

**RESOLUTION NO. 18 - R - 86**

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**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND OSWEGO POLICE SERGEANTS**

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**WHEREAS**, the Village of Oswego (“Village”) has a population of more than 25,000 and is therefore a “Home Rule Unit” under the 1970 Illinois Constitution; and

**WHEREAS**, the Illinois Constitution of 1970 provides that a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license, to tax; and to incur debt; and

**WHEREAS**, it is in the best interest of the Village of Oswego to execute the Agreement between the Village of Oswego and the Oswego Police Sergeants substantially in the form attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL AND WILL COUNTIES, ILLINOIS,** as follows:

**SECTION 1. INCORPORATION OF RECITAL**

That the recitals set forth above are incorporated here by reference.

**SECTION 2. SUPPORT FOR CONTRACT**

The Village President and Village Clerk be and are hereby authorized and directed to execute on behalf of the Village of Oswego the Agreement with the Oswego Police Sergeants concerning the Oswego Police Sergeant Agreement substantially in the form attached hereto as Exhibit "A".

**SECTION 3. REPEALER**

All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

**SECTION 4. SEVERABILITY**

This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph,

provision or section or part of a phrase, clause, sentence, paragraph, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

**SECTION 5. EFFECTIVE DATE**

This Resolution shall be in full force and effect from and after its passage.

**PASSED** by the Board of Trustees of the Village of Oswego, Kendall and Will Counties, Illinois this 2<sup>nd</sup> day of October 2018.

RYAN KAUFFMAN	<u>AYE</u>	JUDY SOLLINGER	<u>AYE</u>
KARIN MCCARTHY-LANGE	<u>AYE</u>	LUIS PEREZ	<u>ABSENT</u>
PAM PARR	<u>ABSENT</u>	JOE WEST	<u>ABSENT</u>
GAIL JOHNSON	<u>AYE</u>		

**APPROVED** by me, Gail E. Johnson, as President of the Village of Oswego, Kendall and Will Counties, Illinois this 2<sup>nd</sup> day of October 2018.

  
GAIL E. JOHNSON, VILLAGE PRESIDENT

  
Tina Touchette, Village Clerk

STATE OF ILLINOIS     )  
                                  )  
COUNTIES OF KENDALL)  
AND WILL                    SS

**CLERK'S CERTIFICATE**  
**(RESOLUTION)**

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall and Will County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF OSWEGO AND OSWEGO POLICE SERGEANTS**

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 2<sup>nd</sup> day of October 2018, and thereafter approved by the Village President on the 2<sup>nd</sup> day of October 2018.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 3<sup>rd</sup> day of October 2018.

  
\_\_\_\_\_  
Tina Touchette, Village Clerk  
Village of Oswego



**EXHIBIT A**

**Sergeant Agreement**

**BETWEEN**  
**THE OSWEGO POLICE SERGEANTS**  
**AND**  
**THE VILLAGE OF OSWEGO**

**May 1, 2018 through April 30, 2022**

**ARTICLE I**  
**LAYOFF**

**Section 1.1. Layoff.**

If there is to be a reduction in the number of Sergeants, the least senior Sergeant will be demoted to the rank of Patrol Officer and a Patrol Officer will be laid off. Said employee will be promoted back to the rank of Sergeant when the first position again becomes available and will not be required to test for that position.

**ARTICLE II**  
**COMPENSATION AND HOURS OF WORK**

**Section 2.1. Compensation.**

Compensation – Sergeants will have a 3 step compensation rate as follows: 1 year 10% above the highest paid patrol officer's base salary, 2 year 12.5% above the highest paid patrol officer's base salary and the 3 year will be 15% above the highest paid patrol officer's base salary.

**Section 2.2. Work Hours and Scheduling.**

Scheduling will continue to be assigned in the same manner and practice as current except as noted below:

Employees assigned to the patrol division are regularly scheduled to work 84 hours in a 14-day work period and shall receive overtime pay for all time worked in excess of eighty (80) hours in a 14-day work period. Employees agree to accept four consecutive hours of scheduled time off each work period at the beginning or end of a work shift, to maintain 80 hours of work time in a work period. The 8 hour shortened shift, or "short day", shall be chosen prior to October 1<sup>st</sup> in the preceding year and shall be in accordance with seniority.

Sergeants who are not on full unrestricted duty due to FMLA time off, approved long term training in excess of 80 hours, or light duty will not be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time. In addition, employees serving disciplinary suspensions shall not be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time as long as the request to use paid leave by another employee is received at least 72 hours in advance of the beginning of the disciplinary suspension. It is agreed that such requests will result in the rescheduling of the disciplinary suspension in order to accommodate the requested time off. However, if the request to use paid leave is received with less than 72 hours before the beginning of the disciplinary suspension, the employee on suspension shall be counted as off on scheduled leave for purposes of determining other employees' eligibility to request and use paid leave time. During the annual Vacation & Holiday time selection process, when one Sergeant on a shift opts to use a total of 80 hours of benefit time in one (1) pay period, this will preclude any other Sergeant on that shift from using benefit time. When multiple Sergeants on the same shift utilize benefit time in the same pay period, a total of not more than seventy-two (72) hours of benefit time will be authorized.

Sergeants assigned to swing shifts will have their schedules locked in place on a rolling basis from the current month through the end of the following month. (Example: On June 15<sup>th</sup>, the Sergeants assigned

to the swing shift will have a schedule locked in through July 31<sup>st</sup>, any changes to that Sergeant's schedule will be agreed upon.)

Overtime: All hours worked in excess of the designated work cycle shall be paid at time and one-half the regular rate of pay. A "work cycle" or "work period" is defined as a regularly recurring 14-day period.

For the purposes of calculating overtime all benefit time will be included.

### **Section 2.3. Call Back.**

Any Sergeant covered by this Agreement who is called back to work on an assignment which does not continuously precede or follow a Sergeants regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater.

### **Section 2.4. Court Time.**

Sergeants required to attend court during off-duty hours shall be compensated with a minimum of 3 hours for pay or the actual time worked at overtime rate, whichever is greater, for such court appearance, including travel to and from the police department. If a department vehicle is not available, a Sergeant using his own vehicle to attend court shall be reimbursed for travel at the mileage rate recognized by the Internal Revenue Service for the mileage calculated from the Village Police station to the courthouse. If attendance in court requires payment for parking, then the parking fee shall be reimbursed to the Sergeant.

### **Section 2.5. Fitness Test.**

Sergeants shall participate in the Police Department's annual (1) Power Test and (2) physical fitness test which shall be designed with input from the Sergeant Group, provided the final form of the test shall be determined by the Chief and will be job specific. In lieu of the required fitness test (2) of this section, sergeants may participate in the Village's annual wellness screening. Participation in the physical fitness test shall be considered "on-duty" time for all compensation purposes, including but not limited to overtime and workers' compensation. Test results of Sergeants who make good faith efforts while participating will not be utilized for disciplinary purposes. Sergeants who pass the Power test shall receive 1.5 hours of compensatory time for each of the four categories of the Power Test passed, not to exceed 6 total hours.

### **Section 2.6. Shift Trading.**

With at least seven (7) days notice, a Sergeant shall be permitted to exchange shifts with another Sergeant subject to the approval of the Chief of Police or his designee. Shifts traded must have all dates and times declared at time of submission. The sergeants involved shall be assigned to the same division. The shifts traded do not have to be full shifts but must be at least two (2) hours of scheduled time. If the shift trade is less than a full shift, it must take place at the beginning or end of the shift. No trade shall be permitted allowing a Sergeant to work more than 16 consecutive hours. Moreover, Sergeants must trade shifts with other Sergeants who possess the same or very similar specialty skills, as approved by the Chief of Police. Shift swaps will be allowed outside the same pay period, as long as they occur within the same calendar year. The Village shall have no liability for payment or time off to any Sergeant whose shift trade was not fulfilled by another Sergeant. In the event a Sergeant who agreed to work a shift for

another Sergeant calls in sick on the date of the traded shift and causes overtime, the Sergeant shall be charged sick leave at time and one-half the hours of sick leave used.

**Section 2.7. Meetings.**

Sergeants will receive a minimum of (2) hours of pay for all off duty mandatory meetings.

**Section 2.8. Specialty and On-Call Pay.**

In the event the Police Chief, or his designee, appoints a Sergeant to serve in a specialty position designated below, then that Sergeant shall be eligible for a specialty bonus if he is serving in the specialty position for any duration on a permanent or temporary basis. Such employee shall receive:

Detective Sgt.	\$50 bi-weekly
Special Assignment Sgt.	\$50 bi-weekly
Field Training Officer	\$30 per day while conducting training
On-call Sergeants ( <i>Detective, K-9, Accident Investigator</i> )	\$75 per week while on call
<i>On-call Sergeants (Evidence Technician)</i>	\$20 per day while on-call.

**Section 2.9. Compensatory Time. (Effective upon execution)**

In lieu of overtime pay, an employee may earn compensatory time at a rate equal to one and one-half (1.5) hours for each overtime hour worked in accordance with the provisions of overtime sections of this Agreement. Employees may accumulate up to 100 hours of compensatory time, on a rolling basis. Employees must advise the Chief or his designee that he or she desires to have the overtime credited as compensatory time as of the time the overtime is worked, otherwise the overtime assignment shall be presumed to be paid by monetary compensation. The Village shall approve use of compensatory time provided there are sufficient personnel to cover the Village's minimum manning requirements at no additional cost or expense to the Village. Generally, compensatory time requests shall be submitted at least 48 hours prior to use, however requests with less than 48 hours notice shall be granted if minimum staffing and other departmental needs can be met. The Village agrees to notify the Sergeant Group as to their minimum staffing level as described within this provision. Compensatory time may be taken in no less than 2 hour increments, unless the shift to be taken off is a whole shift with an odd number of hours. Employees may cash out earned but unused compensatory time with advance notice. Such cash out will be issued on a separate payroll check at the employee's request.

**Section 2.10. Overtime Assignments.**

Overtime will continue to be assigned in the same manner and practices.

**Section 2.11. Contract Details.**

Sergeants shall be compensated for contract details at the hourly rate agreed upon between the Village and the organization requesting the detail. The parties agree that when extra details are available such details shall be offered to employees covered by this agreement, provided that Sergeants who are ordered to work shall be compensated at the overtime rate of pay. Employees shall be given 7 days notice before being ordered to work these details. The Village retains the right to assign individuals to extra details in the event no one volunteers for such work. Such assignments shall be made by order of inverse seniority on a rotating basis. Sign-up for contract details shall be conducted in a fair and equitable

manner, and shall be open to all members of the Department, however, Sergeants shall submit a memorandum to the chief of police to indicate if they want to be included on the sign-up list, otherwise they will not be contacted for available details. There shall be no bumping for contract details.

The Village may require that special skills are required for members to be eligible for certain contract details (i.e. opportunity school).

**Section 2.12. No Pyramiding.**

Overtime compensation shall not be paid more than once for the same hours under any provision of this article, this Agreement, State or Federal law.

**ARTICLE III  
VACATION**

**Section 3.1. Vacation Pay.**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

**Section 3.2. Scheduling.**

Vacation calendar procedure will continue in the same manner and practice as currently done. Up to 120 hours of vacation time can be used consecutively.

The Village shall have the right to designate the following blackout dates for vacation selection; four(4) days for Prairie Fest and one (1) day for the Independence celebration. During the term of this Agreement, it is agreed that once the Prairie Fest schedule is finalized by the Park District, the Chief in his sole discretion shall determine whether any part of the blacked out time may be lifted. Any opened slots may be selected by officers from the affected shifts by a seniority based selection process.

**Section 3.3. Accrual Schedule.**

Sergeants shall accrue vacation on a biweekly basis based on years of service.

<b>YEARS OF SERVICE</b>	<b>HOURS</b>
After one year	80 hours (3.077 hours biweekly)
After three years	96 hours (3.692 hours biweekly)
After four years	104 hours (4 hours biweekly)
After five years	120 hours (4.615 hours biweekly)
After ten years	144 hours (5.538 hours biweekly)
After fifteen years	160 hours (6.154 hours biweekly)
After twenty years	192 hours (7.285 hours biweekly)

**Employees may accrue up to a maximum vacation balance of their total annual accrual amount plus 40 hours, or 56 for 12-hour employees (accrual threshold). For example, an employee with three years of service may accrue up to 136 hours (141 hours for a 12-hour employee). After reaching the maximum accrual amount, employees will no longer accrue vacation until their**

**balance is below their accrual threshold.**

## **ARTICLE IV HOLIDAY AND PERSONAL TIME**

### **Section 4.1. Holidays. (Effective upon execution)**

There will be 11 recognized holidays for all Sergeants:

New Year's Day  
Martin Luther King Jr.'s Birthday  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

\* Non-patrol Sergeants will be allowed to take the following holiday benefit time not on the observed day: Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Labor Day and Veterans Day. The Sergeant shall notify their division supervisor 72 hours in advance if they elect to work one of these designated holidays, otherwise it will be presumed that they will be off for that holiday.

### **Section 4.2. Holiday Time. (Effective upon execution)**

All covered Sergeants, including those assigned to Support Services Division shall receive 104 hours of holiday time off which may be scheduled off in advance as provided for in the vacation and holiday scheduling procedure set out in this Agreement. Holiday time must be used in half or full shift increments, unless using the balance of the sergeant's holiday time, in which case less than half or full shift increment may be used. The 104 hours recognizes the Village's practice of granting two floating holidays in addition to the above listed days. Annually in November, employees may request in writing to receive up to twenty-four (24) hours of pay for unused holiday time which will be paid out no later than the last pay period in December. In the event that a Sergeant leaves the employment of the Village, and has used more than the prorated amount of holiday time earned for that portion of the year served as an employee, then the compensation for such holiday time shall be deducted from any monies owed to the Sergeant as part of final compensation.

## **ARTICLE V LEAVE OF ABSENCE**

### **Section 5.1. Absence from Work.**

All absences from work must be reported to the Sergeant on duty at least one (1) hour prior to assigned working shift unless exigent circumstances prohibit the notice.

### **Section 5.2. Sick Leave Accrual and Usage.**

Sick leave will be accrued at 96 hours per calendar year. Sick hours will be credited to Sergeant's sick bank on January 1st of each year. Each year a sergeant may take up to 30 hours of sick leave for personal reasons when staffing and other departmental needs permit, in accordance with past practice. Sick leave is subject to accrual to a maximum of 1560 hours.

Pursuant to the peace officer's continuation privilege set forth in the Illinois Insurance Code, any employee retiring during the time of this Agreement who has been employed with the Village of Oswego for at least twenty (20) years (or who retires on a disability pension) will be entitled to continue to participate in the Village's health insurance plan along with any dependents who were covered by the plan as of the date of the Sergeant's retirement. The Sergeant and dependents are responsible for paying the premiums due for the continued coverage on a monthly basis on or before the due date set by the Village. Sergeants shall not receive any cash payment for accrued sick leave at separation from employment. However, Sergeants retiring with at least 20 years of service, or receiving duty disability pension, shall have a credit established for the payment of post-employment health insurance premiums in a sum equal to the value of their accrued sick time. For purposes of this Agreement the credit for accrued sick time will be calculated at the Sergeant's hourly rate at time of separation times the number of accrued sick leave hours. Any dependents that become ineligible for continued coverage, but who are entitled to and elect COBRA or some other federal or State of Illinois continuation coverage, may have their premiums paid from the credit balance of the retired Sergeant if the Sergeant provides written authorization for the Village to do so. Once the credit balance is exhausted, the retired Sergeant and dependents shall be fully responsible for the payment of the premiums for continued coverage pursuant to Illinois statute.

Any accrued sick leave shall be made available to surviving dependents to use towards healthcare benefits offered by the Village in the same method as described in the above paragraph, regardless of length of service.

The Village and Sergeant representatives will explore the creation of a VEBA or similar post-retirement health care savings account to which sick time would be paid. The exploration will evaluate the initial and ongoing costs and evaluating how and if to establish a program that meets the needs of both the Village and the Sergeants. At such time the Sergeants and Village agree to the terms of establishing a VEBA or similar account, the parties shall meet to re-open negotiations on this section only.

### **Section 5.3. Bereavement Leave.**

Up to three (3) paid days per occurrence shall be allowed for a death in the immediate family. Immediate family members shall include a grandparent, parent (including step), spouse, child (including step and adopted), grandchild, siblings (including step and half siblings), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or relative living in the household. These paid days are considered as bereavement days and not sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal/compensatory days, with approval of the Department Head. Paid bereavement days are applicable to regular full-time employees only. Up to one day of bereavement leave for close relatives not included in the list above (e.g. cousin, aunt, uncle, etc.) may be granted by the Department Head.

The Village shall comply with the requirements of the Child Bereavement Leave Act (State of Illinois Public Act 99-0703). Employees who have been employed with the Village for at least 12 months and have worked 1,250 hours during the last 12 months are eligible for leave under the Child Bereavement Leave Act. Child is defined as an employee's son or daughter who is biological, adopted,

or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. In addition to the time granted in the section above, eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) total, up to an additional seven (7) days of unpaid bereavement leave to:

1. Attend the funeral or alternative to a funeral of a child;
2. Make arrangements necessitated by the death of the child; or
3. Grieve the death of the child.

**Section 5.4. Childbirth and Family Medical Leave Benefits.**

Childbirth and family medical leave shall be granted in compliance with the provisions of the Family Medical Leave Act of 1993 ("FMLA"), as amended, and Village Policy.

**Section 5.5. General Leave of Absence.**

A Police Sergeant, regardless of length of service or status, may request a leave of absence from work for a period of one (1) year subject to written approval of Chief of Police. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay and benefits.

**Section 5.6. Military Leave.**

Military leave shall be granted in accordance with applicable law.

**Section 5.7. Jury Duty.**

Police Sergeants shall receive regular compensation on any regularly assigned work day when serving on jury duty, regardless of assignment. Any compensation received from the circuit court as a result of serving on jury duty shall be signed over to the Village of Oswego. Sergeants shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve. In the event that a Sergeant does not spend 12 hours on jury duty, then the Sergeant shall work the difference between 12 hours and the time actually spent on jury duty; however, no Sergeant shall be required to work less than 2 hours in a day.

**ARTICLE VI**  
**EDUCATION BENEFITS**

**Section 6.1. On-Duty Training.**

Sergeants required to travel to training located away from the Oswego Police Department – as determined by Google Maps internet service (one way calculation) – shall be compensated as follows:

- |  |                                |
|--|--------------------------------|
| More than 20 miles but less than 35 miles: | One and one-half (1 ½) hours   |
| More than 35 miles but less than 50 miles: | Two and one-half (2 ½) hours   |
| More than 50 miles:                        | Three and one-half (3 ½) hours |

The foregoing provisions do not apply in cases where training-related travel requires overnight lodging. Travel costs for training requiring overnight lodging will be addressed by the Police Chief on a case-by-case basis at the prior written request of the Sergeant attending

**Section 6.2. Scheduling of On-Duty Training.**

The Department shall provide notice of in-house training to all Police Sergeants assigned to such training by posting the shift schedules. When training outside the Department is scheduled for Sergeants

covered herein, said Sergeants shall be given as much notice as possible as the Village receives from the training facilities.

**Section 6.3. Training Reimbursement.**

Any Police Sergeant taking part in duty-related training approved by the Chief of Police in his discretion shall:

- (a) Be provided the use of a department vehicle for travel to and from training, when available, or shall receive the current applicable Village rate, up to a maximum of the Internal Revenue Service standard rate of reimbursement for mileage, when using a personal vehicle;
- (b) Be reimbursed for the actual reasonable cost of meals when requiring travel outside of the Village of Oswego, not to exceed \$50.00 per day unless approved by Command, and an additional \$30.00 per day for training which requires overnight travel;
- (c) Be compensated in advance or be reimbursed for any and all prior approved lodging expenses for training classes that require overnight stays.

**Section 6.4. Educational Incentive.**

Any member covered by this Agreement with at least two (2) years of full-time experience with the Village who enrolls in an accredited course of studies, either at an accredited college or university, in a law enforcement related curriculum, Accounting, Business/Business Administration, Computers, Management, Finance, Public Administration, or Political Science, English, Foreign Language, or any other studies approved by the Chief may have the tuition for such subjects or courses reimbursed upon approval by the Police Chief and contingent upon the availability of budgeted funds. The maximum hourly rate of reimbursement for tuition must not exceed the hourly rate of tuition charged at the college or university.

Sergeants who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement. By September of each year, Sergeants who are interested in pursuing professional training and education shall submit a written list of courses for which they plan to seek reimbursement in the coming year. The Sergeant must receive a grade of B or better or "pass" for non-graded courses in order to receive reimbursement and provide evidence thereof to the Chief.

Sergeants who leave the employ of the Village less than twelve (12) months after completing education credits for which the Village provided tuition reimbursement shall, upon termination of employment, re-pay such tuition reimbursement to the Village.

**ARTICLE VII**  
**DISCIPLINE**

**Section 7.1. Procedure of Discipline.**

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

**Section 7.2. Disciplinary Action.**

All disciplinary action shall be given only for just cause, and is subject to the grievance procedure as described within the Oswego Police Department Grievance Procedure and Internal Affairs General Orders. Notice of said disciplinary action shall be provided in writing to the employee.

**Section 7.3. Written Reprimand.**

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The Sergeant will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The Sergeant's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

**Section 7.4. Purge of Personnel File.**

Any written reprimand, including documented verbal reprimands, shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. The employee shall submit a request at the end of the twelve (12) month period for the removal of the reprimand from his file.

**Section 7.5. Personnel File.**

The Village agrees to abide by the lawful requirements of the Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.* of the Illinois Compiled Statutes.

**ARTICLE VIII  
INSURANCE BENEFITS**

**Section 8.1. Hospitalization.**

The Village shall continue to make available to non-retired employees and their eligible dependents health insurance, prescription, vision and dental coverage and benefits, according to a plan or plans selected by the Village. Currently the Village has HMO, HSA and PPO plan options. Employees shall have the option to select plan coverage annually during an open enrollment period. The Cost for Employees electing coverage will be as follows for both the employee and dependents through payroll deduction:

Effective May 1, 2018:	HMO 0% of the Cost of coverage PPO 17.5% of the Cost of coverage PPO + HSA 12.5% of the Cost of coverage
Effective July 1, 2019:	HMO 5% of the Cost of coverage PPO 20% of the Cost of coverage PPO + HSA 20% of the Cost of coverage

In addition, for those employees electing HSA coverage, the Village will make contributions to the employees' health savings accounts as follows:

January 1, 2019: \$1500 for single coverage, \$3000 for dependent coverage.

There shall be no substantial decrease in benefits level of this coverage. However, should any penalty provision of the Affordable Care Act apply to the Employer or employees during the term of this Agreement, e.g. the "Cadillac Plan" or similar penalty provision, the parties agree that they will promptly re-open negotiations regarding this article of the Agreement. "Cost" for purposes of this Section includes premium and any applicable state and federal taxes and fees.

The Village will continue to explore and if necessary, implement additional insurance plans and/or alterations in plan design, in order to control insurance costs.

Before implementing any changes in plans to be offered to employees, the Village shall convene an insurance committee consisting of employee representatives from its various departments, including a representative from the Sergeant Group. The committee will review plan options and cost considerations, and make recommendations to the Village Administrator. At the time the Village Board considers the committee's recommendation, the committee shall have the opportunity to address the Board.

Any questions or disputes concerning insurance policies or plans or benefits provided by the Village shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve an insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee.

### **Section 8.2. Life Insurance.**

The Village shall provide and pay for each Sergeant with term life insurance with a benefit amount equal to \$20,000.

### **Section 8.3. Continuation of Benefit.**

The Village will provide benefits as required by the Public Safety Employee Benefits Act, as it may be amended.

## **ARTICLE IX** **LIGHT DUTY**

### **Section 9.1. Light Duty.**

Sergeants who are temporarily disabled from duty may request a light duty assignment. A physician's written verification may be considered sufficient evidence of a Sergeant's temporary disability from duty. Light duty assignments may be granted at the discretion of the Chief of Police in conjunction with the Village Human Resources Director based upon the availability of appropriate assignments, considering the Sergeant's knowledge, skills and ability, as well as the nature of the disability. There shall be no pyramiding of benefits of light duty assignments with worker's compensation or other disability benefit.

**Section 9.2. Pregnancy.**

Any Sergeant who becomes pregnant while employed by the Village shall immediately notify the Chief of Police of her condition. Upon notice of pregnancy, the Village shall provide the pregnant Sergeant with alternate, non-hazardous duty options in order to allow the Sergeant to avoid potential duty-related health risks a police Sergeant and her unborn child may face. The decision to accept a non-hazardous duty assignment or remain on her current duty shall be completely voluntary and solely within the discretion of the pregnant Sergeant. A Sergeant's acceptance of a non-hazardous duty assignment shall not result in a loss of pay, benefits, seniority or eligibility for promotion.

If a pregnant Sergeant chooses to remain on her current duty assignment, it shall be the Sergeant's responsibility to receive clearance from her OB-GYN to continue working in such capacity. The pregnant Sergeant shall present the Village with her OB-GYN's medical clearance immediately following each scheduled examination. If at any time the Chief of Police has reason to believe that the pregnant Sergeant's condition interferes with her ability to perform her duties or potentially affects the safety of the pregnant Sergeant, other employees or the members of the public, the Police Chief shall immediately place the pregnant Sergeant on non-hazardous duty.

The option for non-hazardous duty shall be available to any pregnant Sergeant during her pregnancy and a reasonable period of recovery thereafter. The Village shall hold the Sergeant's job open for the same period of time afforded to sick or disabled employees. The Village shall provide leave for a Sergeant who is pregnant, recovering from childbirth, or caring for a newborn in accordance with the Village's general leave policies.

Nothing in this policy shall violate the Pregnancy Discrimination Act amendment to Title VII of the Civil Rights Act of 1964 or the Illinois Human Rights Act.

**ARTICLE X**  
**UNIFORM BENEFITS**

**Section 10.1. Benefits.**

The Village shall utilize a quartermaster system for all other Sergeants, providing that when an employee turns in a piece of issued equipment, as listed in Appendix C, that is no longer usable, said equipment shall be replaced with new equipment. All equipment turn-ins shall be with the approval and the review of the Chief of Police or his designee.

The Village shall provide a bi-annual uniform allowance in 2 payments in the amount of \$350.00 each, one in the spring and one in the fall, to the Detective Sergeant, provided the Detective Sergeant does not utilize the quartermaster system for investigator uniforms. In the event the Detective Sergeant decided to utilize the investigator quartermaster system then the Detective Sergeant will receive an annual payment of \$200.00.

**Section 10.2. Body Armor.**

The Village agrees to provide a bullet-proof vest to each member covered by this Agreement at the Village's expense. Bullet-proof vests are part of the uniform and must be worn at all times unless inside the police station or on an undercover assignment. The Village agrees to replace each bullet-proof vest upon the manufacturer's suggested expiration date with the cost of said vest being paid for by the Village and not charged against a member's uniform allowance. The Village shall have the sole discretion to determine the vest to be provided, however, the vests shall have minimum standards of a

threat level II, side ballistic panels, and a chest trauma plate. Sergeants who wish to use a higher threat level or different manufacturer than the Village chooses to provide, shall be entitled to do so, and shall receive reimbursement upon the purchase of said vest, up to the cost of the Village-provided vest. A Sergeant choosing to purchase a vest other than that provided by the Village shall provide a receipt prior to being reimbursed for the purchase.

**Section 10.3. Repair or Replacement.**

The Village agrees to provide reimbursement for any items owned by Sergeants that are damaged in the course of duty, including maximum amounts for the following items:

- Watches (\$50 maximum)
- Sunglasses (\$20 maximum)
- Contacts (\$100 maximum)
- Prescription eyewear (\$200 maximum)
- Cell phone (\$600 maximum), effective May 1, 2019, but only when the officer is not otherwise provided with a department issued cell phone and is required by the Chief or his or her designee to use a personal cell phone in the course of duty.

**ARTICLE XI  
HIREBACK**

**Section 11.1. Hireback.**

Sergeants will be offered overtime for shift supervisor duties prior to it being offered to an OIC for overtime. If patrol officer staffing levels are not met due to the use of an O.I.C, a Sergeant will be hired back to cover supervisory duties. The Chief of Police may order a Sergeant to work a supervisor shift if the shift is not filled. The ordered Sergeant will be the least senior Sergeant in rank available.

**ARTICLE XII  
SUPERVISOR TIME**

**Section 12.1. Supervisor Time.**

Sergeants shall receive 12 hours of paid Supervisor time each calendar year. Time can be taken at any time during the year provided it does not result in payment of overtime.

**ARTICLE XIII  
RETROACTIVE WAGES & HEALTH INSURANCE CONTRIBUTIONS**

**Section 13.1. Retroactive Wages & Health Insurance Contributions**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2022. The wage increases shall be fully retroactive to May 1, 2018. The retroactive wages will be paid on a separate check and Sergeants will receive a detailed report of the accounting used to determine the amount issued.

**ARTICLE XIV  
SENIORITY**

**Section 14.1 Seniority.**

Unless stated otherwise in this agreement, seniority for the purpose of this agreement shall be defined as the length of continuous full-time service with the Village as a full-time Sergeant since the Sergeant's date of promotion.

**Section 14.2 Determination of Seniority.**

Seniority shall be determined by the Sergeant's length of service in the department since the date of promotion. Time spent in an appointed position within the department, in the armed forces on military leave of absence and authorized unpaid leaves not to exceed thirty (30) days and time lost due to duty related disability shall be included.

**Section 14.3. Maintenance of Seniority List.**

A current and up-to-date seniority list showing the names and length of service of each Sergeant shall be maintained for inspection by members and shall be updated on an annual basis, on or by August 1<sup>st</sup> of the year. Errors or discrepancies must be brought to the attention of the Chief or his designee within thirty (30) days of the posting of lists or complaints concerning such errors or discrepancies shall be waived.

**APPENDIX A**

<b>Sergeant Salary Schedule</b>			
	Year 1	Year 2	Year 3
	10%	12.50%	15%
5/1/2018			
Hourly	\$49.31	\$50.44	\$51.56
Annual	\$102,570.52	\$104,915.72	\$107,239.60
5/1/2019			
Hourly	\$50.79	\$51.95	\$53.10
Annual	\$105,647.64	\$108,063.19	\$110,456.79
5/1/2020			
Hourly	\$52.19	\$53.38	\$54.56
Annual	\$108,552.95	\$111,034.93	\$113,494.35
5/1/2021			
Hourly	\$53.62	\$54.85	\$56.07
Annual	\$111,538.15	\$114,088.39	\$116,615.44