

## Personnel Complaints

### 1009.1 PURPOSE AND SCOPE

This policy provides guidelines for the reporting, investigation and disposition of complaints regarding the conduct of members of the Hampshire Police Department. This policy shall not apply to any questioning, counseling, instruction, informal verbal admonishment or other routine or unplanned contact of a member in the normal course of duty, by a supervisor or any other member, nor shall this policy apply to a criminal investigation.

### 1009.2 POLICY

The Hampshire Police Department takes seriously all complaints regarding the service provided by the Department and the conduct of its members.

The Department will accept and address all complaints of misconduct in accordance with this policy and applicable federal, state and local law, municipal and county rules and the requirements of any collective bargaining agreements.

It is also the policy of this department to ensure that the community can report alleged misconduct without concern for reprisal or retaliation.

[See attachment: Hampshire Patrol 2020-2023 Agreement\\_Final 4-21-20](#)

### 1009.3 PERSONNEL COMPLAINTS

Personnel complaints include any allegation of misconduct or improper job performance that, if true, would constitute a violation of department policy or of federal, state or local law, policy or rule. Personnel complaints may be generated internally or by the public.

Inquiries about conduct or performance that, if true, would not violate department policy or of federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the response to specific incidents by the Department.

#### 1009.3.1 COMPLAINT CLASSIFICATIONS

Personnel complaints shall be classified in one of the following categories:

**Informal** - A matter in which the Chief of Police is satisfied that appropriate action has been taken by a supervisor of rank greater than the accused member.

**Formal** - A matter in which a supervisor determines that further action is warranted. Such complaints should be investigated by a supervisor of rank greater than the accused member or referred to the Chief of Police, depending on the seriousness and complexity of the investigation.

**Incomplete** - A matter in which the complaining party either refuses to cooperate or becomes unavailable after diligent follow-up investigation. At the discretion of the Chief of Police, such matters may be further investigated depending on the seriousness of the complaint and the availability of sufficient information.

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#### 1009.3.2 SOURCES OF COMPLAINTS

The following applies to the source of complaints:

- (a) Individuals from the public may make complaints in any form, including in writing, by email, in person or by telephone.
- (b) Any department member becoming aware of alleged misconduct by another department member shall immediately notify a supervisor.
- (c) Supervisors shall initiate a complaint based upon observed misconduct or receipt from any source alleging misconduct that, if true, could result in disciplinary action.
- (d) Anonymous and third-party complaints should be accepted and investigated to the extent that sufficient information is provided.
- (e) Tort claims and lawsuits may generate a personnel complaint.

#### **1009.4 AVAILABILITY AND ACCEPTANCE OF COMPLAINTS**

##### 1009.4.1 COMPLAINT FORMS

Personnel complaint forms will be maintained in a clearly visible location in the public area of the police facility and be accessible through the department website. Forms may also be available at other Village facilities.

Personnel complaint forms in languages other than English may also be provided, as determined necessary or practicable.

See attachment: [CITIZENS COMMENDATION/COMPLAINT FORM](#)

##### 1009.4.2 ACCEPTANCE

All complaints will be courteously accepted by any department member and promptly given to the appropriate supervisor. Although written complaints are preferred, a complaint may also be filed orally, either in person or by telephone. Such complaints will be directed to a supervisor. If a supervisor is not immediately available to take an oral complaint, the receiving member shall obtain contact information sufficient for the supervisor to contact the complainant. The supervisor, upon contact with the complainant, shall complete and submit a complaint form as appropriate.

Although not required, complainants should be encouraged to file complaints in person so that proper identification, signatures, photographs or physical evidence may be obtained as necessary.

#### **1009.5 DOCUMENTATION**

Supervisors shall ensure that all formal and informal complaints are documented on a complaint form. The supervisor shall ensure that the nature of the complaint is defined as clearly as possible.

All complaints and inquiries should also be documented in a log that records and tracks complaints. The log shall include the nature of the complaint and the actions taken to address the complaint. On an annual basis, the Department should audit the log and send an audit report to the Chief of Police or the authorized designee.

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### **1009.6 ADMINISTRATIVE INVESTIGATIONS**

Allegations of misconduct will be administratively investigated as follows.

#### **1009.6.1 SUPERVISOR RESPONSIBILITIES**

In general, the primary responsibility for the investigation of a personnel complaint shall rest with the member's immediate supervisor, unless the supervisor is the complainant, or the supervisor is the ultimate decision-maker regarding disciplinary action, or has any personal involvement regarding the alleged misconduct. The Chief of Police or the authorized designee may direct that another supervisor investigate any complaint.

A supervisor who becomes aware of alleged misconduct shall take reasonable steps to prevent aggravation of the situation.

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring that upon receiving or initiating any formal complaint, a complaint form is completed.
  - 1. The original complaint form will be directed to the Chief of Police, via the chain of command, who will take appropriate action and/or determine who will have responsibility for the investigation.
  - 2. In circumstances where the integrity of the investigation could be jeopardized by reducing the complaint to writing or where the confidentiality of a complainant is at issue, a supervisor shall orally report the matter to the Chief of Police, who will initiate appropriate action.
- (b) Responding to all complainants in a courteous and professional manner.
- (c) Resolving those personnel complaints that can be resolved immediately.
  - 1. Follow-up contact with the complainant should be made within 24 hours of the Department receiving the complaint.
  - 2. If the matter is resolved and no further action is required, the supervisor will note the resolution on a complaint form and forward the form to the Chief of Police.
- (d) Ensuring that upon receipt of a complaint involving allegations of a potentially serious nature, the Chief of Police is notified via the chain of command as soon as practicable.
  - 1. This notification is required when there are allegations of a failure to intervene, unreasonable uses of force, perjury, tampering with evidence, or other categories required under state law. The Chief of Police or authorized designee should take steps to notify the Illinois Law Enforcement Training and Standards Board (ILETSB) within seven days of the Department becoming aware of the allegation. After preliminary review by ILETSB, an investigation should be conducted, if necessary (50 ILCS 705/6.3).
- (e) Promptly contacting the Personnel Department and the Chief of Police for direction regarding their roles in addressing a complaint that relates to sexual, racial, ethnic, or other forms of prohibited harassment or discrimination.

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- (f) Forwarding unresolved personnel complaints to the Chief of Police, who will determine whether to contact the complainant or assign the complaint for investigation.
- (g) Informing the complainant of the investigator's name and the complaint number within three days after assignment.
- (h) Investigating a complaint as follows:
  - 1. Making reasonable efforts to obtain names, addresses, and telephone numbers of witnesses.
  - 2. When appropriate, ensuring immediate medical attention is provided and photographs of alleged injuries and accessible uninjured areas are taken.
- (i) Ensuring that the procedural rights of the accused member are followed.
- (j) Ensuring interviews of the complainant are generally conducted during reasonable hours.

#### 1009.6.2 ADMINISTRATIVE INVESTIGATION PROCEDURES

The following applies to members covered by the Uniform Peace Officers' Disciplinary Act:

- (a) Interviews of an accused member shall be conducted during reasonable hours and preferably when the member is on-duty. If the member is off-duty, he/she shall be compensated (50 ILCS 725/3.3).
- (b) Unless waived by the member, interviews of an accused member shall be at the Hampshire Police Department or other reasonable and appropriate place (50 ILCS 725/3.1).
- (c) The accused member shall be informed in writing of the interviewers and all persons who will be present on behalf of the Department during any interview. The accused member shall inform the Department of any person who will be present on his/her behalf during any interview (50 ILCS 725/3.4).
- (d) No more than two interviewers should ask questions of an accused member.
- (e) Prior to any interview, a member should be informed in writing of the nature of the investigation (50 ILCS 725/3.2).
- (f) All interviews should be for a reasonable period and the member's personal needs should be accommodated (50 ILCS 725/3.5).
- (g) No member should be subjected to offensive or threatening language, nor shall any promises, rewards, or other inducements be used to obtain answers (50 ILCS 725/3.6).
- (h) Any member refusing to answer questions directly related to the investigation may be ordered to answer questions administratively and may be subject to discipline for failing to do so.
  - 1. A member should be given an order to answer questions in an administrative investigation that might incriminate the member in a criminal matter only after the member has been given a *Garrity* advisement and after the investigator has consulted with the prosecuting agency. Administrative investigators should

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consider the impact that compelling a statement from the member may have on any related criminal investigation and should take reasonable steps to avoid creating any foreseeable conflicts between the two related investigations. This may include conferring with the person in charge of the criminal investigation (e.g., discussion of processes, timing, implications).

2. No information or evidence administratively coerced from a member may be provided to anyone involved in conducting the criminal investigation or to any prosecutor.
  - (i) The interviewer shall record all interviews of members and witnesses. The member may also record the interview. If the member has been previously interviewed, a copy of that recorded interview shall be provided to the member prior to any subsequent interview (50 ILCS 725/3.7).
  - (j) No member shall be interviewed without first being advised in writing that admissions made in the course of the interview may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge. In addition, no member shall be interviewed without first being advised in writing that he/she has the right to counsel of his/her choosing, and that counsel may be present to advise him/her at any stage of any interview (50 ILCS 725/3.8).
  - (k) All members subjected to interviews that could result in discipline have the right to have representation by counsel of the member's choosing and may request counsel at any time before or during an interview. When a request for counsel is made, the interview shall not proceed until a reasonable time and opportunity are provided to the member to obtain counsel. If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, the representative shall be present during the interview, unless this requirement is waived by the member being interviewed (50 ILCS 725/3.9). However, in order to maintain the integrity of each employee's statement, involved employees shall not consult or meet with a representative or attorney collectively or in groups prior to being interviewed.
  - (l) All members shall provide complete and truthful responses to questions posed during interviews.
  - (m) No member may be compelled to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the member's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his/her record (50 ILCS 725/3.11).
  - (n) These provisions do not apply to any member charged with violating any provisions of the Criminal Code of 2012, or any other federal, state, or local criminal law (50 ILCS 725/5).

### 1009.6.3 ADMINISTRATIVE INVESTIGATION FORMAT

Formal investigations of personnel complaints shall be thorough, complete and essentially follow this format:

**Introduction** - Include the identity of the members, the identity of the assigned investigators, the initial date and source of the complaint.

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**Synopsis** - Provide a brief summary of the facts giving rise to the investigation.

**Summary** - List the allegations separately, including applicable policy sections, with a brief summary of the evidence relevant to each allegation. A separate recommended finding should be provided for each allegation.

**Evidence** - Each allegation should be set forth with the details of the evidence applicable to each allegation provided, including comprehensive summaries of member and witness statements. Other evidence related to each allegation should also be detailed in this section.

**Conclusion** - A recommendation regarding further action or disposition should be provided.

**Exhibits** - A separate list of exhibits (e.g., recordings, photos, documents) should be attached to the report.

#### 1009.6.4 DISPOSITIONS

Each personnel complaint shall be classified with one of the following dispositions:

**Unfounded** - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded.

**Exonerated** - When the investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

**Not sustained** - When the investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

**Sustained** - When the investigation discloses sufficient evidence to establish that the act occurred and that it constituted misconduct.

If an investigation discloses misconduct or improper job performance that was not alleged in the original complaint, the investigator shall take appropriate action with regard to any additional allegations.

#### 1009.6.5 COMPLETION OF INVESTIGATIONS

Allovert internal investigations should be concluded no more than 30 days from the date of the complaint is made unless an extension is granted by the Chief of Police. The accused employee shall be notified of any delay in the investigation.

#### 1009.6.6 NOTICE TO COMPLAINANT OF INVESTIGATION STATUS

The member conducting the investigation should provide the complainant with periodic updates on the status of the investigation, as appropriate.

### **1009.7 ADMINISTRATIVE SEARCHES**

Assigned lockers, storage spaces and other areas, including desks, offices and vehicles, may be searched as part of an administrative investigation upon a reasonable suspicion of misconduct.

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Such areas may also be searched any time by a supervisor for non-investigative purposes, such as obtaining a needed report, radio or other document or equipment.

### **1009.8 ADMINISTRATIVE LEAVE**

When a complaint of misconduct is of a serious nature, or when circumstances indicate that allowing the accused to continue to work would adversely affect the mission of the Department, the Chief of Police or the authorized designee may temporarily assign an accused employee to administrative leave. Any employee placed on administrative leave:

- (a) May be required to relinquish any department badge, identification, assigned weapons and any other department equipment.
- (b) Shall be required to continue to comply with all policies and lawful orders of a supervisor.
- (c) May be temporarily reassigned to a different shift, generally a normal business-hours shift, during the investigation. The employee may be required to remain available for contact at all times during such shift, and will report as ordered.

### **1009.9 CRIMINAL INVESTIGATION**

Where a member is accused of potential criminal conduct, a separate supervisor or investigator shall be assigned to investigate the criminal allegations apart from any administrative investigation. Any separate administrative investigation may parallel a criminal investigation.

The Chief of Police shall be notified as soon as practicable when a member is accused of criminal conduct. The Chief of Police may request a criminal investigation by an outside law enforcement agency.

A member accused of criminal conduct shall be provided with all rights afforded to a civilian. The member should not be administratively ordered to provide any information in the criminal investigation.

The Hampshire Police Department may release information concerning the arrest or detention of any member, including an officer, that has not led to a conviction.

No disciplinary action should be taken until an independent administrative investigation is conducted.

### **1009.10 POST-ADMINISTRATIVE INVESTIGATION PROCEDURES**

Upon completion of a formal investigation, an investigation report should be forwarded to the Chief of Police through the chain of command. Each level of command should review the report and include his/her comments in writing before forwarding the report. The Chief of Police may accept or modify any classification or recommendation for disciplinary action.

#### **1009.10.1 CHIEF OF POLICE RESPONSIBILITIES**

The Chief of Police may make recommendations regarding the disposition of any allegations and the amount of discipline, if any, to be imposed.

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When forwarding any written recommendation to the Chief of Police, the Chief of Police shall include all relevant materials supporting the recommendation. Actual copies of a member's existing personnel file need not be provided and may be incorporated by reference.

### 1009.10.2 CHIEF OF POLICE RESPONSIBILITIES

Upon receipt of any written recommendation for disciplinary action, the Chief of Police shall review the recommendation and all accompanying materials. The Chief of Police may modify any recommendation and/or may return the file to the Chief of Police for further investigation or action.

Once the Chief of Police is satisfied that no further investigation or action is required by staff, the Chief of Police shall determine the amount of discipline, if any, that should be imposed. In the event disciplinary action is proposed, the Chief of Police shall provide the member with a written notice and the following:

- (a) Access to all of the materials considered by the Chief of Police in recommending the proposed discipline.
- (b) An opportunity to respond orally or in writing to the Chief of Police within five days of receiving the notice.
  - 1. Upon a showing of good cause by the member, the Chief of Police may grant a reasonable extension of time for the member to respond.
  - 2. If the member elects to respond orally, the presentation shall be recorded by the Department. Upon request, the member shall be provided with a copy of the recording.

Once the member has completed his/her response or if the member has elected to waive any such response, the Chief of Police shall consider all information received in regard to the recommended discipline. The Chief of Police shall render a timely written decision to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Chief of Police has issued a written decision, the discipline shall become effective.

### 1009.10.3 NOTICE OF FINAL DISPOSITION TO THE COMPLAINANT

The Chief of Police or the authorized designee should ensure that the complainant is notified of the disposition (i.e., sustained, not sustained, exonerated, unfounded) of the complaint.

### **1009.11 PRE-DISCIPLINE EMPLOYEE RESPONSE**

The pre-discipline process is intended to provide the accused employee with an opportunity to present a written or oral response to the Chief of Police after having had an opportunity to review the supporting materials and prior to imposition of any recommended discipline. The employee shall consider the following:

- (a) The response is not intended to be an adversarial or formal hearing.
- (b) Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.



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- (c) The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Chief of Police to consider.
- (d) In the event that the Chief of Police elects to cause further investigation to be conducted, the employee shall be provided with the results prior to the imposition of any discipline.
- (e) The employee may thereafter have the opportunity to further respond orally or in writing to the Chief of Police on the limited issues of information raised in any subsequent materials.

### **1009.12 RESIGNATIONS/RETIREMENTS PRIOR TO DISCIPLINE**

In the event that a member tenders a written resignation or notice of retirement prior to the imposition of discipline, it shall be noted in the file. The tender of a resignation or retirement by itself shall not serve as grounds for the termination of any pending investigation or discipline.

### **1009.13 POST-DISCIPLINE APPEAL RIGHTS**

Non-probationary employees have the right to appeal a suspension without pay, punitive transfer, demotion, reduction in pay or step, or termination from employment. The employee has the right to appeal as provided by law or the applicable collective bargaining agreement (55 ILCS 5/3-8014; 65 ILCS 5/10-2.1-17; 65 ILCS 5/10-1-45).

### **1009.14 PROBATIONARY EMPLOYEES AND OTHER MEMBERS**

At-will and probationary employees and members other than non-probationary employees may be disciplined and/or released from employment without adherence to any of the procedures set out in this policy, and without notice or cause at any time. These individuals are not entitled to any rights under this policy. However, any of these individuals released for misconduct should be afforded an opportunity solely to clear their names through a liberty interest hearing, which shall be limited to a single appearance before the Chief of Police or the authorized designee.

Any probationary period may be extended at the discretion of the Chief of Police in cases where the individual has been absent for more than a week or when additional time to review the individual is considered to be appropriate.

### **1009.15 RETENTION OF PERSONNEL INVESTIGATION FILES**

All personnel complaints shall be maintained in accordance with the established records retention schedule and as described in the Personnel Records Policy.

### **1009.16 MANDATORY NOTIFICATION TO THE ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD**

The Chief of Police or the authorized designee shall notify the ILETSB when (50 ILCS 705/6.2; 50 ILCS 705/9.2):

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- (a) Any final determination of willful violation of Hampshire Police Department policy, official misconduct, or violation of law results in:
  - 1. Discharge or dismissal.
  - 2. A suspension of at least 10 days, or
  - 3. An official investigation pursuant to Hampshire Police Department policy.
- (b) An allegation of misconduct or regarding truthfulness as to a material fact, bias, or integrity is made.
- (c) An officer resigns during the course of an investigation and after being served notice of the investigation.

The notification shall occur within 10 days of a final decision and exhaustion of any appeal, or resignation, and shall provide information regarding the nature of the violation.

## **Attachments**

**Hampshire Patrol 2020-2023  
Agreement\_Final 4-21-20.pdf**

AGREEMENT  
Between the  
ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

and

VILLAGE OF HAMPSHIRE  
(Patrol)

May 1, 2020 through April 30, 2023

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## **PREAMBLE**

This Agreement is entered into by the Village of Hampshire (hereinafter referred to as the Village or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.1 Recognition.**

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-07-029 the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for employees in the following unit:

- Included: All full-time sworn peace officers below the rank of Sergeant
- Excluded: All full-time sworn peace officers in the ranks of Sergeant, Lieutenant and Chief; all other employees; the elected officials including council members; and all supervisors, confidential and managerial employees, as defined by the Illinois Public Labor Relations Act.

## **Section 1.2 Bargaining Unit Work**

The Village may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours worked by bargaining unit members. Part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. In addition, the use of part-time employees will not result in a reduction of bargaining unit members, and the use of part-time employees will not be increased when a reasonable need exists to increase the full-time manpower of the police force.

## **Section 1.3 Probationary Period**

The probationary period for pre-certified employees shall be twelve (12) months in duration. The probationary period for non-certified employees shall be eighteen (18) months in duration. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer, retains and reserves unto itself all powers, rights, authority duties, and responsibilities conferred upon and vested in it by state or federal statute. These include, but are not limited to the following rights: (a) the full authority and responsibility for directing its operations and determining policy; (b) to manage its affairs and determine the quantity and quality of services to be rendered, the equipment to be used, and the discontinuance of any services, material or methods of operation; (c) to introduce new equipment, technology, methods, or processes and to decide on materials and equipment to be purchased; (d) to determine the number, location and type of facilities; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign and lay off employees; (g) to direct the workforce, assign work, and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications, and; (i) to establish and/or revise reasonable performance standards or norms; (j) to determine the number of hours to be worked and to establish work schedules; (k) to adopt, revise and enforce reasonable work rules and requirements; (l) to transfer, promote and demote employees; (m) to determine the qualifications and competency of employees to perform available work. The Employer maintains all other authority except as expressly and specifically amended, changed, limited or modified by this Agreement.

### **ARTICLE III**

#### **BARGAINING RIGHTS**

The Union and all bargaining unit members shall maintain all rights protected under law. This includes the right to bargain collectively with regard to Employer changes that directly affect wages, hours and working conditions.

### **ARTICLE IV**

#### **FOP LABOR COUNCIL SECURITY AND RIGHTS**

##### **Section 4.1 Dues Deductions**

While this Agreement is in effect, the Employer will deduct from each Employee's paycheck the appropriate dollar amount of Labor Council dues for each employee in the bargaining unit who has filed with the Village, a voluntary, written authorization form (attached hereto as Appendix "B"), authorized by the Labor Council. The Labor Council will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10<sup>th</sup>) day of the month following deduction. Any Labor Council member desiring to revoke the dues authorization may do so by written notice to the Council and the Employer by certified mail, return receipt requested, at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

##### **Section 4.2 Fair Share Fee**

Any present employee who is not a member of the Labor Council shall have deducted from his pay and transmitted to the Labor Council a fair share fee (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for Labor Council membership shall, commencing (30) thirty days after employment, also have deducted from their pay and transmitted to the Labor Council a fair share fee of the cost of the collective bargaining process and contract administration.

##### **Section 4.3 FOP Labor Council Indemnification**

The FOP Labor Council shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or

otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of the Article.

## **ARTICLE V**

### **NON-DISCRIMINATION**

#### **Section 5.1 Use of Masculine Pronoun**

The Use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

## **ARTICLE VI**

### **LABOR MANAGEMENT MEETINGS**

#### **Section 6.1 Meeting Request**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a “labor-management meeting”. Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees; and
- (d) Safety issues.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

#### **Section 6.2 Exclusivity of Meetings**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at “labor management meetings”, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

### **Section 6.3 Employee Attendance at Meeting**

Attendance at labor management meetings shall be voluntary on the employees' part. If an employee is selected to represent the Union at the meeting, his/her attendance shall be considered work time. This means that time spent at such meetings will be compensated as time worked, unless an employee needs to be called in from an off shift to attend the meeting; such time spent during the meeting will be unpaid. If the work schedule of the Stewards of the bargaining unit does not allow for attendance, appropriate release time will be granted.

## **ARTICLE VII**

### **LABOR COUNCIL REPRESENTATION**

#### **Section 7.1 Right of Entry**

Authorized representatives of the Labor Council Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement provided: 1) the union representative must notify and gain consent of the Police Chief/Designee, in advance of his or her intent to visit – such consent not to be unreasonably denied; 2) visits must be at reasonable times and for reasonable lengths; and 3) visits cannot interfere with operations.

#### **Section 7.2 Union Stewards**

The Village recognizes the right of bargaining unit employees to select Union Stewards. The Labor Council shall provide the Chief of Police with the name(s) of any Union Stewards selected by the bargaining unit. Whenever possible, grievances will be held during the Steward's shift(s) so that Stewards do not need to be called back to handle grievances or other issues.

#### **Section 7.3 Activity During Work Hours**

Stewards can conduct union activities, limited to the purposes of investigating grievances, resolving disputes, and ascertaining that the Agreement is being adhered to, during working hours on Employer premises if it does not interfere with operations and upon notification to the Police Chief/Designee.

Reasonable time while on duty will be permitted a Steward for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, if it does not interfere with operations. Before engaging in such activities, the Steward will notify his sergeant. Such reasonable time shall be without loss of pay.

In addition Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay during work hours, if on duty, to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer, at the premises of the Employer, if by virtue of their position with the Labor Council, their attendance is necessary.

#### **Section 7.4 Attendance at Meetings**

The Employer agrees that the duly authorized representatives of the Labor Council bargaining unit shall be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the Employer.

#### **Section 7.5 Representation**

At the employee's request, a Union Steward or Labor Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. The interview shall be reasonably delayed to allow the employee an opportunity to have a Union Steward or Labor Council representative present.

#### **Section 7.6 Labor Council Negotiating Team**

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

#### **Section 7.7 Delegates**

Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer, at least thirty (30) days in advance of the leave requested, and the request does not conflict with any other officer's previously approved time off.

**ARTICLE VIII**

**INDEMNIFICATION**

**Section 8.1 Employer Responsibility**

The Village shall be responsible for, hold employees harmless from and pay for damages or moneys, which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, provided the conduct and actions are as a result of and within the scope of employment as defined and limited by applicable Illinois statute

**Section 8.2 Legal Representation**

If a civil action is brought against an employee covered by this agreement for acting in his/her capacity as a police officer, the Village shall provide legal representation resulting from or arising out of the police officer's performance of his/her duties.

**Section 8.3 Cooperation**

Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this article.

**Section 8.4 Applicability**

The Village will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in Section 3, with the Village in the defense of the action or actions or claim.

**ARTICLE IX**

**HOURS OF WORK AND OVERTIME**

**Section 9.1 Departmental Work Schedule**

The normal workday for Patrol shall consist of eight (8) hours (including a thirty (30) minute paid lunch period). Employees are also entitled to two (2) fifteen (15) minute paid breaks. The normal hours of work shall consist of three (3) permanent eight 8-hour shifts per day. The normal workweek shall consist of five (5) consecutive workdays, followed by two (2) consecutive days off.

The normal workday for personnel in other divisions shall be as dictated by the appropriate division (including a paid lunch period and paid breaks).

Employees shall bid shifts on a seniority basis once a year. Seniority shall be based upon continuous full-time service within the department. Thirty days prior to October 1<sup>st</sup> of each year or thirty (30) days after the execution of this agreement,



whichever comes first, bargaining unit members shall submit bids on shift requests (first, second and third choice). These bids shall be honored based on seniority.

The work schedule shall not be changed or adjusted except in cases of emergencies. The Village will not make more than two (2) changes to an employee's schedule per work cycle (exclusive of voluntary trades). A work cycle shall consist of twenty-eight (28) days.

Schedules for bargaining unit members shall be posted in October of each year for the following calendar year.

(Each August 1<sup>st</sup> of this Agreement, the Village and the Labor Council may meet and explore various schedules for possible implementation beginning with the next shift bid as provided for in this Section, and any modifications to other affected Articles and Sections with any anticipated execution thereof.)

### **Section 9.2 Trading Shifts**

Employees shall be allowed to trade shifts, within the same pay period, when it is requested in writing by an employee, signed by the employee involved and approved by the Shift Supervisor or his/her designee, the approval of which shall not be unreasonably denied. The Village shall provide an explanation for any such denial.

### **Section 9.3 Overtime Pay**

An employee shall be paid one and one-half (1 ½) times the regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the employee's workday and any hours over forty (40) in the regular workweek. Paid lunch and break time shall be included in hours worked for purposes of computing overtime under this section. All approved paid time off (vacation, sick, personal) will be treated as hours worked for purposes of calculating overtime. For purposes of calculating overtime, all compensable hours shall count as hours worked, excluding Holiday Pay as provided for in Section 13.1 of this Agreement, as Holiday Pay is not time off, and is not considered time worked for purposes of computing overtime.

### **Section 9.4 No pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

### **Section 9.5 Court Time**

- A. Employees covered by this Agreement who are required to attend court, inquests or obtain warrants outside their regularly scheduled work hours shall be compensated at their regular rate, unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater.

Each employee subpoenaed to appear in any court, whether it be criminal, civil, or Administrative Hearing, concerning matters arising from the performance of their duties, during non-duty hours (on a scheduled work day), shall be compensated at their regular rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater. If the subpoena is for a civil case and any witness fees are paid to the officer, such fees must be turned over to the Village in order for the officer to receive pay. If an officer is subpoenaed on their scheduled day off, said officer shall be compensated at their regular hourly rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of three (3) hours or time served whichever is greater. Officers will be paid for lunch periods if required to return for further testimony after the lunch period on said day.

- B. Officers subpoenaed to appear in a court outside the corporate limits of the Village, shall be compensated at their regular rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their regular straight time hourly rate of pay. The officer will be guaranteed a minimum of three (3) hours and in addition, be reimbursed for mileage and other reasonable necessary expenses, unless a Village car is provided.
- C. Officers who are subpoenaed within their work function whose subpoena is later canceled will be given as much notice as possible of such cancellation. Subpoena cancellations not given with eight (8) hours of the subpoena time will result in the minimum court allowance payment to the officer as provided for above.

#### **Section 9.6 Stand-By (On-Call) Pay**

Whenever an employee is required to be on stand-by (on-call), excluding court time, on his/her off time, the employee shall be compensated at the overtime rate of time and one-half (1 ½) with a guaranteed minimum of two (2) hours or stand-by (on-call) time served, whichever is greater.

#### **Section 9.7 Computation of Hourly Salary**

For the purposes of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2080 hours and their base pay.

#### **Section 9.8 Overtime Work**

**Scheduled Overtime:** Whenever practicable, overtime will be scheduled on a voluntary basis, offered first to those officers scheduled as off and from the same shift as the manpower need. Secondly, overtime will be offered to patrol officers, in four (4) hour

blocks. These selections will be offered and filled utilizing the rotating call-in roster. If the overtime continues to remain unfilled, an on-duty officer, in an inverse order of seniority, may be ordered to stay and the officer, in an inverse order of seniority, scheduled to relieve that shift, may be ordered to come in early to man the shift. Special Duty Overtime, shall be determined by shift and seniority basis. Officers must sign up for the Special Duty within five (5) days of posting and must provide forty-eight (48) hours' notice prior to removing their name from the assignment.

**Non-scheduled Overtime:** Non-scheduled overtime or a sick leave call-off with a notification of eight (8) hours or greater prior to the start of the shift, shall be filled by utilization of a "call in" roster of which shall be posted. This roster shall include all officers in order of seniority. When the above overtime occurs, the first available officer on the list shall be offered the overtime in question offered in four (4) hour blocks. As an employee is offered, and either accepts or rejects the overtime assignment, he/she shall then rotate to the bottom of the roster. If, after all available officers on this roster have been offered the overtime the overtime remains unfilled, the officer on the outgoing shift (on inverse seniority) may be ordered to stay to cover the first four (4) hours of said shift, and the officer on the incoming shift (on inverse seniority) may be ordered in early to cover the remaining four (4) hours of said shift. If a sick leave call-off notification is within less than eight (8) hours prior to the start of the shift, the scheduler or shift supervisor will be allowed to hold over or call in the least senior officer of said shift.

### **Section 9.9 Call Back**

A "call back" is defined as an employee's assignment of work, which does not continually precede or follow an employee's regularly scheduled working hours. This is distinguished from a "holdover" where the officer must work extra time immediately after his/her shift or "early start" where the officer is called in early immediately preceding his/her shift. Employees "called back" to the Employer's premises at a specified time on a regularly scheduled work day shall be paid for a minimum of two (2) hours, or be compensated for the actual time worked, whichever is greater, at the regular straight time hourly rate of pay unless exceeding forty (40) hours, then at one and one-half (1 ½) times their regular straight time hourly rate of pay. If the employee is "called back" on a regularly scheduled day off, the employee shall be compensated at the regular straight time hourly rate of pay unless exceeding forty (40) hours then at one and one-half (1 ½) times their regular straight time hourly rate of pay for a minimum of three (3) hours, or be compensated for the actual time worked, whichever is greater.

### **Section 9.10 Payroll Checks**

Payroll checks shall be ready for issuance and issued by 0900 hours on Friday or directly deposited in employee's account by that time.

**Section 9.11 Compensatory Time**

At the employee’s request, compensatory time may be elected in lieu of overtime. Compensatory time will be calculated at the rate of 1-1/2 hours for each hour of overtime worked, Compensatory time will be allowed to accumulate or “banked” for up to a total of 40 hours. If banked compensation time has not been used by the officer’s annual anniversary date (original date of hire), it will automatically be paid (cashed) out to the officer at the original accumulation rate of pay. Thus, a zero balance will remain in the officer’s compensation bank.

An employee desiring to schedule compensatory time off shall submit an Overtime request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Police Chief or their designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Article 15.1 however, the Police Chief (or his designee), may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of the Police Chief (or his designee), it is determined that the patrolman can use compensatory time off on that shift without adversely affecting staffing levels. Compensatory time shall be at the discretion of the Chief of Police. Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

**ARTICLE X**

**EMPLOYEE SECURITY/DISCIPLINE**

**Section 10.1 Just cause standard**

No employee covered by this Agreement shall be disciplined without just cause.

**Section 10.2 Discipline**

The Employer agrees to normally follow the tenets of progressive and corrective discipline, except that the level of discipline shall fit the seriousness of the infraction and therefore steps in the progressive discipline process may be skipped. The parties further agree that oral or written warnings shall be expunged from an employee’s personnel and/or disciplinary file(s) six (6) months after the warning is received by the employee provided there has been no repetition of the offense within that six (6) month period. The parties further agree that all disciplinary actions shall be expunged from an employee’s personnel and/or disciplinary file(s) one (1) year after the discipline is received by the employee so long as there has been no repetition of the offense during the one (1) year period. All such expungements shall take place upon written request by the employee to the Chief of Police.

### **Section 10.3 Employee Notification**

A copy of any disciplinary action or material related to an employee's performance which is placed in the personnel and/or disciplinary file(s) shall be sent to the officer within seven (7) calendar days of being placed into said file.

### **Section 10.4 Prediscipline Meeting**

Before imposition of any discipline upon an employee, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on/or to respond to such charges.

Before imposition of any suspension or discharge upon an employee, the Employer shall provide such employee, if that employee chooses to be heard on pending charges, the opportunity to have a Labor Council representative present.

If an investigatory meeting is necessary before issuance of discipline, an employee who so chooses will be given the opportunity to have a Labor Council representative present.

### **Section 10.5 Personnel Files**

Upon written request of an employee, at a time and place agreeable to the Employer no later than seven (7) calendar days in accordance with the Personnel Records Review Act, the Employer shall permit said Employee to inspect and copy, any information in their personnel file. The employee will be allowed to inspect and copy any information in their personnel file. The employee may also insert a written reply to any adverse documentation contained in the personnel file. The employee's written reply shall be permanently attached to the adverse documentation and shall become a permanent part of the employee's personnel file. The employee's written reply shall be included whenever such disputed documentation is released to a third party. The Employer shall comply with the provisions of the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.*, as amended.

### **Section 10.6 Document Review**

The Labor Council or a representative may request to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

### **Section 10.7 Use of Unfounded or Exonerated Material**

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings, and such materials shall be permanently removed from the employee's personnel records.

### **Section 10.8 Investigation of Employee**

In any "informal inquiry" whether written or oral, as that term is defined in 50 ILCS 725/1 *et seq.*, affected employees will be told the purpose of the inquiry prior to such questioning. In addition, in any meeting called by command or supervisory personnel, in which an employee reasonably believes that discipline will result from the meeting, the employee may request that a representative of his choosing be present. The Uniform Police Officer's Disciplinary Act shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein as Appendix "C". Counseling and discipline of employees shall be conducted in such a manner so as not to publicly embarrass or humiliate the employee.

### **Section 10.9 Disciplinary Appeals**

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article XI of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article XI of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire

and Police Commissioners. The Village Board of Fire and Police Commissioners is divested of jurisdiction to hear disciplinary charges.

Discipline that does not involve a termination or suspension (e.g., oral and written reprimands) may only be grieved through Step 3 of the grievance procedure and may not be submitted to arbitration.

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

## **ARTICLE XI**

### **GRIEVANCE PROCEDURE**

#### **Section 11.1 Definition**

For purposes of this Agreement, a grievance is defined as any dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

#### **Section 11.2 Representation**

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

#### **Section 11.3 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant first became aware, or should have become aware through due diligence of the event giving rise to the grievance. A grievance may be initiated by the Labor Council or an aggrieved employee. If the Village fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limits. A grievance shall be processed as follows:

#### **STEP 1:**

Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix "D") to the employee's immediate supervisor or his/her designee indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision

or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor or his/her designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

**STEP 2:**

If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police or his/her designee within seven (7) calendar days after receipt of the Employer's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or his/her designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Chief of Police or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within seven (7) calendar days following their meeting.

**STEP 3:**

If the grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Village Administrator or his/her designee within seven (7) calendar days after receipt of the Employer's answer in Step 2. The Village Administrator or his/her designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within seven (7) calendar days following their meeting.

**Section 11.4 Arbitration**

If the grievance is not settled in Step 3, and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below within fourteen (14) calendar days of receipt of the Village Administrator's written answer as provided to the Labor Council at Step 3.

- (a) In the event the parties are unable to agree upon an arbitrator, within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and



request that a next panel be submitted. Both the Village and Labor Council shall alternately strike names from the panel. The Village shall be the first to strike. The remaining person 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 Labor Council and Village representatives.
- (c) The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council 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 the later.
- (e) More than one (1) grievance can 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 any, shall be divided equally between the Village and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 11.5 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. Any decision or award of the arbitrator rendered within the limitation of this Section 5 shall be final and binding upon the Village, the Labor Council and the employees covered by this Agreement.

#### **Section 11.6 Employee Rights**

Employees, except for probationary employees, shall have the right to file grievances on any discipline cases. However, only cases of suspension or discharge of non-probationary employees shall be subject to the arbitration process of this agreement.

#### **Section 11.7 Union Representatives**

The Village recognizes the right of bargaining unit employees to select Union Representatives. The Labor Council shall provide the Chief of Police with the name(s) of any Union Representatives selected by the bargaining unit.

**ARTICLE XXII**

**NO STRIKE OR LOCK OUT**

**Section 12.1 No Strike**

Neither the Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement.

**Section 12.2 No Lock Out**

The Village will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

**Section 12.3 Judicial Restraint**

Nothing contained herein shall preclude the Village or the Labor Council from seeking judicial restraint and damages in the event the other party violates this Article.

**ARTICLE XIII**

**HOLIDAYS**

**Section 13.1 Holidays**

The employees shall receive a regular day's pay, of eight (8) hours, for each of the following paid holidays per year:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Eve Day
Spring Holiday	Christmas Day
(Friday before Easter)	New Year's Eve

Holidays shall accrue for all employees on the actual day of the holiday.

**Section 13.2 Eligibility**

Employees must either work or be in paid leave status during the last scheduled day prior to and after the holiday(s) occur in order to receive holiday pay. Periods of layoff are not considered to be paid leave status for the purpose of this Article.

### **Section 13.3 Personal Day**

In addition to the holidays specified above, each employee covered by this Agreement shall be granted one (1) Floating Personal Day of eight (8) hours each year during the life of this Agreement. Employees must schedule use of the Floating Personal Day with the employee's supervisor, and such request shall not be unreasonably denied.

In addition, at the option of the employee, employees shall have the right to convert one (1) day of sick leave to one (1) day of personal leave each year provided that the employee has taken no more than four (4) days of sick leave hours between May 1<sup>st</sup> and April 30<sup>th</sup> of the previous year.

### **Section 13.4 Holiday Pay**

All employees not scheduled to work on a holiday shall receive their regularly scheduled number of work hours for one day of work at their regular straight time hourly rate of pay for that holiday. Employees who work on a holiday shall be compensated at their regular straight time hourly rate of pay for all time actually worked on such holiday, unless exceeding forty (40) then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked, in addition to holiday pay.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

When an employee is called in from his/her regular day off on the actual day of a holiday the employee shall be paid one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

Employees working on Independence Day, Thanksgiving Day and Christmas Day holidays shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in addition to Holiday Pay as provided for Section 13.1 of this Article.

A holiday shall cover a twenty-four (24) hour period beginning with the start of the third (overnight) shift on the day of the holiday or immediately preceding (within two (2) to three (3) hours) the holiday and continue until the afternoon shift is completed on the same day.

### **Section 13.5 Holiday During Vacations**

When a holiday falls during an employee's vacation, the employee shall have the option of eight (8) hours of pay for the holiday, having an additional day off at the beginning or end of his/her vacation or within thirty (30) days thereof, in lieu of holiday pay or not be charged vacation leave for said days. This election must be made by the employee when he/she schedules his/her vacation.

If an employee is called back from vacation to work, it shall be for the entire shift. Additionally, at the employee's option, said employee will be allowed to rebank said vacation day, to be taken at a later date, or receive the additional days pay.

**Section 13.6 Holiday Hours Defined**

A holiday shall cover a twenty-four (24) hour period. For example, if the overnight shift starts at 10:00 p.m. (2200 hours), the Christmas Day would be defined from 10:00 p.m. (2200 hours) on December 24th until 9:59 p.m. (2159 hours) on December 25th.

**ARTICLE XIV**

**SENIORITY, LAYOFF AND RECALL**

**Section 14.1 Definition of Seniority**

Seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the Village. Seniority shall be used when determining layoffs, vacation preferences and all other past practices in which seniority is a factor. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee higher ranking being the most senior.

**Section 14.2 Seniority List**

On or before January 1<sup>st</sup> each year, the Employer shall prepare and forward to the Labor Council a list setting forth the present seniority dates for all employees covered by this Agreement and the list shall become effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1<sup>st</sup> each year the Employer will post and provide the Labor Council with a seniority list setting forth each employee's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

**Section 14.3 Layoff**

If the Employer so determines that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All employees and the Labor Council shall receive notice in writing of the layoffs at least thirty (30) days in advance of the effective date of the layoff. Prior to laying off any full-time non-probationary sworn employees covered by this Agreement, first all part-time or temporary employees, then all probationary employees functioning within the Police Department shall be laid off or terminated as the case may be. The Employer shall not hire or contract out to other parties to perform the duties that employees perform while there are bargaining unit members on layoff, unless the contracting out is to cover a special event and/or is for a period not to exceed two (2) weeks.

#### **Section 14.4 Termination of Seniority**

Employee's seniority may be broken only when he/she:

- (a) quits;
- (b) is discharged for just cause;
- (c) fails to return in accordance with the terms of recall from layoff;
- (d) fails to return from an approved leave of absence; or
- (e) fails to report to work without calling in for three (3) consecutive work days, unless the failure to notify the Employer is due to exigent circumstances beyond the employee's control.

#### **Section 14.5 Recall**

Employees who are laid off shall be placed on a recall list and remain eligible for a recall for a minimum of twelve (12) months. If there is a recall, "Bargaining Unit" Employees, who are eligible for a recall, shall be recalled in order of seniority, (the most senior being the first to be recalled) and given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Village of his/her intention to return to work within seven (7) calendar days after receiving notice of recall. The employee will be expected to report to work seven (7) calendar days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his/her latest mailing address. If an employee fails to timely respond to a recall notice his/her name shall be removed from the recall list.

#### **Section 14.6 Seniority and Authorized Leave of Absence**

Seniority shall be calculated to include time spent on an authorized leave of absence by an officer.

**ARTICLE XV**

**VACATION**

**Section 15.1 Eligibility and Allowances**

Vacation will be accrued by regular, full time employees on a pay period basis in accordance with the following schedule.

<u>Years of Service</u>	<u>Days per Year</u>
1 through 4 years	10 work days (80 hours)
5 through 9 years	15 work days (120 hours)
10 years or more	20 work days (160 hours)

Employees will receive their current regular hourly rate of pay for every hour of vacation time used. Employees may not accumulate unused vacation days for use in subsequent years, except as provided for in Section 15.3 of this Article. A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

Upon separation of employment for any reason, employees shall be paid, for all accrued, but unused, vacation leave, at his/her current regular hourly rate of pay.

Vacation approval must be granted by the chief of Police.

**Section 15.2 Scheduling**

Vacation requests by officers shall be granted on the basis of the employee's seniority as defined in this Agreement, if otherwise approved by the Chief of Police/Designee. By December 15<sup>th</sup> of each year, employees may select either:

- (a) Two (2) primary weeks (a week is defined as five (5) consecutive days of vacation to be taken during the following calendar year; or
- (b) One (1) primary week (a week is defined as five (5) consecutive days) and five (5) individual days to be taken during the following calendar year.

The vacation schedule for these primary weeks shall be posted no later than December 31<sup>st</sup> of each year. All other vacation requests submitted on or after January 1<sup>st</sup>, must be submitted at least seven (7) calendar days in advance of the requested vacation time, and will be granted on a first-come first-serve basis, subject to the discretion and approval of the Chief of Police/Designee. All vacation days can be taken in no less than one-half (1/2) day increments. Once vacations are approved, they cannot be denied at a later time, unless by mutual agreement between the Chief of Police and the officer.

### **Section 15.3 Vacation Carry-Over**

An officer may request in writing to the Police Chief to carryover over up to one week of vacation time up to ninety (90) calendar days after their anniversary date. If the officer was unable to utilize that time due to denial of such usage, the Police Chief will approve such carryover. All other requests for carryover will be decided within the discretion of the Police Chief. If the officer did not have his request for usage denied or did not attempt to use his/her vacation time, the vacation time will not be carried over nor paid out to the officer. If the officer is denied requests for usage during any approved carryover period, the officer shall then be paid for the unused vacation period at the end of said carryover period, at their current straight time hourly rate of pay.

## **ARTICLE XVI**

### **SICK LEAVE**

#### **Section 16.1 Days Earned**

Employees shall be granted twelve (12) days of paid sick leave per year accruing on a monthly basis. Sick days will be earned by employees during their Probationary Period, but cannot be used until after three (3) months of employment. Employees may accrue a maximum of fifty (50) sick days. Unused sick leave will not be compensated upon termination of employment.

#### **Section 16.2 Sick Leave Utilization**

Sick leave may be granted in full day increments for incapacitation due to illness, medical appointments, injury or disability. Sick leave may also be utilized for illness to an immediate family member (spouse or dependent child living in the household) and pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). Employees must contact his Sergeant at least one (1) hour prior to the start of his/her shift in order to utilize sick leave for that day. If an employee fails to call in by that time, the absence will be considered unexcused and sick leave will not be granted. After more than three (3) consecutive sick days have been taken by an employee, the Chief of Police or Village may require a return to work release from a doctor.

#### **Section 16.3 Family and Medical Leave**

The parties agree to comply with their obligations, if any, under the Family and Medical Leave Act of 1993 and any revisions thereto, and the rules and regulations issued in conjunction therewith.

#### **Section 16.4 Line of Duty Injury**

An employee who sustains an injury or illness arising out of and in the course of employment with the Village shall be covered by the provisions of the Public Employees Disability Act, 5 ILCS 345/0.01 *et seq.*

## **ARTICLE XVII**

### **ADDITIONAL LEAVE OF ABSENCE**

#### **Section 17.1 Unpaid Discretionary Leave**

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village, in its sole discretion, determines there is good and sufficient reason.

#### **Section 17.2 Application for Leave**

Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or his/her designee thirty (30) days in advance of the requested leave, or as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Employer and it shall be in writing.

#### **Section 17.3 Military Leave**

An employee who is covered by the terms of this Agreement, who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence in accordance with Federal, State and local Statutes, and with no loss of benefits (including insurance benefits) or seniority rights for the duration of their active duty status. This shall also include any leave for monthly, yearly and any other necessary training required through their military obligations. Additionally, this leave shall not be charged against any accrued vacation, sick leave, personal leave or any other paid leave. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

#### **Section 17.4 Funeral Leave**

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) scheduled work days off without loss of pay as funeral leave. Additional time needed by the Employee may be granted, but will be deducted from accumulated vacation time or sick time at the employee's discretion and the Police Chief's approval. If an employee has no accumulated paid time, the employee may request the use of unpaid time to extend bereavement leave. Such requests will be at the discretion of the Village. Days taken as funeral leave shall not be deducted from sick leave or any other paid leave.

"Immediate Family" is defined as the employee's: Spouse, Child, Step Child, Parent, Step-Parent, Brother, Step Brother, Sister, Step Sister, Grandparent, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, and



Grandchild and officially recognized civil union partner pursuant to 750 ILCS 75/10 *et seq.* An employee will be granted one (1) day with pay for any member of the extended family and one (1) day with pay to attend funeral services for a co-worker that is a member of the bargaining unit.

### **Section 17.5 Benefits While on Leave**

- (a) Upon the return, of an approved leave of absence, the employee will be restored to their former position, or an equivalent position, if available, unless otherwise required by law. If the employee would have been eligible for layoff according to his/her seniority except for his/her leave, he/she shall have the option to go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire amount of the insurance premium involved of the insurance premiums, unless required otherwise by law.
- (c) Employees while on illness leave shall be entitled to holiday pay during the first thirty (30) days of such leave.

### **Section 17.6 Jury Duty**

Any employee who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days over to the Employer. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

### **Section 17.7 Court Attendance**

Employees shall be granted leave, with pay, for attending court as a subpoenaed witness, in any matter directly related to the performance of their duties for the Village. Employees subpoenaed to appear in court shall be paid in full but will turn into the Village the amount paid to the employee as a witness fee.

## **ARTICLE XVIII**

### **UNIFORM ALLOWANCE**

#### **Section 18.1 Quartermaster System**

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village shall provide each employee with an annual allotment of one thousand dollars (\$1000.00) per fiscal year (prorate if employed less than a year) for use by each employee to obtain uniforms, job related weather gear, related equipment and the replacement thereof, provided that up to two hundred dollars (\$200.00) may be carried over from one fiscal year to the next fiscal year.

In addition, the Employer will provide at no cost to the employee, a ballistic vest (minimum Level II-A) and replacement vest panels as recommended by the manufacturer (or government recalls). The Employer will also provide at no cost to the employee all uniforms and equipment required when initially hired consisting of a flashlight, OC (oleo-resin capsicum) spray, one pair of handcuffs, asp, all carriers for equipment (including leather items), replacement batteries, for the protection of those employees performing patrol or investigation duties and any other duty related items. Such equipment will be equal to the list of equipment as provided when the Officer is originally hired, as listed above and job related weather gear.

The Village shall provide each officer a written statement reflecting the remaining balance of their clothing allowance account, upon request of the officer, up to four times per year.

The Village will also provide at no cost to the officer all uniforms and equipment required when initially hired, excluding firearm.

#### **Section 18.2 Uniform Changes**

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be provided for by the Employer. This includes any departmental uniform changes.

#### **Section 18.3 Replacement of Damaged Clothing**

The Employer agrees to replace the clothing of any employee which is damaged as a result of the employees' duties, excluding ordinary wear and tear. Such incident shall be documented to the employee's immediate supervisor.

### **Section 18.4 Replacement of Personal Property**

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, wrist watch, cellular phone or other item of personal property which is worn or carried by the Employee, and which is not prohibited by the Employer, when same is damaged or destroyed as a result of the Employee's performance of duty. Such claims for replacement or repair shall be accompanied by receipts and shall be limited to two hundred seventy-five dollars (\$275.00) per fiscal year per employee. Such claims shall be documented by the Employee to the Chief of Police and shall be reviewed by the Chief of Police.

## **ARTICLE XIX**

### **EDUCATION, TRAVEL & GENERAL**

#### **Section 19.1 Schools, Seminars, and Conferences**

Where the Village requires attendance of an officer at a school course, seminar, conference or training program, the fees for such will be paid by the Village.

#### **Section 19.2 Tuition Reimbursement Program**

The Village may pay for books and training courses the employee engages in that improve the employee's ability to perform Village duties. In order to qualify for reimbursement, the employee must receive approval before taking the course and receive a passing grade of "C" or above or "Pass" if the class is graded on a Pass/Fail basis. Once approval for reimbursement is given, it cannot be rescinded. Employees receiving prior approval will receive this reimbursement, as approved, within thirty (30) days upon proof of completion of course and grade achieved, to the Village.

#### **Section 19.3 Use of Personal Vehicle for Official Business**

Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated at the current IRS per mile rate and reimbursed for such use on a monthly basis.

#### **Section 19.4 Disabling Safety Defects**

No employee shall be required to use any equipment that has been designated by both the Village and the Council as being defective unless the defective condition has been corrected.

### **Section 19.5 Travel Expense Reimbursement**

For meetings and conferences held outside the Village, which require an overnight stay, employees will receive per diem according to the GSA (U.S. General Services Administration) per diem rate for the community in which the meeting or conference is taking place to cover meals, tips and all other incidental expenses. In addition, the following expenses shall be reimbursed to the employee:

- 1) Direct travel, including air, bus, train, and taxi fares, parking, tolls, and other reasonable expenses;
- 2) Direct travel by personal vehicle at the established rate per mile;
- 3) Overnight lodging;
- 4) Other reasonable and related expenses subject to review by the Chief of Police; and
- 5) A travel reimbursement form shall be completed within ten (10) days of returning from trip for an amount due the employee, and the employee, upon presentation of the required receipts shall receive the appropriate amount due on the employee's following pay period.

### **Section 19.6 Firearms Training or Qualifications**

For the purposes of firearms training or firearms qualifications, the Village shall provide all ammunition required, to be used for such purposes, at no cost to the officer.

### **Section 19.7 Council Use of Bulletin Boards**

The Employer shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

## **ARTICLE XX**

### **HEALTH AND LIFE INSURANCE**

#### **Section 20.1 Life Insurance**

The Village will provide each full-time officer covered by this Agreement with term Life and Accidental Death & Dismemberment Insurance in the amount of \$25,000.00. The Village will maintain term Life Insurance for full-time officers covered by this Agreement for an additional \$25,000.00 in the event the officer is killed in the Line of Duty. The Village reserves the right to change insurance carriers and plan coverage so long as such change does not alter the benefit amount as listed above. The

Village will notify the union of any such change. Benefits of the Plan will be determined by the Plan documents.

### **Section 20.2 Group Insurance Coverage**

The Village shall provide group health, dental (including orthodontics), vision, and prescription coverage for all employees covered under this Agreement and their dependents. The coverage and type of policies shall be at the minimum as is set forth and existed prior to the signing of this Agreement.

### **Section 20.3 Cost**

Employees are eligible to participate in the Village's group insurance program as outlined in Section 20.2 of this Article after thirty (30) days of employment. Participating employees will contribute the premium cost, via a payroll deduction, for monthly premium cost of the coverage chosen. The Village reserves the right to change insurance carriers and plan coverage so long as such change will provide substantially similar benefits to employees. The Village will notify the union of any such change. Benefits of the plan will be determined by the plan documents. Premium contributions will be determined as follows:

**5/1/2020-4/30/2023:**

**PPO-Premium contribution of 90% Employer, 10% Employee for single employee coverage; 88% Employer and 12% Employee for Employee plus spouse coverage; 85% Employer and 15% Employee for all other dependent coverage tiers.**

**HMO-Premium contribution of 95% Employer and 5% Employee for single employee coverage; 94% Employer and 6% Employee for Employee plus spouse coverage; and Employer 93% and Employee 7% for all other dependent coverage tiers.**

### **Section 20.4 Worker's Compensation Insurance**

The Village shall comply with the Illinois Worker's Compensation Act 820 ILCS 305/1, *et seq.* All Employees covered by this Agreement shall be covered by a worker's compensation policy for job related injuries. The applicable state law and insurance policies will determine the employee's benefits for job-related injuries.

**Section 20.5 Inoculation**

The Village agrees to pay full expenses for inoculation or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

**Section 20.7 Spouses and Dependents of Officer Killed in the Line of Duty**

The Village agrees to comply with the terms of the Public Safety Employees Benefits Act, 820 ILCS 320/10, as amended from time to time.

**ARTICLE XXI**

**WAGES**

**Section 21.1 Wage Schedule**

Employees shall be compensated in accordance with the wage schedule set forth in Appendix "A", attached hereto and incorporated herein by reference.

**Section 21.2 Field Training Officer**

Officers designated as a Field Training Officer shall receive one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay rate for each full day (consisting of one-half (1/2) or more of the officer's shift) of training. An officer who serves for less than one-half (1/2) of the shift shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for Field Training Officer duties.

**Section 21.3 Officer in Charge (O.I.C.)**

Officers assigned the duties of acting sergeant or acting supervisor shall receive O.I.C. pay in the amount of one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay for each full day (consisting of more than one-half (1/2) of the officer's shift). An officer who serves for one-half (1/2) of the shift or less shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for such duties and responsibilities. This shall also apply to the senior officer in charge of a shift (when an acting sergeant or acting supervisor is absent).

## **Section 21.4 Modified Lateral Transfer**

Newly hired officers who have previous police experience as a full-time officer and are Illinois Certified Officers, upon completion of their F.T.O. training program, shall be placed in the wage schedules listed below:

- Two (2) to three (3) years experience, start at the two (2) year base pay.
- Three (3) years to four (4) years experience, start at the three (3) year base pay.
- Four (4) years to five (5) years experience, start at the four (4) year base pay.
- Five (5) years and Over experience, start at the five (5) year base pay.

## **ARTICLE XXII**

### **DRUG AND ALCOHOL TESTING**

#### **Section 22.1 Purpose**

The Village and the Union acknowledge that alcohol and drug abuse, hereinafter referred to as “substance abuse”, is a serious and complex issue that can negatively affect the performance and safety of officers as well as the safety of the public. The Village and the Union are committed to preventing and addressing the problems of substance abuse in order to ensure the safety of officers and the public

In order to ensure the safety of officers, the safety of the public, and to the Village, the Village will conduct drug and alcohol testing of officers as described below.

#### **Section 22.2 Type of Testing**

The Village may conduct Reasonable Suspicion Testing of Officers as follows:

- a) Reasonable Suspicion:** When the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or drugs, the Village may require that officer immediately report to a medical facility to provide samples for testing in accordance with the testing procedure outlined in Section 22.4 below. Reasonable suspicion is defined as suspicion based on personal observation of the Chief of Police or his designee concerning the behavior, appearance, speech, breath odor, and/or demeanor of an officer. The Chief of Police may also order the officer to be tested under this section based on verified reports or complaints made to the Chief of Police by a member of the public. Finally, the Chief of Police may order reasonable suspicion testing in conjunction with the investigation of an incident involving

the injury of a police officer or member of the public, a vehicle accident or discharge of a firearm.

- b) Officer Involved Shooting:** Pursuant to 50 ILCS 727/1-25, when an officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty, such officer must submit to drug and alcohol testing. The drug and alcohol testing must be completed as soon as practicable after the officer involved shooting but no later than the end of the involved officer's shift or tour of duty.

### **Section 22.3 Chain of Possession Procedure**

This refers to the procedure used to document the handling of the urine specimen from the time the officer gives the specimen to the collector until the specimen is destroyed. All chain of possession procedures utilized under this Program for testing of controlled substances and/or alcohol shall be the same as those approved by the Substance Abuse and Management Safety and Health Administration ("SAMSHA"), as are now in effect or as hereinafter amended.

### **Section 22.4 Testing Procedure**

All laboratories used to screen for drug and/or alcohol use pursuant to this Program will be accredited by the Substance Abuse and Management Safety and Health Administration ("SAMSHA").

A. Specimen Integrity.

All specimens will be assed and tested for any attempts to adulterate or tamper with the integrity of the sample pursuant to SAMSHA guidelines.

B. Drug Screening.

Drug tests will be conducted to screen the presence of the following drugs and their metabolites.

- |                  |                    |
|------------------|--------------------|
| 1. Marijuana     | 6. Barbiturates    |
| 2. Cocaine       | 7. Benzodiazepines |
| 3. Opiates       | 8. Methadone       |
| 4. Amphetamines  | 9. Methaqualone    |
| 5. Phencyclidine | 10. Propoxyphene   |

C. Urine Testing.



All urine testing procedures will be performed with the standards approved by the Substance Abuse and Management Safety and Health Administration (“SAMSHA”). Split specimen samples will be maintained as per “SAMSHA” requirements and guidelines. Confirmatory testing utilizing Gas Chromatography and Mass Spectroscopy will be utilized according to “SAMSHA” guidelines and requirements.

D. Alcohol Testing.

All breath or saliva tests performed under this Program shall be performed to determine blood alcohol content. Any officer having alcohol concentration of at least 0.04 shall be deemed to have tested positive for the use of alcohol and such a result may subject the officer to the disciplinary provisions contained in Section 22.8 of this Article.

E. Marijuana Testing.

For Marijuana, an initial test result of 50 ng/mL or more shall be deemed a positive, and a confirmatory test result of 15 ng/mL or more shall be deemed a positive.

**Section 22.5 Medical Review Officer**

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory test results generated by this Program and evaluating medical explanations for certain drug test results. The Village shall retain a qualified Medical Review Officer to receive test results from the laboratory and to carry out all actions necessary to confirm positive test results.

**Section 22.6 Refusal to Submit to Testing**

The Village requires a consent form to be signed by the individual prior to testing. Any officer who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the officer may be subject to disciplinary action up to and including discharge.

**Section 22.7 Confidentiality of Results**

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for samples. When employment status will be affected, confirmatory testing will be carried out. Records and information about testing and results will be treated as private and confidential.

The Chief of Police will make a confidential report to the Village Administrator and Village Mayor stating when testing occurred, the results of such testing, and any discipline that resulted from such testing.

**Section 22.8 Disciplinary Procedure**

- A. Any officer who tests positive under this testing procedure may be subject to disciplinary action in accordance with Article X of this Agreement, up to and including discharge.
- B. An officer who tests positive will be informed of the test result by the Chief of Police in compliance with Section 22.4 of this Article. The officer shall be removed from active duty involving road patrol, telecommunications duties, handling of prisoners or suspects and any duties requiring possession of a firearm. The Chief of Police and the officer will arrange a meeting where the officer shall have the opportunity to respond to the allegation of the positive test result. The officer may have the sample retested at his/her own expense, at an accredited testing facility as outlined in Section 22.4 of this Article.
- C. The illegal use, possession, sale or distribution of any illegal drug may subject the officer to discipline, up to and including termination. Being under the influence of any illegal drug while on duty may also subject the officer to discipline, up to and including termination. Being under the influence of alcohol at a concentration level of .08 or above may subject the officer to discipline, up to and including termination.
- D. The first offense of being under the influence of alcohol below a concentration level of .08, a prescription drug exceeding the prescribed dosage, or an unprescribed prescription drug may be referred to an Officer Assistance Program and may also include disciplinary action as provided in Article X. Any subsequent offenses under these circumstances may subject the officer to discipline, up to and including termination.

**ARTICLE XXIII**

**IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

**ARTICLE XXIV**

**SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such

decision shall apply only to the specific Article, Section or portion thereof specifically specified by the Board, Agency or Court decision; and upon issuance of such a decision the Village and the Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

**ARTICLE XXV**

**DURATION**

**Section 25.1 Term of Agreement**

This Agreement shall be effective on May 1, 2020 and shall remain in full force and effect until 11:59 P.M. on April 30, 2023. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred and twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 25.2 Continuing Effect**

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

Village of Hampshire

Illinois Fraternal Order of Police  
Labor Council

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**APPENDIX "A"**

**WAGES**

<b><u>Years of Service</u></b>	<b><u>04/30/20</u></b>	<b><u>05/01/20</u></b> <b>2.5%</b>	<b><u>05/01/21</u></b> <b>3.0%</b>	<b><u>05/01/22</u></b> <b>3.0%</b>
<b>Start</b>	\$58,294.65	\$59,752.02	\$61,544.58	\$63,390.91
<b>1 year</b>	\$60,043.50	\$61,544.59	\$63,390.93	\$65,292.65
<b>2 years of service</b>	\$63,045.66	\$64,621.80	\$66,560.46	\$68,557.27
<b>3 years of service</b>	\$66,197.95	\$67,852.90	\$69,888.49	\$71,985.14
<b>4 years of service</b>	\$69,507.84	\$71,245.54	\$73,382.90	\$75,584.39
<b>5 years of service</b>	\$72,983.26	\$74,807.84	\$77,052.08	\$79,363.64
<b>6 years of service</b>	\$76,632.41	\$78,548.22	\$80,904.67	\$83,331.81
<b>7 years and over of service</b>	\$82,379.85	\$84,439.35	\$86,972.53	\$89,581.70

**APPENDIX "B"**  
**DUES DEDUCTION FORM**

**APPENDIX "C"**

**THE UNIFORM POLICE OFFICER'S DISCIPLINARY ACT**

**APPENDIX “D”**  
**GRIEVANCE FORM**

# **CITIZENS COMMENDATION COMPLAINT FORM.pdf**



## **How to Commend or Complain about a Member**

The Hampshire Police Department is committed to providing the best possible law enforcement services available to all. The Hampshire Police Department believes that good behavior, professionalism, ethics, and principles on the part of every member of the (agency name) are the very foundation of the Hampshire Police Department. However, there are times when the public may be concerned with the actions of a member. As a means of constantly striving to improve police performance and maintain the highest respect from the community, the Hampshire Police Department:

- Seeks citizen input for improvement in our services.
- Welcomes citizen commendations of our personnel who admirably perform their duties
- Encourages questions and/or complaints regarding the agency's performance or the actions of its members whenever there is a concern.

Whether you wish to commend a member or file a complaint about the actions of a member, you may do so in the following ways:

Contact the Chief of Police by phone at 847-683-2240

Complete the Citizen's Commendation/Complaint Form. The form may be submitted via email [bthompson@hampshireil.org](mailto:bthompson@hampshireil.org), or printed and faxed to the Hampshire Police Department at 847-683-2341. You may also deliver the completed form in person or mail it to the below listed address:

Hampshire Police Department  
215 Industrial Dr Unit D  
Hampshire, IL, 60140  
Phone 847-683-2240

Commendations will be forwarded to the Chief of Police to ensure prompt recognition is given to the member. Complaints will be thoroughly and promptly investigated and in most cases completed within 30 days. Depending on the nature of the complaint, the investigation may be conducted by the Chief of Police or forwarded as appropriate.

If you need further assistance, please call.

Douglas Pann  
Chief of Police

## CITIZEN'S COMMENDATION/COMPLAINT FORM

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Name:	Date:
Address:	
Home Phone Number:	Other Phone Number:
Email Address:	

INCIDENT INFORMATION	
Member's Name:	
Member Identification Number <i>(if known)</i> :	Vehicle # <i>(if known)</i> :
Date of Incident:	Time of Incident:
Location:	

DESCRIBE NATURE OF COMMENDATION/COMPLAINT

**FOR COMPLAINTS ONLY:** *(sign below)*

I do hereby swear or affirm the facts stated above are to the best of my knowledge true and based on fact.

\_\_\_\_\_  
(Complainant's Signature)

**CITIZEN'S COMMENDATION/COMPLAINT FORM (Continued)**

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(Complainant's Signature)