

VILLAGE OF ROSCOE

Sergeant's Agreement

(Agreement)



Effective Date: _____, 2024

Termination Date: December 31, 2026

SECTION 1: NON-DISCRIMINATION

1.1 Non-Discrimination.

Neither the Employer nor the Roscoe Police Department Sergeants shall discriminate against any employee in a manner which would violate any applicable state or federal law. Neither the Council nor the Employer shall discriminate against any employee as a result of an employee's choice to engage in protected concerted activities, including membership or other proper activities on behalf of the Council, or who refrain therefrom.

1.2 Use of Pronouns.

Use of either masculine or feminine pronoun in this document shall be construed to also refer to the other. Use of singular form or plural form in this document shall be construed to also refer to the other.

SECTION 2: MANAGEMENT MEETINGS

2.1 Exclusivity of Meetings.

The parties expressly acknowledge that such conferences are neither collective bargaining nor for the purpose of formally or in any binding manner considering any matter being processed as a Grievance. The conference is solely for the exchange of information and opinion designed to enhance communication between the parties.

SECTION 3: INDEMNIFICATION

3.1 Scope of Indemnification.

The Employer's obligations for indemnifying employees for conduct and actions arising from and within the scope of employment shall be defined and limited by applicable Illinois statute; provided, however, the dollar limits of liability shall be that amount provided by the Employer's insurance carrier according to the terms of the liability insurance policy.

3.2 Cooperation.

An employee shall be required to fully and unequivocally cooperate with the Employer during the course of any investigation and the administration or litigation of any claim arising under this Article. An employee who fails to provide such cooperation shall be subject to loss of indemnification.

3.3 Sergeant's Legal Representation

Any Sergeant who is the subject of an investigation arising out of the performance of their duties shall be entitled to legal representation paid for by the Village, until such time as a determination is made whether or not to charge the Sergeant with criminal conduct.

SECTION 4: HOURS OF WORK AND OVERTIME

4.1 No Guarantee of Work.

This Article defines the basic hours of work and shall not be construed as a guarantee of work per day or per week or of days of work per week.

4.2 Departmental Work Schedule

Schedules shall be negotiated internally through the Roscoe Police Sergeants with final approval through the Chief of Police should a conflict arise. This shall consist of a 12-hour schedule A and Schedule B shift from 0600-1800 and 1800-0600. Sergeant's shall determine by seniority the manner in which each Sergeant works the 0600-1800 or the 1800-0600 shift from January 1 through July 1, and July 1 through January 1.

The normal workday for Sergeants shall consist of twelve (12) hours (including a paid lunch period and paid breaks). The normal hours of work shall consist of two (2) permanent shifts (0600 hours – 1800 hours and 1800 hours - 0600 hours). The normal workweek shall consist of two (2) consecutive workdays, followed by two (2) consecutive days off; followed by three (3) consecutive workdays, followed by two (2) consecutive days off; followed by two (2) consecutive workdays, followed by three (3) consecutive days off.

Employees shall bid shifts on a seniority basis once a year thirty days prior to October 1st of each year. Seniority shall be based upon continuous full-time service and/or based on date of promotion to Sergeant within the department. Sergeants shall switch shifts (days to nights) based on their bids on January 1st, and July 1st of each year.

The work schedule shall not be changed or adjusted (exclusive of voluntary trades) except in cases of emergencies. A work cycle shall consist of fourteen (14) days.

Schedules for Sergeants shall be posted in October of each year for the following calendar year.

4.3 Administrative Sergeant

There shall be an Administrative Sergeant, and the duties of the Administrative Sergeant shall be designated by the Chief. The Administrative Sergeant shall rotate every two (2) years. The rotation shall be based on seniority (the Sergeant must have a minimum of three years' experience to be

eligible for the position of Administrative Sergeant). Any Sergeant due to become the Administrative Sergeant may turn down the position and remain a Patrol Sergeant, and in that event the Administrative Sergeant position shall be offered to the next eligible Senior Sergeant. The Administrative Sergeant serves at the discretion of the Chief, any Administrative Sergeant removed from the position will return to Patrol Sergeant in the open shift position created by the incoming Administrative Sergeant.

4.4 Shift Assignments.

Prior to October 15, the Chief of Police shall make schedules for shift assignments for the following calendar year. Shift assignments shall be on a yearly basis. Shift assignments may be temporarily changed by the Chief of Police in an emergency or to accommodate an articulated and demonstrated need for special assignments outside of normal assignments. Such assignments shall not be made solely for the purpose of avoiding the payment of overtime

4.5 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.

4.6 Overtime Pay.

The Employer shall have the right to require an employee to work overtime, provided, however, no employee shall work overtime without prior approval of a supervisor.

An employee shall be paid one and one-half times the regular straight-time hourly rate-of-pay for all hours worked in excess of the employee's normal work day or any hours over the employee's scheduled two (2) week pay period. At the employee's request compensatory time may be elected in lieu of overtime, at the rate of one and one half (1 ½) hours for each hour of overtime worked. Paid lunch and break time shall be included in "hours worked" for purposes of computing overtime under this section. For purposes of calculating overtime, all compensable hours shall count as hours worked.

4.7 No Pyramiding.

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

4.8 Court Time.

A. Employees who are required to attend court or inquests outside their regularly scheduled work hours shall be compensated at the overtime rate of time and one-half (1 ½) 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, Police and Fire Commission Hearing or Administrative Hearing, concerning matters arising in the course of their duties, during non-duty hours (on a scheduled work day), shall be compensated at the overtime rate of time and one-half (1 ½) with a guaranteed minimum of two (2) hours or time served whichever is greater. If an officer is subpoenaed on their scheduled day off, said officer shall receive two (2) times their regular 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 of Winnebago County shall, in addition, be reimbursed for mileage, meals and other reasonable, necessary expenses, upon submission of the receipts for such.

C. Subpoena cancellations not given with a four (4) hour notice, will result in the minimum court allowance payment to the officer as provided for above.

4.9 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 1/2) with a guaranteed minimum of two (2) hours of stand-by (on-call) time or time served, whichever is greater. If designated as being on stand-by (on-call), the employee shall be available at all times during the designation by cell phone or pager. Failure to be so available will disqualify the employee from receiving pay under this section. Outside of stand-by (on-call) it is expected that as part of the Sergeant's responsibilities, Sergeants should be available at all times (including when off-duty) for phone calls from the Chief or the Chief's designee, and/or shall return calls as soon as possible, and within a reasonable period of time.

4.10 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 2184 hours and their base pay.

4.11 Overtime Work.

Whenever practicable, overtime will be scheduled on a voluntary basis. Employees who are held over on their shift shall be given overtime payment for the additional hours worked or compensatory time in a like amount at the option of the employee. The Chief of Police shall maintain a list of employees who wish to be considered for overtime assignments, and the Chief shall contact those employees in order to offer them an overtime assignment. The next occasion for overtime shall be offered first to the employee who would next have been on the list for the preceding overtime offer. If no employee volunteers for an overtime assignment, the Chief shall contact an employee on the opposite shift from the overtime and assign the overtime to that employee.

4.12 Call Back.

An employee who has completed his or her work for the day and who has left the Employer's premises and who is called back for unscheduled duty shall be paid for a minimum of two (2) hours work at the appropriate overtime rate of time and one-half (1 ½) or the actual time worked, whichever is greater.

4.13 Compensatory Time.

Compensatory time may be paid in lieu of overtime payment if the employee so elects. Compensatory time will be calculated and accumulated at the appropriate overtime rate of pay as earned. Compensatory time shall be taken at a minimum of one-half (½) hour increments. Forty-eight (48) hours of compensatory time may be accumulated and twenty-four (24) hours may be carried forward from year to year.

The employee shall be paid out annually for all hours in excess of twenty-four (24) hours. Unused time shall be paid at the employee's regular straight time hourly rate of pay as of the one day prior to the Employee's anniversary date of employment.

The Employee shall have the alternate option of receiving payout in excess of any mandatory payout as provided for above, up to the remaining accrued amount in the Employee's bank. The Employee must submit requests no later than thirty (30) calendar days prior to their anniversary payout date, or forfeit the option of the additional payout, until their next anniversary date of employment.

Compensatory time off shall be at the discretion of the Chief of Police, but compensatory time off shall not be unreasonably denied. Upon separation, any accrued and unused time shall be paid at the employee's final regular rate of pay.

4.14 Payroll Checks.

Payroll checks shall be ready for issuance and issued by 0700 hours on Friday on a bi-weekly basis.

SECTION 5: EMPLOYEE SECURITY

The Roscoe Police Department will follow Roscoe Police Policy #1013 Personnel Complaints (See attached)

SECTION 6: GRIEVANCE PROCEDURE

The Roscoe Police Department will follow Roscoe Police Policy #1003 Grievance Procedure (See Attached)

SECTION 7: HOLIDAYS

7.1 Holidays.

The employees shall receive a regular day's pay, of eight and 4/10ths (8.4) hours, for each of the following paid holidays per year:

New Year's Day
Friday before Easter
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Holidays shall accrue for all employees when they are observed.

7.2 Personal Days.

In addition to the holidays specified above, each employee shall annually be entitled to three (3) Personal Days of twelve (12) hours with pay. The taking of a Personal Day shall be scheduled with the employee's supervisor, and shall not be unreasonably denied.

7.3 Holiday Pay.

In order to be eligible for pay under this section, the employee must have worked the scheduled day immediately preceding the holiday and the scheduled day immediately after the holiday. Holiday pay shall be based on a workday of 8.4 hours.

When their regularly scheduled day off falls on the actual day of the holiday, shall be paid a regular day's pay of 8.4 hours.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive the appropriate overtime rate of time and one-half (1 ½) for all hours worked in addition to Holiday Pay. When an employee is called in from his or her regular day off on the actual day of a holiday, the employee shall be paid at the appropriate overtime rate of time and one-half (1 ½) for all hours worked in addition to Holiday Pay of 8.4 hours.

7.4 Holiday Holdover Pay.

On a recognized holiday, any employee held over beyond their regular shift hours shall be paid

at the rate of double-time their regular straight time hourly rate of pay for all such holdover hours of work.

7.5 Holiday During Vacations.

When a holiday falls during an employee's vacation, the employee shall have the option of receiving a regular day's 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 day's pay.

7.6 Holiday Hours Defined.

A holiday shall cover a twenty-four (24) hour period beginning at 0600 hours on the day of the holiday and continue until 0600 hours the following day.

SECTION 8: SENIORITY, LAYOFF AND RECALL

8.1 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 (based on promotion date). Seniority shall be used when determining layoffs, vacation preferences, shift bidding, overtime eligibility 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.

8.2 Seniority List.

On or before January 1st each year, the Employer shall prepare and forward to the Sergeants a list setting forth the present seniority dates and the list shall become effective on or after the date of execution of this document. This list shall resolve all questions of seniority affecting employees employed. Thereafter, on or before January 1st each year the Employer will post and provide the Sergeants with a seniority list setting forth each employee's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

8.3 Layoff.

The Employer and the Sergeants recognize that the work of law enforcement is vital to the keeping of the peace and orderly enforcement of laws for all of the citizens within the Village of Roscoe. Consistent therewith, when, in the Employer's discretion, it becomes necessary to reduce the work force, employees will be laid off in accordance with their length of service

with the employer as provided in 65 ILCS 5/10-2.1-18 as follows:

A. Temporary, part-time and probationary employees in the affected classification shall be laid off first, in that order.

B. Full-time employees in the affected classification shall then be laid off in inverse order of seniority provided the remaining employees have the current capability to perform the work.

Individual employees shall receive notice in writing of the layoff not less than thirty calendar (30) days prior to the effective date of such layoff, with copies thereof sent to the Council.

8.4 Termination of Seniority.

An employee's continuous service shall be broken, and his seniority shall cease, and his employment shall be terminated upon:

- (1) Quitting;
- (2) Discharge for just cause;
- (3) Failure to report to work at the end of a vacation or authorized leave of absence. However, the employee shall be allowed to present mitigating circumstances that may be considered by the Chief of Police;
- (4) Being laid off or otherwise absent from work for any other reason for a length of time longer than the lesser of his total seniority at the beginning of the layoff or twenty-four (24) months, except for work related injuries;
- (5) Seeking or engaging in gainful employment during a leave of absence unless such is specifically granted during that leave, or the collection of unemployment compensation during a leave of absence;
- (6) Absence for three (3) consecutive scheduled work days without proper notification, jurisdiction thereof, or authorization. However, the employee shall be allowed to present mitigating circumstance that may be considered by the Chief of Police;
- (7) Retirement; or
- (8) Proven medical inability to perform essential functions of the job, even with requested accommodation.

8.5 Recall.

When there is an increase in the work force and there are currently capable employees on layoff who are still retained on the seniority list, recall within each classification shall be in reverse order of layoff. No new employee shall be hired into a classification while there is a

seniority as defined in this document. All vacation requests shall be submitted to the Chief of Police no earlier than December 1st and no later than December 15th of the preceding year for selection of vacations to be taken during the following calendar year. The vacation schedule shall be posted no later than December 31st of the preceding year. Vacation requests submitted after December 15th of the preceding year will be granted on a first-come first-serve basis. Vacation days must be taken in a minimum one-half (1/2) day increment.

9.4 Vacation Carry-Over.

Employees may carry over up to one week (42 hours) of accrued and unused vacation time for ninety (90) days past the fiscal year in which vacation was earned, of which may be extended by mutual agreement with the Employer and the Employee.

9.5 Vacation Pay at Separation.

Any and all unused vacation pay remaining through the last day of employment, shall be payable upon separation, to the employee at his or her current regular hourly rate.

SECTION 10: SICK LEAVE

10.1 Days Earned.

A regular full-time employee who has completed the probationary period shall be entitled to paid sick leave on the following basis:

1. The injury or illness prevents the employee from working hours she or he is otherwise scheduled to work.
2. The employee is not entitled to compensation under the Illinois Workers Compensation Act or any other paid leave of absence.
3. Each twelve (12) hour employee shall receive 8.4 hours of sick time monthly at their normal hourly base rate of pay until the accrual amounts set forth in 4 below are achieved subject to the use of sick time set forth herein.
4. Employees will accrue unused sick time and may carry that sick time over from year to year until the employee accumulates a maximum of one thousand eight (1008) hours (one hundred twenty (120) days).
5. Paid sick leave hours used by an employee shall be subtracted from the employee's accumulated total.
6. Hours paid as sick leave shall be hours worked for overtime purposes.
7. An employee shall continue to accrue and receive the other benefits outlined during use of paid sick leave.

8. An employee shall not be vested in and thus shall not be paid any amount for accrued paid sick leave at the time the employment relationship is ended except as provided herein.

9. At the Employee's separation from the Employer, if such separation is not for cause, the Employer will pay the Employee for one-half (1/2) of his or her accumulated sick hours to the Employee at his or her then current regular hourly rate. If the Employee retires from the employment of the Village, the employee shall have the option of utilizing this amount towards insurance premiums until the amount is exhausted.

10. The Chief of Police may, in his discretion, require a physician's statement from any employee to substantiate receipt of or to permit return from paid sick leave in excess of three (3) days or when the Chief has just cause to believe that an employee is abusing sick leave.

10.2 Sick Leave Utilization.

Sick leave may also be utilized for immediate family member illness or injury.

10.3 Sick Leave Utilization Incentive

Employees who use sick time on two (2) or less days during a calendar year will receive five-hundred dollars (\$500.00). Employees who qualify will receive the annual sick leave incentive check with their pay earned for the final pay period of the calendar year.

SECTION 11: ADDITIONAL LEAVE OF ABSENCE

11.1 Unpaid Leave of Absence.

The Village may grant an unpaid leave of absence under this Article to any employee where the Village determines there is good and sufficient reason.

An unpaid leave of absence may be granted to a requesting employee who has at least one (1) year seniority by the Employer. When any such leave exceeds thirty (30) calendar days, an employee may continue enrollment in the Employer's insurance plan by arranging to repay the premiums, on a monthly basis, during said leave or any extension thereof. An employee on unpaid leave of absence for more than thirty (30) calendar days shall not receive any other pay or benefits (including vacation, sick days, personal days, etc.) during such leave. Unless excepted by mutual agreement between the Employer and the Council, expressed in writing prior to any leave of absence, an employee will continue to accumulate seniority during a leave of absence.

11.2 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 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.

11.3 Extended Illness or Injury Leave.

Upon request from an employee, supported by written certification from the employee's physician that the employee is, and/or will become, temporarily disabled and unable to work for a specified period of time due to illness or injury, which request must contain the reason for the leave, the date the leave is to begin, and the anticipated date of return from leave, an employee may be granted an unpaid leave of absence for a maximum of twelve (12) weeks subject to extensions supported by a medical progress report and any other information showing justification for additional time off to an aggregate maximum of six (6) months.

11.4 Emergency Leave.

Upon written request from an employee stating the reason, beginning date, and anticipated ending date for an emergency or Council business, a leave may be granted for up to thirty (30) calendar days. No request for such leave will be arbitrarily denied. For any leave, an employee shall be guaranteed the right to return to said employee's job or the job to which the employee would have been transferred absent such leave. Absent a prior written guarantee to the contrary upon the return of an employee from such leave, the Employer shall make a reasonable attempt to return the employee to his original position or to one of comparable skill and compensation.

11.5 Military Leave.

Military leave and benefits shall be granted in accordance with the applicable State and Federal laws.

11.6 Family and Medical Leave

To comply with the Family and Medical Leave Act ("FMLA") as amended, the Village shall grant eligible employees' unpaid family and medical leaves of absence under the following terms and conditions. The Village may allow employees to be absent for reasons not covered by this policy or for periods beyond those required by the FMLA. Such additional periods of absence, if allowed, are discretionary with the Village.

1) Eligibility

To be eligible for family or medical leave, an employee must:

- a) Have been employed by the Village for at least 12 months (not necessarily consecutive, and
- b) Have worked at least 1,250 hours during the previous 12-month period (hours of work are defined within the meaning of the Fair Labor Standards Act and Regulations).

2) Purpose of Leave

Leave under this policy will be granted for the following purposes:

- a) Medical Leave: If the employee is needed to care for a child, spouse or parent with a serious health condition (as defined in paragraph 5 (c) of this policy) or if the employee is unable to perform the essential functions of her or his job because of the employee's own serious health condition.
- b) Family Leave: To care for a child after the birth or placement of the child with the employee for adoption or state-sanctioned foster care. Any family leave must be completed within 12 months of the child's birth or placement.

3) Duration and Scheduling of Leaves

- a) The Village will grant up to 12 weeks of family and medical leave in any 12- month period subject to Section 6 (a) of this policy.
- b) Leave may be taken:
 - i) In one 12-week period;
 - ii) In two or more leaves for different reasons totaling 12 work weeks;
 - iii) Intermittently in the case of a medical leave, when medically necessary, with the hours/days/weeks of leave equaling an equivalent of 12 work weeks;
 - iv) As part of a reduced work schedule in the case of a medical leave, when medically necessary, with the hours/days of leave equaling 12 work weeks.
- c) Where both husband and wife are employed by the Village and eligible for FMLA leave, they are permitted to take only a combined total of twelve weeks of leave during any 12-month period if the purpose of the leave is for.:
 - i) the birth of a son or daughter or to care for the child after birth;
 - ii) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
 - iii) to care for a parent (but not a parent "in-law") with a serious health condition.

4) Employee Notice of Leave

- a) An employee requesting a family or medical leave must provide notice to the Village as soon as practicable. Where the need for a leave is foreseeable, e.g. for the birth of a child or planned medical treatment, the employee must provide 30 days notice. In the event the employee fails to provide 30 days notice for a foreseeable leave, the Village may delay the start of the employee's leave until 30 days after notice is provided.
- b) In the case of a request for intermittent or reduced schedule leave or leave for a planned medical treatment, the employee shall, at the Village's request, schedule such treatment so as not to unduly disrupt the Village's operations.

5) Medical Certification

- a) In requesting a leave, an employee must provide sufficient facts to demonstrate that the leave qualifies under the FMLA.
- b) In the case of a request for a medical leave, the employee must provide, within 15 days of the Village's request, a medical certification, from the employee's or family member's health care provider that the leave is necessary because of her or his serious health condition or the need to care for a spouse, child or parent with a serious health condition.
- c) For purposes of this policy only, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
 - i) A period of in-patient care in a hospital, hospice or residential medical facility; or
 - ii) A period of incapacity requiring absence from work, school or other regular daily activities for more than three calendar days and involving continuing treatment by a health care provider; or
 - iii) Continuing treatment by a health care provider for a chronic or long-term condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three days
- d) The Village, at its expense, may require a second opinion of a second health care provider. When a second opinion conflicts with the first, the Village may require a third opinion from a health care provider to be approved jointly by the employee and Village.
- e) An employee on leave must report every 30 days on her or his status and intention to return to work and, in the case of a medical leave, provide recertification every 30 days by a health care provided.
- f) The Village may deny or delay leave to employees who do not provide proper or timely medical certification.
- g) Employees who fail to return to work on their scheduled return date without obtaining management approval for extension of leave will be treated as voluntary quits and removed from the payroll.

6) Compensation and Benefits

- a) Family and medical leave granted under this policy are unpaid except that the employee is required to use accrued paid vacation in excess of forty (40) hours, and sick leave as part of family or medical leave provided under this policy. Accrued sick time may be taken before vacation time at the employee's discretion. The accrued vacation and sick leave used for these purposes will be treated as paid family and medical leave

under this policy. The total of paid and unpaid leave for family and medical leave purposes under this policy may not exceed 12 weeks during any 12-month period. The 12-month period will be a rolling period measured backward from the date the employee uses any leave under this policy.

- b) An employee on family or medical leave will continue to be covered under the Village's group health plan and other group benefit plans under the same terms as the employee had been continuously working during the leave period, subject to Section 7 below, provided that:
 - i) Coverage shall end when the employee notifies the Village of his or her intent not to return to work, fails to return on the scheduled date, or exhausts her or his family and medical leave rights under this policy;
 - ii) The employee must pay her or his share (if any) of applicable premium payments at the same time as these payments would be made if by payroll deduction. Coverage shall cease if the employee's payment is more than 30 days late.
- c) Any employee who fails to return to work after an unpaid leave under this policy (except for reasons beyond her or his control) will be required to reimburse the Village for the cost of coverage during the leave.

7) Employment Status

- a) During a leave under this policy, the employee will not accrue any benefits that accrue according to length of service (e.g. paid vacations).
- b) The employee will not lose any previously accrued benefits because of a leave taken under this policy.
- c) Upon the conclusion of an approved leave, the employee will be restored to her or his former position or to an equivalent position (with respect to pay, benefits, and other terms and conditions of employment) with any general pay increases or benefits enhancements granted during the leave, provided that:
 - i) An employee returning from a personal medical leave will be required to obtain and present certification from her or his health care provider that the employee is able to resume work.
 - ii) An employee returning from leave has no greater rights to a position or benefits than had he/she been continuously working during the leave period (e.g. in the case of lay-off).
 - iii) Where the employee seeks an intermittent or reduced scheduled medical leave, the Village may temporarily transfer the employee to an available alternative position

with equivalent pay and benefits for which the employee is qualified if the transfer better accommodates the requested recurring periods of leave.

- iv) An employee on an approved leave may not perform work for another employer during that leave.

11.7 Falsifying Leave.

False statements made to secure or support a leave of absence, or extension thereof, of during which the employee seeks remunerative employment elsewhere, shall result in discipline up to and including discharge.

11.8 Bereavement Leave.

Bereavement Leave is a herein established as a category of compensated time off.

- A) Covered Events. Bereavement leave shall be available for the following covered events:
 - 1. grieving the death of the covered family member; or
 - 2. make arrangements necessitated by the death of the covered family member;
 - 3. attending the funeral or alternative to a funeral of a covered family member;
 - 4. experiencing one of the following: (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (e.g., artificial insemination or embryo transfer); (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party; (iv) a failed surrogacy agreement; (v) a diagnosis that negatively impacts pregnancy or fertility; (vi) a stillbirth.

- B) Covered Immediate Family Member. Immediate Family Member is defined as:
 - 1. the employee's spouse,
 - 2. domestic partner (used with respect to an unmarried employee, includes:
 - a. the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state; or
 - b. an unmarried adult person who is in a committed, personal relationship with the employee to or in such a relationship with any other person, and who is designated to the employee's employer by such employee as that employee's domestic partner.);
 - 3. children, step-children, adopted children, foster children;
 - 4. parents, parents of spouse or domestic partner, and step-parents;
 - 5. brother, stepbrother, brother-in-law and sister, stepsister, sister-in-law;
 - 6. grandparents, spouse's or domestic partner's grandparents;
 - 7. grandchildren; or
 - 8. any relative residing with the employee or with whom the employee is residing

C) Covered Extended Family Member.

1. Aunts or uncles (Siblings of employee's parents only – does not include great aunts/uncles)
2. Nieces or nephews (Children of employee's siblings only – does not include great niece or nephew)
3. First cousins

D) Use of Bereavement Leave. The employee will be granted compensated bereavement leave in the following manner:

1. Immediate Family Member In the event of a covered event of a covered immediate family member, an employee shall be granted up to five (5) consecutive calendar days without loss of pay, as bereavement leave, and up two (2) additional consecutive calendar days without loss of pay if the attending to the covered event takes place five hundred (500) miles or more from the Village of Roscoe.
2. Extended Family Member: In the event of a covered event of a covered extended family member, an employee shall be granted up to three (3) consecutive calendar days without loss of pay as bereavement leave.

E) Documentation. The Village of Roscoe may require reasonable documentation of the purpose for which bereavement leave is requested. Documentation may include a death certificate, a published obituary, or a written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

F) Hours Worked. Bereavement leave will be paid and counted as hours worked when taken during an Employee's scheduled day to work. Days taken as bereavement leave shall not be deducted from sick leave or any other paid leave.

G) Non-consecutive leave. For activities related to a covered bereavement event that are scheduled on non-consecutive calendar days, the Employee may request the use of bereavement leave on non-consecutive days, the approval of which shall be at the sole discretion of the Chief of Police, or Deputy Chief.

H) Additional Leave. The Chief or Deputy Chief may grant additional leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable compensated bereavement leave days. Such leave will be taken without pay, or accrued vacation or personal time may be used.

11.9 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.*, and shall suffer no loss of, and will continue to accumulate, any and all

benefits outlined in this document.

11.10 Benefits While on Leave.

A. Unless otherwise stated in this Article or otherwise required by law, length of service shall accrue for an employee who is on an approved non-pay leave status (including maternity).

B. Upon the return of an approved leave of absence, the employee will be restored to their former position, or an equivalent position. 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.

C. During the approved leave of absence or layoff under this document, 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 decides for the change and arrangements to pay their portion, if any, of the insurance premium involved.

D. Employees while on illness leave shall be entitled to holiday pay during the first thirty (30) days of such leave.

11.11 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.

11.12 Court Attendance.

Employees shall be granted leave, with pay, for attending court as a subpoenaed witness in their official capacity as a police officer of the Village outside the 17th Judicial Circuit. 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 including any travel and expense fees.

SECTION 12: UNIFORM ALLOWANCE

12.1 Quartermaster System.

The Chief of Police shall establish a list of minimum required uniforms and related equipment, which each employee shall be required to maintain. It shall be the responsibility of each employee to maintain in proper quantity, and in presentable and good working order, all minimum required uniforms and related equipment. The Village shall provide each employee with an annual allotment of seven hundred dollars (\$700.00) per fiscal year (prorated if employed less than three (3) months) for use by each employee to obtain uniforms and related equipment, 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 equipment required when initially hired consisting of a flashlight, weapon, OC (oleo-resin capsicum) spray, one pair of handcuffs, asp, all carriers for equipment, and replacement batteries, for the protection of those employees performing patrol or investigation duties. All items shall be returned to the Village upon separation of employment.

12.2 Uniform Changes.

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

12.3 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.

12.4 Replacement of Personal Property.

The Employer agrees to repair or replace corrective lenses, percent sun glasses, wrist watch 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 \$500.00 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.

SECTION 13: TRAVEL & GENERAL

13.1 Schools, Seminars, and Conferences.

Registration fees for required attendance at any school, seminar, or conference, shall be paid by the Village.

13.2 Tuition Reimbursement Program

The Village will reimburse tuition and books for approved courses or degree programs at universities under the following conditions:

- (a) The individual course or degree related course of study is job-related to the employee's present or future job responsibilities;

- (b) The individual course or degree related course of study is approved by the Chief of Police and the Village Board of Trustees prior to the employee's enrollment;
- (c) The employee achieves a grade of "C" or better or pass, if pass/fail;
- (d) Employees who anticipate requesting reimbursement should do so by October 31 of the year preceding the fiscal year in which they will request such reimbursement; and
- (e) Employees shall receive reimbursement within thirty (30) days upon proof of completion of course and grade achieved, to the Village.
- (f) Employees who receive reimbursement from the Village for expenses covered under this Section and who leave the employment of the Village within five (5) years of such payments shall agree to reimburse the Village for its payment of reimbursements paid to that employee.

13.3 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.

13.4 Reporting of Unsafe Equipment.

The Employer shall not require an employee to use any equipment which has been determined to be defective until such time as that defect has been rectified. When an assigned departmental vehicle or item of equipment is found to have a disabling defect or is in violation of laws, an employee shall notify a supervisor, complete required reports, and follow the supervisor's direction relating to requests for repairs, replacement or operation of said vehicle or item of equipment. No employee shall fail to obey a direct order of the supervisor concerning use of a vehicle or piece of equipment unless the employee has reasonable fear of an immediate and significant danger which might arise from such use. Any such fear shall be immediately detailed in writing and fully investigated by the parties.

13.5 Working Conditions.

The Employer shall use all reasonable effort to provide reasonably safe working conditions for the employees.

13.6 Reporting of Unsafe Conditions.

All employees will follow all reasonable safety rules and regulations established by the Employer and will report to the Chief of Police any condition that appears to be unsafe.

13.7 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 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 upon presentation of appropriate receipts:

- 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.

13.8 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. Ammunition provided under this Section shall be limited to ammunition for the employee's duty weapon only.

SECTION 14: HEALTH AND LIFE INSURANCE

14.1 Life Insurance.

The Employer shall provide each full-time employee term Life Insurance in the amount of forty thousand dollars (\$40,000.00).

14.2 Group Insurance Coverage.

The Village shall provide group health, dental (including orthodontics), vision, and prescription coverage for all employees and their dependents subject to the employee payments below. The coverage and type of policies shall be at the minimum as is set forth and existed. The Village shall have the right to change insurance carriers provided that said carriers shall provide comparable coverage.

14.3 Cost.

The Employee shall pay the following towards HMO or PPO insurance coverage, whichever the Employee so selects, including Dental and Vision Insurance:

Single Coverage (employee only): 0% of the Total Premium Cost

All Other Coverage Options*: 6% of any Total Premium Costs in excess of Single Coverage

*Other coverage options include: employee plus one, employee plus children; and family.

14.4 Worker's Compensation Insurance.

The Village shall comply with the Illinois Worker's Compensation Act. All Employees 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.

14.5 Inoculation.

The Employer 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.

14.6 Line of Duty Death.

The Village of Roscoe will provide forty thousand dollars (\$40,000.00) term accidental death and dismemberment insurance payable to the estate of any officer of the Police Department killed in the line of duty. The funds shall be used to defray or reimburse all reasonable funeral and burial expense and shall be in addition to the term life insurance policy provided in Section 18.1 above.

14.7 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.

SECTION 15: WAGES

Wage scale in accordance with Resolution 2014-R45

15.1 Base Pay.

Sergeant's base pay shall be ten percent (10%) above the highest paid patrol officer under the current Agreement with the Fraternal Order of Police and the Village of Roscoe.

15.2 Longevity Pay.

Each employee shall receive on May 1st of each year longevity pay based on his/her years of service since his last date of hire as a full-time employee of the Police Department in accordance with the following schedule:

Five (5) years of completed service	1.5% of base wage
Ten (10) years of completed service	3% of base wage
Fifteen (15) years of completed service	4.5% of base wage
Twenty (20) years of completed service	6% of base wage

SECTION 16: SUBSTANCE AND ABUSE TESTING

16.1 Statement of Village Policy.

It is the policy of the Village of Roscoe that the public has the right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect their employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

16.2 Prohibitions.

Employees shall be prohibited from:

- A. consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle while engaged in Village business, except as required in the line of duty;
- B. illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- C. being under the influence of alcohol or illegal drugs during the course of the work day;
- D. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

16.3 Drug and Alcohol Testing Permitted.

a.) Reasonable Suspicion: Where the Village has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Village shall have the right to require the employee to submit to alcohol or drug testing. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 16.4 below. The foregoing shall not limit the right of the Village to conduct such test as it may deem appropriate for persons seeking employment as police employees prior to their date of hire.

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.

16.4 Reasonable Suspicion Standard.

Reasonable suspicion shall be based upon the following:

- a. Observable phenomena such as direct observation of the use or the verifiable physical symptoms resulting from using or being under the influence of drug or alcohol; or,
- b. Firsthand information provided by an identifiable, reliable and credible third party that an employee has recently used illegal drugs, or is consuming or under the influence of alcohol during the course of the work day.

16.5 Order to Submit to Testing.

At the time an employee is ordered to submit to testing, the Village shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test, except when the testing is ordered pursuant to 50 ILCS 727/1-25. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with an Attorney at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to legal counsel. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

16.6 Tests to be Conducted.

The Village shall:

- a. Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse Management Safety and Health Administration (SAMSHA);

- b. insure that the laboratory or facility selected conforms to all SAMSHA standards;
- c. establish a chain of custody procedure for both sample collection and testing will insure the integrity of the identity of each sample and test result. No employee below the rank of sergeant shall be permitted at any time to become a part of such chain of custody.
- d. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. collect samples in such a manner as to preserve the individual employee's or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise right to privacy, insure a high degree of security of the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory the accuracy of the testing procedure;
- f. confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief of Police within seventy-two (72) hours of receiving the results of the tests;
- h. require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the employee's interests;
- i. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing any alcohol concentration of .05 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- j. provide each employee tested with a copy of all information and reports received by

the Village in connection with the testing and the results;

k. ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

16.7 Right to Contest.

The employee shall have the right to file a grievance concerning any testing, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this document. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue to same in their own discretion, with or without the assistance of legal counsel.

16.8 Voluntary Requests for Assistance.

The Village shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Village shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of the police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

16.9 Discipline.

Use of illegal controlled drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on

duty (except as may be required in the line of duty), shall be cause for discipline, up to and including termination, subject to confirmation by the grievance and arbitration procedure or the Village of Roscoe Board of Fire and Police Commission. While all such disciplinary issues shall be subject to the jurisdiction of an arbitrator or Board of Fire and Police Commission, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this document.

16.10 Random Testing.

In the first instance that an employee is found to be under the influence of alcohol, and for whom the Employer, arbitrator, or commission has deemed appropriately should undergo treatment in lieu of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall be subject to the following conditions:

- A. the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. the employee discontinues his use of illegal drugs or abuse of alcohol;
- C. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- D. the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

Furthermore, employees voluntarily assigned to the position of D.A.R.E. Officer, or drug enforcement task force or unit may be subject to random drug and alcohol testing.

SECTION 17 MISCELLANEOUS

17.1 Effects of Conflict with Law.

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

17.2 Partial Invalidity.

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to the other persons or circumstances shall not be affected thereby.

17.3 Valid Substitute to be Bargained.

If any provision of this Agreement or the application of such provision to any person or circumstances shall at any time be contrary to law, the parties shall meet to negotiate a substitute provision which shall remain in effect until the expiration of the Agreement or until the affected provision is restored pursuant to the above paragraphs. Should the parties bargain to impasse over the substitute provision, such shall be resolved in accord with the impasse procedures contained in the Act.

17.4 Maintenance of Standards.

All economic benefits and work practices which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

17.5 Term of Agreement.

This Agreement shall be effective from 12:01 A.M. on _____, 2024, (Effective Date) and shall remain in full force and effect until 12:59 P.M. on December 31, 2026. It shall continue in effect from year to year thereafter. A request to bargain for a new agreement can be made by either party.

17.6 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.

17.7 Good Faith Bargaining.

Recognizing that this Agreement is the product and the demonstration of the strength of the bargaining process engaged in good faith and recognizing the uniqueness of this Agreement between these parties, and notwithstanding any provisions to the contrary, both parties hereby affirm their intent that this Agreement shall remain in full force and effect after expiration until a new Agreement is reached.

Executed this _____ day of _____, 2024.

Village of Roscoe

Sergeant's Negotiating Unit

Village President Carol Gustafson

Sergeant Robert Lewis

Chief of Police Samuel Hawley
Roscoe Police Department

Sergeant Caleb Brown