fire and Police Commission to assess the candidate's qualifications.

The oral interview will be video recorded and structured as such to allow the candidate to answer all questions completely; however, the interview process will not exceed sixty (60) minutes per candidate. The Village shall provide continuous training for the Board of Fire and Police Commissioners to keep the Commissioners current on interview techniques and laws affecting the Board of Fire and Police Commissioners. Candidates will be able to review their video recorded oral interview with the Board of Fire and Police Commissioners upon request of the Fire Chief within three (3) days of the score posting. The candidate may pursue the right to review per Section 24.9.

Seniority. Seniority points shall be computed as of the date of the written examination. Points shall be awarded on the following basis: .5 of a point for each full year of service in a sworn position on the Hoffman Estates Fire Department up to a maximum of twenty (20) years.

Written Examination. The written examination shall be administered in accordance with the procedures set forth below:

2. Written examinations shall be graded at the examination site on the day of the examination immediately upon completion of the test. Every examinee shall have the right (i) to obtain his or her score on the examination on the day of the examination; (ii) to review the answers to the examination that the examiners consider correct; and (iii) to challenge the answer of a test question through a process determined by the Fire Chief with the union monitor present. The Village or the testing agency may hold a review session after the examination for the purpose of gathering feedback on the examination from the candidates.

3. Sample written examinations may be examined by the Village and members of the department, but no person in the department or the appointing authority (including the Chief and the Board of Fire and Police Commissioners, and other appointed or elected officials) may see or examine the specific questions on the actual written examination before the examination is administered. If a sample examination is used, actual test questions shall not be included.

4. The Village shall maintain reading and study materials for its current written examination and the reading list for the last two (2) written examinations or for a period of three (3) years, whichever is less, for the rank of Lieutenant and Captain and shall make these materials available and accessible at each duty station.

5. The questions used in the written examination shall be limited to information provided in the following documents 1. The Collective Bargaining Agreement between the Village and Local 2061 that is in effect at the time that the promotional testing process is announced. 2. Fire Department Standard Operating Guidelines (SOG) that are in effect at the time the promotional testing process is announced. 3. The Northwest Community Hospital Standard Operating Procedures and Policy Manual (5 policies agreed upon between the Village and the Union; if 5 policies cannot be agreed upon, each party will submit 5 policies and take turns striking policies until 5 policies remain). 4. A recognized textbook from the Office of the State Fire Marshall Officer Development classes.

6. The percentage of questions used in the written examination shall be derived from the documents as outlined in Written Examination 4 ,according to the following: Collective Bargaining Agreement 20 to 25 percent, Standard Operating Guidelines 30 to 40 percent (with a minimum of 65 percent of the questions taken from the operational sections of the SOGs, currently Sections 5 – 11 of the

SOGs), Northwest Community Hospital Standard Operating Procedures and Policy Manual 20 to 30 percent, and OFSM textbook 20 to 25 percent.

Military Points

If an employee wishes to receive points for being a military veteran, such employee must affirmatively so request in writing to the Fire Chief, at the outset of the promotion process. If military points are used for a promotional process and the candidate is not promoted off the resulting list, the employee shall have the right to use his/her military points in a future promotional process. The determination of whether an employee is eligible for points as a veteran shall be based on the provisions of the Illinois Municipal Code, 65 ILCS Sections 5/10-2.1-10-12.

Section 24.5 Selection Process for Outside Training Opportunities.

A. Prior to January 1 of each year, the Department Training Officer shall publish a list of approved funds available for training opportunities for the upcoming fiscal year. This list shall include a description of types of classes, training classifications, who would be eligible to attend, and how much funding is available. Conferences shall not be considered training in the context of this agreement and shall not be subject to this selection process.

B. Selection of personnel to attend Mandatory Training related to Department Division and Special Team Operations shall be the responsibility of the appropriate Division Head or Team Leader. Registration for these classes shall be the responsibility of the appropriate Division Head or Team Leader.

   Selection Criteria in order of consideration:

   1. Specific needs of the department

   2. Team Leader

   3. Department seniority (after considering #1 and #2 above, if all other factors are equal, seniority shall determine selection of personnel to attend)

   4. Available funding

C. Selection of personnel to attend Mandatory Training related to all other department operations shall be the responsibility of the Training Officer.

Selection Criteria in order of consideration:

1. Specific needs of individual firefighters or officers as identified by the department
2. Department seniority
3. Available funding

D. Selection of personnel to attend Voluntary Training shall be the responsibility of the Training Officer and shall be based upon the following criteria:

Selection Criteria in order of consideration:

1. Class pre-requisite
2. Department seniority
3. Available funding

E. The intent of this policy is to allow as many department members as possible to attend training opportunities.

1. A "Voluntary Training Selection List" shall be established.
2. As training opportunities become available the member next on the Voluntary Training Selection List shall have the first opportunity to accept or decline the training.
3. If a member accepts the class, his/her name shall be moved to the end of the list. If a member does not accept the class, his/her name shall not move on the list.

F. Many classes reach maximum enrollment quickly. Early registration improves our chances at getting department members enrolled. Personnel must submit their training requests as early as possible. The decision by the Training Officer to enroll department members is final and will not be changed to accommodate late requests. If possible, a registration deadline will be included in the training announcement.

G. As it relates to Voluntary Training, if an individual member desires to register and pay for a training class on his/her own, the member may be eligible for reimbursement as discussed in subsection J below.

H. Information about training opportunities shall be distributed electronically to all members and/or will be posted in each fire station. It shall be the sole responsibility of individual members to determine availability of classes either through the Department e-mail system,

through postings in each fire station, through personal monitoring of web sites or personal contact with institutions offering educational opportunities. It is also the sole responsibility of individual members to apply to the Training Officer for training classes they request to attend.

I. It is impossible to plan or budget for all training costs and/or opportunities that will become available throughout the year. Re-appropriation of training funds may be required and is the sole responsibility of the Training Officer.

J. Some members may choose to pay for their own registration fees. On December 1 of each year, the Training Officer shall complete an audit of remaining training funds. This audit shall only include funds specifically budgeted for training in the Suppression program of the current fiscal budget. If there are unencumbered training funds remaining, members may apply for reimbursement of their personal registration expenditures. Based upon the number of requests received, only a portion of the total personal expenditures may be reimbursed. At no time will funds be paid out in excess of the individual's expenditure.

K. Members that are enrolled in classes are expected to attend.

1. If a member is registered in the class but chooses to be withdrawn from the class, the member shall remain in the current place on the Voluntary Training Selection List and shall not return to the position held prior to being selected to attend the class.

2. If a member is registered in a class but cannot attend due to a family emergency, injury or illness the member may be returned to the position held prior to being selected to attend the class.

3. If a member is registered in a class, does not attend the class, and does not have a family emergency, injury or illness the member shall be responsible to reimburse the Village of Hoffman Estates for any class costs incurred.

Section 24.6. Scoring of Components and Posting of Promotion List. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a possible total score of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the promotional list.

The scores for each component of the promotional process shall be confidentially disclosed to each candidate before the written examination is administered and as soon as practicable after the component is completed. In addition, the scores of all candidates shall be posted as soon as practicable after the component is completed but shall be done in such a way as to not personally identify any given candidate (e.g., last four social security numbers); provided, however, upon the Union's written request, all candidates' scores shall be immediately provided to the highest

ranking Union officer who is not a candidate for the promotion in question. After all components of the promotional process have been completed, the scores for all components for each candidate who completed all components shall be tallied, a promotion list shall be prepared by the Board of Fire and Police Commissioners. The promotion list shall be posted on the bulletin board at each fire station listing in rank order from highest to lowest the scores of all candidates whose scores for all components of the promotional process are 75% or better.

Section 24.7. Order of Selection. Whenever a promotional rank is created or becomes vacant due to resignation, discharge, promotion, death, or the granting of a disability or retirement pension, or any other cause, the Fire Chief shall appoint to that position the person with the highest ranking on the promotional list for that rank, except that the Fire Chief shall have the right to pass over that person and appoint the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to select the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article XX, of this Agreement; provided, however, any such grievance must be filed within three (3) calendar days of the date the employee is advised of the Fire Chief's reason for passing him/her over.

Any candidate may refuse a promotion once without losing his or her position on the promotional list. Any candidate who refuses a promotion a second time shall be removed from the promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 24.8. Duration of Promotion List. A promotion list shall be effective for a period of two years from the date of its posting. The Village shall take all reasonable steps to ensure that the Hoffman Estates Fire and Police Commission maintains in effect current eligibility lists so that promotional vacancies that the Village Board of Trustees has funded and authorized to be filled are filled not later than sixty (60) days after the occurrence of the vacancy. Promotional testing for the 2012-2017 contract will commence no sooner than 1 (one) year after the signed agreement of Section 24 of this contract.

Section 24.9. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list may file a grievance at Step 3 in accordance with the provisions of the grievance and arbitration procedure set forth in Article XX, of this Agreement, subject to the following provisions:

A. Any such grievance must be filed within five (5) calendar days of the date the promotion list is posted.

B. The grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the promotional process. Except for the Fire Chief's component as provided in subsection D below, only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article XX.

C. The grievance shall not involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points awarded.

D. Notwithstanding the foregoing, the Union shall have the right to file a grievance at Step 3 alleging a violation of this Article with respect to the Fire Chief's component within three (3) calendar days after being provided with the candidates' scores as provided in Section 24.4 above.

If a timely grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant or acting Captain, whichever is applicable.

APPENDIX K
DEPARTMENTAL INVOLVEMENT
LIEUTENANT AND CAPTAIN PROMOTIONAL TESTING

The following information lists the involvement that the candidate has had over his career with the Village of Hoffman Estates Fire Department. Items can include Divisional activities, Committees, Boards and other departmentally recognized groups/organizations. The candidate must include the following information: Group candidate was associated with, the position(s) held by the candidate, the dates of active participation while a member of the HEFD and the activities performed while a member of that group.

Candidate's Name _____

Participated in	
Position held	
Dates of participation	
Activities performed	

Participated in	
Position held	
Dates of participation	
Activities performed	

Participated in	
Position held	
Dates of participation	
Activities performed	

Candidate's Name _____(Cont.)

Participated in	
Position held	
Dates of participation	
Activities performed	

Participated in	
Position held	
Dates of participation	
Activities performed	

Participated in	
Position held	
Dates of participation	
Activities performed	

Participated in	

Position held	
Dates of participation	
Activities performed	

FIRE CHIEF'S

CRITERIA

FOR THE

LIEUTENANT AND CAPTAIN PROMOTIONAL

PROCESS

LEADERSHIP SKILLS Ability to take charge of situations regardless of conflicting or changing priorities. Ability to motivate and inspire co-workers and/or subordinates to work toward common goals and objectives, or to reach maximum individual potential.

DECISION MAKING Ability to draw logical conclusions from available information, choose the best alternative from options available, and appropriately act upon that decision. Takes an active role in goal setting and/or project planning for the Department. Is creative and willing to share ideas and make suggestions regarding issues related to the Department or Village.

TEAMWORK, INCLUDING DEPARTMENT INVOLVEMENT Ability to maintain positive relationships with co-workers. Willingness to work with others toward reaching common goals and a standard of excellence in all facets of Fire Department services. . Ability and/or willingness to become involved in departmentally-related activities in the areas of Divisional duties, Committees, Boards and other departmental participation.

INTERPERSONAL SKILLS Ability to communicate effectively with co-workers, superiors, and personnel from other departments or agencies, as well as members of the business community and the general public.

ANNUAL EVALUATIONS Results of the employees' annual evaluations, including demonstrating improvements over time and successful resolutions of areas of concern, if any.

DISCIPLINARY HISTORY Lack of disciplinary measures and/or counseling given to the employee.

Rank the candidates 1-15 based on the criteria above. DO NOT use any number more or less than once. Number 1 will be your first choice for a candidate to be promoted and number 15 will be your last choice for a candidate to be promoted.

Candidate XA	
Candidate XB	
Candidate XC	
Candidate XD	
Candidate XE	
Candidate XF	
Candidate XG	
Candidate XH	
Candidate XI	
Candidate XJ	
Candidate XK	
Candidate XL	
Candidate XM	

Candidate XN	
Candidate XO	
Candidate XP	
Candidate XQ	
Candidate XR	
Candidate XS	
Candidate XT	
Candidate XU	
Candidate XV	
Candidate XW	
Candidate XX	
Candidate XY	
Candidate XZ	

PRINTED NAME OF RATER:_____

SIGNATURE OF RATER:_____

DATE:_____

FIRE CHIEF'S SIGNATURE: _____

DATE: _____

ASSESSMENT SCORE: _____

PEER REVIEW RATING SHEET

The ranking used in this component will be based on the following criteria:

Emergency performance:

Your first choice will be the candidate most likely to remain calm, think clearly, take control of a situation, use good judgment, keep himself and his crew safe, and be able to adapt to any situation.

Leadership:

Your first choice will be the candidate most likely to lead others by example, is motivating, makes sure his crew is capable, takes responsibility and gives credit, can make unpopular decisions if they are what is best for the department and the citizens we protect, can maximize a crew's strengths and minimize their weakness', and is willing to show a new member how to complete a task instead of complaining that they do not know how to do it already.

Teamwork:

Your first choice will be the candidate most likely to contribute to the success of the crew's mission, shows initiative, able to accept points of view that are contrary to their own, is able to encourage others to be and do their best, and is willing to admit when he is wrong.

Ethics and Values:

Your first choice will be the candidate most likely to be dependable, honest, trustworthy, show respect, optimistic, performs his duties with equal intensity when they are in an acting role as they do in their current rank, and always portray a positive image of the department whenever in the public eye.

Peer Review Ranking

Rank the candidates 1-15 using and do not use any number more or less than once. Number 1 will be your first choice for a candidate to be promoted and number 15 will be your last choice for a candidate to be promoted.

Candidate XA	
Candidate XB	
Candidate XC	
Candidate XD	
Candidate XE	
Candidate XF	
Candidate XG	
Candidate XH	
Candidate XI	
Candidate XJ	
Candidate XK	
Candidate XL	
Candidate XM	
Candidate XN	
Candidate XO	

PRINTED NAME OF RATER:_____

SIGNATURE OF RATER:_____

DATE:_____

XXV.

DRUG AND ALCOHOL TESTING

The Village may require an employee to submit to blood and/or urinalysis testing in accordance with the substance abuse policy attached hereto and incorporated herein as Appendix E.

The Village and the Union agree that an employee's use of proscribed drugs, 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. 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.

XXVI.

TERMINATION AND LEGALITY CLAUSE

XXVI.1. Savings. 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) days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

XXVI.2. Village Board of Fire and Police Commissioners. The parties recognize that the Board of Fire and Police Commissioners of the Village of Hoffman Estates has certain statutory authority over employees 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 Village Board of Fire and Police Commissioners. If there is a conflict between a specific provision of this Agreement and the Rules and Regulations of the Board of Fire and Police Commissioners, the specific provision of this Agreement, for its duration, shall take precedence.

XXVI.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.

XXVI.4. Effective Date, Termination and Reopening Provisions. This Agreement shall become effective as of January 1, 2024, and terminate on December 31, 2026. Thereafter, this Agreement shall be automatically renewed from contract year(s) to contract year(s) unless either party shall notify the other party, in writing, no less than one hundred and twenty (120) calendar days prior to December 31, 2026, 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 thirty-first (31st) day of December immediately following the giving of such notice.

Executed this _____ day of _____, 2024**,** after receiving official approval by the President and Board of Trustees and ratification by the Union membership.

LOCAL 2061, HOFFMAN ESTATES PROFESSIONAL FIREFIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS AFL-CIO, CLC

BY:_____

ATTEST:_____
Secretary, Local 2061

VILLAGE OF HOFFMAN ESTATES, ILLINOIS

BY:_____
President, Board of Trustees

ATTEST:_____
Village Clerk

As to form and legality:

_____
Village Manager

_____
Corporation Counsel

A.

HEALTH BENEFIT HIGHLIGHTS

HEALTH BENEFIT HIGHLIGHTS

2024 plan year

Plan Features	BC/BS (Indemnity Plan) PPO Network	Non-Network	HMO HMO, IL
Calendar Year Deductible			
Individual	**$500**		**Not Applicable**
Family	**$1,500**		**Not Applicable**
Applicability: Applies to all expenses unless noted otherwise			
Out-of-Pocket Maximum			
Individual (include deductible)	**$1,500**		**Not Applicable**
Family (include deductible)	**$4,500**		**Not Applicable**
Major Medical Maximum	**Unlimited**		**Unlimited**
Physicians			
Non-Surgical Office Visit (except mental/nervous)	**90%**	**70%**	**100%**
Other Physicians	**90%**	**70%**	**100%**
Routine Care	**100%**	**70%**	**100%**
Office Visit Co-Pay	**$20**		**$20**
Hospital			
Inpatient			
• **Coinsurance**	**90%**	**70%**	**100%**
In-patient Precertification	**$1000 penalty**		**All services are performed or referred by PCP**
Outpatient	**90%** hospital & physician services	**70%** hospital & physician services	**100%**
Medical Emergency	**100%**		**$50 copay**
Supplemental Accident Care	**Not Applicable**		**Not Applicable**
Mental Health/Substance Abuse			
Inpatient			
• **Coinsurance**	**90%**	**70%**	**100%**
Limitations: Lifetime and Calendar	**No lifetime limit**		**No lifetime limit**

Plan Features	BC/BS (Indemnity Plan) PPO Network	BC/BS (Indemnity Plan) Non-Network	HMO HMO, IL
Outpatient			
• Coinsurance	90%	70%	$20 Co-pay per visit
Prescriptions Drugs (Prescription Drug Card Co-Pay)	See Below		See Below
Other Covered Services	90%	70%	
Skilled Nursing Facility	90%	70%	
Home Health Care	90%	70%	100%
Private Duty Nursing	80% unlimited visits		Not covered
Hospice	90%	70%	
Ambulance	70%		100%
Durable Medical Equipment	90%	70%	100%
Chiropractic Services	90% Visit limit – 15 per benefit period	70%	100%
X-Ray and Labs	100% Deductible waived	70% Deductible applies	100%

Prescription Drugs

PPO 1 and HMO Plans	2024
Generic	**$5**
Formulary	**$50**
Non-Formulary	**$115**
Mail-Order	**Twice the cost above**

Effective January 1, 2025:

	Blue Choice Options PPO Plan			Blue Advantage HMO
Network Name	**Blue Choice Options Network**	**BCBS PPO Network**	**Out-of-Network**	
Deductible	$500	$625	$3,000	
Out-of-pocket Maximum	$1,500	$2,125	$9,000	$1,500
Coinsurance	90%	70%	50%	
Office visit/PCP	$20	$25	50%	$20
Specialist copayment	$40	$50	50%	
ER Copayment	$250	$250	$250	$50
ER Coinsurance	90%	90%	90%	
Family deductible and out of pocket maximum are 3 times the amounts above.				
Prescriptions				
	Monthly			Monthly
Generic	$10			$5
Formulary/Brand	$25			$30
Non-formulary	$75			$90
2x for 90 day supply				*2x for 90 day supply*

The above is a brief summary of the Village's Blue Choice Options PPO and Blue Advantage HMO health benefit program. This program is more fully described in summary plan description booklets provided to all employees upon becoming eligible to participate in the program.

Health Savings Account (HSA)

Effective January 1, 2014, the Village shall offer a high deductible plan (HDP), with deductibles of $2,500 per year for single coverage, $5,000 per year for family coverage and maximum out-of-pocket expense limitations of $3,000 for single coverage and $6,000 for family coverage.

Employees who elect the HDP for the 2014 benefit year shall be required to contribute 11%,(thereafter, according to the collective bargaining agreement) of the total premium of the HDP on a monthly basis and remain in the HDP for a minimum of 4 insurance policy years. With that understanding, each employee enrolled in the HDP, will have contributions made monthly by the Village into the employee's Health Savings Account (HSA)

Effective January 1, 2014, the Village shall contribute 90% of the premium differential between the cost of the PPO 1 plan and the HDP into the employee HSA. Effective January 1, 2025, the Village shall contribute 90% of the premium differential between the cost of the BCO PPO and the HDP into the employee HSA. In the participants first year of the program only, the Village will offer an H-Loan to employees who experience a short fall between the employees out of pocket maximum ($3,000 single and $6,000 family) and the employer HSA contribution (Approx. $1,300 Single and $3,500 family for 2014 policy year). The H-loan provided will be paid back by the employee within three (3) years from the date of the loan through payroll deduction pursuant to the H-loan application.

B.

LIGHT DUTY ASSIGNMENTS

All Light Duty assignments will be in relation to the physical/mental capabilities of the individual based on the current Village of Hoffman Estates Duty Status Report allowing for the Light Duty assignment. Assignments may be as listed below, but may include others based on the needs of the department.

1. Fire Prevention Bureau

A. Filing - FPB complaints, false alarm notices, inspection reports, and similar type material.

B. Helping prepare quarterly billing.

C. Update statistical data reflecting emergency responses to various areas within the Village.

D. Update computerized fire inspection file.

E. Other duties as assigned.

2. Public Education

A. Prepare envelopes and literature for:

1. Smoke detector mailing
2. Home school program mailing
3. Teacher training information mailing
4. Student information handouts K-6th grades
5. Pre, post and spring fire safety tests
6. Fire safety and education packets
7. Fire safety movie day packets

B. Correct and tally pre, post and spring tests 2-5 grades.

C. Other duties as assigned.

3. Administration

A. Update monthly training files

B. Copy selected incident reports pertaining to various apartment complexes so statistical analysis can be performed in the Fire Prevention Bureau.

C. Other duties as assigned.

4. Fire Service Related Education

Attendance at schools, seminars, health and safety conferences, EMS conferences and didactic training facilities for fire service related matters. Other duties as assigned.

5. Other Duties That are of a Similar Type and Nature as Listed Above

C.

WORKING CONDITIONS

1. Recreation and Education

Recreational, educational and physical fitness activities shall be permitted during the employee's duty day. These activities shall be for reasonable periods consistent with Department policy and operations and at the discretion of the shift commander.

2. Meal Shopping/Times

In view of the work schedule and that employees prepare and eat their meals during their tour of duty, one employee on each shift at each station shall be permitted one (1) hour between the hours of 0800 and 1200 each day to shop for food. The particular hour for such shopping within the four (4) hour period shall be designated by the Company Officer and coordinated with the Shift Commander. Staff vehicles maybe utilized when available.

The meal times for employees shall be one (1) hour for lunch between 1200 and 1300 and one (1) hour for dinner between 1730 and 1830, unless emergency calls preclude this. In such circumstances, meal times will be taken as near to those times as possible.

3. Training/Drills

Training/drills shall be normally scheduled between 0800 and 1900 hours and should be concluded prior to 2000 hours. Night drills may be required due to the needs of the department and the criteria set forth by the Insurance Service Office.

On holidays, as provided in Section 21.5, no training/drills will be scheduled. On Sundays, training and drills will be limited to multi-agency training and drills and the make-up of mandatory drills. The Department will use its best efforts to attempt to conclude Sunday training/drills prior to 1400 hours.

4. Station and Routine Duties

Station duties, routine work duties, company in-service inspections, pre-plans of Village structures, fire inspections and other routine duties shall be performed between the hours of 0800 to 1700 hours Monday through Saturday. On Sunday and holidays, a short schedule of 1400 hours shall be normally followed.

5. Television Viewing

Television viewing will not be authorized between 0800 and 1700 hours except if approved by the company officer after duties are completed. Approval may be rescinded if

additional duties arise during such periods. Except as provided herein, television viewing shall be deemed authorized.

6. Living Conditions

The Village shall supply all furniture, appliances and utensils. It is also understood that the Village shall repair or replace appliances, cooking and eating utensils, pots and pans, beds (including frame, mattress and box springs), desks, chairs, etc., on an as-needed basis as determined by the Village. The Village shall also provide a locker of comparable size to current lockers to each employee for personal belongings.

It is also understood that employees of the Department have a responsibility to care for and maintain their living space through proper care, cleanliness and proper use of such equipment. It is expected that bargaining unit members shall place their own money into the shift fund for the purchase of meals, provided this requirement shall not be subject to the grievance procedure.

7. Major Cleaning and Maintenance Work

Major work will be defined as that which would normally be contracted out, such as painting of an entire room, laying of carpeting, hanging cabinets, remodeling of a bathroom, cleaning of carpet, automotive body work, etc.

Minor maintenance work such as touch-up painting, patching of a small hole, replacement of missing tile, cleaning of carpet, automotive body work, etc., can still be done by line Firefighters on a voluntary basis.

Regular maintenance work on apparatus will include daily and weekly checks and cleaning, building and mounting of necessary equipment brackets, replacement of bulbs, lens caps, etc., and is to be done by Firefighters when needed.

Major maintenance will be done by the Public Works Garage, or an outside vendor, at the discretion of the Village.

8. Review of Personnel Files

Employees shall have the right to review their personnel file(s) during regular business hours and be allowed a copy of any such document(s) from his/her file(s).

Employees also have the right to place into their file(s) a written response or explanation to anything found to be adverse within their file(s).

D.

AUTHORIZATION FOR CHECKOFF OF UNION DUES

"I hereby authorize the Department of Finance to deduct from my earnings, the regular monthly dues (uniform in dollar amount), in the amount certified by the Financial Officer of Local No. 2061, International Association of Firefighters, AFL-CIO, and further authorize the remittance of such amount(s) to said Local Union in accordance with the currently effective Agreement between the Village of Hoffman Estates and said Local Union. This authorization is revocable by a notice in writing by certified mail to the Personnel Department with a copy to the Fire Department and said Local Union.

I hereby waive all right and claim for said moneys so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Village, any Department of the Village, the Union and all their officers, representatives or agents from liability thereof.

_____
Print Name

_____
Signature

_____
Date

E.

SUBSTANCE ABUSE POLICY

It is the goal of the Hoffman Estates Fire Department to assist any employee with a possible drug or alcohol abuse problem in obtaining treatment, evaluation, and counseling. The Hoffman Estates Fire Department (HEFD) has a great deal of time and money invested in its employees and believes that any dependency problem can be overcome with effort by the employee and assistance and support from the Hoffman Estates Fire Department. The Hoffman Estates Fire Department also realizes that any kind of substance abuse can adversely affect the performance of an employee as well as endanger the public, other employees, and the employee involved. To prevent any such problems and achieve this goal, the following policy has been developed. Nothing in this policy shall prohibit an employee from being disciplined for other sustainable employment related misconduct.

It is agreed by the Union and the Village that the manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage, or abuse of legal substances which may impair or adversely affect an employee's ability to perform his/her job, is prohibited on all Village properties at any time by an employee, and at all times and places wherever any employee is performing employment duties for the Village. In addition, all employees are prohibited from entering upon Village property or from being at any time or place while performing employment duties for the Village while under the influence of alcohol or any controlled substances (Drug Free Workplace Act, 30
ILCS 570/100 et seq.)

DEFINITIONS

"Drugs" or "controlled substances" shall include, but not be limited to, alcohol, and controlled substances defined in Illinois Controlled Substances Act (720 ICLS 570/100 et seq.) and any look-alike substance, designer drugs, or any substance_such as glue, which may have adverse effects on perception, judgement, alertness, memory, or coordination.

"Impair" or "adversely affect" shall mean causing a condition in which the employee is or may be unable to properly perform his/her duties due to effects of drugs or alcohol in his/her body. Where impairment exists or is presumed, incapacity for duty shall be presumed. With regard to cannabis, impairment shall be presumed where a urine level is measured at 50 dg/mg of marijuana metabolites and/or 15 ng/ml confirmatory cutoff concentration or greater. A lesser concentration shall not preclude the Village from establishing that the employee was nonetheless impaired. However, a positive urine level alone is not determinative of impairment, and impairment must be determined in accordance with the procedures established herein.

"Reasonable suspicion" exists if specified objective facts and circumstances warrant rational inferences that a person is using, in possession of, and/or is individually impaired due to the use of drugs and/or is under the influence of alcohol. Reasonable suspicion will be based on, but not be limited to, the following:

1. Observable phenomenon, such as direct observation by a supervisor of use, possession, and/or the evidence of individual symptoms of impairment resulting from using or being under the influence of drugs/alcohol; and/or,
2. Information provided by an identifiable, reliable, and credible source, which can be independently corroborated.

1. BLOOD AND URINALYSIS TESTING

It is the policy of the Hoffman Estates Fire Department to not have random testing or "across the board" blood and urinalysis testing of all employees for the purpose of detecting substance abuse.

Testing will be requested of any employee where there is reasonable individualized suspicion of the improper use of drugs or alcohol while on duty or reporting for duty under the influence of drugs or alcohol. Testing will be conducted as soon as feasible once approval has been obtained from the Deputy Fire Chief and/or Fire Chief. Any employee who is using a drug (prescription or over-the-counter) for medical reasons, which may impair the employee's ability to perform the job should immediately report the usage to his immediate supervisor, which may result in the employee being required to take sick/injury leave. An employee may use the grievance process for objecting to any such required sick/injury leave.

Any such testing will only be done after the following conditions have been met:

A. The employee's supervisor is or has been made aware of a possible problem was documented in writing observed job performance deficiencies and any other documentable information that may assist the Deputy Fire Chief and/or Fire Chief in review of the facts. The supervisor has the responsibility to investigate any allegations brought to his attention.

B. The Deputy Fire Chief and/or Fire Chief has been informed and provided with such documentation and, after a review of all available information, decided that testing should be done.

C. Subsequent to the test, the employee shall be provided with a written statement of the basis for the Village's reasonable suspicion.

D. The employee in question will be placed on temporary administrative leave with pay' pending the taking of the test and receipt of the test results.

It is understood that a drug/alcohol test also may be required if an employee has been arrested or indicted for conduct involving drug-related activity illegal under Federal or State laws while off duty.

The parties recognize that during the life of the Agreement, there may be improvements in the technology of testing procedures, which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on amendments, the issue may be submitted to impasse procedures as outlined in the Illinois Public Labor Relations Act.

2. TESTING PROCESS

All drug and alcohol testing procedures, which include specimen collection, chain-of-custody, and lab quality control, shall be in strict compliance with Federal and NIDA regulations, are conducted by specially trained medical personnel, and laboratories used shall be licensed by the state of Illinois. Legal written consent and photo identification are required of all individuals to be tested.

The following NIDA certified lab tests are available, and include initial screening immunoassay and separate confirmation of all positive results:

NIDA 5 PANEL: Cannabinoides (marijuana), cocaine, amphetamine, methamphetamines, opioids/opiates, phencyclidine (pcp).

NIDA 10 PANEL: Same as 5 PANEL, but includes barbiturates, benzodiazepine (valium), methadone, methaqualone (quaaludes), propoxyphene (darvon).

3. ALCOHOL: Blood, Urine

Results reporting procedures are in strict accordance with State Department of Health and Human Services guidelines.

All results of drug tests are reviewed by the Medical Review Officer (MRO). When a test is confirmed positive, the Medical Review Officer conducts a confidential interview with the individual to determine legal or illegal drug use. Results then are reported confidentially to the Fire Chief. Records are retained by the reference lab and medical review officer.

When needed, the Department physician will provide assistance to management in determining the employee's fitness for duty, and make recommendations for employee assistance.

If a test is to be conducted the employee shall be taken to a medical provider that uses a NIDA certified laboratory.

The employee will be compensated for the time required to take the tests. Testing is to be done while the employee is on duty or in a paid status. In the event that an employee is tested and the test results come back positive for drugs or alcohol, another test shall be conducted from the same sample to verify the results. An employee may, at his/her own expense, obtain another set of test results, using the same sample or a duplicate sample obtained at the same time, from an independent lab, which meets the criteria outlined previously, and if these results differ from the ones obtained in the tests conducted at the Department's request, the Deputy Fire Chief and/ or Fire Chief may require further testing of the original sample. A third party lab agreed to by both parties shall be selected and a test of the original sample conducted.

If the Department receives a positive determination from the MRO, the Department will require that the employee undergo an evaluation and join a recognized treatment program (if deemed appropriate by the evaluation). Periodic reports will be submitted to the Fire Chief on the employee's progress. Such employees will be granted leave to attend any required meetings. The Department will cover the cost of the testing but will not provide for the cost of the program other than that provided under the applicable Village health insurance program.

Failure to submit to rehabilitation testing, when required, or complete any treatment program as prescribed shall be grounds for dismissal or other disciplinary action.

The Hoffman Estates Fire Department reserves the right to require an employee to take a leave of absence from employment pending evaluation and treatment at any time when the employee's ability to perform his/her job is affected by a drug or alcohol abuse problem. Prior to an employee's return to work after such an absence, the HEFD and the employee shall enter into an agreement detailing the conditions of the employee's return to work. This agreement will be outlined to employee and Union representation if requested by the employee.

The above policy applies only to regular full time employees who have completed the original probationary period. Probationary employees can be terminated at any time with or without cause. Blood and urinalysis testing may be required, at the discretion of the HEFD, of probationary employees reasonably suspected of substance abuse.

4. CONFIDENTIALITY OF TEST RESULTS

Laboratory reports and/or test results shall not be placed in an employee's personnel file. Laboratory reports, test results and/or rehabilitation related records shall be maintained in a separate confidential file. The confidential file shall be maintained by the Fire Chief in a locked secure location. The Fire Chief shall implement procedures to maintain the confidentiality of the laboratory reports and/or tests results and rehabilitation documents. Laboratory reports, rehabilitation documents and/or test results shall be disclosed only to other individuals on a substantiated need to know basis and to the employee upon request. Such disclosure shall be documented. An employee may receive a copy of the report and may review the log upon request. In the event a test does not indicate the presence of alcohol or controlled substance, the

employee, upon request, shall be given a letter from the Village indicating confirmation of such results.

If there are no violations of the Substance Abuse Policy for a period of seven (7) years following completion of a Village-approved rehabilitation program, lab reports, rehabilitation documents and test results shall be destroyed.

5. DISCIPLINE

If the MRO determines that the employee was impaired while on duty or on call, the Department may take appropriate disciplinary action against the employee up to and including termination.

REPORTING VIOLATIONS TO LAW ENFORCEMENT AGENCIES

Confirmed violations of this policy, as it pertains to controlled substances, which constitute criminal conduct will be reported to the appropriate law enforcement agencies.

6. PRE-EMPLOYMENT TESTS

All applicants for employment are required to submit to a pre-employment physical examination, including an alcohol and/or controlled substance test.

7. SAFETY OF WORK FORCE ALCOHOL AND/OR CONTROLLED SUBSTANCE TESTS

An employee determined to be unable to perform his duties in a satisfactory or safe manner as a result of a violation of this policy may be relieved from duty.

Any employee may file a complaint with the Department or Village Manager regarding a suspected violation of this policy by any other bargaining unit employee.

If an employee charges that another employee has violated this policy and subsequently the allegations are shown to be malicious, knowingly false or were made so as to harass the other employee, discipline may be imposed on the complaining employee.

8. REFUSAL OF AN EMPLOYEE TO SUBMIT TO AN ALCOHOL OR CONTROLLED SUBSTANCE TEST

An employee's refusal to consent to an alcohol or controlled substance test when reasonable individualized suspicion has been established will result in the immediate suspension with pay of the employee pending an investigation of the employee's conduct. An employee who upon request refuses to consent to an alcohol or substance abuse test when reasonable individualized suspicion has been established may not be permitted to utilize the rehabilitation benefits described and shall be subject to disciplinary action up to and including termination.

Any attempt to tamper with or contaminate such a test will lead to discipline up to and including termination.

9. REHABILITATION

An employee found to have violated this policy will normally be given an opportunity to participate in a Village approved rehabilitation program upon the first violation of this policy. Employees are encouraged to utilize available health insurance plans to help them resolve their alcohol or controlled substance problems.

The employee may use accumulated sick leave, vacation, compensatory time, or other available leave of absence in order to attend a rehabilitation program. If an employee needs leave in excess of his/her accumulated leave, the Village may at its discretion grant an unpaid rehabilitation leave of absence, in order for the employee to participate in an approved rehabilitation program.

All leaves of absence, returns to employment, conditions of continued employment, paid time off and the continuation of any benefits is conditioned upon the employee's good faith and satisfactory participation in the rehabilitation program. The Village may require the employee or rehabilitation program to produce evidence of the employee's good faith and satisfactory participation in the rehabilitation program.

If upon completion of the Village approved rehabilitation program the employee can present written evidence from a qualified medical practitioner that the alcohol and/or controlled substance problem has been eliminated or is in remission, the employee shall be returned to work subject to any reasonable conditions imposed by the Village.

If at the end of the leave the employee is still experiencing an alcohol and/or controlled substance problem but can provide evidence that he is still receiving rehabilitation treatment, an extension of the leave may be granted, if deemed necessary, by the Village. If the employee is unable to provide evidence of treatment or rehabilitation, elimination or remission of the alcohol or controlled substance problem, the employee may be terminated upon expiration of the leave time.

The Village shall reasonably decide if an employee will be granted an unpaid rehabilitation leave and the conditions under which the employee may return to work.

VOLUNTARY REQUESTS FOR ASSISTANCE

The Village shall take no initial adverse action against any employee because the employee voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem unless the employee is found impaired on the job, or the employee has engaged in conduct which

if known would constitute reasonable suspicion of a violation of this Agreement. The Health and Human Services Department of the Employer shall assist Employees in selecting a course of action in the event drug-counseling, treatment, and/or rehabilitation is required.

F.

GOVERNMENTAL ETHICS

ARTICLE 1. POLICY AND PURPOSE

1. Policy and purpose.

A. It is essential to the proper operation of democratic government that public officials be independent and impartial; that governmental decisions and policy be made through proper channels; that public office not be used for private gain; and that there be public confidence in the integrity of government. Public officials, appointees and employees must serve their government in a fiduciary capacity and must not bestow special consideration upon any person merely because of that person's relationship to an official or employee. The attainment of these ends is impaired whenever there exists conflict between the private interests of a public official or employee and his duties as such. The public interest therefore requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials, appointees and government employees in situations where conflict exist, as well as in situations where conflict might develop.

B. It is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it. The right of each official, appointee and employee to privacy in their financial affairs must not, therefore, be limited beyond that disclosure necessary to ensure the integrity of government. Moreover, because an essential principle underlying the staffing of our government is that its officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, such opportunity should not be limited unless conflicts with the responsibility of such officials, appointees and employees to the public cannot be avoided.

C. It is the policy and purpose of this Chapter to implement these objectives of protecting the integrity of the Village of Hoffman Estates and of facilitating the recruitment and retention of qualified personnel by prescribing essential restrictions against conflicts of interest in municipal government without creating unnecessary barriers to public service and by establishing a Code of Ethics for officials, appointees and employees of the Village of Hoffman Estates.

2. Definitions.

A. "Official" shall mean any person elected or appointed to an elective office in the Village of Hoffman Estates.

B. "Appointee" shall mean any person not otherwise an "official" or "employee" who is appointed to a Board of Commission under authority of Chapter 4 of the Hoffman Estates Municipal Code.

C. "Employee" shall mean any person employed by the Village of Hoffman Estates whether part-time or full-time.

D. "Financial Interest" shall mean any economic interest or relationship, whether by ownership, trust, purchase, sale, lease, contract, option, investment, employment, gift, fee, or otherwise; whether present, promised, or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or subsidiary corporation, or in another subsidiary of the same parent. An indirect financial interest shall include, but is expressly not limited to, any economic interest, as set forth above, of a spouse or minor child, as well as any economic interest held by an agent on behalf of an official, appointee or employee, his spouse or minor child, by a business entity managed or controlled by, or by a trust in which an official, appointee or employee has a substantial interest. A business entity is controlled by an official, appointee or employee when he, his spouse or his minor child, singly or in the aggregate, possess a majority ownership interest in the entity. An official, appointee or employee has a substantial interest in a trust when he, his spouse or his minor child, singly or in the aggregate, have a present or future interest worth more than $1,000.00. "Financial Interest" shall not include ownership through purchase at fair market value of less than one percent of the share of a parent, subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Financial Interest" shall also not include authorized compensation or salary paid to an official, appointee or employee for services rendered to the Village of Hoffman Estates, or any economic benefit provided equally to all residents of the Village of Hoffman Estates.

E. "Compensation" shall mean any money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

F. "Person" shall mean any individual, entity, corporation, proprietorship, partnership, firm, association, trade union, trust, estate or group, as well as any parent or subsidiary of any of the foregoing entities, whether or not operated for profit.

G. The term "contribution" as used herein shall be defined as provided in Chapter 46, Article 9 of the "Illinois Election Code."

3. Code of Conduct.

A. Fiduciary Duty. Officials, appointees and employees shall at all times in the performance of their public duties owe a fiduciary duty to the Village of Hoffman Estates.

B. Improper Influence. No official, appointee or employee shall make, participate in making or in any way attempt to use his position to influence any governmental decision or action in which he knows or has reason to know that he has a financial interest. An official, appointee or employee has a financial interest in a governmental decision or action when it is reasonably foreseeable that said decision or action will have a material effect on said official, appointee or employee distinguishable from its effect on the public generally.

C. Criminal Misconduct. An official, appointee or employee shall not commit the act of bribery, intimidation, official misconduct or perjury. Proof of such offenses shall be evidenced by a certified record of conviction in any court of jurisdiction. The additional penalty herein shall be limited to Section 15-1-6-A-3.

D. Offering, Receiving and Soliciting Gifts, Favors.

1. No person shall give or offer to give to any official, appointee or employee or to his spouse or minor child, and none of the aforenamed shall solicit or accept anything of value, including, but not limited to, a gift, favor, service or promise of future employment, based upon any understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official, appointee or employee would be influenced thereby. Solicitation on behalf of a not-for-profit organization or Village sponsored function shall not be considered to imply influence but no direct solicitation of officials, appointees or employees by officials, appointees or employees shall be permitted, although bulletin board notice may be allowed.

2. No person shall give to any official or employee or to his spouse or minor child any gift, favor, service or other thing of value in excess of $50.00, except edible items, and no official, appointee or employee or his spouse or minor child shall solicit or accept any gift, favor, service or other thing of value.

3. Any gift or other thing of value received in violation of the provisions of this Article shall be returned to sender.

4. No official, appointee or employee or his spouse or minor child shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment in return for advice or assistance on matters concerning the operation or business of the Village of Hoffman Estates.

E. Use or Disclosure of Confidential Information. No current or former public official, appointee or employee shall use or disclose, other than in the performance of his official duties and responsibilities, confidential or other non-public information gained in the course of or by reason of his position or employment and identified to such official, appointee or employee in writing by the Corporation Counsel, Village Manager or Village Board as a confidential matter.

F. Regulations of Business While Official, Appointee or Employee is Associated. Whenever the Village Board or a committee or other subdivision thereof, or any Village department, agency, board, commission or any other body, undertakes consideration of any matter in which one of its members or employees has a financial interest, said member or employee shall refrain from all official activity respecting such matter and shall publicly state the nature and extent of his interest in the matter during any deliberation thereon. However, such an interested member or employee shall be considered present for purposes of establishing a quorum.

4. Conflict of Interest.

A. Interest in Village Business.

1. No official, appointee or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the Village of Hoffman Estates, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid either from the Village treasury or by an assessment levied by any ordinance. Money paid by the Village to an official, appointee or employee as compensation for property taken pursuant to the Village's eminent domain power shall not constitute a financial interest within the meaning of this Article. Unless sold pursuant to a process of competitive bidding following public notice, no official, appointee or employee shall have a financial interest in the purchase of any property that (1) belongs to the Village, or (2) is sold for taxes or assessments, or (3) is sold by virtue of legal process at the suit of the Village.

2. The foregoing notwithstanding, this provision shall not prohibit an official, appointee or employee from having a financial interest in any contract, work or business of the Village of Hoffman Estates, but only if:

a. The contract, work or business of the Village is awarded pursuant to a process of competitive bidding following public notice; and

b. The contract, work or business is with a person in which such interested official, appointee or employee has less than a five percent share in the ownership and from which he derived income of less than $25,000.00 during the preceding calendar year; and

c. Such interested official, appointee or employee publicly discloses the nature and extent of his interest prior to the commencement of any deliberations, or the taking of any official action, concerning the contract, work or business; and

d. Such interested official, appointee or employee abstains from deliberating or voting on, or taking any official action with respect to the contract, work or business; and

e. The award of the contract, work or business would not cause the aggregate amount of all such contracts, work or business so awarded to the same person in the same fiscal year to exceed $25,000.00.

B. Employment of Relatives; Restrictions.

1. For purposes of this Article, the following terms shall have the following meanings:

a. "Agency" shall mean the Village Board, any committee, or other subdivision thereof, as well as any Village department, agency, commission, board or other body.

b. "Relative" shall mean any person who is related to an official or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepbrother, stepsister, half brother or half sister.

c. "Employ" shall mean hire, appoint, promote, advance, transfer or in any other manner establish or alter the employment status of any person.

2. No official or appointee shall employ or advocate for employment, in any agency over which said official or appointee either serves or exercises jurisdiction or control, any person (i) who is a relative of said official or appointee or (ii) in exchange for or in consideration of the employment of any of said official's appointee's relatives by any other official, appointee or employee.

3. Any person employed after the enactment of this Article and in violation of this Code and in violation of this Article is not entitled to compensation, and money may not be paid from the Village treasury as compensation to an individual so employed.

C. Solicitation of Contributions. No person shall compel, coerce or intimidate any official, appointee or employee of the Village of Hoffman Estates into making, or refraining from making, any political contribution or into engaging in any form of political activity. Nothing herein shall be construed to prevent any such official, appointee or employee from making such a contribution or from engaging in political activity voluntarily.

5. Financial disclosure.

A. For purpose of this Article, each elected official of the Village, each appointee required by Chapter 127, Section 604A-101 of the Illinois Revised Statutes to file a statement of economic interest and each employee who is compensated for services as an employee at a rate of $35,000.00 per year or more shall be required to file a Village Statement of Economic Interest.

B. By May 1 of each year, such statement must be filed by each person whose position at that time requires him to file, unless he has already filed a statement in that calendar year. Such statement shall be a signed photocopy or signed duplicate of the Statement of Economic Interest as required by Chapter 127, Section 604A-101 of the Illinois Revised Statutes that is required to be filed with the County Clerk. Such statement shall be filed with the Village Clerk. If a person required to file such statement fails to file by May 1 of any year, the Village Clerk shall notify such person with seven days after May 1 of his or her failure to file and such person shall not be considered in violation of this Article until May 15 of any year for failure to file such statement.

6. Penalties for violation.

A. Penalties.

1. Any person found guilty of knowingly violating, disobeying, omitting, neglecting, or refusing to comply with any of the provisions of this Chapter, except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than $10.00 nor more than $500.00. Any such offenses may also be punishable as a misdemeanor by incarceration for a term not to exceed six months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended, and under the provisions of the Illinois Code of Criminal Procedures, as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal action subject to the provisions of the Illinois Code of Civil Procedures, as amended.

2. Prosecutions for violation of the provisions of the Chapter shall be initiated and prosecuted by the Corporation Counsel of the Village of Hoffman Estates.

3. The penalties provided in this Chapter do not limit either the power of the Village Board to discipline its members or the powers of any other Village department, agency, or commission to otherwise discipline officials, appointees or employees of the Village of Hoffman Estates.

4. Nothing in this Chapter is intended to or is to be construed as repealing in any way the provisions of any other law of the State of Illinois or ordinance of the Village of Hoffman Estates.

B. Void Contract; Invalid Licenses; Permits; Actions. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be void as to the Village of Hoffman Estates. Any permit, license, ruling, determination, or other official action of the Village Board, a committee or other subdivision thereof, or of any Village department, agency, board, commission, or other body, applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this Chapter shall be invalid and without any force or effect whatsoever.

C. Disgorging Corporation Opportunity. Any current or formal official, appointee or employee shall, upon demand of the Corporation Counsel, account for all benefits accruing to such official, appointee or employee as a result of any violation of the provisions of this Chapter. Any current or formal official, appointee or employee receiving any such benefits in violation of any of the provisions of this Chapter shall

disgorge such benefits and, in addition to any other penalty provided herein, shall be subject to a penalty equal to two times the amount of such benefits. In the event that any such official, appointee or employee refuses to account for benefits received in violation of any of the provisions of this Article, the Corporation Counsel may seek an accounting in a court of law.

D. Severability. If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this Chapter which can be given effect without the invalid application or provisions, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. It is hereby declared to be the legislative intent of the Village of Hoffman Estates that this Chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

7. Adoption of Act.

A. The State Gift Ban Act (5 ILCS 425 et seq.) is hereby adopted as required by Section 83 of the Act (5 ILCS 4285183).

B. The solicitation or the acceptance of gifts prohibited to be solicited or accepted under the Act is prohibited by any elected or appointed official or any employee of the Village.

C. Ethics Officer. To the extent authorized by law and to the extent required by Section 35 of the Act (5 ILCS 425/35), the Village Clerk is appointed to serve as the "ethics officer" of the Village. The ethics officer's duties shall be as provided in Section 35.

D. Existing Ethics Code. This Ordinance does not repeal or otherwise amend or modify Article 15-1 of the Hoffman Estates Municipal Code which regulates the conduct of Village officials and employees. To the extent that Article 15-1 is less restrictive than the State Gift Ban Act and this Article 15-2, then the provisions of Article 15-2 shall prevail in accordance with the provision of Section 95 of the Act (5 ILCS 425/95).

E. Future Amendments to State Gift Ban Act. Any amendment to the State Gift Ban Act (5 ILCS 425/1 et seq.) that becomes effective after the passage of this Article 15-2 shall be incorporated into this Article 15-2 by reference and shall be applicable to the solicitation and acceptance of gifts. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Article 15-2 by reference without formal action by the corporate authorities of the Village.

F. Future Declaration of Unconstitutionality of State Gift Ban Act.

1. If the Illinois Supreme Court declares the State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional in its entirety, then this Article 15-2 shall be repealed as of the date that the Supreme Court's decision becomes final and not subject to any further appeals or rehearings.

2. If the Illinois Supreme Court declares part of the State Gift Ban Act (5 ILCS 425/1 et seq.) unconstitutional but upholds the constitutionality of the remainder of the Act or does not address the remainder of the Act, then the remainder of the Act as adopted by this Article 15-2 shall remain in full force and effect; however, that part of this Article 15-2 relating to the part of the Act found unconstitutional shall be deemed repealed without further action by the corporate authorities of the Village.

G.

2024 SENIORITY ROSTER
(Effective 01/01/2024)

LIEUTENANTS/FIREFIGHTERS	RANK	EMPLOYMENT DATE
1. Mark Lauder	FF	02/16/98
2. Daniel Kurzawinski	FF	02/16/98
3. Daniel Grobe	FF	02/16/98
4. Timothy Beyer	LT	02/15/99
5. Daniel Dotlich	FF	06/01/99
6. Michael Lorkowski	FF	08/21/00
7. Steven Nusser	FF	09/11/00
8. John Beldin	FF	09/11/00
9. Kevin Arendt	LT	02/12/01
10. Robert Orr	CAPT	02/12/01
11. Matthew Fijalkowski	FF	10/15/01
12. James Kotrba	LT	10/15/01
13. Justin Schuenke	LT	02/11/02
14. Matthew Kaiser	FF	02/11/02
15. Scott Mullis	CAPT	02/11/02
16. Sean Joyce	LT	03/06/02
17. Brian Campbell	CAPT	10/16/02
18. Herbert Schmitt	FF	02/09/04
19. Charles Best	FF	02/09/04
20. Garrick Felz	FF	06/01/04
21. Thomas Zito	LT	02/14/05
22. Evan Von Qualen	FF	05/31/05
23. Timothy Stoub	FF	05/31/05
24. Kraig Olsen	LT	09/06/05
25. Robert Petz	FF	09/06/05

26. Chad Nevius	FF	09/06/05
27. Clement Pacific	FF	10/10/05
28. Shawn Kirby	FF	10/10/05
29. Jacob Szafranski	FF	02/13/06
30. Bart Needham	FF	02/13/06
31. Steven Furno	FF	08/07/06
32. Douglas Keifer	FF	01/29/07
33. Mark Kane	FF	02/12/07
34. David Leslie	FF	02/12/07
35. Scott Czaplicki	FF	02/12/07
36. Anthony Buckel	FF	02/19/07
37. Kyle Cioper	LT	09/04/07
38. Richard Anderson	CAPT	09/04/07
39. Dustin Eckardt	FF	02/11/08
40. Ryan Bebe	LT	02/11/08
41. Jeffrey Northrup	LT	02/11/08
42. Nicholas Forsythe	LT	02/11/08
43. Michael Czarnecki	FF	01/07/13
44. Michael Petrucci	FF	01/07/13
45. Taylor McIntyre	FF	01/07/13
46. Peter Behnke	FF	01/07/13
47. Kurt Lichtenberg	FF	10/06/14
48. William Gaydo	FF	10/06/14
49. Jonathon Drummer	FF	10/06/14
50. William Cannone	FF	10/06/14
51. Michael Clarke	FF	10/06/14
52. Kevin Sullivan	FF	12/08/14
53. Peter Merkel	FF	07/06/15
54. Devin DelRicco	FF	11/16/15
55. Brent Miller	FF	10/10/16

56. Benjamin Rittenhouse	FF	10/10/16
57. Christopher Kunder	FF	12/12/16
58. Nicholas Rybarczyk	FF	12/12/16
59. Kevin Mortensen	FF	01/09/17
60. Michael Kakovan	FF	03/27/17
61. Jared Deihs	FF	07/10/17
62. Vincent Bava	FF	07/10/17
63. Benjamin Olson	FF	07/10/17
64. Matthew Bracken	FF	07/10/17
65. Jack Campbell	FF	10/08/18
66. Eric Abrahamian	FF	10/08/18
67. Kimberlee Gaeding	FF	12/10/18
68. Nicholas Watson	FF	04/08/19
69. Joshua Wigutow	FF	04/08/19
70. Brandon Mitchell	FF	04/08/19
71. Blake Howard	FF	05/13/20
72. Steven Lindblom	FF	05/13/20
73. Shawn Jordan	FF	05/13/20
74. Simon Scholes	FF	05/13/20
75. Ian Rose	FF	10/06/20
76. Damian Pedersen	FF	12/07/20
77. Robert Cook	FF	01/04/21
78. Brian Manka	FF	01/04/21
79. Nicholas Kelm	FF	01/25/21
80. Charles Noorine	FF	09/20/21
81. Dylan Bremer	PFF	10/03/22
82. Brandan Sanders	PFF	10/03/22
83. Emma Gilhooly	PFF	10/03/22
84. Cassandra Laing	PFF	06/26/23
85. Claudia Kramer	PFF	06/26/23