VILLAGE of ROSCOE

Meeting Agenda

Location:
Village Hall -
10631 Main Street
Roscoe, IL 61073

Village Board of Trustees
Tuesday, November 17, 2026
6:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES

1. **Approval of the Minutes** for the meeting of the Village Board of Trustees from **November 4, 2026.**

PUBLIC COMMENT (Limited to 3 minutes per speaker)

PRESIDENT'S REPORT

PRESENTATIONS

TREASURER'S REPORT

2. Cash Report and Bills
3. Approval of Bills
4. Treasurer's Financial Report for October 2026.

OLD BUSINESS

5. **ZBA Recommendation on Pivot Solar Development.**
6. **ZBA Recommendation on Valley View Tree Farm GDP (First reading only).**

NEW BUSINESS

7. **Resolution 2026-R40 Approving new Police Collective Bargaining Agreement**
8. **Resolution 2026-R41 Approving new Sergeants' Employment Agreement**
9. **Resolution 2026-R42 Dissolving General Fund Encumbrances**

10. **Motion Adopting Street Parking & Safety Regulations/Markings**

CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda, and will be discussed and approved separately.

11. **Approval of Resolution 2026-R39,** approving the service agreement with **Johnson Controls Fire Protection LP.** for the quoted amount of **$3,780.00** for a **Domestic Water RPZ Replacement** at the **Village of Roscoe's Public Works Shop.**

12. **Second Reading Ordinance: Revisions to Title II (Second & final reading).**

QUESTIONS, REPORTS AND BOARD COMMENTS

PUBLIC COMMENT (Limited to 3 minutes per speaker)

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

VILLAGE of ROSCOE

Meeting Minutes

Location:
Village Hall -
10631 Main Street
Roscoe, IL 61073

Village Board of Trustees
Wednesday, November 04, 2026
6:30 PM

CALL TO ORDER

President Gustafson called the meeting to order at 6:30 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT
Trustee William Babcock
Trustee Molly Butz
Trustee Dayne Mead
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

ABSENT
Trustee John Broda

PUBLIC COMMENT (Limited to 3 minutes per speaker)

Erica Reed reads a letter aloud, Given the high rates of domestic violence, I would like to bring to an important, often overlooked matter to your attention. In 2023, I reviewed the national mental health curriculum and determined that only 15 out 885 public mental health programs required a domestic violence course and only 85 offered an elective. Often the electives were not offered on a regular basis and the content was poor. Also, in 2023 I sent this information to lawmakers and suggested a bill. In 2024, I added research studies, federal hearings, state task forces and hearings, and accounts from experts. To date, the following bills have been sponsored: Iowa SB2107, Hawaii SB1635 and 2111, New York S10380, Missouri HB 3007, and Mississippi HB 1419. The bills were for minimal requirements, that is three graduate-level semester hours for an initial license and two continuing education hours for a renewal for counselors, clinical social workers, marriage and family therapists, and psychologists. Really, the requirements should be 12-24 semester hours. I've appealed to Senator Stadelman and Representative Vella numerous times. They're not interested. The policy director at the IL DV Coalitions told Stadelman that education would be a waste of time and he will not disclose conversations with Jennifer Caccuplagia. Vella blamed Chicago advocates. West, the assistant speaker, would not disclose the names or even reasons given by "trusted advocates.". He used the term trusted. Why should therapists' education matter? Because more women seek help from therapists than domestic

violence agencies and they have high rates of malpractice of error. Most therapists don't recognize DV when presented, don't read police reports, give dangerous or unhelpful advice, and either divide the blame between the couple or blame the woman. Although not as often, they see perpetrators and take their word at face value. Also, they recommend joint or sole custody to perpetrators. The Nebraska death review team made similar findings. 26% of women sought help from therapists a year before their murders, and some of the therapists gave them dangerous advice. Only 2% of women went to a DV agency. Nebraska reviewed about 70 murders. Illinois has only reviewed about 10 since 2021 and spent $350,000 a year. The accreditors like the APA and Council of Social Work education dictate curriculum and don't want DV education. The deans don't want it. They've been refusing since 1978 and in recent years. They posted their objections on the Hawaii senate page. Lawmakers don't get involved in higher ed except to hand them a blank check, and the coalitions have partnerships and grants with mental health. They don't get involved either or take their side. These Criticisms apply to law schools and medicine. In closing, please put pressure on state lawmakers and higher ed administrators. We have the right to expect commonsense curriculum. DV is an advanced subject matter that warrants several courses for relevant majors and occupational licenses. Thank you for your time and consideration.

Seeking Support for Domestic Violence Education & Licensing Bill.

Proposed Bill or Law

Three graduate-level semester hours and two continuing education hours on domestic violence for the following licenses: clinical social worker, counselor, marriage and family therapist, and psychologist. Additional hours highly recommended.

Iowa SB2107 (2024)- failed in subcommittee

Hawaii SB1635 (2025)-no hearing

Hawaii SB2111 (2026)- failed in committee

New York S10380 2026)- no hearing

Mississippi HB1419 (2026)-no hearing

Missouri HB3007 (2026)-no hearing

Purpose of the Law

To reduce the high rates of malpractice or error. Common complaints include siding with batterers in couples counseling and custody cases: dividing the blame between the couple or counseling women to try harder: not recognizing DV when presented in a scenario; and giving women dangerous advice. The accreditors or associations (APA, NCSWE, ACA, AAMFT) have ignored recommendations for decades and opposed minimal requirements in recent years. You can read their objections on the Hawaii senate page. Click on testimony button by SB2111.

The Need for Letter of Support, Testimony, and /or Petitions

The DV coalitions have either sided with the mental health lobbyists or refused to get involved. Lawmakers depend on coalitions to testify and solicit speakers for hearings. Also, they've told lawmakers not to sponsor bills for reasons like "we never heard of this" or this would be a "waste of

time." Coalitions have a conflict of interest, i.e. grants and partnerships. I've heard reports that they prioritize their finances over victims' welfare.

Who Am I?

I became aware of this issue after a counselor introduced me to a convicted batterer. In 2023, I reviewed the national DV curriculum in mental health graduate programs and suggested a law. In 2024, I reviewed the mental health journals and government hearings and included accounts from experts. If you would like a copy, have questions, or can provide a letter of support, please contact me at ericareed5050@gmail.com or 815-238-0431. Thank you for your consideration and ongoing advocacy!

Rebecca Carlson expressed support for reducing the salaries of both the Village President and Village Trustees to the levels they were at before the previous Village President increased them. Rebecca noted that, if the Village moves forward with hiring a Village Administrator, the additional expense of that higher-paid position should be considered. Rebecca emphasized the importance of reducing expenses and saving taxpayer money to address the Village's other community needs.

Diane Laforge and Roxanne Smith, board members of 50 North, provided an update on the nonprofit organization serving individuals age 50 and older in the Rockton, Roscoe, and South Beloit area. They reported that the group continues to meet on the first and third Tuesdays of each month at the Rockton Township Community Center, averaging approximately 50-60 attendees per event. Upcoming activities include a Thanksgiving meal and a Christmas gathering in partnership with Roscoe Township, with approximately 120 people expected. Diane and Roxanne also requested financial support from the Village to help sustain the organization and its programs, which provide opportunities for adult over 50 to socialize build friendships, and stay connected. They encourage Village officials to promote 50 North to eligible residents and distributed brochures and informational cards for sharing with the community.

APPROVAL OF THE MINUTES

1. **Approval of the Minutes** for the meeting of the Village Board of Trustees from **October 20, 2026.**

   President Gustafson asked for a motion for the approval of the minutes.

   Motion was made by Trustee Mead, second by Trustee Wright. Voting yes: Trustees Mead, Babcock, Wright, Sima. Voting Abstain Trustee Butz 4-0-1.

PRESIDENT'S REPORT

2. Recognition of Sergeant Weber for 20 Years of Dedicated Service to the Village of Roscoe Police Department

   President Gustafson and Deputy Cheif Tom Farone would like to recognize Sergeant Aaron Weber for reaching 20 years of dedicated service with the Roscoe Police Department. Sergeant Weber joined the department in 2006 and was promoted to sergeant in 2013. Deputy Chief

Tom Farone highlighted his leadership, reliability, contributions to department projects, work as the department's accreditation manager, and his long-standing involvement in organizing National Night Out alongside his wife, Kelly. On behalf of the Village Board and Police Department, Sergeant Weber was presented with a recognition of appreciation for his service and commitment to the community.

The Village President informed board members about the upcoming Northern Illinois Council of Governments Legislative Luncheon, which will be held on Tuesday December 15, from 11:00 a.m. to 2:00 p.m. at the Hard Rock Casino. The event will feature a panel of local legislators who will discuss recent actions in the state legislature and upcoming legislative priorities. Board members were asked to check their availability and indicate their interest in attending so reservations could be made. The registration cost is $75 per person, with the Village helping offset the expense. Several board members immediately expressed interest in attending. The administrator stated that a reminder containing the date, time, and event details would be distributed, and attendee information would be submitted as part of the RSVP process.

PRESENTATIONS

None

TREASURER'S REPORT

3. Cash Report and Bills

   Expenditures $99,964.68, Payroll $111,633.22 Totaling $211,597.90 no motor fuel.

4. Approval of Bills

   President Gustafson asked for a motion for the approval of the bills.

   Motion was made by Trustee Butz, second by Trustee Mead. Voting yes: Trustees Babcock, Wright, Sima, Mead, Butz 5-0-0.

5. Year to Date, Revenues and Expenditures

OLD BUSINESS

No Old Business

NEW BUSINESS (First reading or suspend rules)

6. **Resolution 2026-R37** Casting a Ballot in the **2026 IMRF Executive Trustee Election.**

   President Gustafson asked for a motion to Cast the Ballot for Eric Palm in the 2026 IMRF Executive Trustee Election.

   Motion was made by Trustee Wright, second by Trustee Mead. Voting yes: Trustees Sima, Babcock, Wright, Butz, Mead 5-0-0.

7. **Approval of the 2027 Village Board Meeting Schedule.**

   President Gustafson asked for a motion for the approval of 2027 Village Board Meeting Schedule.

   Motion was made by Trustee Mead, second by Trustee Wright. Voting yes: Trustees Mead, Butz, Babcock, Sima, Wright 5-0-0.

8. **Approval of the 2027 Village of Roscoe Observed Holiday List.**

   President Gustafson asked for a motion for the approval of the 2027 Village of Roscoe Observed Holiday List.

   Motion was made by Trustee Wright, second by Trustee Mead. Voting yes: Trustees Butz, Wright, Babcock, Sima, Mead 5-0-0.

CONSENT AGENDA

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9. **Approval of a Class "T" (Temporary-1 day) liquor license for Rybo Ventues Inc. Inc d/b/a Poison Ivy Pub** for off-premise sales of alcohol in conjunction with **Hometown Holiday** on **November 21, 2026**, from **3pm to 7pm** at **10531 Main Street.**

   President Gustafson asked for a motion for approval of a Class "T" License for Hometown Holiday.

   Motion was made by Trustee Butz, second by Trustee Wright. Voting yes: Trustees Mead, Babcock, Butz, Sima, Wright 5-0-0.

10. **Approval of issuance of a Class "G" (Package Store Beer & Wine)** liquor license to **Oglesby IL LLC dba/Roscoe Shell**. Contingent upon 2 Background checks.

    [Licensed Premises: 5951 E. Rockton Road, Roscoe, IL 61073]

    President Gustafson asked for a motion for approval of a Class "G" License for Oglesby IL LLC dba/Roscoe Shell.

    Motion was made by Trustee Butz, second by Trustee Wright. Voting yes: Trustees Mead, Babcock, Butz, Sima, Wright 5-0-0.

QUESTIONS, REPORTS AND BOARD COMMENTS

None

PUBLIC COMMENT (Limited to 3 minutes per speaker)

No Public Comments

EXECUTIVE SESSION (IF NECESSARY)

11. **Under 5 ILCS 120/2(c)(2).**

    Discussion regarding Labor Contract Collective Negotiation Matters.

    President Gustafson asked for a motion to enter into Executive Session.

    Motion was made by Trustee Butz, second by Trustee Mead, Voting yes: Trustees Mead, Sima, Butz, Wright, Babcock, Gustafson 6-0-0.

    President Gustafson asked to go back into open session.

    Motion was made by Trustee Babcock, second by Trustee Butz. Roll call was taken everyone present.

    No Action was taken at this time.

ADJOURNMENT

President Gustafson asked for a motion to adjourn the meeting.

Motion was made by Trustee Butz, second by Trustee Mead. All in favor yea, no oppose.

Meeting adjourned at 7:10 pm.

Village of Roscoe

Bills Submitted for Approval on November 17, 2026

Pooled Expenditures:

Checking account balance before expenditures			$ 453,272.78
Pooled Money Market			148,792.26
Illinois Funds Balance			8,050,343.55
Total pooled cash and equivalents			8,652,408.59
Expenditures per list		116,519.01	
Additional invoices			
		116,519.01	
Total expenditures			116,519.01
Payroll expense:			
Gross Wages	10/31/2026	109,716.29	
Payroll tax and IMRF	10/31/2026	8,757.30	118,473.59
Total General Fund Expenditures			***234,992.60***
Pooled checking account balance after expenditures			$ 8,417,415.99

Motor Fuel Tax Expenditures

Motor Fuel account balance before expenditures	$ 148,792.26
Motor Fuel Money Market	10,392.01
Illinois Funds Balance	2,647,094.24
Total Motor Fuel cash and equivalents	2,806,278.51

Expenditures:

Vendor	Date	Invoice	Description	Amount
Total Motor Fuel Fund Expenditures				-

Motor Fuel cash and equivalent balance after expenditures 2,806,278.51

Total expenditures for all funds: ***234,992.60***

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.
Invoice Detail.GL account (2 Characters) = {<>} "50"

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AIRGAS USA, LLC									
201	AIRGAS USA, LLC	5528277809	CYLINDER RENTAL - PW	01-030-5860 Equipment Rentals	10/31/2026	117.49	.00		
	Total AIRGAS USA, LLC:					117.49	.00		
AMAZON CAPITAL SERVICES									
311	AMAZON CAPITAL SERVICES	13DC-QRMD-	BINDERS & DIVIDERS FOR BUDGET N	01-010-6020 Office Supplies	11/02/2026	49.95	.00		
311	AMAZON CAPITAL SERVICES	13WQ-4MWJ-	RED & YELLOW LIGHT BULBS - WELC	01-030-5121 Maintenance & Repairs - B	11/06/2026	96.27	.00		
311	AMAZON CAPITAL SERVICES	19X6-D4RD-9C	Planner	01-040-6020 Office Supplies	11/04/2026	9.39	.00		
311	AMAZON CAPITAL SERVICES	1HWD-WWGR-	SMORES FOR HOMETOWN HOLIDAY	01-010-6091 Special Events	11/05/2026	427.76	.00		
311	AMAZON CAPITAL SERVICES	1LRM-7RVM-T	RED LED LIGHT BULBS - HOLIDAY LIG	01-030-5121 Maintenance & Repairs - B	11/06/2026	196.47	.00		
311	AMAZON CAPITAL SERVICES	1LY1-Y9VX-9P	AIR FRESHENER - PW	01-030-5990 Departmental Operating S	11/09/2026	42.58	.00		
311	AMAZON CAPITAL SERVICES	1LY1-Y9VX-9P	DIVIDERS, SHEET PROTECTORS & LE	01-030-6020 Office Supplies	11/09/2026	113.14	.00		
311	AMAZON CAPITAL SERVICES	1NX4-FDCH-W	LIGHT FOR TREE - HOMETOWN HOLI	01-010-6091 Special Events	11/06/2026	269.95	.00		
311	AMAZON CAPITAL SERVICES	1YVG-GHJV-1	ADDRESS LABELS/PRINTER INK	01-010-6020 Office Supplies	11/04/2026	36.59	.00		
311	AMAZON CAPITAL SERVICES	INMR-GKYC-1	FEBREEZE PLUG INS - PW	01-030-5990 Departmental Operating S	11/03/2026	102.71	.00		
	Total AMAZON CAPITAL SERVICES:					1,344.81	.00		
APG OF SOUTHERN WISCONSIN									
442	APG OF SOUTHERN WISCONSI	428774	ZONING LEGAL NOTICES	01-010-5330 Printing & Publishing	10/31/2026	27.37	.00		
	Total APG OF SOUTHERN WISCONSIN:					27.37	.00		
AXON ENTERPRISE, INC.									
602	AXON ENTERPRISE, INC.	INUS495138	Evidence Storage	01-040-5960 AXON Agreements	11/01/2026	486.00	.00		
	Total AXON ENTERPRISE, INC.:					486.00	.00		
BALSLEY PRINTING									
638	BALSLEY PRINTING	166223	FULL COLOR LOGO ENVELOPES	01-010-5330 Printing & Publishing	11/10/2026	255.00	.00		
	Total BALSLEY PRINTING:					255.00	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
BARRICK, SWITZER, LONG, BALSLEY & VAN EV									
661	BARRICK, SWITZER, LONG, BA	89100-000Z 3	TRAFFIC & MISDEMEANOR DUI PROS	01-040-5230 Legal Services - Village Pr	11/03/2026	3,500.00	.00		
661	BARRICK, SWITZER, LONG, BA	89109-000Z 29	ADMINISTRATIVE HEARINGS	01-013-5231 Legal Services - Village Pr	11/03/2026	750.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-000Z 26	GENERAL VILLAGE MATTERS	01-010-5231 Legal Services - General L	11/03/2026	8,257.50	.00		
661	BARRICK, SWITZER, LONG, BA	89110-000Z 26	TIF CHARGES	01-010-5231 Legal Services - General L	11/03/2026	1,192.50-	.00		
661	BARRICK, SWITZER, LONG, BA	89110-010Z 8	LABREE PROPERTY DEVELOPMENT	01-010-5231 Legal Services - General L	11/03/2026	315.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-018Z 16	ROSCOE ADVS HEIMER	01-040-5231 Legal Services - Other	11/03/2026	90.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-019Z 13	ZBA	01-010-5231 Legal Services - General L	11/03/2026	1,575.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-020Z 7	ROSCOE ADVS RATLIFF	01-040-5231 Legal Services - Other	11/03/2026	67.50	.00		
661	BARRICK, SWITZER, LONG, BA	89110-022Z 12	SIGN EASEMENTS	01-010-5231 Legal Services - General L	11/03/2026	157.50	.00		
661	BARRICK, SWITZER, LONG, BA	89110-023Z 4	RAY FERGUSON BIKE PATH PROPER	01-010-5231 Legal Services - General L	11/03/2026	450.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-033Z 6	VALLEY VIEW TREE FARM ANNEXATI	01-010-5231 Legal Services - General L	11/03/2026	157.50	.00		
661	BARRICK, SWITZER, LONG, BA	89110-037Z 1	ROSCOE ELECTIONS 2027	01-010-5231 Legal Services - General L	11/03/2026	3,195.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-038Z 2	DENALI HEIGHTS #2 SOD RESTORATI	01-010-5231 Legal Services - General L	11/03/2026	360.00	.00		
661	BARRICK, SWITZER, LONG, BA	89110-039Z 1	ROSCOE TOWNSHIP CEMETERY	01-010-5231 Legal Services - General L	11/03/2026	427.50	.00		
661	BARRICK, SWITZER, LONG, BA	89110-040Z 1	LIQUOR COMMISSION	01-010-5231 Legal Services - General L	11/03/2026	247.50	.00		
Total BARRICK, SWITZER, LONG, BALSLEY & VAN EV:						18,357.50	.00		
BAUER BUILT INC									
695	BAUER BUILT INC	630005720	TIRES & LABOR - TRUCK #204	01-030-5122 Maintenance & Repairs - V	11/03/2026	2,365.12	.00		
Total BAUER BUILT INC:						2,365.12	.00		
Cardmember Service									
1091	Cardmember Service	110226 PD	Whentowork Renewal	01-040-5952 Information Technology - S	11/02/2026	547.00	.00		
1091	Cardmember Service	110226 PD	Safety Vests / Megaphones	01-040-5990 Departmental Operating S	11/02/2026	900.61	.00		
1091	Cardmember Service	110226 PD	Business Cards / Poster	01-040-6020 Office Supplies	11/02/2026	74.31	.00		
1091	Cardmember Service	110226 PW	WALNUT CREEK - HR	01-010-5990 Department Operating Sup	11/02/2026	87.55	.00		
1091	Cardmember Service	110226 PW	DOUBLETREE HOTEL - PW TRAINING	01-030-5530 Training & Seminars	11/02/2026	123.20	.00		
1091	Cardmember Service	110226 PW	DOULETREE HOTEL - PW TRAINING -	01-030-5530 Training & Seminars	11/02/2026	123.20	.00		
1091	Cardmember Service	110226 VH	2 MONTHS OF ZOOM CHARGES	01-010-5952 Information Technology - S	11/02/2026	80.00	.00		
1091	Cardmember Service	110226 VH	MICROSOFT CHARGES	01-010-5952 Information Technology - S	11/02/2026	44.85	.00		
1091	Cardmember Service	110226 VH	MICROSOFT CHARGES	01-010-5952 Information Technology - S	11/02/2026	32.33	.00		
1091	Cardmember Service	110226 VH	CANVA SUBSCRIPTION	01-010-5952 Information Technology - S	11/02/2026	14.99	.00		
1091	Cardmember Service	110226 VH	TRUCK OR TREAT EXPENSES	01-010-6091 Special Events	11/02/2026	181.45	.00		
1091	Cardmember Service	110226 VH	TRUCK OR TREAT EXPENSES	01-010-6091 Special Events	11/02/2026	34.91	.00		
1091	Cardmember Service	110226 VH	HOMETOWN HOLIDAY EXPENSES	01-010-6091 Special Events	11/02/2026	50.00	.00		
1091	Cardmember Service	110226 VH	FEES	01-014-6059 Bank Fees	11/02/2026	96.13	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Total Cardmember Service:					2,390.53	.00		
CIT TRUCKS LLC									
1164	CIT TRUCKS LLC	109P421140	BRAKE CHAMBER - TRUCK #308	01-030-5120 Maintenance & Repairs - E	11/06/2026	120.08	.00		
1164	CIT TRUCKS LLC	109P421140	BRAKE CHAMBER - PW STOCK	01-030-5120 Maintenance & Repairs - E	11/06/2026	120.08	.00		
1164	CIT TRUCKS LLC	109P421792	SLACK ADJUSTER - TRUCK #311	01-030-5122 Maintenance & Repairs - V	11/10/2026	128.99	.00		
	Total CIT TRUCKS LLC:					369.15	.00		
Enterprise Fleet Management									
10016	Enterprise Fleet Management	FBN5781256	Monthly Vehicle Repairs - PD	01-040-5120 Maintenance & Repairs - V	11/04/2026	349.54	.00		
10016	Enterprise Fleet Management	FBN5781256	Monthly Lease Charges - PD	01-040-6070 Vehicle Leases (Fleet)	11/04/2026	30,372.95	.00		
10016	Enterprise Fleet Management	FBN5796325	MONTHLY LEASE CHARGES - TRUCK	01-030-6070 Vehicle Leases (Fleet)	11/04/2026	20,457.84	.00		
	Total Enterprise Fleet Management:					51,180.33	.00		
FIGMENT GROUP INC									
2169	FIGMENT GROUP INC	INV-028421	DOT CONSORTIUM FEE	01-030-4370 Medical Screening / Drug T	11/02/2026	235.00	.00		
	Total FIGMENT GROUP INC:					235.00	.00		
FIRST SUPPLY LLC-ROCKFORD									
2231	FIRST SUPPLY LLC-ROCKFORD	15368197-00	SEDIMENT TRAPS - PARKS STOCK	01-050-5990 Departmental Operating S	10/22/2026	32.56	.00		
	Total FIRST SUPPLY LLC-ROCKFORD:					32.56	.00		
FRSA-PAYMENTS									
5881	FRSA-PAYMENTS	1011479	10631 MAIN ST	01-010-6010 Building Utilities (Gas & El	10/30/2026	17.31	.00		
5881	FRSA-PAYMENTS	1011479	10595 MAIN ST	01-040-6010 Building Utilities (Gas & El	10/30/2026	18.00	.00		
5881	FRSA-PAYMENTS	1012407	9/2/26-10/1/26 5783 BROAD	01-050-6010 Building Utilities (Gas & El	10/30/2026	2.56	.00		
	Total FRSA-PAYMENTS:					37.87	.00		
GALLS, LLC									
2471	GALLS, LLC	036655526	Weber - Shirts / ProTac USB	01-040-4612 Uniforms	10/20/2026	248.16	.00		
	Total GALLS, LLC:					248.16	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
HALL SIGNS, INC.									
2673	HALL SIGNS, INC.	193231	STREET SIGNS - VARIOUS LOCATION	01-030-6200 Street Sign Installation & R	11/06/2026	1,999.60	.00		
	Total HALL SIGNS, INC.:					1,999.60	.00		
I3 BROADBAND - ROCKFORD IL									
2000	I3 BROADBAND - ROCKFORD IL	5861518-1	FIBER INTERNET - 10631 MAIN ST	01-010-5320 Telephone & Data	11/07/2026	699.99	.00		
2000	I3 BROADBAND - ROCKFORD IL	5861518-1	IP ADDRESSES	01-010-5320 Telephone & Data	11/07/2026	39.99	.00		
2000	I3 BROADBAND - ROCKFORD IL	5861518-1	FIBER INTERNET - 5204 SWANSON R	01-030-5320 Telephone & Data	11/07/2026	149.99	.00		
	Total I3 BROADBAND - ROCKFORD IL:					889.97	.00		
INTEGRA BUSINESS SYSTEMS									
3171	INTEGRA BUSINESS SYSTEMS	INV125393	COPIER-PW	01-030-5860 Equipment Rentals	11/02/2026	42.17	.00		
3171	INTEGRA BUSINESS SYSTEMS	INV125492	COPIER USAGE - PD	01-040-6020 Office Supplies	11/03/2026	180.60	.00		
3171	INTEGRA BUSINESS SYSTEMS	INV125533	COPIER - VH	01-010-5330 Printing & Publishing	11/03/2026	233.38	.00		
	Total INTEGRA BUSINESS SYSTEMS:					456.15	.00		
INTERSTATE BATTERIES OF RKFD									
3201	INTERSTATE BATTERIES OF RK	300412054	31-XDH BATTERIES - TRUCK #309	01-030-5122 Maintenance & Repairs - V	10/29/2026	503.85	.00		
	Total INTERSTATE BATTERIES OF RKFD:					503.85	.00		
JERRYS AUTO PARTS									
3401	JERRYS AUTO PARTS	575114	TIRE CEMENT - PW STOCK	01-030-5990 Departmental Operating S	11/04/2026	26.50	.00		
	Total JERRYS AUTO PARTS:					26.50	.00		
JOHNSON CONTROLS FIRE PROTECTION LP									
3459	JOHNSON CONTROLS FIRE PR	54578198	BACKFLOW REPAIR - PORTER CABIN	01-050-5121 Maintenance & Repairs - B	10/19/2026	1,629.21	.00		
	Total JOHNSON CONTROLS FIRE PROTECTION LP:					1,629.21	.00		
KIM GARZA									
3670	KIM GARZA	110626	REIMBURSEMENT OF EXPENSES FO	01-012-5530 Training & Seminars	11/06/2026	1,009.64	.00		
	Total KIM GARZA:					1,009.64	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Law Offices Ancel Glink, P.C.									
10079	Law Offices Ancel Glink, P.C.	111026 PD	Legal Services	01-040-5231 Legal Services - Other	11/10/2026	1,853.50	.00		
	Total Law Offices Ancel Glink, P.C.:					1,853.50	.00		
LOWE'S									
4091	LOWE'S	951967	REPAIR PARTS - UTILITY POLES	01-030-5990 Departmental Operating S	11/02/2026	99.62	.00		
	Total LOWE'S:					99.62	.00		
MENARD'S									
4411	MENARD'S	80897	TOOLS - TRUCK #206	01-030-5990 Departmental Operating S	10/19/2026	48.95	.00		
4411	MENARD'S	80897	SWANSON ELECTRIC	01-050-5121 Maintenance & Repairs - B	10/19/2026	78.33	.00		
4411	MENARD'S	81358	14" DIAMOND BLADE SEGMENT	01-030-5990 Departmental Operating S	10/26/2026	238.00	.00		
4411	MENARD'S	81376	UTILITY POLE ELECTRIC REPAIRS - M	01-030-5121 Maintenance & Repairs - B	10/26/2026	136.42	.00		
4411	MENARD'S	81491	UTILITY POLE ELECTRIC REPAIRS - M	01-030-5121 Maintenance & Repairs - B	10/28/2026	388.39	.00		
4411	MENARD'S	81578	UTILITY POLE ELECTRIC REPAIRS - M	01-030-5121 Maintenance & Repairs - B	10/29/2026	428.96	.00		
4411	MENARD'S	81659	UTILITY POLE ELECTRIC REPAIRS - M	01-030-5121 Maintenance & Repairs - B	10/30/2026	46.92	.00		
4411	MENARD'S	81660	POTHOLE PATCH - PW	01-030-5990 Departmental Operating S	10/30/2026	29.98	.00		
4411	MENARD'S	81880	ELECTRIC POLE REPAIRS - MAIN	01-030-5990 Departmental Operating S	11/03/2026	207.86	.00		
4411	MENARD'S	82039	ELECTRIC SUPPLIES - HOMETOWN H	01-010-6091 Special Events	11/05/2026	108.88	.00		
4411	MENARD'S	82039	ELECTRIC SUPPLIES - PW	01-030-5990 Departmental Operating S	11/05/2026	100.12	.00		
4411	MENARD'S	82113	ELECTRIC POLE REPAIR - MAIN	01-030-5121 Maintenance & Repairs - B	11/06/2026	53.31	.00		
	Total MENARD'S:					1,866.12	.00		
MOTOROLA SOLUTIONS, INC									
4675	MOTOROLA SOLUTIONS, INC	108104202610	Radio Subscription- PD	01-040-5990 Departmental Operating S	11/01/2026	1,187.00	.00		
	Total MOTOROLA SOLUTIONS, INC:					1,187.00	.00		
MUNICIPAL CODE ENFORCEMENT, LLC									
4696	MUNICIPAL CODE ENFORCEME	2108	CODE ENFORCEMENT CONSULTING	01-013-5953 CODE ENFORCEMENT C	11/01/2026	6,405.08	.00		
	Total MUNICIPAL CODE ENFORCEMENT, LLC:					6,405.08	.00		
NICOR GAS									
4931	NICOR GAS	102226 2000 9	9/19/26-10/20/26 5402 SWANSON	01-030-6010 Building Utilities (Gas & El	10/22/2026	196.59	.00		
4931	NICOR GAS	102626	VILLAGE HALL	01-010-6010 Building Utilities (Gas & El	10/26/2026	104.84	.00		
4931	NICOR GAS	102626	POLICE DEPARTMENT	01-040-6010 Building Utilities (Gas & El	10/26/2026	104.85	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total NICOR GAS:						406.28	.00		
NORTH PARK PUBLIC WATER DIST.									
4971	NORTH PARK PUBLIC WATER D	102826 20000-	9/8/26-10/5/26 5466 BRIDGE ST	01-030-6010 Building Utilities (Gas & El	10/28/2026	24.24	.00		
4971	NORTH PARK PUBLIC WATER D	102826 30000-	9/8/26-10/5/26 6545 WINDFLOWER	01-050-6010 Building Utilities (Gas & El	10/28/2026	26.64	.00		
4971	NORTH PARK PUBLIC WATER D	102826 90200-	9/8/26-10/5/26 5402 SWANSON	01-030-6010 Building Utilities (Gas & El	10/28/2026	42.13	.00		
Total NORTH PARK PUBLIC WATER DIST.:						93.01	.00		
NORTHERN ILLINOIS SERVICE									
5031	NORTHERN ILLINOIS SERVICE	71227	37.73 TONS AG LIME & LOADING FEE	01-030-6060 Road Repair Bulk Material	11/05/2026	101.87	.00		
Total NORTHERN ILLINOIS SERVICE:						101.87	.00		
OZINGA READY MIX CONCRETE, INC.									
5241	OZINGA READY MIX CONCRET	ARI03997524	CONCRETE REPAIR - ROMELDALE &	01-030-6060 Road Repair Bulk Material	10/29/2026	470.25	.00		
Total OZINGA READY MIX CONCRETE, INC.:						470.25	.00		
PORT-A-JOHN									
5471	PORT-A-JOHN	I11682	HANDICAP W/ HAND SANITIZER - POR	01-050-5860 Equipment Rentals	11/11/2026	135.00	.00		
Total PORT-A-JOHN:						135.00	.00		
PREMIER TECHNOLOGIES									
5502	PREMIER TECHNOLOGIES	62113	Toughbook Install PD	01-040-5953 Information Technology - M	10/30/2026	1,190.25	.00		
Total PREMIER TECHNOLOGIES:						1,190.25	.00		
ROCK ENERGY COOPERATIVE									
5851	ROCK ENERGY COOPERATIVE	110726 4000	10/1/26-11/1/26 MCCURRY & WILLOWB	01-030-5411 Electricity - Street Lights	11/07/2026	15.41	.00		
5851	ROCK ENERGY COOPERATIVE	110726 5000	10/1/26-11/1/26 MCCURRY & WILLOWB	01-030-5411 Electricity - Street Lights	11/07/2026	24.41	.00		
5851	ROCK ENERGY COOPERATIVE	110726 8001	10/1/26-11/1/26 MCCURRY	01-030-5411 Electricity - Street Lights	11/07/2026	25.12	.00		
Total ROCK ENERGY COOPERATIVE:						64.94	.00		
ROCK ROAD COMPANIES									
5901	ROCK ROAD COMPANIES	332680	2.94 TONS HOT MIX	01-030-6060 Road Repair Bulk Material	10/28/2026	246.96	.00		
5901	ROCK ROAD COMPANIES	332857	2.03 TONS HOT MIX	01-030-6060 Road Repair Bulk Material	11/05/2026	170.52	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5901	ROCK ROAD COMPANIES	332914	2.51 TONS HOT MIX	01-030-6060 Road Repair Bulk Material	11/09/2026	210.84	.00		
	Total ROCK ROAD COMPANIES:					628.32	.00		
ROCK VALLEY INDUSTRIES, LLC									
5992	ROCK VALLEY INDUSTRIES, LL	30694	CLEANING - PORTER PARK	01-050-6021 Cleaning Services	11/01/2026	341.25	.00		
5992	ROCK VALLEY INDUSTRIES, LL	30695	CLEANING - VH	01-010-6021 Cleaning Services	11/01/2026	1,197.00	.00		
5992	ROCK VALLEY INDUSTRIES, LL	30696	CLEANING - PD	01-040-6021 Cleaning Services	11/01/2026	1,354.50	.00		
5992	ROCK VALLEY INDUSTRIES, LL	30697	CLEANING - PW	01-030-6021 Cleaning Services	11/01/2026	413.70	.00		
	Total ROCK VALLEY INDUSTRIES, LLC:					3,306.45	.00		
STAPLES									
6669	STAPLES	7012027717	PAPER FOR LICENSES	01-010-6020 Office Supplies	11/05/2026	24.98	.00		
	Total STAPLES:					24.98	.00		
STRATUS NETWORKS									
6890	STRATUS NETWORKS	267046	MONTHLY FIBER CONNECTION - VH	01-010-5320 Telephone & Data	11/01/2026	324.95	.00		
6890	STRATUS NETWORKS	267046	MONTHLY FIBER CONNECTION - PD	01-040-5320 Telephone & Data	11/01/2026	324.94	.00		
	Total STRATUS NETWORKS:					649.89	.00		
SUNSHINE FARM									
6917	SUNSHINE FARM	110426	HORSE DRAWN TROLLEY FOR HOME	01-010-6090 Marketing & Outreach	11/04/2026	1,600.00	.00		
	Total SUNSHINE FARM:					1,600.00	.00		
T-MOBILE									
6789	T-MOBILE	212092925-12	HOT SPOT @ PORTER CABIN	01-050-5990 Departmental Operating S	10/20/2026	31.50	.00		
6789	T-MOBILE	22179832-8	CELL PHONES - ADMIN	01-010-5320 Telephone & Data	10/20/2026	165.35	.00		
6789	T-MOBILE	22179832-8	CELL PHONES - PW	01-030-5320 Telephone & Data	10/20/2026	185.17	.00		
6789	T-MOBILE	22179832-8	CELL PHONES - PD	01-040-5320 Telephone & Data	10/20/2026	213.00	.00		
	Total T-MOBILE:					595.02	.00		
TransUnion Risk & Alt Data Sol									
7291	TransUnion Risk & Alt Data Sol	170625-20261	TLOxp CHARGES	01-040-5990 Departmental Operating S	11/01/2026	100.00	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
	Total TransUnion Risk & Alt Data Sol:					100.00	.00		
ULINE									
7431	ULINE	214954526	Storage Files / Rifle Evidence Boxes	01-040-5990 Departmental Operating S	10/21/2026	206.90	.00		
	Total ULINE:					206.90	.00		
UNIFIRST CORPORATION									
7460	UNIFIRST CORPORATION	33900051154	MAT SERVICE - VH	01-010-5121 Maintenance & Repairs - B	11/09/2026	47.08	.00		
7460	UNIFIRST CORPORATION	3390049079	MAT SERVICE - VH	01-010-5121 Maintenance & Repairs - B	10/05/2026	47.08	.00		
7460	UNIFIRST CORPORATION	3390049485	MAT SERVICE - VH	01-010-5121 Maintenance & Repairs - B	10/12/2026	47.08	.00		
7460	UNIFIRST CORPORATION	3390050749	UNIFORMS & MATS - PW	01-030-4610 Uniforms	11/02/2026	178.74	.00		
7460	UNIFIRST CORPORATION	3390050749	UNIFORMS - PARKS	01-050-4610 Uniforms	11/02/2026	21.88	.00		
7460	UNIFIRST CORPORATION	3390050750	MAT SERVICE - VH	01-010-5121 Maintenance & Repairs - B	11/02/2026	47.08	.00		
7460	UNIFIRST CORPORATION	33900512253	UNIFORMS & MATS - PW	01-030-4610 Uniforms	11/09/2026	178.74	.00		
7460	UNIFIRST CORPORATION	33900512253	UNIFORMS - PARKS	01-050-4610 Uniforms	11/09/2026	21.88	.00		
7460	UNIFIRST CORPORATION	CR999155685	MAT SERVICE - VH	01-010-5121 Maintenance & Repairs - B	11/12/2026	47.08-	.00		
	Total UNIFIRST CORPORATION:					542.48	.00		
WEX BANK									
7663	WEX BANK	116147572	FUEL-PD	01-040-6030 Gasoline & Oil	10/31/2026	5,671.31	.00		
7663	WEX BANK	116161268	FUEL-PW	01-030-6030 Gasoline & Oil	10/31/2026	3,111.21	.00		
7663	WEX BANK	116161268	FUEL - PARKS	01-050-6030 Gasoline & Oil	10/31/2026	1,830.98	.00		
	Total WEX BANK:					10,613.50	.00		
WOW Full Service Carwash & Detail Center									
6161	WOW Full Service Carwash & Det	083126 PD	CAR WASHES - PD	01-040-5120 Maintenance & Repairs - V	08/31/2026	41.00	.00		
6161	WOW Full Service Carwash & Det	103126 PD	CAR WASHES - PD	01-040-5120 Maintenance & Repairs - V	10/31/2026	46.00	.00		
	Total WOW Full Service Carwash & Detail Center:					87.00	.00		
ZIEGLER'S ACE HARDWARE									
102	ZIEGLER'S ACE HARDWARE	8483-R	FASTENERS - UTILITY POLES ON MAI	01-030-5121 Maintenance & Repairs - B	10/28/2026	.70	.00		
102	ZIEGLER'S ACE HARDWARE	8497-R	ELECTRICAL SUPPLIES - UTILITY POL	01-030-5121 Maintenance & Repairs - B	10/30/2026	25.95	.00		
102	ZIEGLER'S ACE HARDWARE	8498-R	UTILITY KNIFE - TRUCK #206	01-030-5990 Departmental Operating S	10/30/2026	25.99	.00		
102	ZIEGLER'S ACE HARDWARE	8507-R	ELECTRICAL SUPPLIES - UTILITY POL	01-030-5121 Maintenance & Repairs - B	11/02/2026	18.99	.00		
102	ZIEGLER'S ACE HARDWARE	8508-R	TARP & BUNGEES FOR FALL CLEAN U	01-050-5990 Departmental Operating S	11/02/2026	41.90	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
102	ZIEGLER'S ACE HARDWARE	8511-R	SHOP TIRE KIT	01-030-5122 Maintenance & Repairs - V	11/02/2026	9.58	.00		
102	ZIEGLER'S ACE HARDWARE	8516-R	GRINDING POINTS - PW	01-030-5990 Departmental Operating S	11/03/2026	17.97	.00		
102	ZIEGLER'S ACE HARDWARE	8518-R	REPAIR PARTS FOR ELECTRIC PANEL	01-030-5121 Maintenance & Repairs - B	11/03/2026	29.91	.00		
102	ZIEGLER'S ACE HARDWARE	8523-R	ELECTRICAL TAPE & OSC BLADE - P	01-030-5990 Departmental Operating S	11/04/2026	27.98	.00		
102	ZIEGLER'S ACE HARDWARE	8530-R	SPRAY ADHESIVE & FASTENERS - HO	01-010-6091 Special Events	11/05/2026	81.55	.00		
102	ZIEGLER'S ACE HARDWARE	8532-R	UTILITY POLE REPAIR - MAIN	01-030-5121 Maintenance & Repairs - B	11/05/2026	39.24	.00		
102	ZIEGLER'S ACE HARDWARE	8539-R	AIR FRESHNER	01-030-5121 Maintenance & Repairs - B	11/09/2026	9.98	.00		
Total ZIEGLER'S ACE HARDWARE:						329.74	.00		
Grand Totals:						116,519.01	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided

Department Key

010 Administration
012 Village Clerk
015 Liability Insurance
030 Public Works
040 Police/Public Safety
050 Parks and Recreation

Dated: _____

Administrator: _____

Trustees: _____

_____

_____

_____

_____

_____

These signatures approve all inovices in this report. Any invoices not approved are circled in Red.

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Only unpaid invoices included.
Invoice Detail.GL account (2 Characters) = {<>} "50"

Village of Roscoe
Budget Vs Actual
Through October 31, 2026

10 Months Ended 83.3%

		YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
General Fund - Revenue					
01-010-3110	Property Taxes	**$ 584,043.25**	$ 588,168.56	$ 4,125.31	99.3%
01-010-3113	Video Game Revenue	**442,316.80**	525,000.00	82,683.20	84.3%
01-010-3114	Cannabis Use Tax	**13,736.60**	17,682.63	3,946.03	77.7%
01-010-3210	Retailer's Occupation Tax	**2,092,722.56**	2,000,000.00	(92,722.56)	104.6%
01-010-3211	Local Use Tax	**64,974.82**	47,556.39	(17,418.43)	136.6%
01-010-3220	State Income Tax	**1,812,032.22**	1,979,136.60	167,104.38	91.6%
01-010-3230	Corporate Replacement Tax	**123,204.04**	145,000.00	21,795.96	85.0%
01-010-3250	Donations	**-**	10,000.00	10,000.00	0.0%
01-010-3310	Liquor Licenses	**123,875.00**	148,650.00	24,775.00	83.3%
01-010-3311	Employee Registration Liquor	**1,012.50**	6,375.00	5,362.50	15.9%
01-010-3312	Liquor Licenses Violation	**-**	500.00	500.00	0.0%
01-010-3313	Gaming Term Reg Fee	**35,750.00**	3,400.00	(32,350.00)	1051.5%
01-010-3314	Tobacco License - Class A	**2,200.00**	-	(2,200.00)	#DIV/0!
01-010-3315	Tobacco License - Class B	**1,000.00**	-	(1,000.00)	#DIV/0!
01-010-3316	Tobacco App Fee	**1,950.00**		(1,950.00)	#DIV/0!
01-010-3320	Business registration fee	**1,550.00**	5,000.00	3,450.00	31.0%
01-010-3350	Permits and Fees	**16,190.00**	21,000.00	4,810.00	77.1%
01-010-3351	Zoning Permits	**9,175.00**	10,000.00	825.00	91.8%
01-010-3353	Vending/Amusement License	**1,525.00**	4,000.00	2,475.00	38.1%
01-010-3354	Oversize/Overweight Permit	**3,290.00**	5,000.00	1,710.00	65.8%
01-010-3357	Design Review Fees	**500.00**	1,000.00	500.00	50.0%
01-010-3358	Sign Permits	**175.00**	1,000.00	825.00	17.5%
01-010-3360	Variance	**400.00**	-	(400.00)	#DIV/0!
01-010-3430	Cable Franchise Fees	**12,220.69**	40,000.00	27,779.31	30.6%
01-010-3440	Gas Franchise Fees-Rock Energy	**75,623.52**	95,000.00	19,376.48	79.6%
01-010-3441	Gas Franchise Fees-Nicor	**20,183.33**	30,000.00	9,816.67	67.3%
01-013-3450	Administrative Hearing Fine	**200.00**	1,500.00	1,300.00	13.3%
01-010-3540	Notice of Violation	**90.00**		(90.00)	#DIV/0!
01-010-3710	Interest Income	**208,108.16**	225,000.00	16,891.84	92.5%
01-010-3880	Credit Card Convenience Fees	**1,900.50**	1,000.00	(900.50)	190.1%
01-010-3890	Miscellaneous Income	**179,160.33**	5,000.00	(174,160.33)	3583.2%
01-010-3891	Denali Plat One Impr Fund	**16,500.00**	15,000.00	(1,500.00)	110.0%
01-010-3892	Glenwood Estates Recapture	**60,466.00**		(60,466.00)	#DIV/0!
		$ 5,906,075.32	$ 5,930,969.18	$ 24,893.86	99.6%
FICA Department - Revenue					
01-011-3110	Property Taxes	**13,380.78**	13,369.42	(11.36)	100.1%
		$ 13,380.78	$ 13,369.42	$ (11.36)	100.1%
Liability Insurance - Revenue					
01-015-3110	Property Taxes	**$ 100,896.61**	$ 102,619.35	$ 1,722.74	98.3%
Public Works Department - Revenue					
01-030-3570	Shared Sidewalk Reimbursement	**-**	2,500.00	2,500.00	0.0%
01-030-3890	Miscellaneous Income	**5,259.40**	2,500.00	(2,759.40)	210.4%
01-030-3980	Sale of Equipment	**-**		-	#DIV/0!
		$ 5,259.40	$ 5,000.00	$ (259.40)	105.2%
Public Safety - Revenue					
01-040-3111	Property Tax - Police Pension	**550,411.76**	561,154.42	10,742.66	98.1%
01-040-3112	Property Tax - Police Protect	**557,281.80**	568,381.13	11,099.33	98.0%
01-040-3250	Grants	**-**	3,500.00	3,500.00	0.0%
01-040-3410	Traffic Fines	**55,580.86**	65,000.00	9,419.14	85.5%
01-040-3411	DUI Fines	**4,900.00**	3,500.00	(1,400.00)	140.0%
01-040-3412	Drug Fines	**-**	1,500.00	1,500.00	0.0%
01-040-3414	Police Agency Vehicle Fund	**-**	500.00	500.00	0.0%
01-040-3450	Notice of Violation Fines	**1,060.00**	500.00	(560.00)	212.0%
01-040-3530	Other reimbursements	**15,552.78**	10,000.00	(5,552.78)	155.5%
01-040-3550	Administrative Tow Fees	**65,000.00**	60,000.00	(5,000.00)	108.3%
01-040-3850	Donations	**5,000.00**	-	(5,000.00)	#DIV/0!

01-040-3890	Miscellaneous Income	**2,686.54**	5,000.00	2,313.46	53.7%
01-040-3891	Park Land Dedication Income	**-**		-	#DIV/0!
01-040-3900	Insurance claim	**42,762.05**		(42,762.05)	#DIV/0!
		$ 1,300,235.79	$ 1,279,035.55	$ (21,200.24)	101.7%
Parks Department - Revenue					
01-050-3810	Park Usage - Porter Park	**19,550.00**	12,000.00	(7,550.00)	162.9%
01-050-3811	Ball Field Rental	**9,000.00**	8,000.00	(1,000.00)	112.5%
01-050-3812	Park Usage Fees-Other	**-**	1,000.00	1,000.00	0.0%
01-050-3890	Miscellaneous Income	**-**	5,000.00	5,000.00	0.0%
		$ 28,550.00	$ 26,000.00	$ (2,550.00)	109.8%
Total General Fund Revenue		**$ 7,354,397.90**	$ 7,356,993.50	$ 2,595.60	100.0%
Expenditures					
	GENERAL				

01-010-4100	SALARY - FULL TIME EMPLOYEES	**127,627.63**	143,221.50	15,593.87	89.1%
01-010-4110	WAGES - FULL TIME EMPLOYEES	**74,084.86**	105,960.17	31,875.31	69.9%
01-010-4310	HEALTH INSURANCE	**18,516.10**	29,671.80	11,155.70	62.4%
01-010-4320	LIFE INSURANCE	**84.00**	252.00	168.00	33.3%
01-010-4330	DISABLITY INSURANCE	**730.96**	1,750.00	1,019.04	41.8%
01-010-4340	UNEMPLOYMENT BENEFITS	**-**	3,000.00	3,000.00	0.0%
01-010-4510	FICA - EMPLOYER CONTRIBUTION	**17,679.77**	18,993.47	1,313.70	93.1%
01-010-4540	PENSION (IMRF) - EMPLOYER CONT	**3,274.94**	4,022.15	747.21	81.4%
01-010-4610	UNIFORMS	**-**	750.00	750.00	0.0%
01-010-5120	MAINTENANACE & REPAIRS - EQUIP	**-**	15,000.00	15,000.00	0.0%
01-010-5121	MAINTENANCE & REPAIRS - B&G	**13,070.26**	64,000.00	50,929.74	20.4%
01-010-5122	MAINTENANCE & REPAIRS - VEH	**-**	1,000.00	1,000.00	0.0%
01-010-5162	OTHER CONTRACTED SERVICES	**-**	3,000.00	3,000.00	0.0%
01-010-5220	ENGINEERING - GENERAL	**191,684.16**	250,000.00	58,315.84	76.7%
01-010-5231	LEGAL SERVICES - GENERAL LEGAL	**154,846.75**	150,000.00	(4,846.75)	103.2%
01-010-5232	LEGAL SEVICES - OTHER	**-**	50,000.00	50,000.00	0.0%
01-010-5260	MASS TRANSIT SYSTEM (SMTD)	**25,000.00**	25,000.00	-	100.0%
01-010-5310	POSTAGE	**1,965.26**	1,700.00	(265.26)	115.6%
01-010-5320	TELEPHONE & DATA	**18,081.59**	12,770.00	(5,311.59)	141.6%
01-010-5330	PRINTING & PUBLISHING	**1,886.11**	800.00	(1,086.11)	235.8%
01-010-5510	MEMBERSHIPS & DUES - EMPLOYEES	**-**	2,350.00	2,350.00	0.0%
01-010-5530	TRAINING & SEMINARS	**992.22**	8,100.00	7,107.78	12.2%
01-010-5860	EQUIPMENT RENTALS	**-**	10,000.00	10,000.00	0.0%
01-010-5870	MEMBERSHIPS & DUES	**-**	2,500.00	2,500.00	0.0%
01-010-5950	IT - CONSULTING SERVICES	**15,445.00**	13,924.00	(1,521.00)	110.9%
01-010-5951	IT - HARDWARE PURCHASES	**1,586.13**	8,500.00	6,913.87	18.7%
01-010-5952	IT - SOFTWARE/SAAS	**13,900.21**	11,666.02	(2,234.19)	119.2%
01-010-5953	IT - MAINTENANCE & SERVICE	**-**	8,000.00	8,000.00	0.0%
01-010-5990	DEPARTMENT OPERATING SUPPLIES	**1,216.90**	30,500.00	29,283.10	4.0%
01-010-6010	BUILDING UTILITIES (GAS& ELEC)	**3,067.91**	4,400.00	1,332.09	69.7%
01-010-6020	OFFICE SUPPLIES	**3,180.21**	10,000.00	6,819.79	31.8%
01-010-6021	CLEANING SERVICES	**10,803.50**	22,500.00	11,696.50	48.0%
01-010-6030	GAS & OIL	**21.86**	1,000.00	978.14	2.2%
01-010-6051	EQUIPMENT PURCH - NON CAP	**-**	21,000.00	21,000.00	0.0%
01-010-6052	OFFICE FURNISHINGS	**725.00**	10,000.00	9,275.00	7.3%
01-010-6059	SERVICE/BANK FEES	**-**		-	#DIV/0!
01-010-6070	VEHICLE LEASES (FLEET)	**2,409.30**	5,815.92	3,406.62	41.4%
01-010-6090	MARKETING & OUTREACH	**-**	5,730.00	5,730.00	0.0%
01-010-6091	SPECIAL EVENTS	**10,879.69**	29,000.00	18,120.31	37.5%
01-010-9000	CONTINGENCY	**41,063.34**	60,000.00	18,936.66	68.4%
01-010-9990	*INTERFUND TRANSFERS - DEBT SER*	**223,287.61**	273,964.00	50,676.39	81.5%
01-010-9990	*INTERFUND TRANSFERS - CAP*	**579,485.71**	695,382.85	115,897.14	83.3%
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	TOTAL GENERAL/ADMINISTRATION	**1,556,596.98**	**2,115,223.88**	**558,626.90**	73.6%
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	VILLAGE CLERK'S OFFICE				

01-012-4114	SALARY - VILLAGE CLERK	**14,818.36**	16,960.00	2,141.64	87.4%
01-012-4510	FICA - EMPLOYER CONTRIBUTION	**1,171.71**	1,309.68	137.97	89.5%
01-012-5510	MEMBERSHIP & DUES	**-**	200.00	200.00	0.0%
01-012-5530	TRAINING & SEMINARS	**715.00**	4,000.00	3,285.00	17.9%
01-012-5550	ORDINANCE CODIFICATION	**6,354.01**	3,000.00	(3,354.01)	211.8%
01-012-5575	SPECIAL PROJECTS	**-**	1,000.00	1,000.00	0.0%
01-012-5950	IT - CONSULTING SERVICES	**790.00**	948.00	158.00	83.3%

01-012-5951	IT - HARDWARE PURCHASES	-	500.00	500.00	0.0%
01-012-5952	IT - SOFTWARE/SAAS	**13,683.49**	6,746.20	(6,937.29)	202.8%
01-012-5990	DEPARTMENT OPERATING SUPPLIES	-	5,000.00	5,000.00	0.0%
01-012-6020	OFFICE SUPPLEIS	**24.47**	500.00	475.53	4.9%
	TOTAL VILLAGE CLERK'S OFFICE	**37,557.04**	**40,163.88**	**2,606.84**	93.5%

01-013-4610	UNIFORMS	-	250.00	250.00	0.0%
01-013-5231	LEGAL SERVICES - VILL PROS	**10,250.00**	15,000.00	4,750.00	68.3%
01-013-5232	LEGAL SERVICES - ADMIN HEARING	**337.50**	6,000.00	5,662.50	5.6%
01-013-5310	POSTAGE	-	100.00	100.00	0.0%
01-013-5953	Code Enforecement Consult	**39,033.24**	45,000.00	5,966.76	86.7%
01-013-5989	Mowing	**300.00**	1,000.00	700.00	30.0%
	Total Code Enforcement	**49,920.74**	**67,350.00**	**17,429.26**	74.1%
	TREASURER				

01-014-5210	ACCOUNTING/AUDITING	**30,684.00**	52,500.00	21,816.00	58.4%
01-014-5233	TREASURER SERVICES	**52,500.00**	63,000.00	10,500.00	83.3%
01-014-5234	TREASURER SERVICES	**5,250.00**	6,300.00	1,050.00	83.3%
01-014-5950	INFORMATION TECH	**2,420.00**	1,896.00	(524.00)	127.6%
01-014-5951	IT - HARDWARE PURCHASES	-		-	#DIV/0!
01-014-5952	IT - SOFTWARE/SAAS	**22,358.13**	30,666.70	8,308.57	72.9%
01-014-6059	BANK FEES	**1,969.19**	2,000.00	30.81	98.5%
	TOTAL TREASURER	**115,181.32**	**156,362.70**	**41,181.38**	73.7%
	LIABILITY INSURANCE				

01-015-5810	GENERAL LIABILITY INSURANCE	**174,032.50**	208,839.00	34,806.50	83.3%
01-015-5811	CYBER LIABILITY INSURANCE	**8,142.50**	9,371.00	1,228.50	86.9%
01-015-5812	WORKERS COMPENSATION INSURANCE	**92,366.67**	110,840.00	18,473.33	83.3%
	TOTAL LIABILITY INSURANCE	**274,541.67**	**329,050.00**	**54,508.33**	83.4%
	PLANNING/ZONING				

01-016-4223	STIPENDS - ZONING BOARD OF APP	**3,500.00**	5,280.00	1,780.00	66.3%
01-016-4510	FICA - EMPLOYER CONTRIBUTION	-	403.92	403.92	0.0%
01-016-5241	PLANNING SERVICES - ZONING ADM	**92,651.25**	70,000.00	(22,651.25)	132.4%
01-016-5243	ENGINEERING SERVICES - ZONING	-	20,000.00	20,000.00	0.0%
01-016-5244	LEGAL SERVICES - ZONING	**360.00**	10,000.00	9,640.00	3.6%
01-016-5245	PLANNING SERVICES - SPECIAL PR	**1,550.00**	5,000.00	3,450.00	31.0%
01-016-5247	LEGAL SERVICES	-	5,000.00	5,000.00	0.0%
01-016-5310	POSTAGE	-	200.00	200.00	0.0%
01-016-5330	PRINTING & PUBLISHING	-	1,000.00	1,000.00	0.0%
01-016-5881	GEOGRAPHICAL INFORM SYSTEM	**4,757.74**	4,707.00	(50.74)	101.1%
01-016-5990	Zoning Committiee	-	1,000.00	1,000.00	0.0%
01-016-6090	MARKETING & OUTREACH	-	500.00	500.00	0.0%
	TOTAL PLANNING/ZONING	**102,818.99**	**123,090.92**	**20,271.93**	**83.5%**
	HUMAN RESOURCES				

01-017-4110	SALARY - FULL TIME EMPLOYEES	**70,945.67**	81,227.60	10,281.93	87.3%
01-017-4310	HEALTH INSURANCE	**16,566.80**	19,214.16	2,647.36	86.2%
01-017-4320	LIFE INSURANCE	**14.00**	84.00	70.00	16.7%
01-017-4330	DISABLITY INSURANCE	**464.62**	625.00	160.38	74.3%
01-017-4510	FICA - EMPLOYER CONTRIBUTION	**5,170.70**	6,032.92	862.22	85.7%
01-017-4540	PENSION (IMRF) - EMPLOYER CONT	**1,149.30**	1,277.56	128.26	90.0%
01-017-4610	UNIFORMS	-	250.00	250.00	0.0%
01-017-5510	MEMBERSHIPS & DUES - EMPLOYEES	**299.00**	299.00	-	100.0%
01-017-5530	TRAINING & SEMINARS	-	1,200.00	1,200.00	0.0%
01-017-5950	INFORMATION TECH	**377.07**	948.00	570.93	39.8%
01-017-5951	IT - HARDWARE PURCHASES	-		-	#DIV/0!
01-017-5952	IT - SOFTWARE/SAAS	-	4,136.81	4,136.81	0.0%
01-017-5990	DEPARTMENT OPERATING SUPPLIES	**243.72**	2,000.00	1,756.28	12.2%

01-017-5991	EMPLOYEE RECOGNITION/RETENTION	-	2,400.00	2,400.00	0.0%
01-017-6090	MARKETING & OUTREACH	**1,973.32**	52,500.00	50,526.68	3.8%
	TOTAL HUMAN RESOURCES	**97,204.20**	**172,195.05**	**74,990.85**	**56.5%**
	VILLAGE BOARD				
01-018-4212	SALARIES - VILLAGE TRUSTEES	**17,146.51**	24,000.00	6,853.49	71.4%
01-018-4213	SALARIES - VILLAGE PRESIDENT	**32,153.66**	38,000.00	5,846.34	84.6%
01-018-4234	STIPENDS - LIQUOR COMMISSION	**560.00**	1,120.00	560.00	50.0%
01-018-4510	FICA - EMPLOYER CONTRIBUTION	**1,684.46**	5,019.93	3,335.47	33.6%
01-018-5510	MEMBERSHIPS & DUES - ELECTED	**3,750.00**	4,500.00	750.00	83.3%
01-018-5530	Training & Seminars	**3,702.00**	4,500.00	798.00	82.3%
01-018-5870	MUNICIPAL OFFICIALS - MISC EXP	**240.85**	5,500.00	5,259.15	4.4%
01-018-5871	LIQUOIR COMMISSION - MISC EXP	-	2,000.00	2,000.00	0.0%
01-018-5950	IT - CONSULTING SERVICES	**2,940.00**	5,000.00	2,060.00	58.8%
01-018-5952	IT - SOFTWARE/SAAS	**2,500.00**	2,500.00	-	100.0%
	TOTAL VILLAGE BOARD	**64,677.48**	**92,139.93**	**27,462.45**	**70.2%**
	ECONOMIC DEVELOPMENT SERVICES				
01-019-4610	UNIFORMS	-	250.00	250.00	0.0%
01-019-5241	ECONOMIC DEVELOPMENT SERVICES	-	15,000.00	15,000.00	0.0%
01-019-5242	ECONOMIC DEVELOPMENT SERVICES	-	200,000.00	200,000.00	0.0%
01-019-5245	PLANNIGN SERVICES - SPECIAL PR	-	15,000.00	15,000.00	0.0%
01-019-5246	ENG & DESIGN SVS - SPECIAL PRO	**13,454.00**	15,000.00	1,546.00	89.7%
01-019-5247	LEGAL SERVICES - SPECIAL PROJ	-	30,000.00	30,000.00	0.0%
01-019-5510	MEMBERSHIPS & DUES - EMPLOYEES	**349.00**	500.00	151.00	69.8%
01-019-5990	DEPARTMENTAL OPERATING EXPENSE	-	4,000.00	4,000.00	0.0%
	TOTAL ECONOMIC DEVELOPMENT	**13,803.00**	**279,750.00**	**265,947.00**	**4.9%**
	PUBLIC WORKS				
01-030-4100	SALARY - FULL TIME EMPLOYEES	**72,648.61**	84,136.61	11,488.00	86.3%
01-030-4110	WAGES - FULL TIME EMPLOYEES	**330,331.14**	357,491.92	27,160.78	92.4%
01-030-4130	WAGES - OVERTIME PAY	**16,654.09**	15,000.00	(1,654.09)	111.0%
01-030-4210	WAGES - PART TIME SUMMER	**930.00**	4,000.00	3,070.00	23.3%
01-030-4216	WAGES - PART TIME WINTER	**6,652.94**	48,075.00	41,422.06	13.8%
01-030-4310	HEALTH INSURANCE	**96,485.16**	128,994.62	32,509.46	74.8%
01-030-4320	LIFE INSURANCE	**237.71**	603.19	365.48	39.4%
01-030-4330	DISABLITY INSURANCE	**3,159.12**	3,125.00	(34.12)	101.1%
01-030-4340	UNEMPLOYMENT INSURANCE	-	3,000.00	3,000.00	0.0%
01-030-4370	OTHER MEDICAL/ DRUG TESTING	**1,078.00**	2,000.00	922.00	53.9%
01-030-4510	FICA - EMPLOYER CONTRIBUTION	**34,206.95**	39,209.74	5,002.79	87.2%
01-030-4540	PENSION (IMRF) - EMPLOYER CONT	**6,791.01**	7,110.93	319.92	95.5%
01-030-4541	WAGES-SPECIAL PAY	-	3,000.00	3,000.00	0.0%
01-030-4610	UNIFORMS	**6,175.57**	9,000.00	2,824.43	68.6%
01-030-4611	PERSONAL PROTECTIVE EQUIPMENT	**1,379.61**	3,500.00	2,120.39	39.4%
01-030-5120	MAINT & REPAIRS - EQUIPMENT	**8,024.04**	15,000.00	6,975.96	53.5%
01-030-5121	MAINTENANCE & REPAIRS - B&G	**4,194.59**	180,000.00	175,805.41	2.3%
01-030-5122	MAINTENANCE & REPAIRS - VEH	**6,424.73**	25,000.00	18,575.27	25.7%
01-030-5123	MAINTENANCE & REPAIRS - STREET	-	25,000.00	25,000.00	0.0%
01-030-5140	HIGHWAY & STREET REPAIR - CONT	**3,091.92**	50,000.00	46,908.08	6.2%
01-030-5141	CLASS D PATCHING PROGRAM	-	100,000.00	100,000.00	0.0%
01-030-5150	RESIDENTIAL SIDWALK REPAIR PRO	-	10,000.00	10,000.00	0.0%
01-030-5160	TREE MAINTENANCE/REMOVAL	**8,655.00**	40,000.00	31,345.00	21.6%
01-030-5162	OTHER CONTRACTED SERVICES	-	1,500.00	1,500.00	0.0%
01-030-5165	MOSQUITO ABATEMENT - CONTRACT	-	26,000.00	26,000.00	0.0%
01-030-5320	TELEPHONE & DATA	**6,011.05**	7,048.00	1,036.95	85.3%
01-030-5330	PRINTING & PUBLISHING	**45.00**	600.00	555.00	7.5%
01-030-5411	ELECTRICITY - STREET LIGHTS	**38,246.11**	62,000.00	23,753.89	61.7%
01-030-5510	MEMBERSHIPS & DUES - EMPLOYEES	**327.00**	500.00	173.00	65.4%
01-030-5530	TRAINING & SEMINARS	**152.00**	5,000.00	4,848.00	3.0%
01-030-5860	EQUIPMENT RENTALS	**9,555.55**	16,000.00	6,444.45	59.7%
01-030-5950	IT - CONSULTING SERVICES	**3,160.00**	5,392.00	2,232.00	58.6%
01-030-5951	IT - HARDWARE PURCHASES	**34.86**	5,000.00	4,965.14	0.7%
01-030-5952	IT - SOFTWARE/SAAS	**7,268.06**	6,591.51	(676.55)	110.3%
01-030-5990	DEPARTMENTAL OPERATING SUPPL	**7,178.38**	15,300.00	8,121.62	46.9%
01-030-6010	BUILDING UTILITIES (GAS&ELEC)	**6,514.23**	12,000.00	5,485.77	54.3%

01-030-6020	OFFICE SUPPLIES	**434.65**	2,500.00	2,065.35	17.4%
01-030-6021	CLEANING SERVICES	**4,137.00**	5,500.00	1,363.00	75.2%
01-030-6030	GASOLINE & OIL	**21,178.08**	25,000.00	3,821.92	84.7%
01-030-6040	OPERATING SUPPLIES	**2,747.41**	13,300.00	10,552.59	20.7%
01-030-6051	EQUIPMENT PURCHASE	**9,328.63**	23,000.00	13,671.37	40.6%
01-030-6060	ROAD REPAIRS BULK MATERIAL	**11,306.88**	30,000.00	18,693.12	37.7%
01-030-6070	VEHICLE LEASES (FLEET)	**227,261.52**	278,000.00	50,738.48	81.7%
01-030-6200	STREET SIGN INSTALL & REP	**6,500.51**	12,000.00	5,499.49	54.2%
01-030-6201	SUBDIVISION SIGN INST & MAINT	**2,335.33**	3,500.00	1,164.67	66.7%
01-030-7130	Capital Improvement-Building	**-**		-	#DIV/0!
01-030-9000	CONTINGENCY	**2,125.00**		(2,125.00)	#DIV/0!
	TOTAL PUBLIC WORKS	**972,967.44**	**1,708,978.52**	**736,011.08**	**56.9%**
	POLICE/PUBLIC SAFETY				
01-040-4111	SALARY - POLICE CHIEF	**112,069.50**	131,545.86	19,476.36	85.2%
01-040-4112	WAGES - PATROL OFFICERS	**758,200.98**	950,303.00	192,102.02	79.8%
01-040-4113	WAGES - FULL TIME EMPLOYEES	**43,963.68**	58,606.91	14,643.23	75.0%
01-040-4114	WAGES - SERGEANTS	**409,267.25**	529,725.71	120,458.46	77.3%
01-040-4115	SALARY - DEPUTY CHIEF	**101,881.49**	119,587.15	17,705.66	85.2%
01-040-4116	WAGES - CROSSING GUARDS	**1,092.00**	12,600.00	11,508.00	8.7%
01-040-4130	WAGES - OVERTIME PAY	**158,110.27**	200,000.00	41,889.73	79.1%
01-040-4131	WAGES - OVERTIME SPECIAL EVENT	**463.04**	20,000.00	19,536.96	2.3%
01-040-4310	HEALTH INSURANCE	**360,126.53**	452,222.64	92,096.11	79.6%
01-040-4320	LIFE INSURANCE	**675.50**	1,680.00	1,004.50	40.2%
01-040-4330	DISABLITY INSURANCE	**9,418.10**	13,500.00	4,081.90	69.8%
01-040-4340	UNEMPLOYMENT INSURANCE	**-**	3,000.00	3,000.00	0.0%
01-040-4510	FICA - EMPLOYER CONTRIBUTION	**120,959.21**	135,824.32	14,865.11	89.1%
01-040-4530	PENSION (POLICE) - EMPLR CONTR	**538,483.45**	561,154.42	22,670.97	96.0%
01-040-4540	PENSION (IMRF) - EMPLOYER CONT	**712.28**	935.40	223.12	76.1%
01-040-4541	WAGES - SPECIAL PAY	**4,000.00**	8,500.00	4,500.00	47.1%
01-040-4611	PERSONAL PROTECTIVE EQUIPMENT	**149.85**	1,500.00	1,350.15	10.0%
01-040-4612	UNIFORMS	**9,530.75**	15,100.00	5,569.25	63.1%
01-040-4620	BULLET PROOF VESTS	**3,094.00**	4,100.00	1,006.00	75.5%
01-040-5120	MAINTENANCE & REPAIRS - VEH	**27,196.71**	95,000.00	67,803.29	28.6%
01-040-5121	MAINTENANCE & REPAIRS - B&G	**2,488.73**	47,300.00	44,811.27	5.3%
01-040-5122	MAINTENANACE & REPAIRS - EQUIP	**11,705.68**	20,700.00	8,994.32	56.5%
01-040-5230	LEGAL SERV - TRAFFIC/DUI	**31,500.00**	42,000.00	10,500.00	75.0%
01-040-5231	LEGAL SERVICES - OTHER	**10,541.25**	20,000.00	9,458.75	52.7%
01-040-5310	POSTAGE	**188.00**	2,670.00	2,482.00	7.0%
01-040-5320	TELEPHONE & DATA	**13,130.87**	19,108.00	5,977.13	68.7%
01-040-5330	PRINTING & PUBLISHING	**-**	2,000.00	2,000.00	0.0%
01-040-5510	MEMBERSHIPS & DUES - EMPL	**365.00**	2,500.00	2,135.00	14.6%
01-040-5530	TRAINING & SEMINARS	**4,121.98**	47,005.00	42,883.02	8.8%
01-040-5860	EQUIPMENT RENTALS	**-**	2,000.00	2,000.00	0.0%
01-040-5870	MEMBERSHIPS & DUES - DEP	**770.00**	5,214.00	4,444.00	14.8%
01-040-5910	ANIMAL CONTROL	**18,990.00**	21,500.00	2,510.00	88.3%
01-040-5911	CAD/RMS SUB & MAINT	**7,245.00**	7,515.00	270.00	96.4%
01-040-5912	PSAP/911 CONTRIBUTION	**58,301.45**	57,000.00	(1,301.45)	102.3%
01-040-5950	IT - CONSULTING SERVICES	**13,053.00**	17,632.00	4,579.00	74.0%
01-040-5951	IT - HARDWARE PURCHASES	**10,469.65**	24,550.00	14,080.35	42.6%
01-040-5952	IT - SOFTWARE/SAAS	**14,340.27**	34,696.70	20,356.43	41.3%
01-040-5953	IT - MAINT & SERV AGREEMENTS	**2,265.00**	4,000.00	1,735.00	56.6%
01-040-5960	AXON SERVICE	**58,923.51**	59,500.00	576.49	99.0%
01-040-5990	DEPARTMENTAL OPERATING SUPPL	**29,430.60**	63,700.00	34,269.40	46.2%
01-040-5993	TOBACCO ENFORCEMENT PROGRAM	**100.00**	2,500.00	2,400.00	4.0%
01-040-6010	BUILDING UTILITIES (GAS& ELEC)	**3,067.95**	4,400.00	1,332.05	69.7%
01-040-6020	OFFICE SUPPLIES	**4,046.02**	15,000.00	10,953.98	27.0%
01-040-6021	CLEANING SERVICES	**15,495.00**	18,250.00	2,755.00	84.9%
01-040-6030	GASOLINE & OIL	**46,326.12**	47,000.00	673.88	98.6%
01-040-6051	EQUIPMENT PURCH - NON CAP	**12,866.15**	31,696.00	18,829.85	40.6%
01-040-6070	VEHICLE LEASES (FLEET)	**98,735.59**	150,000.00	51,264.41	65.8%
01-040-9000	CONTINGENCY	**191.64**	50,000.00	49,808.36	0.4%
	TOTAL POLICE/PUBLIC SAFETY	**3,128,053.05**	**4,134,322.11**	**1,006,269.06**	**75.7%**
	SCHOOL CROSSING GUARDS/PUB SAF				
01-041-4210	WAGES - COMMISSION SECRETARY	**1,700.00**	3,000.00	1,300.00	56.7%
01-041-4223	STIPENDS - PFC	**4,920.00**	6,100.00	1,180.00	80.7%

01-041-4370	MEDICAL SCREENING/DRUG TESTING	**459.00**	3,000.00	2,541.00	15.3%
01-041-4510	FICA - EMPLOYER CONTRIBUTION	**138.88**	137.70	(1.18)	100.9%
01-041-5230	LEGAL SERVICES	**3,224.40**	10,000.00	6,775.60	32.2%
01-041-5510	MEMBERSHIPS & DUES - EMPLOYEES	**-**	100.00	100.00	0.0%
01-041-5530	TRAINING & SEMINARS	**-**	3,000.00	3,000.00	0.0%
01-041-5870	MEMBERSHIPS & DUES - DEPT	**-**	400.00	400.00	0.0%
01-041-5950	IT - CONSULTING SERVICES	**375.00**	2,904.00	2,529.00	12.9%
01-041-5951	IT - HARDWARE PURCHASES	**-**	800.00	800.00	0.0%
01-041-5952	IT - SOFTWARE/SAAS	**590.00**	590.00	-	100.0%
01-041-5990	DEPARTMENTAL OPERATING SUPP	**115.59**	1,000.00	884.41	11.6%
01-041-5991	ENTRY LEVEL TESTING	**2,450.00**	4,000.00	1,550.00	61.3%
01-041-5992	PROMOTIONAL LEVEL TESTING	**-**	2,000.00	2,000.00	0.0%
01-041-5993	LATERAL ELIGIBILITY LIST	**-**	500.00	500.00	0.0%
01-041-6090	MARKETING & OUTREACH	**-**	2,000.00	2,000.00	0.0%
TOTAL SCHOOL CROSSING GUARDS/PUB		**13,972.87**	**39,531.70**	**25,558.83**	**35.3%**
	PARKS/RECREATION				
01-050-4110	WAGES - FULL TIME EMPLOYEES	**52,747.45**	62,237.04	9,489.59	84.8%
01-050-4130	WAGES - OVERTIME PAY	**3,573.88**	4,500.00	926.12	79.4%
01-050-4210	WAGES - PART TIME EMPLOYEES	**32,833.63**	25,524.45	(7,309.18)	128.6%
01-050-4310	HEALTH INSURANCE	**17,615.12**	20,073.00	2,457.88	87.8%
01-050-4320	LIFE INSURANCE	**35.00**	84.00	49.00	41.7%
01-050-4330	DISABLITY INSURANCE	**395.26**	500.00	104.74	79.1%
01-050-4370	MEDICAL SCREENING/DRUG TESTING	**-**	400.00	400.00	0.0%
01-050-4510	FICA - EMPLOYER CONTRIBUTION	**4,161.61**	4,761.13	599.52	87.4%
01-050-4540	PENSION (IMRF) - EMPLOYER CONT	**912.37**	1,008.24	95.87	90.5%
01-050-4610	UNIFORMS	**790.59**	1,500.00	709.41	52.7%
01-050-4611	PERSONAL PROTECTIVE EQUIPMENT	**486.78**	650.00	163.22	74.9%
01-050-5120	MAINT & REPAIRS - EQUIPMENT	**6,780.59**	15,000.00	8,219.41	45.2%
01-050-5121	MAINTENANCE & REPAIRS - B&G	**18,754.87**	47,500.00	28,745.13	39.5%
01-050-5122	MAINTENANCE & REPAIRS - VEH	**402.16**	3,000.00	2,597.84	13.4%
01-050-5123	MAINTENANCE & REPAIRS - PARKS	**1,088.86**	10,000.00	8,911.14	10.9%
01-050-5140	PARKS REPAIR - CONTRACTED SERV	**-**	5,000.00	5,000.00	0.0%
01-050-5160	TREE MAINTENANCE & REMOVAL CON	**3,600.00**	20,000.00	16,400.00	18.0%
01-050-5162	OTHER CONTRACTED SERVICES	**-**	1,500.00	1,500.00	0.0%
01-050-5510	MEMBERSHIPS & DUES	**-**	500.00	500.00	0.0%
01-050-5530	TRAINING & SEMINARS	**180.00**	1,000.00	820.00	18.0%
01-050-5860	EQUIPMENT RENTALS	**2,845.00**	8,000.00	5,155.00	35.6%
01-050-5990	DEPARTMENTAL OPERATING SUPP	**476.09**	7,500.00	7,023.91	6.3%
01-050-6010	BUILDING UTILITIES (GAS&ELEC)	**4,572.54**	8,000.00	3,427.46	57.2%
01-050-6021	CLEANING SERVICES	**3,412.50**	4,500.00	1,087.50	75.8%
01-050-6030	GASOLINE & OIL	**7,900.81**	8,500.00	599.19	93.0%
01-050-6051	EQUIPMENT PURCHASE - NON CAP	**1,159.97**	2,000.00	840.03	58.0%
01-050-6200	PARK SIGNS INSTALL & REPLACE	**71.91**	5,000.00	4,928.09	1.4%
01-050-9000	CONTINGENCY	**-**	10,000.00	10,000.00	0.0%
	TOTAL PARKS/RECREATION	**164,796.99**	**278,237.86**	**113,440.87**	**59.2%**
	TOTAL FUND EXPENDITURES	**6,592,091.76**	**9,536,396.55**	**2,944,304.79**	**69.1%**
GENERAL FUND CHANGE IN FUND BALANCE		**762,306.14**	(2,179,403.05)	(2,941,709.19)	
	Motor Fuel Tax Fund - Revenue				
50-030-3240	MOTOR FUEL TAX ALLOCATIONS	**421,154.42**	501,703.44	80,549.02	83.9%
50-030-3900	INTEREST INCOME	**61,616.03**	40,000.00	(21,616.03)	154.0%
50-030-3900	*Interfund transfer from GF*	**-**	55,000.00	55,000.00	0.0%
	TOTAL REVENUE	**482,770.45**	596,703.44	113,932.99	80.9%
	Motor Fuel Tax Fund-Expenditure				
50-030-6040	OPERATING SUPPLIES	**88,323.14**	200,000.00	111,676.86	44.2%
	TOTAL MFT - EXPENDITURE	**88,323.14**	**200,000.00**	**111,676.86**	**44.2%**
MFT - CHANGE IN FUND BALANCE		**394,447.31**	396,703.44	2,256.13	99.4%
Debt Service					
80-010-3420	Excise Tax	**71,254.98**	111,000.00	39,745.02	64.2%

80-010-3900	*Transfer from GF*	**223,287.61**	273,964.00	50,676.39	81.5%
	TOTAL REVENUE	**294,542.59**	384,964.00	90,421.41	76.5%
80-010-8010	Prinicpal	-	137,868.76	137,868.76	0.0%
80-010-8020	Interest Expense	**4,981.88**	247,095.00	242,113.12	2.0%
	TOTAL Debt Service Exp	**4,981.88**	384,963.76	379,981.88	1.3%
Net Change in Debt Service		**289,560.71**	**0.24**	**(289,560.47)**	
CAPITAL PROJECT FUND - REVENUE					
99-050-3580	Connection fee	**2,183.39**		(2,183.39)	#DIV/0!
90-010-3900	*Transfer from other funds*	**579,485.71**	695,382.85	115,897.14	83.3%
		581,669.10	**695,382.85**	**113,713.75**	
CAPITAL PROJECT FUND					

90-030-6100	Residential Streets	**863,512.35**	980,068.00	116,555.65	88.1%
90-050-6400	PORTER PARK PHASE 2	**113,334.25**	1,087,000.00	973,665.75	10.4%
90-010-6210	BRIDGE ST PARKING LOT	**227,569.15**	103,000.00	(124,569.15)	220.9%
90-050-6201	Riverside Park	-	30,000.00	30,000.00	0.0%
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	TOTAL Capital Project Expenditures	**1,204,415.75**	**2,200,068.00**	**995,652.25**	54.7%
		---	---	---	---
CAPITAL PROJECT - CHANGE IN FUND BALANCE		**(624,930.04)**	**(1,504,685.15)**	**(879,755.11)**	41.5%

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT

Agenda Item:	**Resolution 2026-43 Approving a Special Use Permit to install a Community Solar Farm/Garden in the CH, Highway Commercial zoning district for the property located at 12233 North 2nd Street (PINS: 04-28-176-002 and 04-28-176-003)**		
Date:	**November 17, 2026**	**Meeting:**	**Village Board November 17, 2026**
Prepared by:	**Hilary Rottmann**	**Department:**	**Planning & Zoning**

Overview/Background Information

Pivot Energy IL 143 LLC seeks a Special Use Permit to install a Community Solar Farm/Garden in the CH, Highway Commercial zoning district for the property located at 12233 North 2nd Street, Roscoe, Illinois.

Key Issues

- Section 15-555(d) of the Village Code states a Community Solar Farm/Garden is permitted as a primary land use in the CH, Highway Commercial District, subject to approval of a Special Use Permit.
- Is a community solar farm/garden an appropriate land use in the CH, Highway Commercial District along North 2nd Street (U.S. Route 251)?
- The applicant has amended their original request based on feedback from Village Staff and the Village Board, based on concerns about preserving the property's road frontage for future commercial development along with other mitigating measures.

Fiscal Note/Budget Impact

N/A

Prior Legislative Actions

On October 14, 2026, the Zoning Board of Appeals continued the applicant's request to its November meeting to allow additional time to review supplemental information submitted by the applicant.

On November 12, 2026, the Zoning Board of Appeals reviewed the requested Special Use Permit, including the proposed findings of fact. The motion to recommend approval failed by a vote of 2-3, with two members voting in favor and three voting against. During deliberations, concerns were raised regarding the compatibility of the proposed use with the intent of the zoning district and the Village's vision for the area.

Action Required/Recommendation

Staff recommends passage of Resolution No. 2026-43

Attachments

Resolution No. 2026-43
11/12/26 ZBA Staff Report

Re: **Pivot Energy IL 143 LLC** November 13, 2026

Dear Village President and Trustees:

On behalf of Pivot Energy, we respectfully request approval of the proposed commercial solar energy facility at 12233 North 2nd Street. The project represents an opportunity to put underutilized property to productive use, strengthen the local electrical grid, generate additional property tax revenue, and preserve substantial frontage for future commercial development.

Following feedback at the Village's Committee of the Whole meeting several months ago, we revised our plans to relocate the solar array to the rear of the property in order to preserve the frontage for future commercial development. Through the ZBA hearings, we also worked cooperatively with Village Staff to develop the proposed conditions of approval of the special use, some of which include:

1. Subdividing the property to preserve a minimum 285 feet of depth and 700 feet length along Route 251 for future commercial development;

2. Replacing the proposed utility poles on the property with pad-mounted electrical equipment;

3. Paving the access drive from the entrance to the fenced portion of the solar facility; and

4. Installing landscaping to screen the project from the commercial frontage.

Given the project benefits, as well as these commitments, we were disappointed by the ZBA's November 12th vote of 3–2 against recommending approval. It is notable that the additional electricity generation and battery storage will support grid resilience and make the surrounding area more attractive for future businesses, particularly where available electrical capacity may otherwise constrain development. Additionally, there is already significant traffic generated by the industrial facility to the north that would limit the site's suitability for a large-format retailer, which seemed to be the use desired by some ZBA members. That being said, two of the ZBA members were absent from the November 12th public hearing, and their attendance could have resulted in a different outcome.

In any event, to further demonstrate our commitment to the Village's commercial development goals, we are prepared to offer an additional community benefit commitment:

- **Additional Community Benefit**: Pivot will provide an annual $10,000 community benefit contribution to the Village for the initial 20-year term of the Project's operational life to support local commercial development initiatives.

We respectfully request that the Village Board approve the proposed special use permit, subject to the mutually agreed conditions and the additional commitments outlined above.

Sincerely,

Ajla Halilovic
Pivot Energy IL 143 LLC

RESOLUTION 2026-43

APPROVING A SPECIAL USE PERMIT TO INSTALL A COMMUNITY SOLAR FARM/GARDEN IN THE CH, HIGHWAY COMMERCIAL ZONING DISTRICT FOR THE PROPERTY LOCATED AT 12233 NORTH 2ND STREET (PINS: 04-28-176-002 AND 04-28-176-003)

WHEREAS, the application of Pivot Energy IL 143 LLC on behalf of 12233 North 2nd Street LLC for a Special Use Permit to install a Community Solar Farm/ Garden in the CH for the property located at 12233 N. 2nd Street having been considered by the Zoning Board of Appeals of the Village of Roscoe, Illinois ("Village") at a public hearing held for that purpose and due notice of said hearing having been given by publication as appears by the Proof of Publication on file in the office of the Village Clerk; and

WHEREAS, the Zoning Board of Appeals of the Village of Roscoe has made a recommendation of denial for the Special Use Permit to allow the installation of a Community Solar Farm/ Garden in the CH for the property located at 12233 N. 2nd Street in the Village, for the property legally described on the attached Exhibit A;

WHEREAS, the Zoning Board of Appeals of the Village of Roscoe determines that the application did not meet the required criteria deemed pertinent to the application for Special Use Permit Amendment as set forth in Section 15-780(c)(2) of the Zoning Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RSOCE, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

1. The foregoing recitals are incorporated herein and made a part hereof,
2. The Village hereby approves the Special Use Permit to allow the installation of a Community Solar Farm/ Garden in the CH for the property located at 12233 N. 2nd Street in the Village, for the property legally described on the attached Exhibit A;
3. As conditions of granting the Special Use Permit, the Village Board does hearby deem it necessary for the public interest:

    a) Approval of a Special Use Permit for a community solar farm/garden use with a battery energy storage system generating no more than 5.0 MWac on the subject properties.
    b) The applicant shall submit updated site plans for review and obtain design review for the proposed development per Sec. 15-776 of the Zoning Code.
    c) The proposed project must meet the Commercial bulk standards per Section 15-436 of the Zoning Code.

d) A contiguous area along the frontage road/Route 251, at minimum 700 feet of frontage by a minimum of 285 feet of depth, shall be reserved and kept free of solar equipment for future commercial development. The reservation shall be shown on the site plan and lease agreement before the permit is issued.
e) Prior to issuance of a building permit, the self-storage facility shall be subdivided from the project area and the remaining land combined so the project is on a single lot that meets all setback requirements. The land division shall be recorded with Winnebago County.
f) The applicant shall submit documentation of an amended lease that addresses the "negative solar easement." The amended lease shall not restrict buildings, structures, or vegetation on the reserved commercial area.
g) The access drive from the frontage road to the solar facility entrance shall be hard surfaced with bituminous pavement or Portland cement concrete, per Village Code. Gravel is not permitted outside the solar facility.
h) The access drive shall be redesigned and approved during site plan review to accommodate shared access with the reserved commercial area.
i) The applicant shall confirm jurisdiction and access-control authority over the frontage road, obtain all required Village, County, and IDOT approvals, and demonstrate compliance with any recorded access restrictions.
j) Fencing shall be a chain-link fence up to eight feet in height with a green or black polymer or vinyl-coated finish and shall comply with Village Code. Agricultural mesh-wire fencing is not approved. The fencing requirement is waived if the applicant provides a vegetative buffer or berm around the entire project area.
k) A landscaping plan that complies with Section 15-654 and screens the facility from the public right-of-way shall be submitted for approval by Village staff prior to site plan approval. The plan shall be prepared by a landscape architect and shall place screening between the easternmost part of the reserved commercial area and the solar array.
l) The solar panels shall be installed with an anti-reflective coating.
m) The Vegetation Management Plan shall be revised to follow the IDNR Solar Site Pollinator Establishment Guidelines and address establishment, maintenance, and long-term management.
n) Prior to site plan approval, the applicant shall provide BESS equipment specifications, battery chemistry, layout, separation distances, operating characteristics, safety certifications, and fire-protection measures reviewed by the Village Engineer, Harlem-Roscoe Fire Department, and Winnebago County Building Division.
o) Prior to site plan approval. The applicant shall submit a stormwater report and an erosion and sediment control plan meeting the Village engineering requirements

and shall identify any required stormwater facilities and maintenance responsibilities.

p) Any drain tiles encountered or damaged during construction shall be restored.
q) The applicant shall provide documentation of ComEd's acceptance of the interconnection and equipment layout.
r) Any new public electric infrastructure required by the electric utility to serve the solar facility shall be installed underground where above-ground infrastructure does not currently exist, excluding the ComEd riser pole and pad-mounted transformer. Where above-ground infrastructure does exist, new infrastructure and upgrades shall also be installed underground, except where environmental constraints make burial infeasible.
s) The applicant shall obtain all required permits, including Village site development, right-of-way, and driveway permits, the IEPA General NPDES Construction Permit, and any Winnebago County building and electrical permits.
t) Prior to building permit issuance, the Decommissioning Plan shall be revised to comply with Ordinance 2023-11 and shall: use one consistent removal timeline across the plan, narrative, and AIMA; include a gross decommissioning cost prepared by an Illinois-licensed Professional Engineer; separately identify salvage value and a net salvage credit; document that the Village has priority or a legally enforceable interest in salvage proceeds if the project is abandoned; and provide for periodic updates to the cost and salvage estimates.
u) The applicant shall comply with the Agricultural Impact Mitigation Agreement (AIMA).
v) A contact person for the project will need to be kept on file with the Village of Roscoe for issues/complaints upon completion of the facility.
w) A special use permit shall lapse and shall become void two year following the date on which the special use permit became effective, unless before the expiration of two year a building permit is issued and construction is commenced and diligently pursued toward completion on the site which was the subject of the special use permit application, or a certificate of occupancy is issued for the structure which was the subject of the special use permit application, or the site is occupied if no building permit or certificate of occupancy is required.
x) Any additional conditions of approval recommended by the Zoning Board of Appeals.

4. The Village Clerk of Roscoe shall attest the same after the signature of the Village President.

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____2026 **ATTEST:**

_____ _____

VILLAGE PRESIDENT VILLAGE CLERK

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT

Agenda Item:	**Ordinance 2026-14 Approving a Planned Unit Development (PUD) General Development Plan (GDP) for a property commonly known as 6440 Belvidere Road (PIN: 08-03-126-001)**		
Date:	**November 17, 2026**	**Meeting:**	**Village Board November 17, 2026**
Prepared by:	**Hilary Rottmann**	**Department:**	**Planning & Zoning**

Overview/Background Information

The applicant, Mark Payne of Valley View Tree Farm LLC, requests a General Development Plan (GDP) for an event venue and rezoning of the subject property from UT Urban Transitional to PUD (Planned Unit Development).

Key Issues

- 6640 Belvidere Road has historically operated as a Christmas tree farm and retail shop, and contains a single-family residence with multiple agricultural buildings.
- The subject property was recently annexed into the Village of Roscoe as of October 20, 2026.
- The Village's existing base zoning districts do not adequately accommodate the proposed mix of uses. Therefore, a Planned Unit Development (PUD) is necessary to establish an appropriate framework for the property's continued use and expansion.

Fiscal Note/Budget Impact

N/A

Prior Legislative Actions

On November 12, 2026, the Zoning Board of Appeals reviewed the requested Planned Unit Development (PUD) General Development Plan (GDP), including the proposed findings of fact, and voted unanimously (5-0) to recommend approval of the request.

Action Required/Recommendation

Staff recommends passage of Ordinance No. 2026-14

Attachments

Ordinance No. 2026-14
11/12/26 ZBA Staff Report

ORDINANCE NO. 2026-14
AN ORDINANCE APPROVING A PLANNED UNIT DEVELOPMENT (PUD) GENERAL DEVELOPMENT PLAN (GDP) FOR PROPERTY COMMONLY KNOWN AS 6440 BELVIDERE ROAD (PIN: 08-03-126-001)

WHEREAS, the application of Mark Payne of Valley View Tree Farm LLC for a Planned Unit Development (PUD) General Development Plan (GDP) for an event venue located at 6640 Belvidere Road having been considered by the Zoning Board of Appeals of the Village of Roscoe, Illinois ("Village") at a public hearing held for the purposes and due notice of said hearing having been given; and

WHEREAS, on November 12, 2026, the Village of Roscoe Zoning Board of Appeals held the requisite hearing pursuant to notice, regarding the Planned Unit Development (PUD) General Development Plan (GDP) requested by the owner of the property; and

WHEREAS, the Zoning Board of Appeals met on November 12, 2026, and made a recommendation of approval for the Planned Unit Development (PUD) General Development Plan (GDP) on the attached Exhibit B for an event venue located at 6640 Belvidere Road, Roscoe, Illinois, legally described on the attached Exhibit A; and

WHEREAS, the Zoning Board of Appeals of the Village of Roscoe does hereby determine that the application meets the required findings pertinent to a Planned Unit Development as set forth in Section 15-721 of the Zoning Ordinance.

NOW, THEREFORE, BE RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

1. The foregoing recitals are incorporated herein and made a part hereof,

2. The Village hereby approves the Planned Unit Development (PUD) General Development Plan (GDP) on the attached Exhibit B for an event venue located at 6440 Belvidere Road, Roscoe, Illinois, legally described on the attached Exhibit A, amending the zoning map from UT, Urban Transitional, to PUD, Planned Unit Development with the below approved flexibilities.

   Approved Flexibilities:

   The GDP permits the following land uses:

   - Agricultural uses, such as a Christmas tree farm
   - Single-family residence
   - Retail sales (gift shop)
   - Banquet/event space
   - Food trucks

3. As a condition of granting the Planned Unit Development, the following conditions and restrictions upon the Planned Unit Development, which are hereby deemed necessary for the public interest:
    a) Development of the site shall substantially conform to the approved GDP and Planned Unit Development documents. Any standard, requirement, or design element not expressly modified by the PUD approval shall comply with the UT, Urban Transitional zoning district and all other applicable Village ordinances.
    b) All proposed signage shall comply with the sign regulations of the UT, Urban Transitional zoning district.
    c) The project shall maintain fire lanes, emergency access, and fire protection measures as required by the Fire Department.
    d) Provide safe pedestrian connections between parking, passenger loading areas, outdoor gathering areas, and all public entrances. Show a continuous accessible route, curb ramps where required, accessible parking and access aisles, compliant slopes, signage, and an accessible passenger-loading area if one is provided.
    e) Agricultural operations and event activities shall be arranged to maintain safe separation. Agricultural equipment, machinery, materials, and storage areas shall be located, secured, or screened to minimize conflicts and safety hazards between agricultural operations and event activities.
    f) The existing tree line along the property boundary shall be preserved where feasible, where the vegetation is in good condition and provides effective screening and landscape value.
    g) Any additional land use modification not listed in the GDP requires a formal amendment to the approved PUD.
    h) The addition of new buildings or site improvements requires a Specific Implementation Plan (SIP) application, containing all materials and information required by Article XIII of the Village of Roscoe Code of Ordinances and all applicable procedural requirements.
    i) A SIP may be approved through the Design Review process if it is consistent with the approved GDP and requires no additional deviations from the Zoning Ordinance.

4. The Village Clerk of Roscoe shall attest the same after the signature of the Village President.

2026-14
1st Read:

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____2026 **ATTEST:**

_____ _____

VILLAGE PRESIDENT VILLAGE CLERK

November 13, 2026

TO: President Gustafson & Village Trustees

FROM: Scot Wrighton, Interim Village Administrator

RE: Police Department Labor Agreements

I have included two separate labor agreements on the November 17 Village Board agenda: one is a contract with the Fraternal Order of Police (FOP) union covering sworn police officers, and the other is an agreement with the 5 sergeants—even though the sergeants have not formally organized into a collective bargaining unit.

The two agreements are included together because it has been the Village's past practice to mostly mirror the sergeants' agreement after contract revisions negotiated for FOP members. However, the Village is at liberty to depart from labor provisions agreed to with police officers in the sergeants' agreement, if they wish, and we have done so on one issue only: sergeants will be allowed to stay on the same shift if they wish, rather than change every 6 months.

Here is a summary of FOP contract and sergeants' agreement changes:

1. Personal days will be pro-rated
2. Police Chief appoints detectives; person selected gets a stipend equal to 3% of base pay, paid out in 2 checks twice a year, as long as they are a detective
3. The $500 stipend for not using sick leave has been eliminated
4. Various paid leave changes have been made: a) new officers can access PTO after 12 months of service instead of 18 months, b) Comp Time bank will be capped at 24 hours instead of 48 hours, with all other time paid out instead, c) vacation and holiday leaves cannot be moved to Comp Time, & d) other minor schedule changes, including leave transfers to VEBA
5. Uniform allowances will be increased from $700 to $1000 per year, except for detectives who will receive $1200
6. Officers will be required to pay 20% instead of 6% of the dependent-only cost of their group medical coverage cost; but they can elect to receive a monthly stipend of $400 is they completely opt-out of the Village's group health plan
7. Elimination of the "probationary rate" to create a higher starting rate
8. Base wages will rise 8.5% in 2027; 3.25% in 2028; and 3.25% in 2029. The 3-year contract/agreement will end on December 31, 2029.

The FOP local union voted to ratify the police officers' contract on November 12. Clean final copies, and mark-up copies showing the revisions, are both attached. It is recommended that both labor agreements be approved.

AGREEMENT

between the

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

and

VILLAGE OF ROSCOE
(Patrol)

January 1, 2027 through December 31, 2029

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PREAMBLE

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

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

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

ARTICLE I
RECOGNITION

Section 1.1 Recognition.

Consistent with the Act and in accord with the certification by the State of Illinois State Labor Relations Board in Case No. S-RC-06-185, the Village hereby recognizes the Council as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding both mandatory and mutually agreed to permissive subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

Section 1.2 Bargaining Unit Defined.

The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

Included: All full-time sworn police officers in the rank of officer.

Excluded: All other employees employed by the Village of Roscoe and all managerial and confidential employees and supervisors as defined by the Illinois Public Labor Relations Act.

Section 1.3 Bargaining Unit Work.

The Village may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours

worked by bargaining unit members. In addition, the use of part-time employees will not result in a reduction of bargaining unit members. The Village, when necessary, increases the full-time manpower of the police force.

Section 1.4 Probationary Period.

a) Length of Probationary Period.

   1) The probationary period for all newly hired employees with no credible prior experience as specified in Section 1.5 below, shall be eighteen (18) months in duration, which period may be extended by mutual agreement among the Village, Union, and Employee.

   2) Those employees who were laterally hired on or after January 1, 2023 as specified in Section 1.5 below, shall have a probationary period of up to twelve (12) months the duration of which shall be at the Chief of Police's sole discretion, such period may be extended by mutual agreement among the Village, Union and Employee. The twelve-month probationary period shall apply to all laterally hired officers except for those laterally hired officers whose probationary period has been extended prior to the execution of this agreement.

b) During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement. Notwithstanding the foregoing, the Village may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise in this Agreement to contest such suspension or discharge. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

Section 1.5 Lateral Transfers.

a) Transfer applicants are subject to all the current rules and regulations of the Employer and the Roscoe Fire and Police Commission that any other applicants are subject to.

b) Transfer applicants must be non-probationary, certified law enforcement officers with at least two (2) years of full-time law enforcement experience.

c) Transfer applicants must be currently employed by a Federal, State, County, or local law enforcement agency when application is made.

d) Transfer applicants must have completed the State of Illinois certified police officer training board requirements.

e) Transfer applicants' experience may include that of a police officer or related field, or military police work, but shall not include security agency experience.

f) The Roscoe Fire and Police Commission may provide an application form separate and distinct from other application forms.

g) Transfer applicants shall sign a release from releasing any and all personnel and/or disciplinary files from past law enforcement type employers.

h) The Roscoe Fire and Police Commission may waive any testing requirement for the position of police officer of any transfer applicant and place the applicant in any position on the Final Eligibility List from which employees are employed.

i) The Employer may hire a transfer applicant that meets the requirements contained herein and place the transfer applicant/new employee no higher than Step 5 of the wage scale contained in the current Labor Agreement.

j) Upon the transfer of the applicant/new employees' placement on the wage scale, no higher than Step 5, the new laterally transferred employee shall progress to the next wage step each successive year of employment until the employee reaches the highest step provided for in the agreement. This, in no way, shall act as a waiver of the general annual increases provided for in the current Labor Agreement at the wage step of the initial lateral placement of the employee until satisfying the appropriate service time as provided for herein.

k) The transfer applicant/new employee shall retain no increased seniority rights for purposes of benefit usage than any other newly hired employee.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Rights.

The rights which are vested exclusively in the Employer, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the Village of Roscoe Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper so long as it does not cause erosion to the bargaining unit; to establish or modify work schedule in case of emergency, and to determine the number of and specific hours worked, unless such schedule and/or hours worked are provided for in this agreement; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge or otherwise discipline for

just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to establish, implement and maintain an effective internal control program; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(i) or about which the Employer is not required to bargain in accord with Section 4 of the Act.

ARTICLE III
NON-DISCRIMINATION

Section 3.1 Non-discrimination.

Neither the Employer nor the Labor Council 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.

Section 3.2 Use of Pronouns.

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

ARTICLE IV
FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 4.1 Dues Deductions.

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

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

Section 4.2 FOP Labor Council Indemnification.

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

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

ARTICLE V
MANAGEMENT MEETINGS

Section 5.1 Purpose of Meetings.

In the interest of efficient management and harmonious employee relations, it may be desirable that meetings be held between Labor Council representatives and administrative representatives of the Employer if requested by either party. Such request shall be made at least seven (7) days in advance by either party in writing to the other and shall include a proposed agenda for such meeting. Such meetings, at mutually agreed times and locations, shall be limited to:

(a) Discussions concerning the implementation and general administration of this Agreement, including mutual cooperation and understanding of problems or questions; or,

(b) Sharing of general information of interest to the parties; or,

(c) Notifying the Labor Council by the Employer of non-bargaining conditions of employment contemplated by the Village which may affect employees; or,

(d) Safety procedures or issues.

The Employer and the Labor Council shall cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties shall meet as necessary and/or appropriate.

Section 5.2 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 opinions designed to enhance communication between the parties.

Section 5.3 Employee Attendance at Meeting.

With the exception of the designated steward, attendance at such conferences by employees is strictly voluntary and, except as hereafter provided, shall not be counted as compensable time, (except for the designated steward, of which shall be compensable) nor shall such interfere with duty time. The foregoing notwithstanding, on-duty attendance by an employee may be granted by the Chief of Police, in his sole discretion.

ARTICLE VI
LABOR COUNCIL REPRESENTATION

Section 6.1 Visits by Labor Council Representatives.

Representatives of the Labor Council shall be permitted to visit the Employer during normal working hours to talk with employees of the Employer and/or representatives of the Employer in the course of contract administration. The Chief of Police shall be notified of such visits prior to or at the time of such visits. Such visits shall not interfere with the employees' proper performance of duty.

Section 6.2 Time of Labor Council Activities.

All representation activities by or on behalf of the Labor Council, or employees regarding the Labor Council, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time or be paid for by the Employer, unless the employee designated by the Labor Council as Steward first requests and receives permission from the Chief of Police or his designee, which shall not be unreasonably denied. Such representation activities shall not interfere with the performance of duty where there is a need or emergency.

Section 6.3 Attendance at Grievance Meeting.

A Grievant or Grievants and a designated Labor Contact shall be granted paid release time to attend the Step 2 or Step 3 meetings provided in Article X, provided the meeting or the Hearing is scheduled during the Grievant's normal scheduled working time and provided that the attendance at the meeting or Hearing by the Grievant(s) does not impact the staffing levels of the Department.

Section 6.4 Attendance at Meetings.

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

Section 6.5 Representation.

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

Section 6.6 Labor Council Negotiating Team.

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

Section 6.7 Delegates.

Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer.

Section 6.8 No Unreasonable Interference.

The Employer shall not unreasonably interfere with legitimate representation activity, by the Labor Council's designated Steward**,** essential to the administration of this Agreement.

Section 6.9 Union Representatives

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

ARTICLE VII
INDEMNIFICATION

Section 7.1 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.

Section 7.2 Cooperation.

An employee shall be required to cooperate with the Employer fully and unequivocally 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.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section 8.1 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.

Section 8.2 Departmental Work Schedule.

The normal workday for Patrol shall consist of twelve (12) hours (including a paid lunch period and paid breaks). The normal hours of work shall consist of three (3) permanent shifts (0600 hours – 1800 hours, 1700 hours – 0500 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. Seniority shall be based upon continuous full-time service within the department. Thirty days prior to October 1st of each year or thirty (30) days after the execution of this agreement, whichever comes first, bargaining unit members shall submit bids on shift requests (first, second and third choice). These bids shall be honored based on seniority.

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

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

Section 8.3 Departmental Work Schedule – Additional Shifts.

Additional shifts shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks). The normal hours of work for this shift are 0800 hours – 1624 hours. This shift shall consist of five (5) consecutive workdays, followed by two (2) consecutive days off. These shifts shall be filled by appointment only, by the Chief of Police, based on the needs of the department. These shifts are not eligible for bid.

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

Section 8.4 Detective (Investigator) Assignment & Schedule.

This assignment shall be appointed by the Chief of Police and shall not constitute a promotion in rank.

Hours for this position shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks). The normal hours of work for this shift

are 0800 hours – 1624 hours. This shift shall consist of five (5) consecutive workdays, (Monday – Friday) followed by two (2) consecutive days off (Saturday and Sunday). Hours of work for any additional appointments to this position, whether permanent or temporary, shall be at the discretion of the Chief of Police, based on the needs of the department, and shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks and consist of five (5) consecutive workdays, followed by two (2) consecutive days off.

Initial selection of the Detective shall consist of any Officer with at least three (3) years of experience whether that be with the Department or a lateral Officer that has completed their probationary period with this department. The selection shall include a file review and an oral interview that will consist of standardized questions.

Investigative assignment(s) shall be re-evaluated on an annual basis concurrent with the departmental bidding schedule.

The employee assigned to the Detective position, by the Chief of Police, shall receive an annual stipend equal to three percent (3%) of the employee's then-current annual base salary, payable in two equal payments on January 1 and July in full or prorated based on days actually worked as Detective.

The current Detective shall continue in the assignment unless the employee voluntarily relinquishes the assignment, retires or resigns, is promoted or otherwise leaves the bargaining unit, is removed from the assignment as provided below, or otherwise becomes ineligible to serve as Detective under applicable law.

Any removal shall be based on legitimate, job-related reasons, and the employee shall be provided with written notice of the reasons for the removal upon request.

Removal from the Detective assignment shall not, in and of itself, constitute disciplinary action or result in a reduction of base pay, or loss of Seniority upon return to the patrol division. Any dispute regarding removal from the Detective assignment shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.5 Shift Assignments.

Prior to October 15th, 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.

Section 8.6 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.

Section 8.7 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 workday 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 (1½) 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.

Section 8.8 No Pyramiding.

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

Section 8.9 Court Time.

A. Employees covered by this Agreement 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 workday), 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 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 four (4) hour notice, will result in the minimum court allowance payment to the officer as provided for above.

Section 8.10 Stand-By (On-Call) Pay.

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

Section 8.11 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.

Section 8.12 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.

Section 8.13 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.

Section 8.14 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 (1/2) hour increments. Twenty Four (24) 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 for all hours in excess of twenty-four (24) hours.

The Employee may submit a request for a payout of any accumulated compensatory time by submitting a written request in such form that may be reasonably required by the Village at least five (5) days prior to the end of a pay period for which it is being requested.

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.

Section 8.15 Payroll Checks.

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

ARTICLE IX
EMPLOYEE SECURITY

Section 9.1 Just cause standard.

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

Section 9.2 Corrective Discipline.

The Employer agrees to use its best efforts to follow the tenets of progressive and corrective discipline. The parties further agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) six (6) months after the warning is received by the employee provided there has been no repetition of the offense within that six (6) month period. The parties further agree that all other disciplinary actions shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the discipline is received by the employee so long as there has been no repetition of the offense during the one (1) year period. All such expungements shall take place upon written request by the employee to the Chief of Police.

The Village maintains the right to retain any record of a reprimand removed from an employee's personnel file in separate, confidential files outside of the Police Department; provided, however, that such records shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his or her personnel file. Access to such records shall be limited to the Village Clerk, legal counsel for the Village and appropriate representatives of the Labor Council.

Section 9.3 Discipline to be Remedial.

The primary purpose of discipline is remedial. Therefore, in appropriate situations, the Employer recognizes and agrees to utilize the principle of progressive discipline as follows:

a. Oral warning
b. Written reprimand

c. Suspension
d. Discharge

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline, which is commensurate with the severity of the offense, up to and including discharge.

The Employer shall notify both the employee involved and the Labor Council of all disciplinary action more severe than an oral warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline, the discipline assessed, and the direction to the employee for future behavior. A copy of any disciplinary action or material related to an officer's performance which is placed in the employee's personnel file shall be sent to the employee within seven (7) calendar days of its being placed into said file.

Section 9.4 Pre-discipline Meeting.

Before an employee is discharged or suspended, the Employer shall provide such employee with:

a. Notice of the charges giving rise to the contemplated action.
b. An explanation of the evidence giving rise to the charges; and
c. An opportunity to be heard on/or to respond to such charges. In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Labor Council representative present.

Section 9.5 Personnel Files.

The Employer shall maintain a personnel file for each bargaining unit employee. Material not maintained in an employee's personnel file shall not be used as a basis for disciplinary or other action against the employee. The Employer may keep a temporary working file for the purposes of completing an annual evaluation or the investigation of an employee of which the final document may be placed in the employee's personnel file. The materials contained in such temporary files shall be kept separate from the employee's personnel file.

Upon five working days' written notice to the Chief of Police by an employee, the Employer shall permit said employee to inspect and, if he/she so chooses, to obtain copies of his/her file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01, *et seq.* An employee shall be permitted to inspect said employee's personnel file subject to the following:

a. Such inspection shall occur between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and,

b. Such inspection shall be in the presence of a representative of the Employer;

and,

c. The employee shall not be permitted to remove any material from the personnel file, but may obtain copies of any information contained therein upon payment for the cost of copying; and,

d. Upon request, the employee may have a representative of the Labor Council present during such inspection and/or may provide a written authorization, presented to the Employer at the time of the request for inspection, for such representative to inspect said employee's file otherwise consistent herewith.

Within fourteen (14) calendar days of the employee's receipt of a written warning or other disciplinary documentation and separate from the employee's rights under the Grievance Procedure in Article X, the employee may prepare a written reply which shall then be attached to the written warning or other disciplinary documentation and maintained in the personnel file. Further, an employee shall have the right to submit, without additional supervisory approval, documents to become a permanent part of said employee's personnel file including, but not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

Section 9.6 Personal Assets.

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household).

Section 9.7 Document Review.

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

Section 9.8 Release of Information.

No photograph or personal information about an employee will be disclosed by the Village to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number. This Section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

Section 9.9 Use of Unfounded or Exonerated Material.

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

Section 9.10 Investigation of Employee.

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

Section 9.11 Discipline Assessed.

Discipline shall be assessed as soon as practicable after the Employer learns of the occurrence, giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Verbal and written reprimands shall remain in the sequence of progressive discipline for a six (6) month period from the date of such reprimand. A suspension shall remain in such sequence for a twelve (12) month period from the beginning of the suspension.

Section 9.12 Peace Officers Bill of Rights.

The Employer specifically confirms its commitment to compliance with the procedures and substances in what is commonly known as the "Peace Officers Bill of Rights" set forth in 50 ILCS 725/1 through 725/7 (as may be amended from time to time).

Furthermore, and otherwise consistent therewith, when the Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from a representative of the Labor Council. If the employee requests such representation, the interview shall not take place without the presence of that representative, provided such representative shall be available within three (3) days of the date when the Employer notifies the employee of its intent to conduct said interview, which may be extended by mutual consent. In the event the designated representative is another employee and the Employer elects to conduct such interview at a time that such designated

representative is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

ARTICLE X
GRIEVANCE PROCEDURE

Section 10.1 Definition.

A "Grievance" is defined as a dispute, arising between parties to this Agreement, concerning the interpretation or application of a specific provision of this Agreement. The original Grievance shall at no step of the Grievance Procedure be expanded or enlarged.

Section 10.2 Representation.

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, provided, however, that if a group of employees is to be represented for the same issue, a representative of the group shall be present. The grievant shall be entitled to Labor Council representation at any step of the grievance.

Section 10.3 Employee Rights.

Employees shall have all of their rights as set forth in 65 ILCS 5/10-2.1-17, to have their discipline cases reviewed by the Board of Fire and Police commissioners. Employees shall have the alternative right to file grievances on their discipline cases. The grievance procedure and the hearing process by the Board of Fire and Police commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a waiver by the Council and the employee involved of the right to challenge the same matter before the Board of Fire and Police commissioners. In addition, an employee initially seeking review by the Board of Fire and Police commissioners may not subsequently elect to file a grievance.

A hearing before an arbitrator selected under the procedures of this collective bargaining agreement shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement.

Section 10.4 Review or Appeal of Discipline.

With regard to disciplinary matters the employee may elect to seek review or appeal either through the Grievance Procedure under this Agreement or through the procedures of the Fire and Police Commission. Such election must be made within five (5) business days (Monday through Friday, excluding holidays) from the date the employee is notified of the discipline. Failure to make such an election, on the Employee Election form attached herein

as Appendix "E", within the time limitation shall result in the matter being heard before the Fire and Police Commission.

Section 10.5 Employee's Right to File Grievance.

Any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the Employer, to have such Grievance fully adjusted, without the intervention of the Labor Council or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further, that the Employer will, by notice to a Labor Council representative, give the Labor Council an opportunity to have a representative present at the final adjustment.

Section 10.6 Intent of the Parties.

It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

Section 10.7 Discharge Time Limits.

A grievance protesting the discharge of an employee or the discipline of an employee by loss of work time shall be initiated in Step 2 of this procedure. Such grievance must be filed within seven (7) calendar days of the time the employee or the Labor Council knew or should have known of the Village's action in order to be valid and subject to the provisions of this Article and Agreement.

Section 10.8 Grievance Time Limits.

No grievance shall be valid unless it is filed within seven (7) calendar days of the time that the employee or the Labor Council knew or reasonably should have known of the alleged contract violation. If the Village fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step.

Section 10.9 Grievance Settlement.

Any grievance not appealed to the next succeeding step in writing and within seven (7) calendar days of the Village's last answer will be considered, settled on the basis of the Village's last answer and shall not be eligible for further appeal.

If the Village does not respond, within the specified time limits, at any step of the grievance procedure as provided for herein, then the grievance shall be deemed granted.

Section 10.10 Mutual Time Extension.

The parties may, by mutual agreement, extend any of the time limits set forth in this Article.

Section 10.11 Arbitration Procedure.

Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," 710 ILCS 5/1-5/23.

Section 10.12 Grievance Procedure.

All Grievances, as above defined, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time. The investigation, filing, or processing of a Grievance by an employee or Council representative shall occur during non-working time, unless such activity during working time is approved by the Chief of Police. No more than one (1) employee-Council representative shall be excused from duty to attend the Step 2 or Step 3 Grievance meetings. Such attendance shall not interfere with unusual or emergency need and shall be without loss of pay for the duration of the Grievance meeting. A written settlement reached at any step of the Grievance Procedure shall be final and binding upon the Employer, the Council, and the employee(s).

Section 10.13 Grievance Steps.

STEP 1 Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix "D") to the employee's immediate supervisor or his/her designee indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Settlements or withdrawals at this Step 1 shall not constitute a precedent in the handling of other Grievances. In the event of a situation giving rise to a Grievance, the employee shall first complete the assigned work task, and grieve later, unless the employee reasonably believes that the assignment causes imminent threat to the employee's immediate safety. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor or his/her designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented. Any settlement of the grievance shall not be inconsistent with this Agreement.

STEP 2 If the grievance is not settled at Step 1 and the employee, or the Labor Council in the case of a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police or his/her designee within seven (7) calendar days after receipt of the Employer's answer in Step 1. The grievance shall specifically state the basis upon

which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or his/her designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Chief of Police or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within seven (7) calendar days following their meeting. Any settlement shall not be inconsistent with this Agreement.

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

Section 10.14 Arbitration.

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

Section 10.15 Arbitrator Selection.

In the event the Council and the Employer are unable to mutually agree upon an arbitrator. Within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the Village and Labor Council shall alternately strike names from the panel. The first party to strike shall be determined by the flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Village's representatives.

Section 10.16 Requests of Arbitrator.

The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel each at its own expense.

Section 10.17 Costs of Arbitration.

The fees and expenses of the arbitrator, including a transcript and the cost of the Hearing Room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, witnesses, counsel, and transcript.

Section 10.18 Time of Decision.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the closure of the hearing or the submission of briefs by the parties, whichever is the latter.

Section 10.19 Issue.

The parties shall make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. If the parties cannot agree on the issue, the arbitrator may accept a party's statement of the issue, or the issue may be articulated by the arbitrator, in his/her discretion. More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

Section 10.20 Limit on Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the Employer. The Arbitrator shall have no power to make a decision contrary to or inconsistent with statutes, final court decisions or administrative rules and regulations which have the force of law, or with this Agreement.

Section 10.21 Decision's Finality.

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

ARTICLE XI
NO STRIKE OR LOCK OUT

Section 11.1 No Strike.

Neither the Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement. The parties specifically agree that neither the Labor Council nor any employee covered by this Agreement shall refuse to cross any picket line by whomever established.

Section 11.2 Disavowal of Prohibited Activities.

In the event an employee or employees engage in any action prohibited by Section 10.1 above, the Labor Council shall immediately disavow such action and shall advise the employees of their obligation under this Agreement and under the Act to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations.

Section 11.3 Discipline for Participation.

Any employee who violates the provisions of Section 11.1 of this Article shall be subject to discipline up to and including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 11.1 shall not be considered a violation of this Agreement and further, to the extent the Grievance Procedure in Article X is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

Section 11.4 No Lock Out.

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

Section 11.5 Remedies for Violation.

In the event of a violation by either party hereunder, the other party shall have the right to enforce any and all legal or equitable rights or remedies.

ARTICLE XII
HOLIDAY

Section 12.1 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	Thanksgiving Day
Friday before Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans Day	

Holidays shall accrue for all employees when they are observed.

Section 12.2 Personal Days.

In addition to the holidays specified above, each employee covered by this Agreement shall annually be entitled to three (3) Personal Days of twelve (12) hours with pay during the life of this Agreement. Except for that on the year of initial hire, personal days shall be prorated as follows:

Those hired from January 1st through April 30th shall receive three (3) Personal Days of twelve (12) hours.

Those hired May 1st through August 31st shall receive two (2) Personal Days of twelve (12) hours.

Those hired September 1st through December 31st shall receive one (1) Personal Day of twelve (12) hours.

The taking of a Personal Day shall be scheduled with the employee's supervisor and shall not be unreasonably denied.

Section 12.3 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.

Employees covered by this Agreement 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.

Section 12.4 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.

Section 12.5 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.

Section 12.6 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.

ARTICLE XII
SENIORITY, LAYOFF AND RECALL

Section 13.1 Definition of Seniority.

Seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the Village. Seniority shall be used when determining layoffs, vacation preferences, 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.

Section 13.2 Seniority List.

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

Section 13.3 Layoff.

The Employer and the Council 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 covered by this Agreement will be laid off in accordance with their length of service with the employer as provided in 65 ILCS 5/10-2.1-18 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.

Section 13.4 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 workdays without proper notification, jurisdiction thereof, or authorization. However, the employee shall be allowed to present mitigating circumstances 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.

Section 13.5 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 qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief of Police of their current address. Upon issuance of such notice of recall, an employee shall have seven (7) calendar days to notify the Chief of Police of acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

Section 13.5 Seniority and Authorized Leave of Absence.

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

Section 13.6 Physical Examination upon Recall.

The Employer may require an employee recalled from layoff to pass a physical examination conducted at the Employer's expense by an Employer-designated physician, as a prerequisite to returning to work.

ARTICLE XIV
VACATIONS

Section 14.1 Eligibility and Allowances.

Every employee covered by this Agreement shall be eligible for paid vacation time. Vacation allowance shall be earned as follows:

After completion of one (1) year of Service	2 Weeks (84 hours)
After completion of five (5) years of Service	3 Weeks (126 hours)

After completion of six (6) years of service employees shall earn one (1) additional paid vacation (8.4 hours) day per year for each additional year of service up to a maximum annual accrual of 4 weeks (168 hours).

Section 14.2 Vacation Pay.

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 14.3 Scheduling.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference in one-week increments being made on the basis of the employee's seniority as defined in this Agreement. 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.

Section 14.4 Vacation Carry-Over.

Employees may carry over up to one week 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.

Section 14.5 Vacation Pay at Separation.

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

ARTICLE XV
SICK LEAVE

Section 15.1 Days Earned.

A regular full-time employee who has successfully completed a basic training program approved by the Illinois Law Enforcement Training Standards Board 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 under this Agreement.

3. Each employee shall receive 8.4 hours of sick time per month at their normal hourly base rate of pay until the accrual amounts set forth in Paragraph 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 for sick leave shall be hours worked for overtime purposes.

7. An employee shall continue to accrue and receive the other benefits under this Agreement 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.

Section 15.2 Sick Leave Utilization.

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

ARTICLE XVI
ADDITIONAL LEAVE OF ABSENCE

Section 16.1 Unpaid Leave of Absence.

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

An unpaid leave of absence may be granted to a requested 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, monthly, 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.

Section 16.2 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.

Section 16.3 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.

Section 16.4 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.

Section 16.5 Military Leave.

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

Section 16.6 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:
      (1) In one 12-week period;
      (2) In two or more leaves for different reasons totaling 12 work weeks;
      (3) Intermittently in the case of medical leave, when medically necessary, with the hours/days/weeks of leave equaling an equivalent of 12 work weeks;
      (4) As part of a reduced work schedule in the case of 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.:

      (1) the birth of a son or daughter or to care for the child after birth;

(2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or

(3) 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 family or medical leave must provide notice to the Village as soon as practicable. Where the need for 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 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:

(1) A period of in-patient care in a hospital, hospice or residential medical facility; or

(2) 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

(3) 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 medical leave, recertification every 30 days by 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 leaves 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:

(1) 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;

(2) 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 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:

(1) 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.

(2) 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).

(3) Where the employee seeks 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.

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

Section 16.7 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.

Section 16.8 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 grand-parents;
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 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.

Section 16.9 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 provided by this Agreement.

Section 16.10 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 Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay 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.

Section 16.11 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.

Section 16.12 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.

ARTICLE XVII
UNIFORM ALLOWANCE

Section 17.1 Quartermaster System.

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The 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 one-thousand dollars ($1,000) 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. Employees assigned to the Detective position will be provided with an annual allotment of one thousand-two hundred dollars ($1,200.00)

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.

Section 17.2 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.

Section 17.3 Replacement of Damaged Clothing.

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

Section 17.4 Replacement of Personal Property.

The Employer agrees to repair or replace corrective lenses, prescription sunglasses, wristwatch or other item of personal property which is worn or carried by the Employee, and which is not prohibited by the Employer, when the 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.

ARTICLE XVIII
TRAVEL & GENERAL

Section 18.1 Schools, Seminars, and Conferences.

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

Section 18.2 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 employees 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 December 31st 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.

Section 18.3 Use of Personal Vehicle for Official Business.

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

Section 18.4 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.

Section 18.5 Working Conditions.

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

Section 18.6 Reporting of Unsafe Conditions.

The Labor Council and the 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.

Section 18.7 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.

Section 18.8 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 18.9 Labor Council Bulletin Board.

The Employer shall provide designated space on available bulletin boards or suitable bulletin boards for use by the Labor Council. Such bulletin boards shall be used exclusively for posting the following type of notices:

(A) Notices of Council recreational and social affairs.

(B) Notices of Council meetings, appointments, and elections.

(C) Reports of Council committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything political or anything reflecting upon the Employer or any of its employees. There will be no distribution or posting of notices or any kind of literature upon the Employer's property by employees or by the Labor Council except herein provided.

ARTICLE XIX

HEALTH AND LIFE INSURANCE

Section 19.1 Life Insurance.

The Employer shall provide each full-time employee covered by the terms of this Agreement with term Life Insurance in the amount of fifty thousand dollars ($50,000)

Section 19.2 Group Insurance Coverage.

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

Section 19.3 Cost.

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

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

All Other Coverage Options*: 20% of any Total Premium Costs in excess of Single Coverage

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

Section 19.4 Insurance Opt-Out.

An active employee may opt out of the Village's health insurance plan at any time upon the submittal of written notice to the Human Resources Manager, or as the Village Administrator may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice. To opt out, an employee must show evidence that they have obtained suitable health insurance coverage elsewhere.

An employee that opts out shall not be required to pay the required premium for the Village's health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $400 per month. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts.

An employee who elects to opt out shall not be eligible for Village health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Village that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the Village Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the Village is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the Village's Plan on a primary, secondary or other basis.

Section 19.5 Worker's Compensation Insurance.

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

Section 19.6 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.

Section 19.7 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 expenses and shall be in addition to the term life insurance policy provided in Section 18.1 above.

Section 19.8 Spouses and Dependents of Officer Killed in the Line of Duty.

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

ARTICLE XX
WAGES

Section 20.1 Wage Schedule.

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

Section 20.2 Field Training Officer.

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

Section 20.3 Officer in Charge (O.I.C.).

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

Section 20.4 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

ARTICLE XXI
SUBSTANCE AND ABUSE TESTING

Section 21.1 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.

Section 21.2 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.

Section 21.3 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 workday, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 25.10 below. The foregoing shall not limit the right of the Village to conduct such test as it may be deemed 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.

Section 21.4 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.

Section 21.5 Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, 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 a representative of the Labor Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or 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.

Section 21.6 Tests to be Conducted.

In conducting the testing authorized by this Agreement, 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. ensure that the laboratory or facility selected conforms to all SAMSHA standards.

c. establishing a chain of custody procedures for both sample collection and testing will ensure the integrity of the identity of each sample and test result. No employee below the rank of sergeant covered by this Agreement 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 show 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.

Section 21.7 Right to Contest.

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, 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 Agreement. Such grievances shall commence 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 impaired 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 the Labor Council.

Section 21.8 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 employees' 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.

Section 21.9 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 Agreement.

Section 21.10 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.

ARTICLE XXI
IMPASSE RESOLUTION

Section 22.1 Impassive Resolution

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time).

ARTICLE XXIII
SAVING CLAUSE

Section 23.1 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.

Section 23.2 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.

Section 23.3 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.

ARTICLE XXIV
MAINTENANCE OF STANDARDS

Section 24.1 Economic Benefits

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.

ARTICLE XXV
COMPLETE AGREEMENT

Section 25.1 Bargained Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each party did make certain proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part; and that such withdrawal is as much a consideration for the written Agreement as is the incorporation herein of matters agreed upon. This paragraph does not waive the right to decisional or effects bargaining and is subject to the provisions of Section 4 and 7 of the Public Labor Relations Act and over any subject or matter not referred to or covered in this Agreement that is a mandatory subject of bargaining and concerning terms and conditions or other revisions, modifications, amendments or adjustments the Village is considering changing during the term of this Agreement.

ARTICLE XXVI
DURATION

Section 26.1 Term of Agreement.

This Agreement shall be effective from 12:01 A.M. on January 1, 202~~3~~**7**, and shall remain in full force and effect until 12:59 P.M. on December 31, 202~~6~~**9**. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given

in writing by either party no earlier than one hundred and twenty (120) days preceding expiration. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. Notwithstanding any provisions in this Agreement to the contrary, the Union may deliver the official forms designated by the Illinois Labor Relations Board (e.g. Notice of No Agreement, Request for Mediation Panel, etc.) that are part of the bargaining process, including Notice of Demand to Bargain, via electronic mail to the email address designated by the Employer rather than by certified mail.

Section 26.2 Continuing Effect.

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

Section 26.3 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 _____ 2027.

Village of Roscoe		Illinois Fraternal Order of Police Labor Council	
_____		_____	
Village President	Date	Field Representative	Date
_____		_____	
Village Trustee	Date	Bargaining Team Member	Date
_____		_____	
Village Trustee	Date	Bargaining Team Member	Date
_____			
Village Trustee	Date		
_____			
Village Attorney	Date		

APPENDIX "A" – WAGES

	Current	8.50% 1/1/2027	3.25% 1/1/2028	3.25% 1/1/2029
Start	$63,353.64	$68,738.70	$70,972.71	$73,279.32
1 Year	$66,393.42	$72,036.86	$74,378.06	$76,795.35
2 Years	$69,635.76	$75,554.80	$78,010.33	$80,545.67
3 Years	$72,475.12	$78,635.51	$81,191.16	$83,829.87
4 Years	$75,350.00	$81,754.75	$84,411.78	$87,155.16
5 Years	$82,909.85	$89,957.19	$92,880.80	$95,899.42
6 Years	$85,358.80	$92,614.30	$95,624.26	$98,732.05
7 Years	$87,026.95	$94,424.24	$97,493.03	$100,661.55
8 Years	$88,766.06	$96,311.18	$99,441.29	$102,673.13
9 Years	$93,238.06	$101,163.30	$104,451.10	$107,845.76

APPENDIX "B" - DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____(insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____(insert your name), hereby authorize my Employer,

-_____(insert unit name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such a manner as it so directs.

Date: _____ Signed: _____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date:_____

Title: _____

------ Employer, please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX "C" - GRIEVANCE FORM

APPENDIX "D" - GRIEVANCE ELECTION FORM

EMPLOYEE ELECTION, WITH REGARD TO DISCIPLINE BY THE VILLAGE OF ROSCOE, ILLINOIS

EMPLOYEE MUST SELECT ONE OF THE FOLLOWING:

I, _____, being subject to discipline by the Village of Roscoe Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Roscoe, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of 65 ILCS 5/10 *et seq.* as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review or appeal procedure available to me, such as provided for in 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Roscoe and the Illinois FOP Labor Council. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Roscoe Police Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

OR

I _____being subject to discipline by the Village of Roscoe Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have my discipline appeal heard by the Village of Roscoe Fire and Police Commissioners pursuant to 65 ILCS 5/10 *et seq.* as amended. By making this election, I hereby waive any right I or the Illinois Fraternal Order of Police Labor Council may have to file a grievance reviewing my suspension or discharge under the collective bargaining Agreement between the Village of Roscoe and the Illinois Fraternal Order of Police Labor Council.

Signed this_____ day of _____, 20_____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

_____

SIDE LETTER OF UNDERSTANDING

BETWEEN THE VILLAGE OF ROSCOE AND ILFOP LABOR COUNCIL
REGARDING DISCUSSIONS CONCERNING A POTENTIAL VEBA PLAN

This Side Letter of Understanding ("Letter") is entered into between the Village of Roscoe ("Village") and The Illinois Fraternal Order of Police Labor Council ("Union"), collectively referred to as the "Parties."

WHEREAS, during collective bargaining negotiations, the Parties discussed the potential implementation of a Voluntary Employees' Beneficiary Association ("VEBA") plan that could allow bargaining unit officers to transfer accrued sick leave hours into such a plan; and

WHEREAS, the Parties discussed certain potential parameters and conditions that could apply in the event the Village elects to implement such a program in the future;

NOW, THEREFORE, the Parties acknowledge and understand as follows:

1. Potential VEBA Implementation

The Parties acknowledge that the implementation of a Voluntary Employees' Beneficiary Association ("VEBA") plan and the potential transfer of accrued sick leave hours into such a plan were discussed at the bargaining table. Either the Village or the Union may elect to pursue the establishment and implementation of a VEBA plan at a later date, if ever.

The Parties acknowledge that these discussions reflect consideration of a potential future program and do not constitute a commitment by either Party to establish or implement a VEBA plan. Neither Party shall be obligated to pursue, establish, or implement such a plan, and any implementation shall be subject to further discussion, agreement on necessary terms, and compliance with applicable law and plan requirements.

2. Potential Program Provisions

In the event either Party elects to implement a VEBA plan permitting the transfer of accrued sick leave hours, the Parties discussed the following potential provisions:

a. Sick Leave Cap: The existing maximum sick leave accumulation cap shall remain at one thousand eight (1,008) hours.

b. Conversion Rate: Sick leave hours transferred into the VEBA plan would be converted at a rate of two (2) accrued sick leave hours for each one (1) hour of VEBA credit.

c. Minimum Sick Leave Balance: An officer would be required to have an accrued sick leave balance of at least six hundred (600) hours to be eligible to transfer sick leave hours into the VEBA plan.

d. Minimum Transfer Amount: An eligible officer with at least six hundred (600) hours of accrued sick leave could elect to transfer any amount of sick leave, provided the amount transferred is not less than fifty (50) hours.

The foregoing provisions reflect the terms discussed by the Parties during negotiations and are not independently effective or enforceable as an implemented benefit unless and until either Party elects to implement the program and the necessary implementation terms are established.

3. No Present Change to the Collective Bargaining Agreement

This Letter memorializes discussions between the Parties and does not amend the existing collective bargaining agreement ("CBA"), create an enforceable right to participate in a VEBA plan, or require either

Party to implement the program at any time. Unless and until implementation occurs, all existing CBA provisions governing sick leave shall remain unchanged.

4. Future Consideration and Implementation

At any time in the future, either the Village or the Union may elect to pursue further discussions regarding the establishment and implementation of a VEBA plan or sick leave transfer program. Should either Party elect to pursue such a plan, the Parties may discuss the necessary implementation details, plan requirements, administrative procedures, and applicable legal considerations.

The election by either Party to pursue a VEBA plan shall not, by itself, require the other Party to agree to implementation. Any implementation shall require further agreement between the Parties, as applicable, and satisfaction of all necessary legal, administrative, and plan requirements. Nothing in this Letter shall be construed to require that a VEBA plan or sick leave transfer program ever be implemented.

5. Acknowledgment

By signing below, the Parties acknowledge that the subject matter and potential provisions described in this Letter were discussed during collective bargaining negotiations and that no commitment has been made to implement the proposed VEBA plan or sick leave transfer program.

IN WITNESS WHEREOF, the Parties have executed this Side Letter of Understanding on the dates indicated below.

FOR THE VILLAGE:	FOR THE UNION:
By: _____	By:_____
Title: _____	Title: _____
Date: _____	Date: _____

AGREEMENT

between the

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

and

VILLAGE OF ROSCOE
(Patrol)

January 1, 202~~3~~**7** through December 31, 202~~6~~**9**

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PREAMBLE

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

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

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

ARTICLE I
RECOGNITION

Section 1.1 Recognition.

Consistent with the Act and in accord with the certification by the State of Illinois State Labor Relations Board in Case No. S-RC-06-185, the Village hereby recognizes the Council as the sole and exclusive representative of the Employer's employees in the bargaining unit described in Section 1.2 of this Agreement for purposes of collective bargaining regarding both mandatory and mutually agreed to permissive subjects of bargaining with respect to rates of pay, hours of work, and other conditions of employment.

Section 1.2 Bargaining Unit Defined.

The provisions of this Agreement shall cover and be applicable to those employees in the "bargaining unit" described and limited as follows:

Included: All full-time sworn police officers in the rank of ~~corporal and~~ officer.

Excluded: All other employees employed by the Village of Roscoe and all managerial and confidential employees and supervisors as defined by the Illinois Public Labor Relations Act.

Section 1.3 Bargaining Unit Work.

The Village may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours worked by bargaining unit members. In addition, the use of part-time employees will not result in a reduction of bargaining unit members. The Village, when necessary, increases the full-time manpower of the police force.

Section 1.4 Probationary Period.

a) Length of Probationary Period.

   1) The probationary period for all newly hired employees with no credible prior experience as specified in Section 1.5 below, shall be eighteen (18) months in duration, which period may be extended by mutual agreement among the Village, Union, and Employee.

   2) Those employees who were laterally hired on or after January 1, 2023 as specified in Section 1.5 below, shall have a probationary period of up to twelve (12) months the duration of which shall be at the Chief of Police's sole discretion, such period may be extended by mutual agreement among the Village, Union and Employee. The twelve-month probationary period shall apply to all laterally hired officers except for those laterally hired officers whose probationary period has been extended prior to the execution of this agreement.

b) During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement. Notwithstanding the foregoing, the Village may suspend or discharge a probationary employee without cause and such action shall be final and the employee shall have no recourse under the grievance procedure or otherwise in this Agreement to contest such suspension or discharge. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

Section 1.5 Lateral Transfers.

a) Transfer applicants are subject to all the current rules and regulations of the Employer and the Roscoe Fire and Police Commission that any other applicants are subject to.

b) Transfer applicants must be non-probationary, certified law enforcement officers with at least two (2) years of full-time law enforcement experience.

c) Transfer applicants must be currently employed by a Federal, State, County, or local law enforcement agency when application is made.

d) Transfer applicants must have completed the State of Illinois certified police officer training board requirements.

e) Transfer applicants' experience may include that of a police officer or related field, or military police work, but shall not include security agency experience.

f) The Roscoe Fire and Police Commission may provide an application form separate and distinct from other application forms.

g) Transfer applicants shall sign a release from releasing any and all personnel and/or disciplinary files from past law enforcement type employers.

h) The Roscoe Fire and Police Commission may waive any testing requirement for the position of police officer of any transfer applicant and place the applicant in any position on the Final Eligibility List from which employees are employed.

i) The Employer may hire a transfer applicant that meets the requirements contained herein and place the transfer applicant/new employee no higher than Step 5 of the wage scale contained in the current Labor Agreement.

j) Upon the transfer of the applicant/new employees' placement on the wage scale, no higher than Step 5, the new laterally transferred employee shall progress to the next wage step each successive year of employment until the employee reaches the highest step provided for in the agreement. This, in no way, shall act as a waiver of the general annual increases provided for in the current Labor Agreement at the wage step of the initial lateral placement of the employee until satisfying the appropriate service time as provided for herein.

k) The transfer applicant/new employee shall retain no increased seniority rights for purposes of benefit usage than any other newly hired employee.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1 Rights.

The rights which are vested exclusively in the Employer, except as abridged by a specific provision of this Agreement, include, but are not limited to, the right: to determine the organization and operations of the Village of Roscoe Police Department; to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions; to set standards for the services to be offered to the public; to direct the employees of the Department, including the right to assign work and overtime; to determine the overall budget; to hire, examine, classify, select, promote, train, transfer, assign, and schedule employees; to increase, reduce or change the composition and size of the work force, including the right to lay off employees due to lack of work or funds or other reasons; to subcontract work when necessary or proper so long as it does not cause erosion to the bargaining unit; to establish or modify work schedule in case of emergency,

and to determine the number of and specific hours worked, unless such schedule and/or hours worked are provided for in this agreement; to establish, modify, combine or eliminate job positions and classifications; to suspend, demote, discharge or otherwise discipline for just cause and, in connection therewith, to add, delete or alter policies, procedures, rules and regulations; to establish, implement and maintain an effective internal control program; to determine and manage all matters which are not subject to interest arbitration pursuant to Section 14(i) or about which the Employer is not required to bargain in accord with Section 4 of the Act.

ARTICLE III
NON-DISCRIMINATION

Section 3.1 Non-discrimination.

Neither the Employer nor the Labor Council 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.

Section 3.2 Use of Pronouns.

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

ARTICLE IV
FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 4.1 Dues Deductions.

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

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

Section 4.2 FOP Labor Council Indemnification.

The FOP Labor Council shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of the Article.

ARTICLE V
MANAGEMENT MEETINGS

Section 5.1 Purpose of Meetings.

In the interest of efficient management and harmonious employee relations, it may be desirable that meetings be held between Labor Council representatives and administrative representatives of the Employer if requested by either party. Such request shall be made at least seven (7) days in advance by either party in writing to the other and shall include a proposed agenda for such meeting. Such meetings, at mutually agreed times and locations, shall be limited to:

(a) Discussions concerning the implementation and general administration of this Agreement, including mutual cooperation and understanding of problems or questions; or,

(b) Sharing of general information of interest to the parties; or,

(c) Notifying the Labor Council by the Employer of non-bargaining conditions of employment contemplated by the Village which may affect employees; or,

(d) Safety procedures or issues.

The Employer and the Labor Council shall cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties shall meet as necessary and/or appropriate.

Section 5.2 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 opinions designed to enhance communication between the parties.

Section 5.3 Employee Attendance at Meeting.

With the exception of the designated steward, attendance at such conferences by employees is strictly voluntary and, except as hereafter provided, shall not be counted as compensable time, (except for the designated steward, of which shall be compensable) nor

shall such interfere with duty time. The foregoing notwithstanding, on-duty attendance by an employee may be granted by the Chief of Police, in his sole discretion.

ARTICLE VI
LABOR COUNCIL REPRESENTATION

Section 6.1 Visits by Labor Council Representatives.

Representatives of the Labor Council shall be permitted to visit the Employer during normal working hours to talk with employees of the Employer and/or representatives of the Employer in the course of contract administration. The Chief of Police shall be notified of such visits prior to or at the time of such visits. Such visits shall not interfere with the employees' proper performance of duty.

Section 6.2 Time of Labor Council Activities.

All representation activities by or on behalf of the Labor Council, or employees regarding the Labor Council, shall occur consistent with and to the extent of the specific and express provisions of this Agreement. Except as herein specifically provided, no representation activities will occur during working time or be paid for by the Employer, unless the employee designated by the Labor Council as Steward first requests and receives permission from the Chief of Police or his designee, which shall not be unreasonably denied. Such representation activities shall not interfere with the performance of duty where there is a need or emergency.

Section 6.3 Attendance at Grievance Meeting.

A Grievant or Grievants and a designated Labor Contact shall be granted paid release time to attend the Step 2 or Step 3 meetings provided in Article X, provided the meeting or the Hearing is scheduled during the Grievant's normal scheduled working time and provided that the attendance at the meeting or Hearing by the Grievant(s) does not impact the staffing levels of the Department.

Section 6.4 Attendance at Meetings.

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

Section 6.5 Representation.

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

Section 6.6 Labor Council Negotiating Team.

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

Section 6.7 Delegates.

Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer.

Section 6.8 No Unreasonable Interference.

The Employer shall not unreasonably interfere with legitimate representation activity, by the Labor Council's designated Steward**,** essential to the administration of this Agreement.

Section 6.9 Union Representatives

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

ARTICLE VII
INDEMNIFICATION

Section 7.1 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.

Section 7.2 Cooperation.

An employee shall be required to cooperate with the Employer fully and unequivocally 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.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section 8.1 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.

Section 8.2 Departmental Work Schedule.

The normal workday for Patrol shall consist of twelve (12) hours (including a paid lunch period and paid breaks). The normal hours of work shall consist of **three (3)** ~~four (4)~~permanent shifts (0600 hours – 1800 hours, ~~1600 hours – 0400 hours,~~ 1700 hours – 0500 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.

~~One (1) additional permanent shift shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks). The normal hours of work for this shift are 0800 hours – 1624 hours. This shift shall consist of five (5) consecutive workdays (Monday – Friday), followed by two (2) consecutive days off (Saturday and Sunday).~~

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

Employees shall bid shifts on a seniority basis once a year. Seniority shall be based upon continuous full-time service within the department. Thirty days prior to October 1st of each year or thirty (30) days after the execution of this agreement, whichever comes first, bargaining unit members shall submit bids on shift requests (first, second and third choice). These bids shall be honored based on seniority.

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

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

Section 8.3 Departmental Work Schedule – Additional Shifts.

Additional shifts shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks). The normal hours of work for this shift are 0800 hours – 1624 hours. This shift shall consist of five (5) consecutive workdays, followed by two (2) consecutive days off. These shifts shall be filled by appointment only, by the Chief of Police, based on the needs of the department. These shifts are not eligible for bid.

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

Section 8.4 Detective (Investigator) Assignment & Schedule.

This assignment shall be appointed by the Chief of Police and shall not constitute a promotion in rank.

Hours for this position shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks). The normal hours of work for this shift are 0800 hours – 1624 hours. This shift shall consist of five (5) consecutive workdays, (Monday – Friday) followed by two (2) consecutive days off (Saturday and Sunday). Hours of work for any additional appointments to this position, whether permanent or temporary, shall be at the discretion of the Chief of Police, based on the needs of the department, and shall consist of an eight and 4/10ths (8.4) hour workday (including a paid lunch period and paid breaks and consist of five (5) consecutive workdays, followed by two (2) consecutive days off.

Initial selection of the Detective shall consist of any Officer with at least three (3) years of experience whether that be with the Department or a lateral Officer that has completed their probationary period with this department. The selection shall include a file review and an oral interview that will consist of standardized questions.

Investigative assignment(s) shall be re-evaluated on an annual basis concurrent with the departmental bidding schedule.

The employee assigned to the Detective position, by the Chief of Police, shall receive an annual stipend equal to three percent (3%) of the employee's then-current annual base salary, payable in two equal payments on January 1 and July in full or prorated based on days actually worked as Detective.

The current Detective shall continue in the assignment unless the employee voluntarily relinquishes the assignment, retires or resigns, is promoted or otherwise leaves the bargaining unit, is removed from the assignment as provided below, or otherwise becomes ineligible to serve as Detective under applicable law.

Any removal shall be based on legitimate, job-related reasons, and the employee shall be provided with written notice of the reasons for the removal upon request.

Removal from the Detective assignment shall not, in and of itself, constitute disciplinary action or result in a reduction of base pay, or loss of Seniority upon return to the patrol division. Any dispute regarding removal from the Detective

assignment shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 8.5 Shift Assignments.

Prior to October 15th, 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.

Section 8.6 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.

Section 8.7 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 workday 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 (1½) 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.

Section 8.8 No Pyramiding.

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

Section 8.9 Court Time.

A. Employees covered by this Agreement 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 workday), 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 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 four (4) hour notice, will result in the minimum court allowance payment to the officer as provided for above.

Section 8.10 Stand-By (On-Call) Pay.

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

Section 8.11 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.

Section 8.12 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.

Section 8.13 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.

Section 8.14 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 (1/2) hour increments. **Twenty Four (24)** ~~**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 may submit a request for a payout of any accumulated compensatory time by submitting a written request in such form that may be reasonably required by the Village at least five (5) days prior to the end of a pay period for which it is being requested.

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.

Section 8.15 Payroll Checks.

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

ARTICLE IX
EMPLOYEE SECURITY

Section 9.1 Just cause standard.

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

Section 9.2 Corrective Discipline.

The Employer agrees to use its best efforts to follow the tenets of progressive and corrective discipline. The parties further agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) six (6) months after the warning is received by the employee provided there has been no repetition of the offense within that six (6) month period. The parties further agree that all other disciplinary actions

shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the discipline is received by the employee so long as there has been no repetition of the offense during the one (1) year period. All such expungements shall take place upon written request by the employee to the Chief of Police.

The Village maintains the right to retain any record of a reprimand removed from an employee's personnel file in separate, confidential files outside of the Police Department; provided, however, that such records shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his or her personnel file. Access to such records shall be limited to the Village Clerk, legal counsel for the Village and appropriate representatives of the Labor Council.

Section 9.3 Discipline to be Remedial.

The primary purpose of discipline is remedial. Therefore, in appropriate situations, the Employer recognizes and agrees to utilize the principle of progressive discipline as follows:

a. Oral warning
b. Written reprimand
c. Suspension
d. Discharge

The Employer's agreement to utilize progressive discipline does not prohibit the Employer from imposing more severe discipline, which is commensurate with the severity of the offense, up to and including discharge.

The Employer shall notify both the employee involved and the Labor Council of all disciplinary action more severe than an oral warning. Such notification shall be in writing and shall reflect the specific nature of the offense giving rise to such discipline, the discipline assessed, and the direction to the employee for future behavior. A copy of any disciplinary action or material related to an officer's performance which is placed in the employee's personnel file shall be sent to the employee within seven (7) calendar days of its being placed into said file.

Section 9.4 Pre-discipline Meeting.

Before an employee is discharged or suspended, the Employer shall provide such employee with:

a. Notice of the charges giving rise to the contemplated action.
b. An explanation of the evidence giving rise to the charges; and
c. An opportunity to be heard on/or to respond to such charges. In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Labor Council representative present.

Section 9.5 Personnel Files.

The Employer shall maintain a personnel file for each bargaining unit employee. Material not maintained in an employee's personnel file shall not be used as a basis for disciplinary or other action against the employee. The Employer may keep a temporary working file for the purposes of completing an annual evaluation or the investigation of an employee of which the final document may be placed in the employee's personnel file. The materials contained in such temporary files shall be kept separate from the employee's personnel file.

Upon five working days' written notice to the Chief of Police by an employee, the Employer shall permit said employee to inspect and, if he/she so chooses, to obtain copies of his/her file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01, *et seq.* An employee shall be permitted to inspect said employee's personnel file subject to the following:

a. Such inspection shall occur between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday; and,

b. Such inspection shall be in the presence of a representative of the Employer; and,

c. The employee shall not be permitted to remove any material from the personnel file, but may obtain copies of any information contained therein upon payment for the cost of copying; and,

d. Upon request, the employee may have a representative of the Labor Council present during such inspection and/or may provide a written authorization, presented to the Employer at the time of the request for inspection, for such representative to inspect said employee's file otherwise consistent herewith.

Within fourteen (14) calendar days of the employee's receipt of a written warning or other disciplinary documentation and separate from the employee's rights under the Grievance Procedure in Article X, the employee may prepare a written reply which shall then be attached to the written warning or other disciplinary documentation and maintained in the personnel file. Further, an employee shall have the right to submit, without additional supervisory approval, documents to become a permanent part of said employee's personnel file including, but not limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

Section 9.6 Personal Assets.

No employee shall be required or requested to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of his family or household).

Section 9.7 Document Review.

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

Section 9.8 Release of Information.

No photograph or personal information about an employee will be disclosed by the Village to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will also include an employee's home address and home telephone number. This Section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

Section 9.9 Use of Unfounded or Exonerated Material.

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

Section 9.10 Investigation of Employee.

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

Section 9.11 Discipline Assessed.

Discipline shall be assessed as soon as practicable after the Employer learns of the occurrence, giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Verbal and written reprimands shall remain in the sequence of progressive discipline for a six (6) month period from the date of such reprimand. A suspension shall remain in such sequence for a twelve (12) month period from the beginning of the suspension.

Section 9.12 Peace Officers Bill of Rights.

The Employer specifically confirms its commitment to compliance with the procedures and substances in what is commonly known as the "Peace Officers Bill of Rights" set forth in 50 ILCS 725/1 through 725/7 (as may be amended from time to time).

Furthermore, and otherwise consistent therewith, when the Employer intends to conduct an investigatory interview of an employee where the results of the interview could result in disciplinary action, the employee has the right to request representation at such interview from a representative of the Labor Council. If the employee requests such representation, the interview shall not take place without the presence of that representative, provided such representative shall be available within three (3) days of the date when the Employer notifies the employee of its intent to conduct said interview, which may be extended by mutual consent. In the event the designated representative is another employee and the Employer elects to conduct such interview at a time that such designated representative is on duty, the representative will be excused from his or her regular duties without loss of pay to attend such interview.

ARTICLE X
GRIEVANCE PROCEDURE

Section 10.1 Definition.

A "Grievance" is defined as a dispute, arising between parties to this Agreement, concerning the interpretation or application of a specific provision of this Agreement. The original Grievance shall at no step of the Grievance Procedure be expanded or enlarged.

Section 10.2 Representation.

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, provided, however, that if a group of employees is to be represented for the same issue, a representative of the group shall be present. The grievant shall be entitled to Labor Council representation at any step of the grievance.

Section 10.3 Employee Rights.

Employees shall have all of their rights as set forth in 65 ILCS 5/10-2.1-17, to have their discipline cases reviewed by the Board of Fire and Police commissioners. Employees shall have the alternative right to file grievances on their discipline cases. The grievance

procedure and the hearing process by the Board of Fire and Police commissioners are mutually exclusive and no relief shall be available under the grievance procedure for any action heard before the Board of Fire and Police commissioners. Furthermore, the filing of a grievance involving employee discipline shall act as a waiver by the Council and the employee involved of the right to challenge the same matter before the Board of Fire and Police commissioners. In addition, an employee initially seeking review by the Board of Fire and Police commissioners may not subsequently elect to file a grievance.

A hearing before an arbitrator selected under the procedures of this collective bargaining agreement shall be conducted in the same manner as an arbitration proceeding provided by this collective bargaining agreement.

Section 10.4 Review or Appeal of Discipline.

With regard to disciplinary matters the employee may elect to seek review or appeal either through the Grievance Procedure under this Agreement or through the procedures of the Fire and Police Commission. Such election must be made within five (5) business days (Monday through Friday, excluding holidays) from the date the employee is notified of the discipline. Failure to make such an election, on the Employee Election form attached herein as Appendix "E", within the time limitation shall result in the matter being heard before the Fire and Police Commission.

Section 10.5 Employee's Right to File Grievance.

Any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the Employer, to have such Grievance fully adjusted, without the intervention of the Labor Council or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further, that the Employer will, by notice to a Labor Council representative, give the Labor Council an opportunity to have a representative present at the final adjustment.

Section 10.6 Intent of the Parties.

It is the intention of the parties hereto to conduct their affairs in such manner that Grievances will not arise and that Grievance claims will be minimized.

Section 10.7 Discharge Time Limits.

A grievance protesting the discharge of an employee or the discipline of an employee by loss of work time shall be initiated in Step 2 of this procedure. Such grievance must be filed within seven (7) calendar days of the time the employee or the Labor Council knew or should have known of the Village's action in order to be valid and subject to the provisions of this Article and Agreement.

Section 10.8 Grievance Time Limits.

No grievance shall be valid unless it is filed within seven (7) calendar days of the time that the employee or the Labor Council knew or reasonably should have known of the alleged contract violation. If the Village fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step.

Section 10.9 Grievance Settlement.

Any grievance not appealed to the next succeeding step in writing and within seven (7) calendar days of the Village's last answer will be considered, settled on the basis of the Village's last answer and shall not be eligible for further appeal.

If the Village does not respond, within the specified time limits, at any step of the grievance procedure as provided for herein, then the grievance shall be deemed granted.

Section 10.10 Mutual Time Extension.

The parties may, by mutual agreement, extend any of the time limits set forth in this Article.

Section 10.11 Arbitration Procedure.

Arbitration procedure shall be in accord with the provisions of the Illinois "Uniform Arbitration Act," 710 ILCS 5/1-5/23.

Section 10.12 Grievance Procedure.

All Grievances, as above defined, shall be presented and processed at the various steps and within the time limits hereinafter set forth in an earnest effort to settle such Grievance at the earliest possible time. The investigation, filing, or processing of a Grievance by an employee or Council representative shall occur during non-working time, unless such activity during working time is approved by the Chief of Police. No more than one (1) employee-Council representative shall be excused from duty to attend the Step 2 or Step 3 Grievance meetings. Such attendance shall not interfere with unusual or emergency need and shall be without loss of pay for the duration of the Grievance meeting. A written settlement reached at any step of the Grievance Procedure shall be final and binding upon the Employer, the Council, and the employee(s).

Section 10.13 Grievance Steps.

STEP 1 Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix "D") to the employee's immediate supervisor or his/her designee indicating that the matter is a grievance under this

Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. Settlements or withdrawals at this Step 1 shall not constitute a precedent in the handling of other Grievances. In the event of a situation giving rise to a Grievance, the employee shall first complete the assigned work task, and grieve later, unless the employee reasonably believes that the assignment causes imminent threat to the employee's immediate safety. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor or his/her designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented. Any settlement of the grievance shall not be inconsistent with this Agreement.

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

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

Section 10.14 Arbitration.

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

Section 10.15 Arbitrator Selection.

In the event the Council and the Employer are unable to mutually agree upon an arbitrator. Within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and request that a next panel be submitted. Both the Village and Labor Council shall alternately strike names from the panel. The first party to strike shall be determined by the flip of a coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Village's representatives.

Section 10.16 Requests of Arbitrator.

The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel each at its own expense.

Section 10.17 Costs of Arbitration.

The fees and expenses of the arbitrator, including a transcript and the cost of the Hearing Room, shall be borne equally by the parties. However, each party shall bear its own costs including those for preparation, witnesses, counsel, and transcript.

Section 10.18 Time of Decision.

The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the closure of the hearing or the submission of briefs by the parties, whichever is the latter.

Section 10.19 Issue.

The parties shall make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator. If the parties cannot agree on the issue, the arbitrator may accept a party's statement of the issue, or the issue may be articulated by the arbitrator, in his/her discretion. More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.

Section 10.20 Limit on Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or

subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation of a specific provision of this Agreement by the Employer. The Arbitrator shall have no power to make a decision contrary to or inconsistent with statutes, final court decisions or administrative rules and regulations which have the force of law, or with this Agreement.

Section 10.21 Decision's Finality.

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

ARTICLE XI
NO STRIKE OR LOCK OUT

Section 11.1 No Strike.

Neither the Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement. The parties specifically agree that neither the Labor Council nor any employee covered by this Agreement shall refuse to cross any picket line by whomever established.

Section 11.2 Disavowal of Prohibited Activities.

In the event an employee or employees engage in any action prohibited by Section 10.1 above, the Labor Council shall immediately disavow such action and shall advise the employees of their obligation under this Agreement and under the Act to return to work and shall further use its best efforts to achieve a prompt resumption of normal operations.

Section 11.3 Discipline for Participation.

Any employee who violates the provisions of Section 11.1 of this Article shall be subject to discipline up to and including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 11.1 shall not be considered a violation of this Agreement and further, to the extent the Grievance Procedure in Article X is otherwise applicable, only the issue of participation or non-participation will be subject to that Grievance Procedure.

Section 11.4 No Lock Out.

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

Section 11.5 Remedies for Violation.

In the event of a violation by either party hereunder, the other party shall have the right to enforce any and all legal or equitable rights or remedies.

ARTICLE XII
HOLIDAY

Section 12.1 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	Thanksgiving Day
Friday before Easter	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veterans Day	

Holidays shall accrue for all employees when they are observed.

Section 12.2 Personal Days.

In addition to the holidays specified above, each employee covered by this Agreement shall annually be entitled to three (3) Personal Days of twelve (12) hours with pay during the life of this Agreement. **Except for that on the year of initial hire, personal days shall be prorated as follows:**

Those hired from January 1st through April 30th shall receive three (3) Personal Days of twelve (12) hours.

Those hired May 1st through August 31st shall receive two (2) Personal Days of twelve (12) hours.

Those hired September 1st through December 31st shall receive one (1) Personal Day of twelve (12) hours.

The taking of a Personal Day shall be scheduled with the employee's supervisor and shall not be unreasonably denied.

Section 12.3 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.

Employees covered by this Agreement 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.

Section 12.4 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.

Section 12.5 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.

Section 12.6 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.

ARTICLE XII
SENIORITY, LAYOFF AND RECALL

Section 13.1 Definition of Seniority.

Seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the Village. Seniority shall be used when determining layoffs, vacation preferences, 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.

Section 13.2 Seniority List.

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

Section 13.3 Layoff.

The Employer and the Council 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 covered by this Agreement will be laid off in accordance with their length of service with the employer as provided in 65 ILCS 5/10-2.1-18 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.

Section 13.4 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 workdays without proper notification, jurisdiction thereof, or authorization. However, the employee shall be allowed to present mitigating circumstances 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.

Section 13.5 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 qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief of Police of their current address. Upon issuance of such notice of recall, an employee shall have seven (7) calendar days to notify the Chief of Police of acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

Section 13.5 Seniority and Authorized Leave of Absence.

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

Section 13.6 Physical Examination upon Recall.

The Employer may require an employee recalled from layoff to pass a physical examination conducted at the Employer's expense by an Employer-designated physician, as a prerequisite to returning to work.

ARTICLE XIV
VACATIONS

Section 14.1 Eligibility and Allowances.

Every employee covered by this Agreement shall be eligible for paid vacation time. ~~after the completion of their probationary period with the Village~~. ~~Employees shall begin to accrue vacation allowance as of the successful completion of their probationary period. Upon successful completion of their probationary period, vacation accrual shall be retroactive to the date of hire.~~ Vacation allowance shall be earned as follows:

After completion of one (1) year of Service	2 Weeks (84 hours)
After completion of five (5) years of Service	3 Weeks (126 hours)

After completion of six (6) years of service employees shall earn one (1) additional paid vacation (8.4 hours) day per year for each additional year of service up to a maximum annual accrual of 4 weeks (168 hours).

Section 14.2 Vacation Pay.

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation.

Section 14.3 Scheduling.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference in one-week increments being made on the basis of the employee's seniority as defined in this Agreement. 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.

Section 14.4 Vacation Carry-Over.

Employees may carry over up to one week 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.

Section 14.5 Vacation Pay at Separation.

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

ARTICLE XV
SICK LEAVE

Section 15.1 Days Earned.

A regular full-time employee who has successfully completed a basic training program approved by the Illinois Law Enforcement Training Standards Board 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 under this Agreement.

3. Each employee shall receive 8.4 hours of sick time per month at their normal hourly

base rate of pay until the accrual amounts set forth in Paragraph 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 for sick leave shall be hours worked for overtime purposes.

7. An employee shall continue to accrue and receive the other benefits under this Agreement 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.

Section 15.2 Sick Leave Utilization.

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

~~**Section 15.3 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.~~

ARTICLE XVI
ADDITIONAL LEAVE OF ABSENCE

Section 16.1 Unpaid Leave of Absence.

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

An unpaid leave of absence may be granted to a requested 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, monthly, 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.

Section 16.2 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.

Section 16.3 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.

Section 16.4 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.

Section 16.5 Military Leave.

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

Section 16.6 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:
      (1) In one 12-week period;
      (2) In two or more leaves for different reasons totaling 12 work weeks;
      (3) Intermittently in the case of medical leave, when medically necessary, with the hours/days/weeks of leave equaling an equivalent of 12 work weeks;
      (4) As part of a reduced work schedule in the case of 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.:

(1) the birth of a son or daughter or to care for the child after birth;
(2) for placement of a son or daughter for adoption or foster care, or to care for the child after placement; or
(3) 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 family or medical leave must provide notice to the Village as soon as practicable. Where the need for 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 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:
(1) A period of in-patient care in a hospital, hospice or residential medical facility; or
(2) 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
(3) 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 medical leave, recertification every 30 days by 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 leaves 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:

(1) 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;

(2) 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 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:

(1) 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.

(2) 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).

(3) Where the employee seeks 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.

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

Section 16.7 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.

Section 16.8 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 grand-parents;
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 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.

Section 16.9 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 provided by this Agreement.

Section 16.10 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 Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay 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.

Section 16.11 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.

Section 16.12 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.

ARTICLE XVII
UNIFORM ALLOWANCE

Section 17.1 Quartermaster System.

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The 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 **one-thousand** ~~seven hundred~~ dollars ($**1,000** ~~**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**. Employees assigned to the Detective position will be provided with an annual allotment of one thousand-two hundred dollars ($1,200.00)**

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.

Section 17.2 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.

Section 17.3 Replacement of Damaged Clothing.

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

Section 17.4 Replacement of Personal Property.

The Employer agrees to repair or replace corrective lenses, prescription sunglasses, wristwatch or other item of personal property which is worn or carried by the Employee, and which is not prohibited by the Employer, when the 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.

ARTICLE XVIII
TRAVEL & GENERAL

Section 18.1 Schools, Seminars, and Conferences.

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

Section 18.2 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 employees 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 December 31st 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.

Section 18.3 Use of Personal Vehicle for Official Business.

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

Section 18.4 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.

Section 18.5 Working Conditions.

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

Section 18.6 Reporting of Unsafe Conditions.

The Labor Council and the 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.

Section 18.7 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.

Section 18.8 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 18.9 Labor Council Bulletin Board.

The Employer shall provide designated space on available bulletin boards or suitable bulletin boards for use by the Labor Council. Such bulletin boards shall be used exclusively for posting the following type of notices:

(A) Notices of Council recreational and social affairs.

(B) Notices of Council meetings, appointments, and elections.

(C) Reports of Council committees or other normal and proper business.

Notices and announcements shall not contain any outside advertisements, anything political or anything reflecting upon the Employer or any of its employees. There will be no distribution or posting of notices or any kind of literature upon the Employer's property

by employees or by the Labor Council except herein provided.

ARTICLE XIX

HEALTH AND LIFE INSURANCE

Section 19.1 Life Insurance.

The Employer shall provide each full-time employee covered by the terms of this Agreement with term Life Insurance in the amount of **fifty** ~~forty~~ thousand dollars ($~~40,000.00~~ **50,000**).

Section 19.2 Group Insurance Coverage.

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

Section 19.3 Cost.

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

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

All Other Coverage Options*: **20** ~~6~~% of any Total Premium Costs in excess of Single Coverage

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

Section 19.4 Insurance Opt-Out.

An active employee may opt out of the Village's health insurance plan at any time upon the submittal of written notice to the Human Resources Manager, or as the Village Administrator may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of

written notice. To opt out, an employee must show evidence that they have obtained suitable health insurance coverage elsewhere.

An employee that opts out shall not be required to pay the required premium for the Village's health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $400 per month. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts.

An employee who elects to opt out shall not be eligible for Village health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Village that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the Village Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.

An Employee having a spouse that is also employed by the Village is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the Village's Plan on a primary, secondary or other basis.

Section 19.5 Worker's Compensation Insurance.

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

Section 19.6 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.

Section 19.7 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 expenses and shall be in addition to the term life insurance policy provided in Section 18.1 above.

Section 19.8 Spouses and Dependents of Officer Killed in the Line of Duty.

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

ARTICLE X
WAGES

Section 20.1 Wage Schedule.

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

Section 20.2 Field Training Officer.

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

Section 20.3 Officer in Charge (O.I.C.).

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

Section 20.4 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

ARTICLE XXI
SUBSTANCE AND ABUSE TESTING

Section 21.1 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.

Section 21.2 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.

Section 21.3 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 workday, the Village shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 25.10 below. The foregoing shall not limit the right of the Village to conduct such test as it may be deemed 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.

Section 21.4 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.

Section 21.5 Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, 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 a representative of the Labor Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or 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.

Section 21.6 Tests to be Conducted.

In conducting the testing authorized by this Agreement, 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. ensure that the laboratory or facility selected conforms to all SAMSHA standards.

c. establishing a chain of custody procedures for both sample collection and testing will ensure the integrity of the identity of each sample and test result. No employee below the rank of sergeant covered by this Agreement 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 show 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.

Section 21.7 Right to Contest.

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, 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 Agreement. Such grievances shall commence 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 impaired 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 the Labor Council.

Section 21.8 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 employees' 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.

Section 21.9 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 Agreement.

Section 21.10 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.

ARTICLE XXI
IMPASSE RESOLUTION

Section 22.1 Impassive Resolution

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, amended (5 ILCS 315/14, as it exists from time to time).

ARTICLE XXIII
SAVING CLAUSE

Section 23.1 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.

Section 23.2 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.

Section 23.3 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.

ARTICLE XXIV
MAINTENANCE OF STANDARDS

Section 24.1 Economic Benefits

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.

ARTICLE XXV
COMPLETE AGREEMENT

Section 25.1 Bargained Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that each party did make certain proposals to and demands upon the other, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party herein agrees that it has withdrawn all proposals and demands made to or upon the other in connection with said negotiations that are not incorporated in or covered by this Agreement in whole or in part; and that such withdrawal is as much a consideration for the written Agreement as is the incorporation herein of matters agreed upon. This paragraph does not waive the right to decisional or effects bargaining and is subject to the provisions of Section 4 and 7 of the Public Labor Relations Act and over any subject or matter not referred to or covered in this Agreement that is a mandatory subject of bargaining and concerning terms and conditions or other revisions, modifications, amendments or adjustments the Village is considering changing during the term of this Agreement.

ARTICLE XXVI
DURATION

Section 26.1 Term of Agreement.

This Agreement shall be effective from 12:01 A.M. on January 1, 202~~3~~**7**, and shall remain in full force and effect until 12:59 P.M. on December 31, 202~~6~~**9**. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given

in writing ~~by Certified Mail~~ by either party no earlier than one hundred and twenty (120) days preceding expiration. ~~The notice referred to shall be considered to have been served as of the date shown on the postmark.~~ Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. **Notwithstanding any provisions in this Agreement to the contrary, the Union may deliver the official forms designated by the Illinois Labor Relations Board (e.g. Notice of No Agreement, Request for Mediation Panel, etc.) that are part of the bargaining process, including Notice of Demand to Bargain, via electronic mail to the email address designated by the Employer rather than by certified mail.**

Section 26.2 Continuing Effect.

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

Section 26.3 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 _____ this day of _____ 202~~3~~7.

Village of Roscoe		Illinois Fraternal Order of Police Labor Council	
_____		_____	
Village President	Date	Field Representative	Date
_____		_____	
Village Trustee	Date	Bargaining Team Member	Date
_____		_____	
Village Trustee	Date	Bargaining Team Member	Date
_____			
Village Trustee	Date		

_____

Village Attorney Date

APPENDIX "A" – WAGES

APPENDIX "A" - WAGES

	Current	3.0% 1/1/2023	3.0% 1/1/2024	3.0% 1/1/2025	3.5% 1/1/2026
Start	$54,322.33	$55,952.00	$57,630.56	$59,359.48	$61,437.06
Certified	$56,016.96	$57,697.47	$59,428.39	$61,211.24	$63,353.64
1 Year	$58,704.72	$60,465.86	$62,279.84	$64,148.23	$66,393.42
2 Years	$61,571.58	$63,418.73	$65,321.29	$67,280.93	$69,635.76
3 Years	$64,082.13	$66,004.59	$67,984.73	$70,024.27	$72,475.12
4 Years	$66,624.08	$68,622.80	$70,681.49	$72,801.93	$75,350.00
5 Years	$73,308.46	$75,507.71	$77,772.95	$80,106.13	$82,909.85
6 Years	$75,473.81	$77,738.02	$80,070.17	$82,472.27	$85,358.80
7 Years	$76,948.78	$79,257.24	$81,634.96	$84,084.01	$87,026.95
8 Years	$78,486.49	$80,841.08	$83,266.32	$85,764.31	$88,766.06
9 Years	$82,440.61	$84,913.83	$87,461.24	$90,085.08	$93,238.06
Corporal***	$83,940.61	$86,458.83	$89,052.59	$91,724.17	$94,934.52

***Corporal's stipend will be $1,500.00 added to appropriate annual rate for all purposes.

	Current	8.50% 1/1/2027	3.25% 1/1/2028	3.25% 1/1/2029
Start	$63,353.64	$68,738.70	$70,972.71	$73,279.32
1 Year	$66,393.42	$72,036.86	$74,378.06	$76,795.35
2 Years	$69,635.76	$75,554.80	$78,010.33	$80,545.67
3 Years	$72,475.12	$78,635.51	$81,191.16	$83,829.87
4 Years	$75,350.00	$81,754.75	$84,411.78	$87,155.16
5 Years	$82,909.85	$89,957.19	$92,880.80	$95,899.42
6 Years	$85,358.80	$92,614.30	$95,624.26	$98,732.05
7 Years	$87,026.95	$94,424.24	$97,493.03	$100,661.55
8 Years	$88,766.06	$96,311.18	$99,441.29	$102,673.13
9 Years	$93,238.06	$101,163.30	$104,451.10	$107,845.76

APPENDIX "B" - DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I,_____(insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I,_____(insert your name), hereby authorize my Employer,

-_____(insert unit name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such a manner as it so directs.

Date: _____ Signed: _____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Personal E-mail:_____

Employment Start Date:_____

Title: _____

------ Employer, please remit all dues deductions to:
Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX "C" - GRIEVANCE FORM

APPENDIX "D" - GRIEVANCE ELECTION FORM

EMPLOYEE ELECTION, WITH REGARD TO DISCIPLINE BY THE VILLAGE OF ROSCOE, ILLINOIS

EMPLOYEE MUST SELECT ONE OF THE FOLLOWING:

I, _____, being subject to discipline by the Village of Roscoe Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Roscoe, Illinois, and the Illinois FOP Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of 65 ILCS 5/10 *et seq.* as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of review or appeal procedure available to me, such as provided for in 65 ILCS 5/10 *et seq.*, as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Roscoe and the Illinois FOP Labor Council. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Roscoe Police Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

OR

I _____being subject to discipline by the Village of Roscoe Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have my discipline appeal heard by the Village of Roscoe Fire and Police Commissioners pursuant to 65 ILCS 5/10 *et seq.* as amended. By making this election, I hereby waive any right I or the Illinois Fraternal Order of Police Labor Council may have to file a grievance reviewing my suspension or discharge under the collective bargaining Agreement between the Village of Roscoe and the Illinois Fraternal Order of Police Labor Council.

Signed this_____ day of _____, 20_____

_____

Subscribed and sworn to before me this _____day of _____, 20_____

_____

SIDE LETTER OF UNDERSTANDING

BETWEEN THE VILLAGE OF ROSCOE AND ILFOP LABOR COUNCIL
REGARDING DISCUSSIONS CONCERNING A POTENTIAL VEBA PLAN

This Side Letter of Understanding ("Letter") is entered into between the Village of Roscoe ("Village") and The Illinois Fraternal Order of Police Labor Council ("Union"), collectively referred to as the "Parties."

WHEREAS, during collective bargaining negotiations, the Parties discussed the potential implementation of a Voluntary Employees' Beneficiary Association ("VEBA") plan that could allow bargaining unit officers to transfer accrued sick leave hours into such a plan; and

WHEREAS, the Parties discussed certain potential parameters and conditions that could apply in the event the Village elects to implement such a program in the future;

NOW, THEREFORE, the Parties acknowledge and understand as follows:

1. Potential VEBA Implementation

The Parties acknowledge that the implementation of a Voluntary Employees' Beneficiary Association ("VEBA") plan and the potential transfer of accrued sick leave hours into such a plan were discussed at the bargaining table. Either the Village or the Union may elect to pursue the establishment and implementation of a VEBA plan at a later date, if ever.

The Parties acknowledge that these discussions reflect consideration of a potential future program and do not constitute a commitment by either Party to establish or implement a VEBA plan. Neither Party shall be obligated to pursue, establish, or implement such a plan, and any implementation shall be subject to further discussion, agreement on necessary terms, and compliance with applicable law and plan requirements.

2. Potential Program Provisions

In the event either Party elects to implement a VEBA plan permitting the transfer of accrued sick leave hours, the Parties discussed the following potential provisions:

a. Sick Leave Cap: The existing maximum sick leave accumulation cap shall remain at one thousand eight (1,008) hours.

b. Conversion Rate: Sick leave hours transferred into the VEBA plan would be converted at a rate of two (2) accrued sick leave hours for each one (1) hour of VEBA credit.

c. Minimum Sick Leave Balance: An officer would be required to have an accrued sick leave balance of at least six hundred (600) hours to be eligible to transfer sick leave hours into the VEBA plan.

d. Minimum Transfer Amount: An eligible officer with at least six hundred (600) hours of accrued sick leave could elect to transfer any amount of sick leave, provided the amount transferred is not less than fifty (50) hours.

The foregoing provisions reflect the terms discussed by the Parties during negotiations and are not independently effective or enforceable as an implemented benefit unless and until either Party elects to implement the program and the necessary implementation terms are established.

3. No Present Change to the Collective Bargaining Agreement

This Letter memorializes discussions between the Parties and does not amend the existing collective bargaining agreement ("CBA"), create an enforceable right to participate in a VEBA plan, or require either

Party to implement the program at any time. Unless and until implementation occurs, all existing CBA provisions governing sick leave shall remain unchanged.

4. Future Consideration and Implementation

At any time in the future, either the Village or the Union may elect to pursue further discussions regarding the establishment and implementation of a VEBA plan or sick leave transfer program. Should either Party elect to pursue such a plan, the Parties may discuss the necessary implementation details, plan requirements, administrative procedures, and applicable legal considerations.

The election by either Party to pursue a VEBA plan shall not, by itself, require the other Party to agree to implementation. Any implementation shall require further agreement between the Parties, as applicable, and satisfaction of all necessary legal, administrative, and plan requirements. Nothing in this Letter shall be construed to require that a VEBA plan or sick leave transfer program ever be implemented.

5. Acknowledgment

By signing below, the Parties acknowledge that the subject matter and potential provisions described in this Letter were discussed during collective bargaining negotiations and that no commitment has been made to implement the proposed VEBA plan or sick leave transfer program.

IN WITNESS WHEREOF, the Parties have executed this Side Letter of Understanding on the dates indicated below.

FOR THE VILLAGE:	FOR THE UNION:
By: _____	By:_____
Title: _____	Title: _____
Date: _____	Date: _____

VILLAGE OF ROSCOE
RESOLUTION NO. 2026-R40

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, ILLINOIS ADOPTING AND APPROVING A COLLECTIVE BARGAINING CONTRACT WITH THE ROSCOE LOCAL COUNCIL OF THE ILLINOIS FRATERNAL ORDER OF POLICE STIPULATING WORKING TERMS, SALARY, COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT COMMENCING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2029.

WHEREAS, the Village Board and the Local Council of the Illinois Fraternal Order of Police desire to enact a contract detailing a negotiated labor agreement between these two parties; and

WHEREAS, the members of the Roscoe local council of the Fraternal Order of Police have voted to ratify the proposed contract;

NOW THEREFORE, IT IS RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

SECTION ONE: The attached police contract, marked Appendix "A", is adopted and approved.

SECTION TWO: The attached contract shall become effective from and after January 1, 2027, and terminate on December 31, 2029.

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____2026 **ATTEST:**

_____ _____
VILLAGE PRESIDENT VILLAGE CLERK

November 13, 2026

TO: President Gustafson & Village Trustees

FROM: Scot Wrighton, Interim Village Administrator

RE: Police Department Labor Agreements

I have included two separate labor agreements on the November 17 Village Board agenda: one is a contract with the Fraternal Order of Police (FOP) union covering sworn police officers, and the other is an agreement with the 5 sergeants—even though the sergeants have not formally organized into a collective bargaining unit.

The two agreements are included together because it has been the Village's past practice to mostly mirror the sergeants' agreement after contract revisions negotiated for FOP members. However, the Village is at liberty to depart from labor provisions agreed to with police officers in the sergeants' agreement, if they wish, and we have done so on one issue only: sergeants will be allowed to stay on the same shift if they wish, rather than change every 6 months.

Here is a summary of FOP contract and sergeants' agreement changes:

1. Personal days will be pro-rated
2. Police Chief appoints detectives; person selected gets a stipend equal to 3% of base pay, paid out in 2 checks twice a year, as long as they are a detective
3. The $500 stipend for not using sick leave has been eliminated
4. Various paid leave changes have been made: a) new officers can access PTO after 12 months of service instead of 18 months, b) Comp Time bank will be capped at 24 hours instead of 48 hours, with all other time paid out instead, c) vacation and holiday leaves cannot be moved to Comp Time, & d) other minor schedule changes, including leave transfers to VEBA
5. Uniform allowances will be increased from $700 to $1000 per year, except for detectives who will receive $1200
6. Officers will be required to pay 20% instead of 6% of the dependent-only cost of their group medical coverage cost; but they can elect to receive a monthly stipend of $400 is they completely opt-out of the Village's group health plan
7. Elimination of the "probationary rate" to create a higher starting rate
8. Base wages will rise 8.5% in 2027; 3.25% in 2028; and 3.25% in 2029. The 3-year contract/agreement will end on December 31, 2029.

The FOP local union voted to ratify the police officers' contract on November 12. Clean final copies, and mark-up copies showing the revisions, are both attached. It is recommended that both labor agreements be approved.

VILLAGE OF ROSCOE

Sergeant's Agreement

(Agreement)

Effective Date: , January 1, 2027

Termination Date: December 31, 2029

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.

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 date of promotion to Sergeant within the department.

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. Twenty Four (24) 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 for all hours in excess of twenty-four (24) hours.

The Employee may submit a request for a payout of any accumulated compensatory time by submitting a written request in such form that may be reasonably required by the Village at least five (5) days prior to the end of a pay period for which it is being requested.

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

qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief of Police of their current address. Upon issuance of such notice of recall, an employee shall have seven (7) calendar days to notify the Chief of Police of acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

8.6 Seniority and Authorized Leave of Absence.

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

8.7 Physical Examination upon Recall.

The Employer may require an employee recalled from layoff to pass a physical examination conducted at the Employer's expense by an Employer-designated physician, as a prerequisite to returning to work.

SECTION 9: VACATIONS

9.1 Eligibility and Allowances.

Every Sergeant covered by this Agreement shall be eligible for paid vacation time. Vacation allowance shall be earned as follows:

After completion of one (1) year of Service	2 Weeks (84 hours)
After completion of five (5) years of Service	3 Weeks (126 hours)

After completion of six (6) years of service employees shall earn one (1) additional paid vacation (8.4 hour) day per year for each additional year of service up to a maximum annual accrual of 4 weeks (168 hours).

9.2 Vacation Pay

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation.

9.3 Scheduling.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference in one-week increments being made on the basis of the employee's 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.

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 one-thousand dollars ($1,000) 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.

SECTION13: 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 fifty thousand dollars ($ $50,000.00).

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*:	20 % of any Total Premium Costs in excess of Single Coverage

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

14.4 Insurance Opt-Out

An active employee may opt out of the Village's health insurance plan at any time upon the submittal of written notice to the Human Resources Manager, or as the Village Administrator may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice. To opt out, an employee must show evidence that they have obtained suitable health insurance coverage elsewhere.

An employee that opts out shall not be required to pay the required premium for the Village's health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $400 per month. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts.

An employee who elects to opt out shall not be eligible for Village health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Village that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the Village Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.
An Employee having a spouse that is also employed by the Village is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the Village's Plan on a primary, secondary or other basis.

14.5 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.

14.6 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.

14.7 Line of Duty Death.

The Village of Roscoe will provide fifty thousand dollars ($50,000.00) 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.

14.8 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 _____, 2027.

Village of Roscoe	**Sergeant's Negotiating Unit**
_____	_____
Village Administrator	Sergeant Robert Lewis
_____	_____
Village President	Sergeant Caleb Brown
_____	
Chief of Police	

VILLAGE OF ROSCOE

Sergeant's Agreement

(Agreement)

Effective Date: , January 1, 2027

Termination Date: December 31, 2029

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.

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 date of promotion to Sergeant within the department.

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. Twenty Four (24) 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 for all hours in excess of twenty-four (24) hours.

The Employee may submit a request for a payout of any accumulated compensatory time by submitting a written request in such form that may be reasonably required by the Village at least five (5) days prior to the end of a pay period for which it is being requested.

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

qualified employee on layoff who is still retained on the seniority list.

In the event of recall, an eligible employee shall receive notice of recall by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Chief of Police of their current address. Upon issuance of such notice of recall, an employee shall have seven (7) calendar days to notify the Chief of Police of acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty.

8.6 Seniority and Authorized Leave of Absence.

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

8.7 Physical Examination upon Recall.

The Employer may require an employee recalled from layoff to pass a physical examination conducted at the Employer's expense by an Employer-designated physician, as a prerequisite to returning to work.

SECTION 9: VACATIONS

9.1 Eligibility and Allowances.

Every Sergeant covered by this Agreement shall be eligible for paid vacation time. Vacation allowance shall be earned as follows:

After completion of one (1) year of Service	2 Weeks (84 hours)
After completion of five (5) years of Service	3 Weeks (126 hours)

After completion of six (6) years of service employees shall earn one (1) additional paid vacation (8.4 hour) day per year for each additional year of service up to a maximum annual accrual of 4 weeks (168 hours).

9.2 Vacation Pay

Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect on the payday immediately preceding the employee's vacation.

9.3 Scheduling.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference in one-week increments being made on the basis of the employee's 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.

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 one-thousand dollars ($1,000) 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.

SECTION13: 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 fifty thousand dollars ($ $50,000.00).

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*:	20 % of any Total Premium Costs in excess of Single Coverage

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

14.4 Insurance Opt-Out

An active employee may opt out of the Village's health insurance plan at any time upon the submittal of written notice to the Human Resources Manager, or as the Village Administrator may otherwise direct. An election to opt out shall take effect on the first day of the second complete pay period following the submittal of written notice. To opt out, an employee must show evidence that they have obtained suitable health insurance coverage elsewhere.

An employee that opts out shall not be required to pay the required premium for the Village's health insurance plan. In addition, an active employee that elects to opt out shall be eligible for an Opt Out Incentive. The amount of the Opt Out Incentive for employees having individual coverage shall be $400 per month. The Opt Out Incentive shall be paid in conjunction with regular payroll but, to the extent permitted by law, shall not be considered salary for purposes of calculating hourly rates, pension benefits, overtime pay, holiday stipend, sick leave or vacation buyouts.

An employee who elects to opt out shall not be eligible for Village health insurance benefits after the opt out notice takes effect, whether on a primary, secondary or other basis. An election to opt out shall remain in effect until properly rescinded by the employee. In order to rescind an election to opt out, the employee must file a written notice with the Village that the employee is reenrolling in the City's group health insurance plan for the upcoming benefit period. This notice can only be filed during the annual open enrollment period or upon the occurrence of a midyear Qualifying Change in Status. The Opt Out Incentive shall be terminated at the time the opt out rescission takes effect.

For the purposes of this Section, a Qualifying Change in Status shall mean an event that affects eligibility for coverage in the Village Plan, such as marriage, legal separation, divorce, loss of all eligible dependents, gain of eligible dependents, an employee gaining or losing eligibility for coverage in another health insurance plan, loss or gain of Medicare for any reason and coordination of a spouse's open enrollment period.
An Employee having a spouse that is also employed by the Village is not eligible for the Opt Out Incentive, unless both the Employee and his or her spouse elect to opt out, in which case neither the Employee nor the spouse shall be entitled to coverage on the Village's Plan on a primary, secondary or other basis.

14.5 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.

14.6 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.

14.7 Line of Duty Death.

The Village of Roscoe will provide fifty thousand dollars ($50,000.00) 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.

14.8 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 _____, 2027.

Village of Roscoe	**Sergeant's Negotiating Unit**
_____	_____
Village Administrator	Sergeant Robert Lewis
_____	_____
Village President	Sergeant Caleb Brown
_____	
Chief of Police	

VILLAGE OF ROSCOE
RESOLUTION NO. 2026-R41

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, ILLINOIS ADOPTING AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN ROSCOE POLICE DEPARTMENT SERGEANTS AND THE VILLAGE OF ROSCOE, STIPULATING WORKING TERMS, SALARY, COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT FOR THE POLICE DEPARTMENT'S SERGEANTS, COMMENCING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2029.

WHEREAS, the Village Board and village employees serving as police sergeants desire to enact an agreement detailing a negotiated labor agreement between sergeants and the Village; and

WHEREAS, the Roscoe police sergeants have voted to approve this proposed agreement;

NOW THEREFORE, IT IS RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS AS FOLLOWS:

SECTION ONE: The attached sergeants' agreement, marked Appendix "A", is adopted and approved.

SECTION TWO: The attached agreement shall become effective from and after January 1, 2027, and terminate on December 31, 2029.

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____2026 **ATTEST:**

_____ _____
VILLAGE PRESIDENT VILLAGE CLERK

November 13, 2026

TO: President Gustafson & Village Trustees

FROM: Scot Wrighton, Interim Village Administrator

RE: Resolution Dissolving General Fund Encumbrances

In the process of assembling the recommended FY2027 budget, staff discovered encumbered and restricted assignments of money in the General Fund. Two of these restrictions are appropriate, and four are not necessary. It is recommended that the Village Board approve the attached resolution repealing the unnecessary restrictions.

"Restricted" Funds are ***not*** monies budgeted for a particular expenditure; they are monies reserved for a future expenditure, in a future year, and are segregated from the General Fund's "unrestricted" reserves in accordance with a legal requirement or legal settlement, bond covenant, or specific Village Board policy. All other General Funds are unrestricted and subject to re-budgeting and re-appropriation annually by the Village Board. Roscoe has two such encumbrances meeting this requirement:

1. The Village's "rainy day fund" which, as a matter of Village Board policy, sets aside one-third of annual General Fund budgeted expenditures as emergency reserve.
2. A settlement agreement with the developer of the Denali Plat One subdivision required the builder to pay the Village a negotiated sum of money to defray repair streets in Denali Plat One because they were initially installed improperly—the settlement is intended to fund added repair costs in the future which will be borne by the Village sometime after the streets were turned over to the Village.

The combination of these two encumbrances on future General Fund expenditures constitutes the Village's "Restricted General Fund Reserves," meaning that these funds are held by the Village, but are ***not*** available for annual budget allocation and appropriation for General Governmental activities and functions of the Village. These funds are ***not*** included in the unrestricted carryover balances reported in the proposed budget.

In 2016, the Village Board created additional restrictions on General Fund revenues, by diverting franchise fees. This was unnecessary, restrained the Village Board's budget prerogatives, and misstated available cash reserves (see attached resolution), as follows:

1. An assigned encumbrance obligating the Village to pay the Police Pension Fund more than the annual amounts required by the Illinois Department of Insurance.
2. $10,000 annual set-aside to fund "electrical facilities and [electrical] infrastructure" out of General Fund franchise fee revenue
3. $10,000 annual set-aside to fund "recreation path" costs out of General Fund franchise fee revenue
4. $10,000 annual set-aside to fund "holiday decorations and lighting" costs out of General Fund franchise fee revenue

Attached is a schedule of Village contributions to the Roscoe Police Pension Fund showing that a pattern of underfunding of police pensions has been reversed over the last five years. In four of the last five years, the Village Board paid the police pension more than the actuarily determined contribution—which is why the police pension is now funded at the 85.7% level in 2026. Besides the fact that the police pension is now in better financial condition, a General Fund police pension set-aside is unnecessary because the Village has historically levied property taxes more than sufficient to cover the actuarial requirements of the Illinois Department of Insurance, without any added General Fund set-aside.

With the exception of holiday decorations and lighting, in FY2027, the Village is expected to make expenditures in electrical improvements and recreation path improvements in amounts exceeding the amount of the cumulative 2016 franchise fee set-asides. Even if this funding level had not been achieved, the Village Board was, and is always, at liberty to budget funds for recreation paths, electrical improvements and holiday decorations as they wish in their annual budgets. Franchise fees are an unrestricted General Fund revenue that the Village Board can use to fund any governmental activity in their budgets. Earmarking "General" revenues for specific expenditure categories creates more work for the auditors and is an attempt by one Village Board to bind and restrict the discretion of a future Village Board in the construction of the municipal budget.

VILLAGE OF ROSCOE
RESOLUTION NO. 2016-R15

AN RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE PROVIDING FOR THE COMMITMENT OF FUNDS RECEIVED FROM ROCK ENERGY COOPERATIVE FRANCHISE AND RIGHT-OF-WAY AGREEMENT

WHEREAS, The Governmental Accounting Standards Board (GASB) has issued Statement No. 54, Fund Balance Reporting and Fund Type Definitions which is effective for financial statements beginning after June 15, 2010; and

WHEREAS, GASB 54 establishes the following classifications for the reporting of amounts that make up the Village's governmental funds reports: Non-spendable, Restricted, Committed, Assigned and Unassigned; and

WHEREAS, if funds are to be reported as "**committed**", the Board of Trustees of the Village of Roscoe must determine the purpose and amounts of these constraints by taking formal action; and

WHEREAS, the President and Village Board find that it is advisable to commit specified revenues received from the fees paid by Rock Energy Cooperative in relation to its electricity and natural gas franchise and right-of-way use agreement with the Village, for use by the Village for future expenses related to the relocation of electrical facilities and infrastructure located within the Rock Energy Cooperative Service Area; and

WHEREAS, the Village Board finds that it is additionally advisable to commit specified revenues received from the fees paid by Rock Energy Cooperative in relation to its electricity and natural gas franchise and right-of-way use agreement with the Village, to be used by the Village in improving its mounted holiday street decorations and lighting; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: That until otherwise specified, revenue received from Rock Energy Cooperative in relation to its electricity and natural gas franchise and right-of-way use agreement with the Village of Roscoe shall be reported as *committed* for the purposes as follows:

A) The first $10,000.00 received each fiscal year shall be committed for future expenses related to the relocation of electrical facilities and infrastructure located within the Village of Roscoe.

B) The next $10,000.00 received each fiscal year shall be committed for the purchase, repair, and maintenance of the Village's pole mounted holiday street decorations, ornaments, and decorative lighting.

C) All remaining revenue in excess of the amounts set forth herein, shall be committed

for the acquisition, construction, repair, and maintenance of the Village's recreation path system.

SECTION 2: This resolution shall be in full force and effect from and after its passage.

SECTION 3: That all ordinances or resolutions or parts thereof in conflict here within be and the same are hereby repealed.

2016-R15

1st Read: April 5, 2016

PASSED BY ROLL CALL VOTE ON:

NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee Robert Baxter (2)	✓			
Trustee Carol Gustafson	✓			
Trustee Stacy Mallicoat (1)	✓			
Trustee Kevin Muradian	✓			
Trustee Susan Petty				✓
Trustee Lindsey Swanson	✓			
President David A. Krienke				

APPROVED APRIL 19, 2016:

VILLAGE PRESIDENT

ATTEST:

Christina K. Marks

VILLAGE CLERK

VILLAGE OF ROSCOE
RESOLUTION NO. 2026-R42

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, ILLINOIS REPEALING RESOLUTION 2016-R15 AND REDUCING THE NUMBER OF RESTRICTED AND ASSIGNED ALLOCATIONS IN THE GENERAL FUND

WHEREAS, since 2016, the Village of Roscoe has improved the fiduciary net position of its Police Pension Fund by increasing the coverage percentage of total pension liability from 51.04% to 85.7%; and

WHEREAS, since 2016, the Village of Roscoe has periodically budgeted and expended public funds for: 1) the relocation of electric facilities and electrical infrastructure; 2) improving the Village's recreational path system; and 3) repair and maintenance of pole-mounted street decorations and lighting, and the Village Board intends to make additional expenditures in the future in all three of these expense categories as the Village Board determines to be in the best interests of the Village from time to time; and

WHEREAS, Village Board resolutions restricting the use of otherwise unrestricted General Fund revenues create additional reporting requirements for the auditors and overstate the Village's financial encumbrances;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: That Village Resolution 2016-R15, adopted on April 5, 2016, is repealed in its entirety.

SECTION TWO: The Village Board will continue to fund the Roscoe Police Pension Fund in amounts equal to, or in excess of, the amounts actuarially stipulated by the Illinois Department of Insurance, and continue funding this annual obligation from a dedicated property tax levy as authorized by state statute, and do so with no additional or overlapping encumbrance attached to the Village's General Fund.

SECTION THREE: This resolution shall be in full force and effect from and after its passage and approval.

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____2026 **ATTEST:**

_____ _____

VILLAGE PRESIDENT VILLAGE CLERK

Village of Roscoe, Illinois

Schedule of Employer Contributions
Police Pension Fund
December 31, 2025
Last 10 Calendar Years*

Calendar Years Ended December 31,	Actuarially Determined Contribution	Actual Contribution	Contribution Deficiency (Excess)	Covered Valuation Payroll	Actual Contribution as a Percentage of Covered Valuation Payroll
2016	$ 276,837	$ 234,355	$ 42,482	$ 759,092	30.87%
2017	312,450	260,286	52,164	988,355	26.34%
2018	377,230	309,890	67,340	1,000,505	30.97%
2019	412,688	374,117	38,571	995,066	37.60%
2020	452,415	446,817	5,598	1,046,509	42.70%
2021	354,963	493,334	(138,371)	1,074,329	45.92%
2022	444,734	355,232	89,502	1,306,842	27.18%
2023	404,288	443,611	(39,323)	1,246,317	35.59%
2024	481,587	500,616	(19,029)	1,450,989	34.50%
2025	376,583	512,854	(136,271)	1,597,013	32.11%

Notes to Schedule:

Summary of Actuarial Methods and Assumptions Used in the Calculation of the 2025 Contribution Rate.

Valuation Date: January 1, 2025

Notes: Actuarially determined contribution rates are calculated as of January 1, one year prior to the end of the year in which contributions are reported.

Methods and Assumptions Used to Determine 2024 Contribution Rates:

Funding Method: Projected Unit Credit
Amortization Method: Normal cost, plus an additional amount (determined as a level percentage of payroll) to bring the plan's funded ratio to 90% by the end of fiscal year 2040.

Mortality Rate:
Healthy Lives:
RP-2014 Healthy Annuitant with Blue Collar Adjustment, males and females.

Disabled Lives:
115% of RP-2014 Healthy Annuitant with-Blue Collar Adjustment, males and females.

Interest Rate: 6.80%

Retirement Age:

Age	Rate	Age	Rate
50-54	20%	50-54	5%
55-62	25%	55	40%
63	33%	56-62	25%
64	40%	63	33%
65-69	55%	64	40%
70+	100%	65-69	55%
		70+	100%

See notes to required supplementary information

VILLAGE OF ROSCOE
RESOLUTION NO. 2016-R15

AN RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE PROVIDING FOR THE COMMITMENT OF FUNDS RECEIVED FROM ROCK ENERGY COOPERATIVE FRANCHISE AND RIGHT-OF-WAY AGREEMENT

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WHEREAS, the Village Board finds that it is additionally advisable to commit specified revenues received from the fees paid by Rock Energy Cooperative in relation to its electricity and natural gas franchise and right-of-way use agreement with the Village, to be used by the Village in improving its mounted holiday street decorations and lighting; and

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C) All remaining revenue in excess of the amounts set forth herein, shall be committed

Assigned Fund Balance - General Fund
As of 12/31/2025

Per resolution 2020-1155	Balance 12/31/2020	**Balance 12/31/2023**	Additions	Deletions	**Balance 12/31/2024**	Additions	Deletions	**Balance 12/31/2025**	
Relocation of electical facilities and infrastructure	50,667.00	80,667.00	10,000.00	-	90,667.00	10,000.00	-	100,667.00	
Recreation path expences	-	16,720.98	10,000.00	-	26,720.98	10,000.00	(2,394.09)	34,326.89	
Holiday decorations and lighting	10,000.00	17,996.84	10,000.00	-	27,996.84	10,000.00	(2,856.34)	35,140.50	
Police Pension contribution	(1,091.58)	146,826.54	68,596.79	-	215,423.33	70,588.18	-	286,011.51	
Total Rock Energy resolution	59,575.42	262,211.36	98,596.79	-	360,808.15	100,588.18	(5,250.43)	456,145.90	01-010-3440
Petry resolution - future infrastruction improvements	-	99,000.00	49,000.00	-	148,000.00	-	-	148,000.00	— Roads in Dept, Part One.
Total Committed fund balance	59,575.42	361,211.36	147,596.79	-	508,808.15	100,588.18	(5,250.43)	604,145.90	

Rock Energy receipts 2020	66,163.79
Rock Energy receipts 2021	71,255.60
Rock Energy receipts 2022	109,439.23
Rock Energy receipts 2022	91,923.29

The extra PP contribution was not made because it was not appropriated

There were no expenditures for the bike path or holliday lights

	2,025.00
	01-010-3440
	127,263.81
Nicor	(26,675.63)
	100,588.18

November 13, 2026

TO: President Gustafson & Village Trustees

FROM: Scot Wrighton, Interim Village Administrator

RE: Temporary Main Street Traffic, Parking & Safety Enhancements

Complete reconstruction of Main Street from Grove/Bridge north to Williams and beyond will be an incremental improvement project completed over several years; however, the first phase could begin in 2028 or 2029. Fehr-Graham has reached the 85% completion stage of detailed design drawings for this project. Further engineering design is on hold.

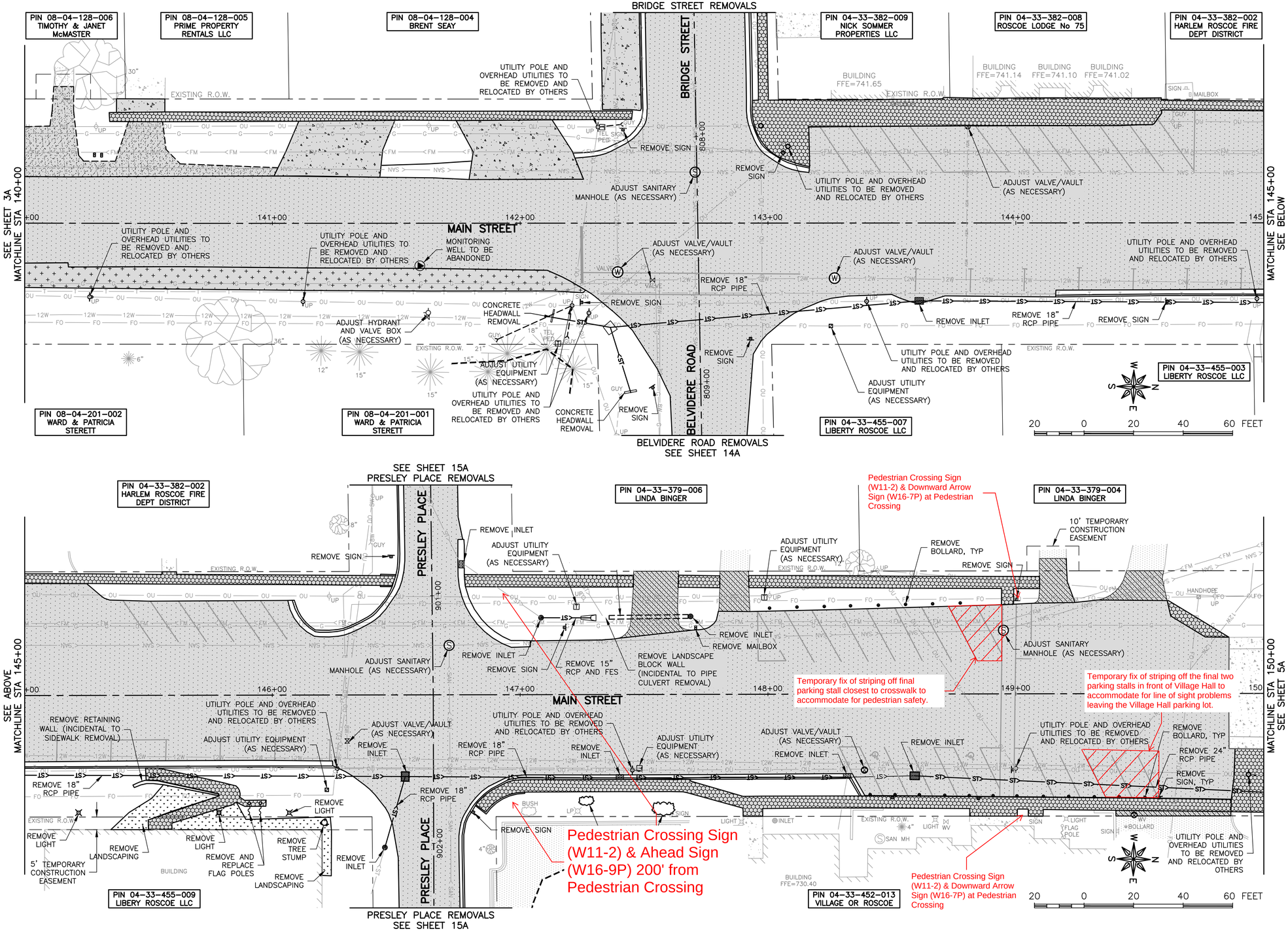
I believe, however, that some temporary parking, traffic control and safety improvements are required in the short term between Bridge and Broad. Even though the Main Street "mill and overlay" project north of McDonald will end on the north side of the Grove Street intersection, we plan to continue lane striping and crosswalk markings through the Bridge Street intersection (as part of the Main Street mill and overlay contract). So, with this agenda item, I want to discuss just temporary parking, traffic control and safety enhancements on the section of Main Street between Bridge and Broad Streets.

Accordingly, Fehr-Graham has provided comparative annotated maps showing just the suggested traffic, parking and safety improvements to be expected after the ***permanent*** street reconstruction occurs, and another map showing suggested ***temporary*** traffic, parking and safety improvements that could occur (for relatively little cost) until the permanent reconstruction occurs [but only between Bridge and Broad].

Repainting parking stalls on Village property does not require a formal vote of the Village Board; however, it is recommended that other parking spaces be removed, and that additional markings and signage be added for the pedestrian crossings. These may require Board approval. As the Village proceeds with its Main Street plans, there will be other issues to resolve: 1) can a pedestrian bridge be avoided by widening the sidewalks on the existing Main Street bridge over Kinnikinnick Creek?; 2) while the Village will pay for bollards to serve as parking stops on the permanent street reconstruction and parking striping renewal, should the Village continue asking adjoining commercial properties to provide their own parking bumper stops; 3) are additional handicapped parking stalls required or needed in this section? {none have been requested, but the map adds them in accordance with IDOT standards of at least one per block}; and 4) is the additional pedestrian safety signage included in the temporary map sufficient for the temporary phase?

It is recommended that the Village Board adopt a motion approving the revisions on the attached ***temporary*** enhancements map.

F.A.P. RTE.	SECTION	COUNTY
X-X	20-00033-00-PV	WINNEBAGO
ILLINOIS		CONTRACT NO. X-X



LEGEND

- CONCRETE PAVEMENT AND AGGREGATE BASE TO BE REMOVED.
- CONCRETE MEDIAN AND AGGREGATE BASE TO BE REMOVED.
- CONCRETE SIDEWALK TO BE REMOVED.
- HMA PAVEMENT AND AGGREGATE BASE TO BE REMOVED.
- HMA PATH AND AGGREGATE BASE TO BE REMOVED.
- PAVED SHOULDER AND AGGREGATE BASE TO BE REMOVED.
- AGGREGATE SHOULDER TO BE REMOVED (INCIDENTAL TO PAVED SHOULDER REMOVAL).
- HMA DRIVEWAY PAVEMENT AND AGGREGATE BASE TO BE REMOVED.
- AGGREGATE DRIVEWAY TO BE REMOVED (INCIDENTAL TO DRIVEWAY PAVEMENT REMOVAL).
- TREE REMOVAL, ACRES.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

TREE REMOVAL TO BE REVIEWED IN FIELD AND COMPLETED PER DISCRETION OF OWNER AND ENGINEER. TREES THAT ARE DEEMED NOT TO BE REMOVED SHALL BE WORKED AROUND.

ALL EDGES OF PAVEMENT SURFACES, INCLUDING SIDEWALK, SHALL BE SAWCUT PRIOR TO REMOVAL.

MAILBOXES TO BE PROTECTED THROUGHOUT CONSTRUCTION. REMOVE AND TEMPORARILY RELOCATE MAILBOXES AS NECESSARY FOR CONSTRUCTION. REPLACE PERMANENTLY UPON CONSTRUCTION COMPLETION.

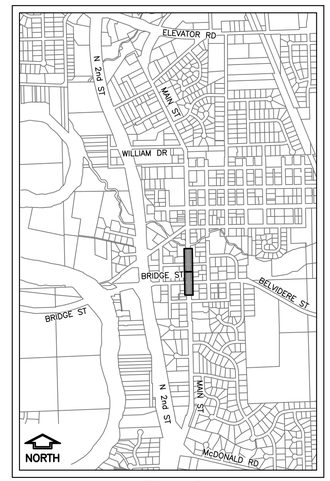
ALL SIGNS TO BE REMOVED AND REPLACED ON NEW POST, CONTRACTOR TO STORE SIGNS WITHOUT DAMAGING.

WATER VALVE BOX, VALVE VAULT OR HYDRANT TO BE ADJUSTED AS NECESSARY IN ACCORDANCE WITH NPPWD SPECIFICATIONS.

ALL SANITARY SEWER MANHOLES TO BE ADJUSTED AS NECESSARY IN ACCORDANCE WITH FRSA SPECIFICATIONS.

UNDERGROUND UTILITIES AND UTILITY BOXES TO BE REMOVED AND RELOCATED AS NECESSARY BY OTHERS.

REMOVAL OF FLARED END SECTIONS SHALL BE INCIDENTAL TO CULVERT REMOVALS.



KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:
REMOVAL PLAN – MAIN STREET STA 140+00 TO 150+00

SET TYPE: PRELIMINARY
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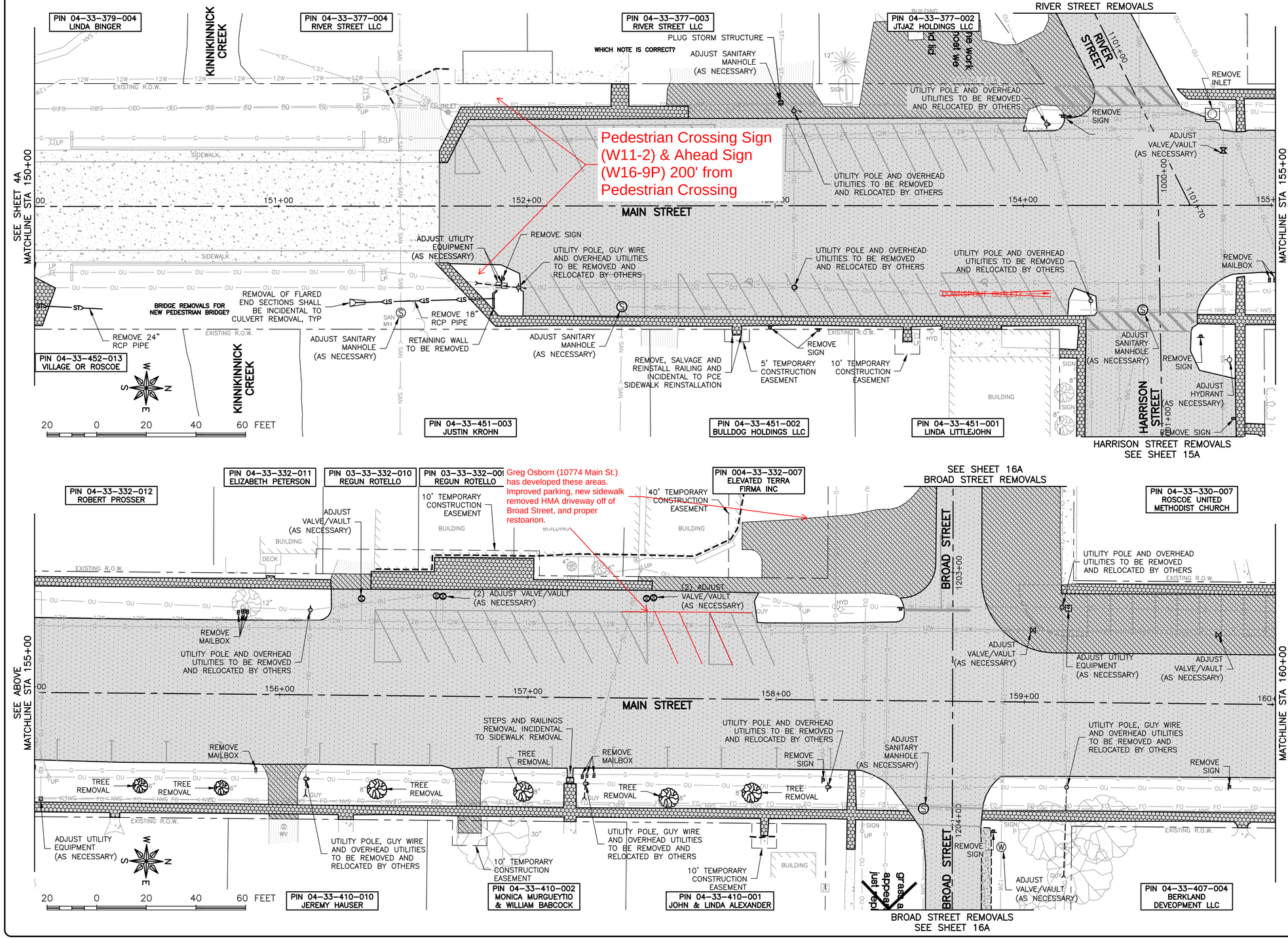
JOB NUMBER: 20-580

SHEET NUMBER: 4A of 500

PLOT DATE: 11/10/26

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F.A.P. RTE.	SECTION	COUNTY
X-X	20-00033-00-PV	WINNEBAGO
ILLINOIS		CONTRACT NO. X-X



LEGEND

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- TREE REMOVAL, ACRES.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

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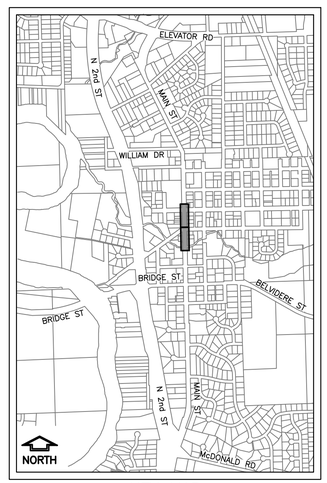
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UNDERGROUND UTILITIES AND UTILITY BOXES TO BE REMOVED AND RELOCATED AS NECESSARY BY OTHERS.

REMOVAL OF FLARED END SECTIONS SHALL BE INCIDENTAL TO CULVERT REMOVALS.



KEY MAP

FEHR GRAHAM
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ILLINOIS DESIGN FIRM NO. 184-003525
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OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
REMOVAL PLAN – MAIN STREET STA 150+00 TO 160+00

SET TYPE: PRELIMINARY
G:\C3D\20\20-580\20-580 Removals.dwg, REM 5

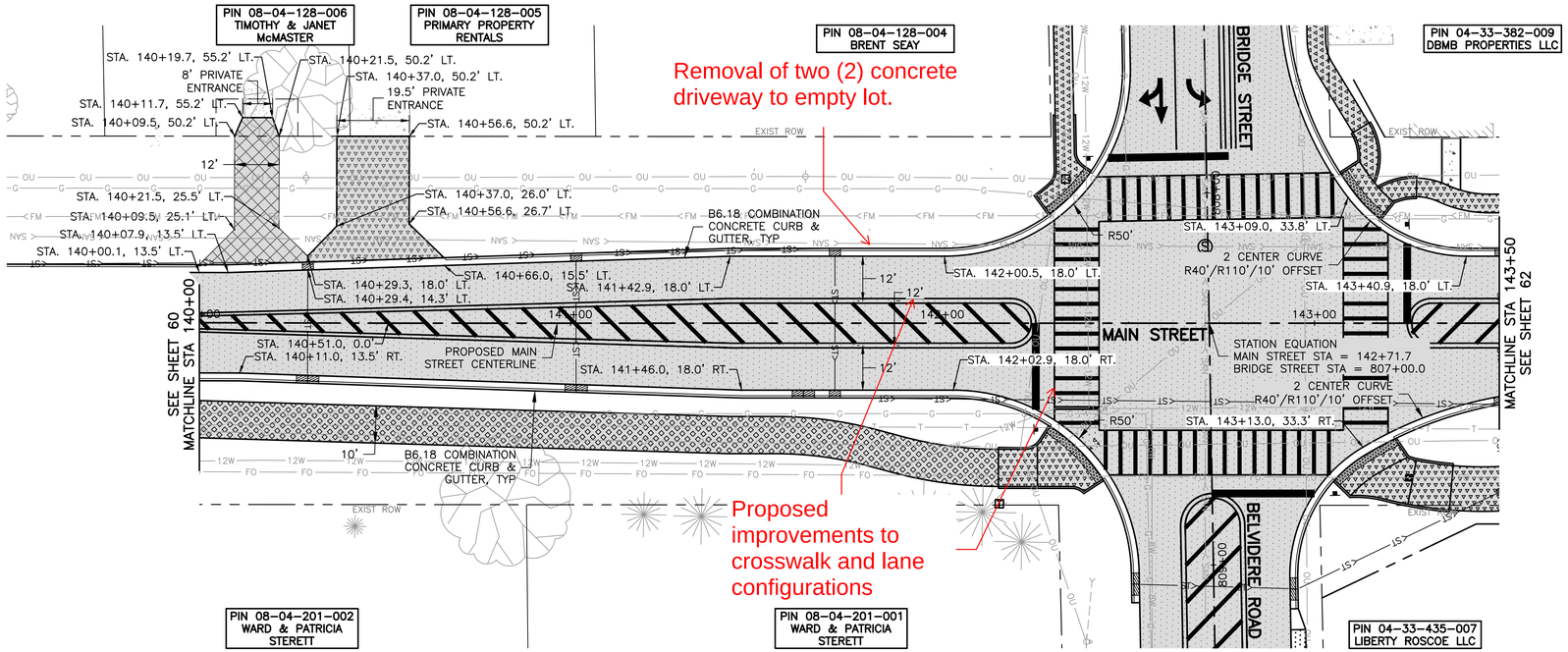
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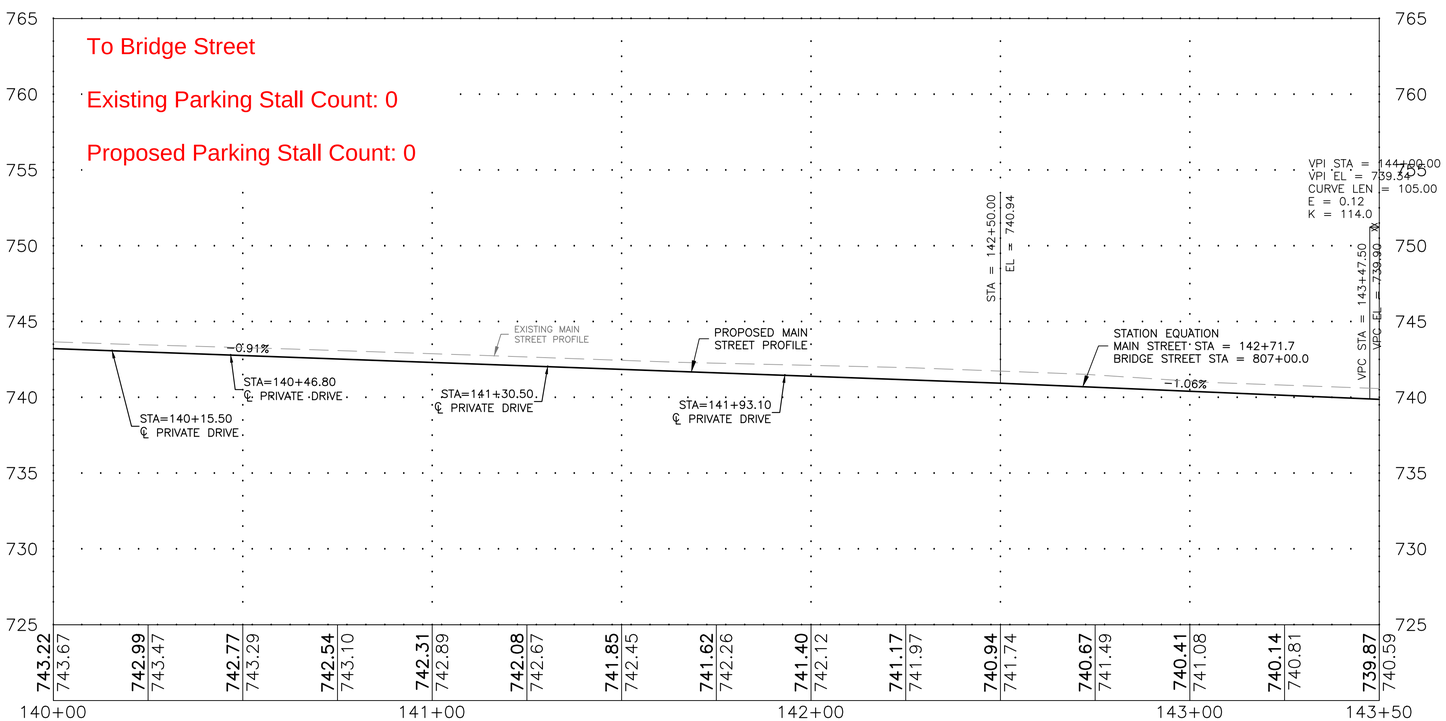
SHEET NUMBER: 5A of 500

PLOT DATE: 11/10/26

© 2026 FEHR GRAHAM

F.A.P. RTE.	SECTION	COUNTY
X-X	20-00033-00-PV	WINNEBAGO
ILLINOIS		CONTRACT NO. X-X





LEGEND

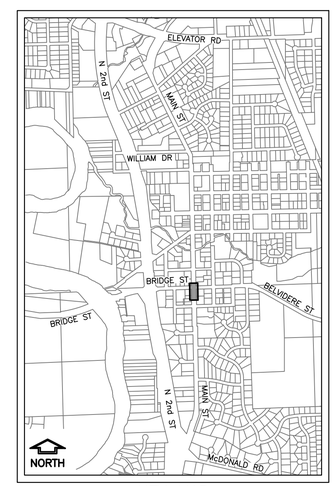
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- CONCRETE SHOULDER, SEE DETAIL.
- HOT-MIX ASPHALT PAVEMENT, SEE DETAIL.
- HOT-MIX ASPHALT SHOULDER, SEE DETAIL.
- CONCRETE MEDIAN, SEE DETAIL.
- HOT-MIX ASPHALT DRIVEWAY, SEE DETAIL.
- GRAVEL DRIVEWAY, SEE DETAIL.
- CONCRETE DRIVEWAY, SEE DETAIL.
- CONCRETE SIDEWALK, SEE DETAIL.
- HOT-MIX ASPHALT PEDESTRIAN PATH, SEE DETAIL.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

SCALE
HOR 20 0 20 40
VER 5 0 5 10



KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS DESIGN FIRM NO. 184-003525
ILLINOIS
IOWA
WISCONSIN

PLOT DATE: 11/10/26

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PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

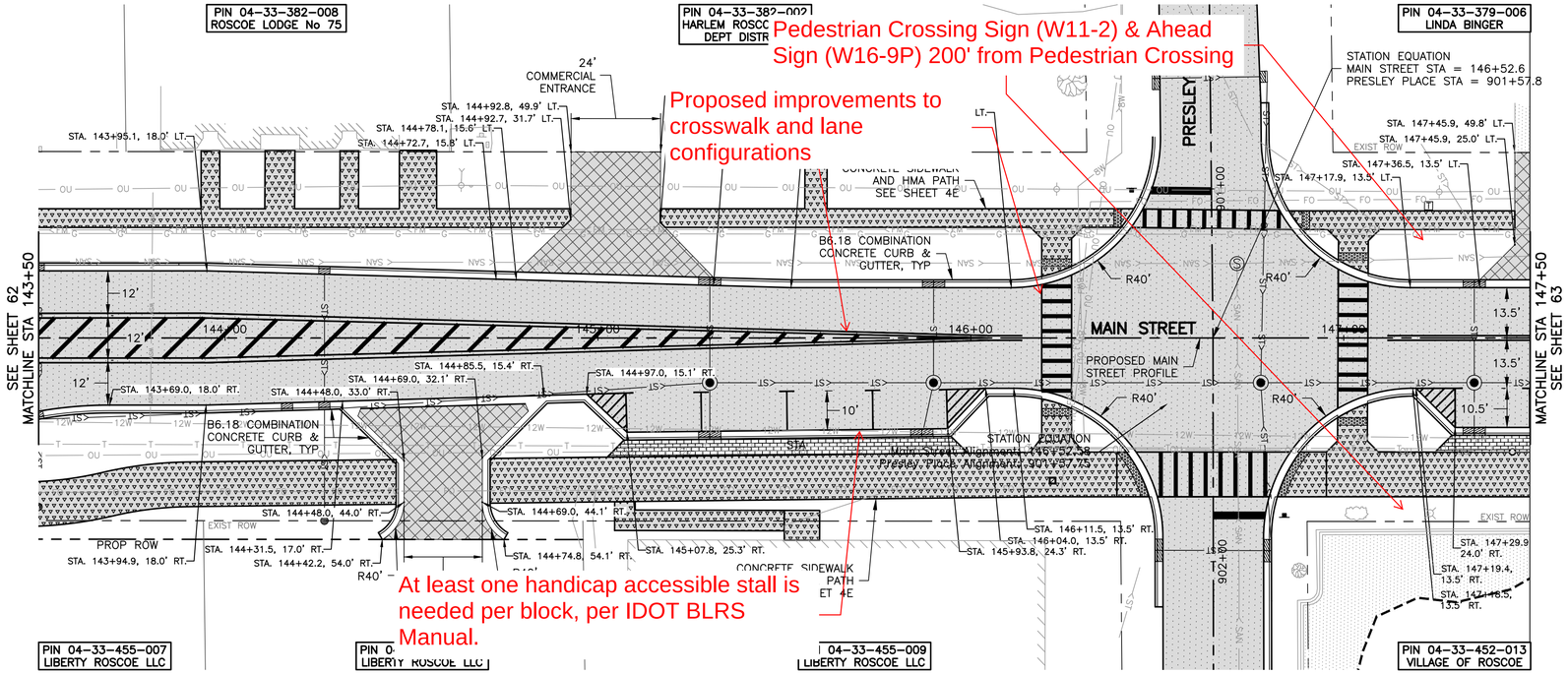
DRAWING:
MAIN STREET PLAN & PROFILE STA 140+00 TO STA 143+50

SET TYPE: PRELIMINARY
G:\C30\20\20-580\Plans\20-580 P&P 100-143 P1.dwg, P&P - (22)

JOB NUMBER:
20-580

SHEET NUMBER:
62 of 500

F.A.P. RTE.	SECTION	COUNTY
X-X	20-00033-00-PV	WINNEBAGO
ILLINOIS		CONTRACT NO. X-X



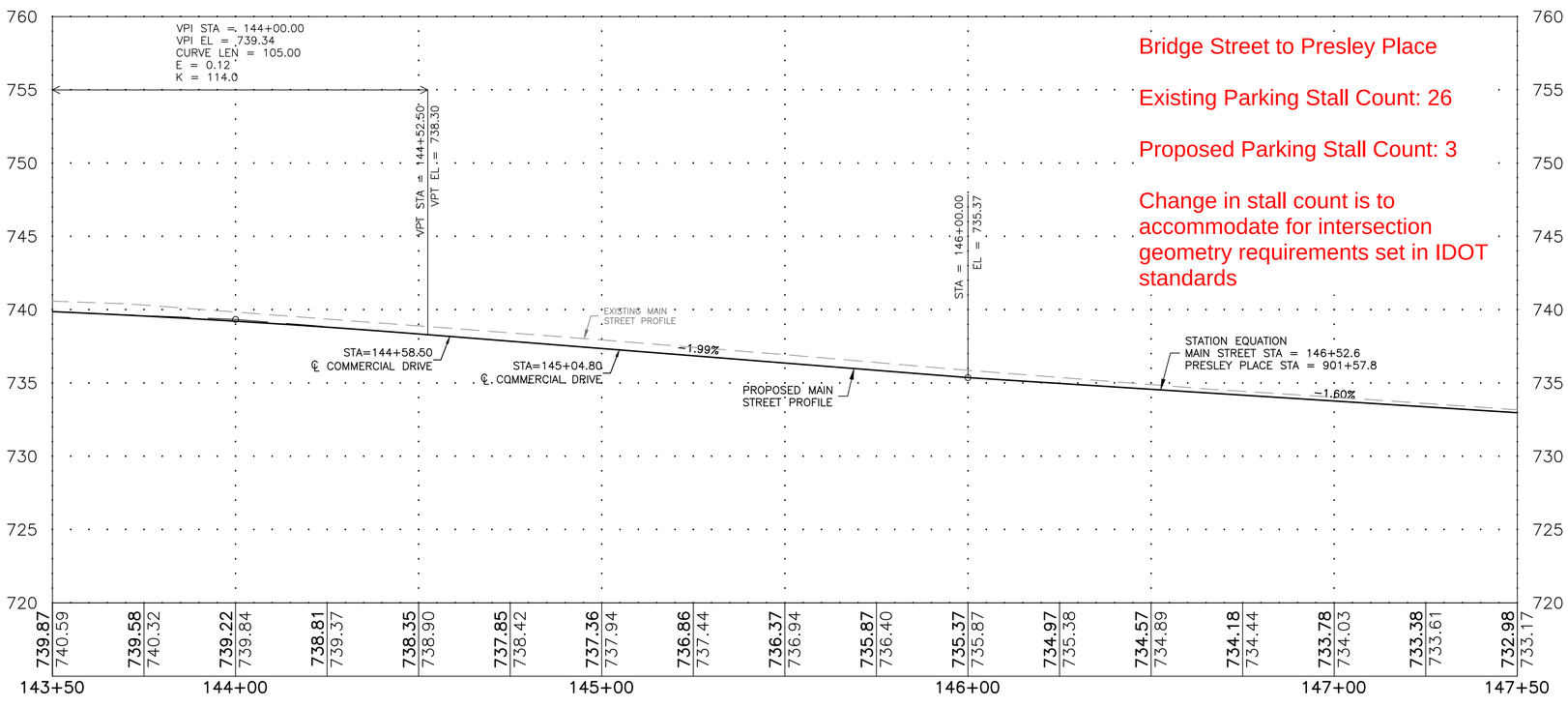
LEGEND

- CONCRETE PAVEMENT, SEE DETAIL.
- CONCRETE SHOULDER, SEE DETAIL.
- HOT-MIX ASPHALT PAVEMENT, SEE DETAIL.
- HOT-MIX ASPHALT SHOULDER, SEE DETAIL.
- CONCRETE MEDIAN, SEE DETAIL.
- HOT-MIX ASPHALT DRIVEWAY, SEE DETAIL.
- GRAVEL DRIVEWAY, SEE DETAIL.
- CONCRETE DRIVEWAY, SEE DETAIL.
- CONCRETE SIDEWALK, SEE DETAIL.
- HOT-MIX ASPHALT PEDESTRIAN PATH, SEE DETAIL.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.



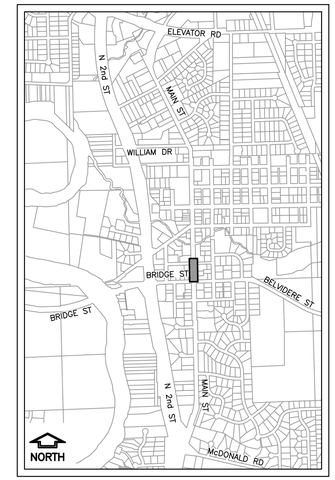
Bridge Street to Presley Place

Existing Parking Stall Count: 26

Proposed Parking Stall Count: 3

Change in stall count is to accommodate for intersection geometry requirements set in IDOT standards

SCALE
HOR 20 0 20 40
VER 5 0 5 10



KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:
MAIN STREET PLAN & PROFILE STA 143+50 TO STA 147+50

SET TYPE: PRELIMINARY
G:\C30\20\20-580\Plans\20-580 P&P 143-177 P2.dwg, Sheet - (1)

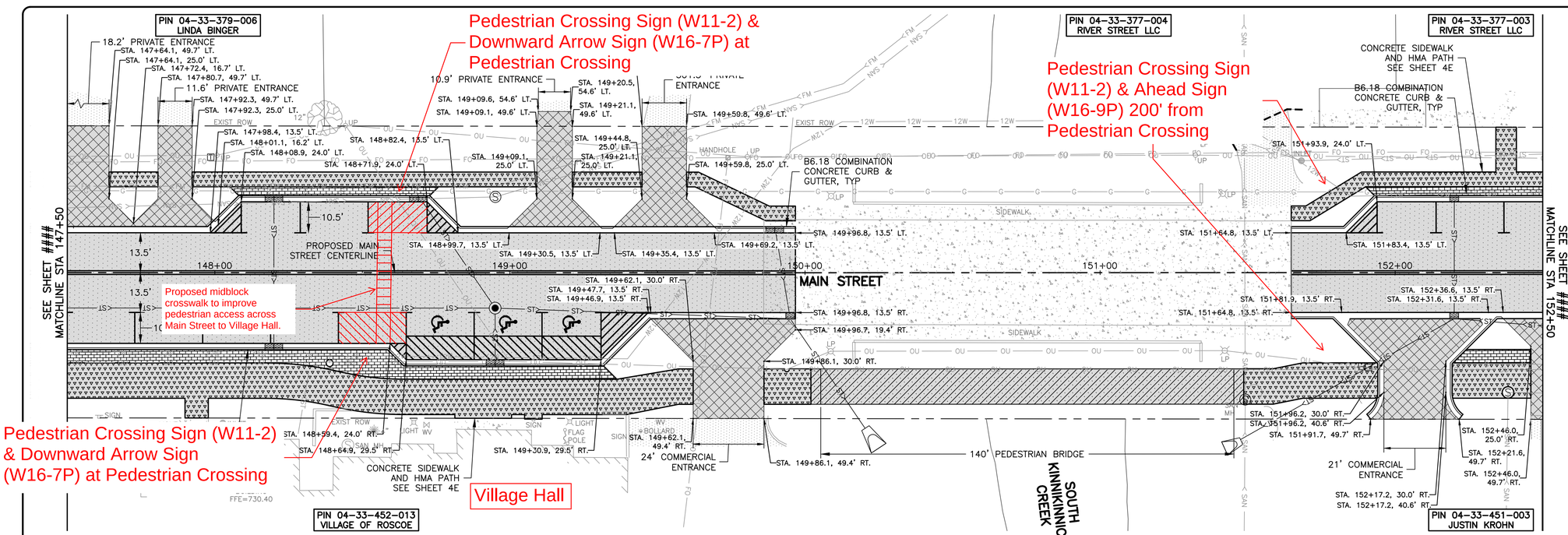
JOB NUMBER: 20-580

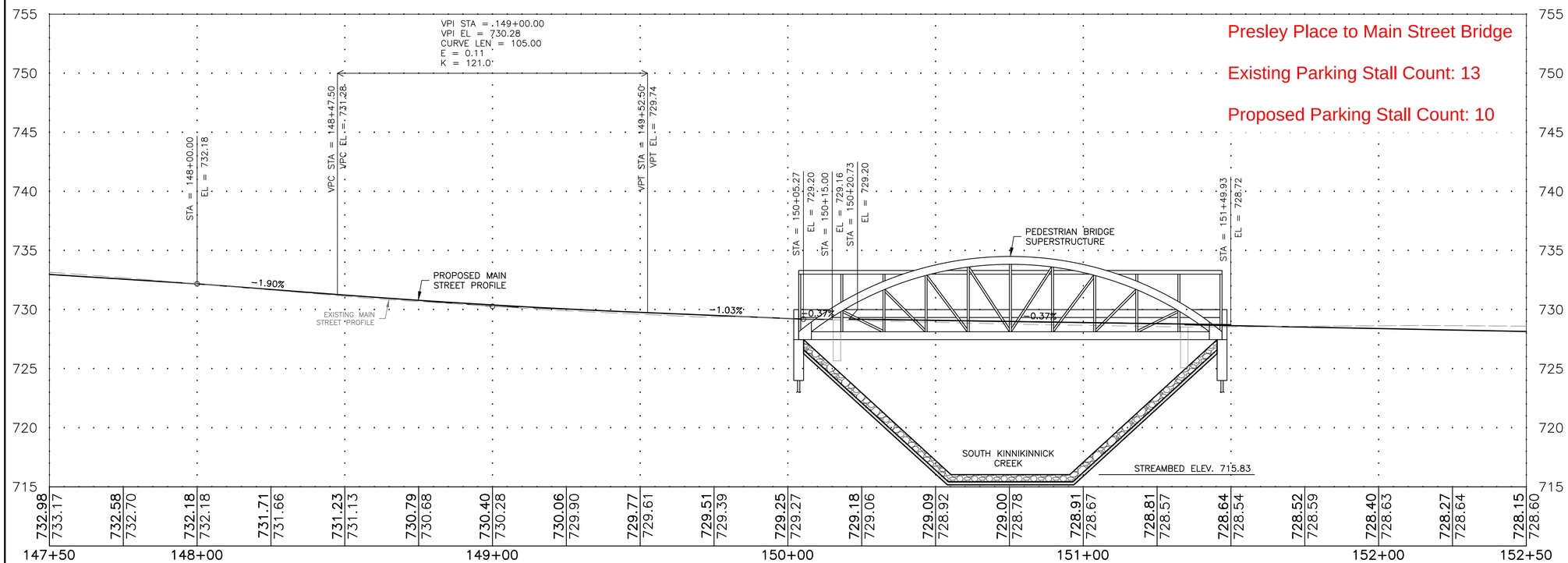
SHEET NUMBER: 63 of 500

PLOT DATE: 11/10/26

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F.A.P. RTE.	SECTION	COUNTY
X-X	20-00033-00-PV	WINNEBAGO
ILLINOIS		CONTRACT NO. X-X





Presley Place to Main Street Bridge

Existing Parking Stall Count: 13

Proposed Parking Stall Count: 10

LEGEND

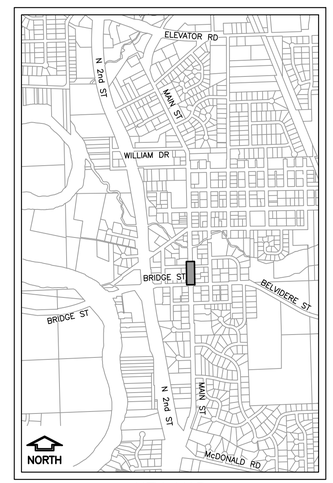
- CONCRETE PAVEMENT, SEE DETAIL.
- CONCRETE SHOULDER, SEE DETAIL.
- HOT-MIX ASPHALT PAVEMENT, SEE DETAIL.
- HOT-MIX ASPHALT SHOULDER, SEE DETAIL.
- CONCRETE MEDIAN, SEE DETAIL.
- HOT-MIX ASPHALT DRIVEWAY, SEE DETAIL.
- GRAVEL DRIVEWAY, SEE DETAIL.
- CONCRETE DRIVEWAY, SEE DETAIL.
- CONCRETE SIDEWALK, SEE DETAIL.
- HOT-MIX ASPHALT PEDESTRIAN PATH, SEE DETAIL.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

SCALE
HOR 20 0 20 40
VER 5 0 5 10



KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
MAIN STREET PLAN & PROFILE STA 147+50 TO STA 152+50

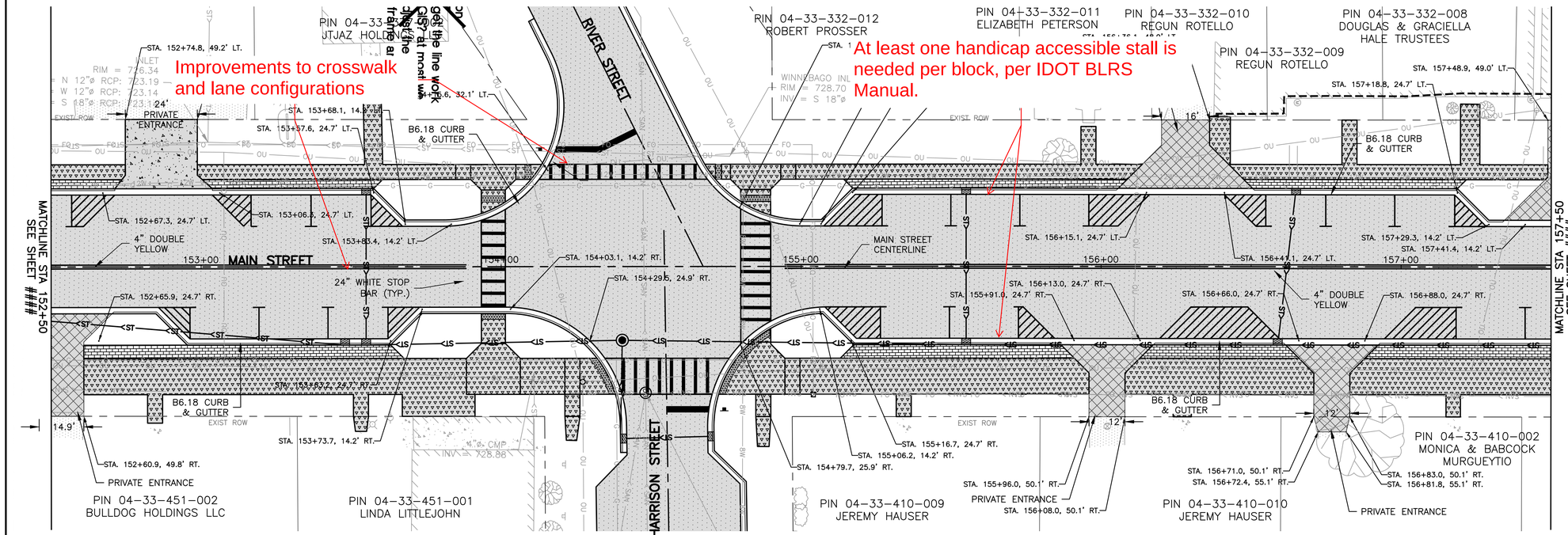
SET TYPE: PRELIMINARY
G:\C30\20\20-580\Plans\20-580 P&P 143-177 P2.dwg, Sheet - (2)

JOB NUMBER: 20-580

SHEET NUMBER: 64 of 500

PLOT DATE: 11/10/26

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LEGEND

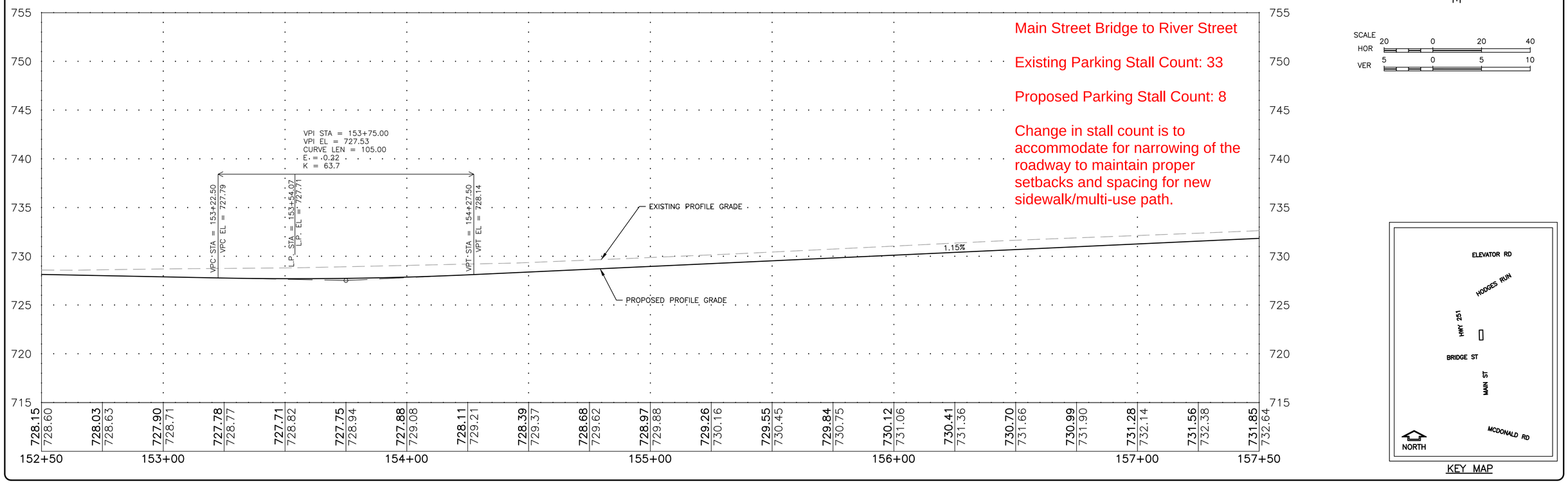
- HOT-MIX ASPHALT DRIVEWAY PAVEMENT.
- CONCRETE PAVEMENT.
- CONCRETE SHOULDER.
- CONCRETE MEDIAN.
- CONCRETE CURB AND GUTTER.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

ALL PAVEMENT MARKINGS SHALL BE EPOXY IN ACCORDANCE WITH IDOT SECTION 780.09.



SCALE
HOR 20 0 20 40
VER 5 0 5 10

KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS

REV. NO.	DESCRIPTION	DATE

DRAWING:
MAIN STREET PLAN & PROFILE STA 152+50 TO STA 157+50

SET TYPE: PRELIMINARY
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JOB NUMBER: 20-580

SHEET NUMBER: 65

PLOT DATE: 11/10/26

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Greg Osborn (10774 Main St.) has developed these areas, so they will not be needed within the scope of this reconstruction.

Improvements to crosswalk and lane configurations

At least one handicap accessible stall is needed per block when parking stalls are shown, per IDOT BLRS Manual.

PIN 04-33-332-007
ELEVATED TERRA ARM

PIN 04-33-330-007
ROSCOE UNITED METHODIST CHURCH

BROAD STREET

MAIN STREET

SEE SHEET #### MATCHLINE STA 157+50

MATCHLINE STA 162+50 SEE SHEET ####

STA. 157+72.9, 49.9' LT.
STA. 157+80.4, 14.2' LT.
STA. 158+08.2, 24.7' RT.
STA. 158+18.7, 14.2' RT.
STA. 158+41.2, 21.8' LT.
STA. 158+18.7, 14.2' LT.
STA. 158+46.2, 25.1' RT.
STA. 158+96.3, 25.7' RT.
STA. 159+22.6, 14.2' RT.
STA. 159+27.2, 14.2' LT.
STA. 159+33.1, 24.7' RT.
STA. 159+37.7, 24.7' LT.
STA. 160+30.4, 24.7' RT.
STA. 160+35.4, 49.8' RT.
STA. 160+37.1, 57.8' RT.
STA. 160+45.8, 57.8' RT.
STA. 160+47.4, 49.8' RT.
STA. 160+52.4, 24.7' RT.
STA. 160+95.6, 24.7' LT.
STA. 161+12.6, 49.7' RT.
STA. 161+00.6, 49.8' RT.
STA. 161+17.6, 24.7' RT.
STA. 162+32.6, 24.7' RT.
STA. 162+43.1, 14.2' RT.
STA. 162+45.9, 14.2' RT.
STA. 162+43.0, 14.2' LT.
STA. 162+32.5, 24.7' LT.
STA. 1300+63.8, 14.2' RT.
STA. 1300+74.2, 14.2' RT.

B6.18 CURB & GUTTER
14.4' PRIVATE ENTRANCE
4" DOUBLE YELLOW
24" WHITE STOP BAR (TYP.)
MAIN STREET CENTERLINE
EXIST ROW
12'
PRIVATE ENTRANCE
RIM = 733.63
12" RCP: 730.63
12"ø RCP: 730.73

PIN 04-33-410-001
JOHN & LINDA ALEXANDER

PIN 04-33-407-004
TIMOTHY BERGERON & NANCY SAUNDERS TRUSTEES

PIN 04-33-407-003
MARY HANSON

PIN 04-33-407-002
STANLEY OLOFF

PIN 04-33-407-001
ROSCOE UNITED METHODIST CHURCH

LEGEND

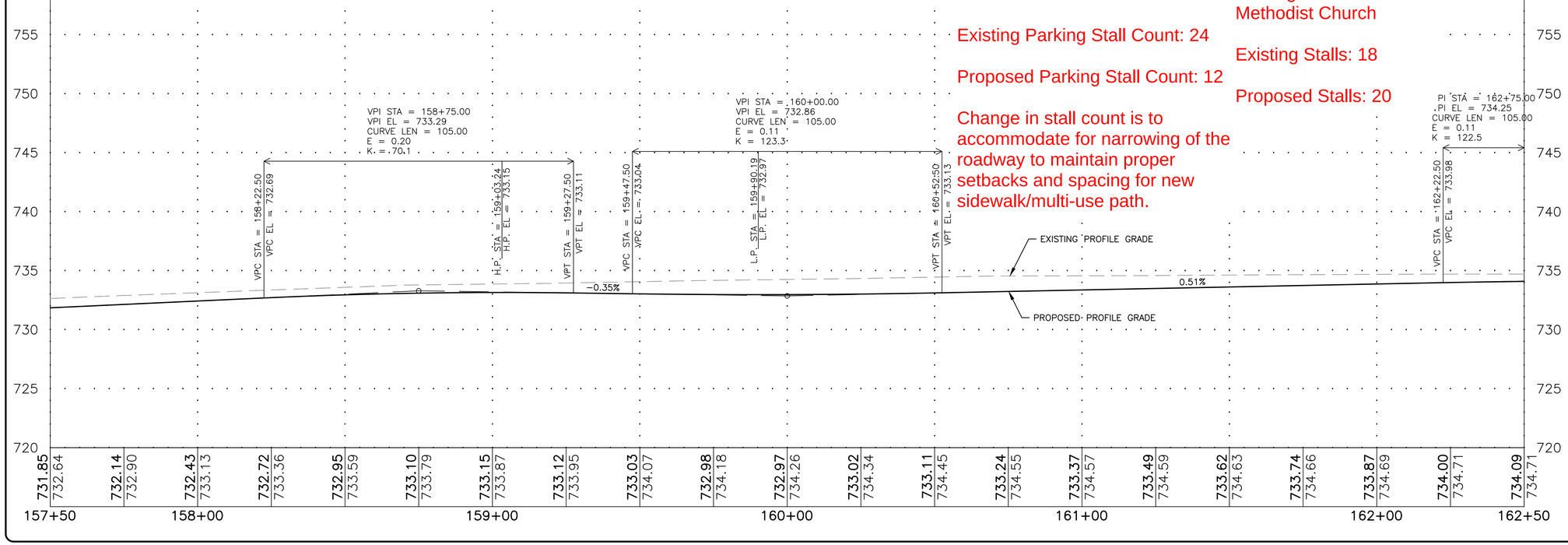
- HOT-MIX ASPHALT DRIVEWAY PAVEMENT.
- CONCRETE PAVEMENT.
- CONCRETE SHOULDER.
- CONCRETE MEDIAN.
- CONCRETE CURB AND GUTTER.

GENERAL NOTES:

CONTRACTOR TO RESTORE ANY DISTURBED AREA TO PRE CONSTRUCTION CONDITIONS.

POSITIVE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

ALL PAVEMENT MARKINGS SHALL BE EPOXY IN ACCORDANCE WITH IDOT SECTION 780.09.



River Street to Broad Street

Existing Parking Stall Count: 24

Proposed Parking Stall Count: 12

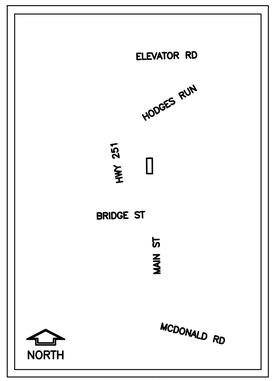
Change in stall count is to accommodate for narrowing of the roadway to maintain proper setbacks and spacing for new sidewalk/multi-use path.

Parking in front of United Methodist Church

Existing Stalls: 18

Proposed Stalls: 20

SCALE
HOR 20 0 20 40
VER 5 0 5 10



KEY MAP

FEHR GRAHAM
ENGINEERING & ENVIRONMENTAL
ILLINOIS
IOWA
WISCONSIN

OWNER/DEVELOPER:
VILLAGE OF ROSCOE
10631 MAIN STREET
ROSCOE, IL 61073

PROJECT AND LOCATION:
MAIN STREET RECONSTRUCTION
ROSCOE, IL

DRAWN BY: JCB
APPROVED BY: VL
DATE: 6/30/24
SCALE: AS NOTED

REVISIONS		
REV. NO.	DESCRIPTION	DATE

DRAWING:
MAIN STREET PLAN & PROFILE STA 157+50 TO STA 162+50

SET TYPE: PRELIMINARY
G:\C3D\20\20-580\Plans\20-580 P&P 143-177 P2.dwg, Sheet - (4)

JOB NUMBER: 20-580

SHEET NUMBER: 66

PLOT DATE: 11/10/26

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VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT

Agenda Item:	Johnson Controls RPZ PW Replacement		
Date:	**11/17/2026**	**Meeting:**	**Village Board of Trustees**
Prepared by:	Troy Taylor	**Department:**	Public Works

Overview/Background Information

The 1" domestic water RPZ at the Public Works building is leaking and will not pass inspection to be certified. This is the original RPZ and was leaking last year when Johnson Controls tried to fix it by replacing the internal springs and washers. Johnson Controls said with the age and amount of water that flows through the RPZ, it might last or could possibly fail in the future from the copper being worn out and the washers will not seal properly. This is the case now and the RPZ will need a total replacement.

Key Issues

- Need to fix it so the RPZ will be able to be certified, and the Village will be in compliance with the local laws

Fiscal Note/Budget Impact

- The is not budgeted for, but there is money budgeted in the 01-030-5121 Maintenance and Repairs – Buildings and Grounds for issues like this that can happen.

Prior Legislative Actions

- First hearing

Action Required/Recommendation

- Approval from the Village Board of Trustees to replace with Public Works RPZ from the quoted amount from Johnson Controls of $3,780.00
- Johnson Controls does have are Service Agreement Contract

Attachments

- Johnson Controls Quote
- Johnson Controls Resolution for the replacement of the RPZ

Johnson Controls Fire Protection LP
3007 Malmo Dr
Arlington Heights,IL,60005-0000
+1 321 294 7053
www.johnsoncontrols.com

PROPOSAL AND SERVICE AGREEMENT

Date: 11-10-2026 SR#: Quote Ref: Roscoe Public Works - Domestic Backflow Replacement - CPQ-1393373	Customer #:1916589 Proposal #: CPQ-1393373	Prepared By: Gregory Lunak Employee Number: 638007 Phone #: +1 321 294 7053 Email: gregory.scott.lunak@jci.com
Purchaser Contact Information: Name:Troy Taylor	Phone:815-543-9097	Email:publicworks@roscoeil.gov

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Roscoe Public Works , 5402 Swanson Road, , ROSCOE,IL, 61073-7232 .	Roscoe Village Hall , 10631 Main St, ROSCOE,IL,61073-8564 .

Scope of Work

DOMESTIC RPZ REPLACEMENT

GENERAL CONDITIONS
- Obtain permits from the village of Frankfort if necessary.
- Area to be worked in must be free of all movable objects
- The domestic water will remain down for the entire duration Of the backflow replacement.

DOMESTIC FEED RPZ REPLACEMENT:
- Remove and discard the existing 1" Febco 860 Domestic backflow device (28915).

Furnish and install:
1. One (1) Wilkins 975XL2 backflow device and necessary fittings to replace.
2. Install Wye Strainer in line with backflow
3. Install airgap and piping to existing floor drain as possible.

- Test and Certify the new backflow device and put into service.
- We will furnish the owner and the municipality with a copy Of the RPZ certification.

Total net selling price, $3,780.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Prevailing Wage Required?	**No**	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Certified Payroll Required?	**No**	
Customer/Site Tax Exempt?	**Yes**	

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VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2026-R39

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR THE PURCHASE AND INSTALLATION OF A DOMESTIC WATER RPZ REPLACEMENT FOR VILLAGE OF ROSCOE'S PUBLIC WORKS BUILDING FOR THE QUOTED AMOUNT OF $3,780.00

WHEREAS, the Village of Roscoe wishes to protect the health, welfare and safety of its residents by providing for safe and properly maintained Village owned buildings and structures; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe have determined that Roscoe Public Works building is in need of a new domestic water RPZ replacement;

WHEREAS, the Village wishes to purchase said RPZ and to provide for the proper installation of such equipment in a professional and safe manner; and

WHEREAS, the Village of Roscoe has complied with all state and local purchasing procedures in its solicitation of the quotes for equipment and installation; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe find that it is in the best interest of the Village and its residents to purchase such required equipment and services as set forth herein, from **Johnson Controls Fire Protection LP**; and

WHEREAS, the Village of Roscoe is authorized and empowered by statute to adopt and enforce the provisions of this resolution.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that:

Section 1. The Village President is authorized to sign an agreement with **Johnson Controls Fire Protection LP** for the purchase of a Domestic Water RPZ, and it's related accessories and equipment, which are further specified in the **Johnson Controls Fire Protection LP Proposal**, attached hereto as Exhibit "A", and incorporated herein by reference, for installation at the Roscoe Public Works Building.

Section 2. That the Village Treasurer is hereby authorized and instructed to expend funds and to issue payment in an amount not to **exceed $3,780.00**, under the terms and amounts as set forth in Exhibit "A".

2026-R39
1st Read:

PASSED BY ROLL CALL VOTE ON:				
NAME	**AYE**	**NAY**	**ABSTAIN**	**ABSENT**
Trustee William Babcock				
Trustee John Broda				
Trustee Molly Butz				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED NOVEMBER 17, 2026: **ATTEST:**

_____ _____

VILLAGE PRESIDENT VILLAGE CLERK

Exhibit "A"
(Resolution 2026-Rxx)

Scope of Services

November 13, 2026

TO: President Gustafson & Village Trustees

FROM: Scot Wrighton, Interim Village Administrator

RE: Revisions to Village Code Title II (Second & Final Reading)

At the October 20 Committee-of-the-Whole(COTW) meeting, Board members made further revisions to a draft document intended to update those sections of the Village Code dealing with administration, board governance, the role and authority of the village administrator, the selection and evaluation of the village administrator, the role of the comptroller and other updates. COTW members requested that a corrected version of this ordinance be re-submitted to the COTW on November 4 for final review. On November 4, the COTW reviewed the additional amendments they requested on October 20, and formally approved the revised version of Title II of the Village Code, and recommended final passage and approval to the Village Board.

All remaining concerns raised by governing body members have been addressed, and the updated version is now ready for final adoption on second reading. The November 4 colored mark-up is attached for reference, but a separate version for adoption has been prepared by the village attorney. He has made additional editorial changes to make references to the "President and Board of Trustees" consistent throughout the document.

It is recommended that the revised ordinance be adopted.

ORDINANCE NO. 2026-____

AN ORDINANCE AMENDING THE VILLAGE OF ROSCOE CODE TITLE II – ADMINISTRATION, CHAPTERS 20, 21 and 22

WHEREAS, the Village desires to amend Chapter 20 Article III to make modifications to the Standing Committees; and

WHEREAS, the Village desires to amend Chapter 21 Village Departments to make modifications; and

WHEREAS, the Village desires to amend Chapter 22 Village Officials to make modifications; and

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Roscoe, Winnebago County, Illinois, as follows:

Section 1: The foregoing recitals shall be and are hereby incorporated into and made part of this Ordinance.

Section 2: Title II Chapter 20 Article III Section 2-56 entitled Committee of the Whole is hereby deleted in its entirety.

Section 3: A new Title II Chapter 20 Article III Section 2-56 entitled **Committee of the Whole** is hereby added as identified on **Exhibit A** attached hereto.

Section 4: Title II Chapter 21 is hereby deleted in its entirety.

Section 5: A new Title II Chapter 21 entitled VILLAGE DEPARTMENTS is hereby added as identified on **Exhibit B** attached hereto.

Section 6: Title II Chapter 22 Article I is hereby deleted in its entirety.

Section 7: A new Title II Chapter 22 Article I entitled VILLAGE OFFICIALS is hereby added as identified on **Exhibit C** attached hereto.

Section 7: Except as amended in this Ordinance, all other provisions and terms of this Village Code shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: This Ordinance shall be in full force and effect from after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the affirmative vote of the Board of Trustees of the Village of Roscoe this _____ day of_____, 2026.

2026-___

1st Read:

PASSED BY ROLL CALL VOTE ON:

NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED:

_____
Village President

ATTEST:

_____
Village Clerk

- **ARTICLE III. - STANDING COMMITTEES**

- **Sec. 2-56. - Committee of the whole.**

(a) *Creation.* The village has established a committee of the whole, of the village board of trustees.

(b) *General purpose.* The committee of the whole shall be used primarily for the following purposes: (i) to discuss broad policy initiatives for which further direction from the President and Village Board is required before an item can be readied and finalized for a vote by the President and Village Board at a future meeting, and (ii) for investigating and issuing recommendations on any issues pertinent to village business or governance, including, but not limited to, matters of capital improvements, finance, village personnel, public safety, public works and parks, economic development, and zoning, where Board members have communicated to the village president or the village administrator by way of general discussion and agreement at a regular Board meeting or Committee-of-the-Whole meeting that an item should be added to a future agenda.

(c) *Membership and voting.* The committee of the whole shall consist of all six members of the village board of trustees, who shall be full voting members. The village president shall be an ex officio member of the committee, and shall serve in an advisory, non-voting role. In the case of a tie-vote, any such motions, if presented to the village board, shall be presented with neither the positive nor negative recommendation of the committee.

(d) *Selection of chairperson.* The chair of the committee of the whole shall be selected as follows. The chair of the committee shall be a village trustee selected after nomination made by any member of the committee, and approval of a majority vote of all voting committee members. The chair's term shall run a maximum of two years. However, irrespective of the chair's tenure of service, a new chairperson shall be selected as soon as practicable after the seating of those trustees elected to office at each biennial municipal election taking place within the village. Should the chair resign, a replacement chair shall be selected in the same manner as the original selection. Should a chair be absent from any particular meeting, the members of the committee shall nominate and select a temporary chair to serve for that meeting.

(e) *Meetings and schedule.* The committee of the whole shall convene immediately following each regularly scheduled meeting of the village board of trustees, or at such other times as shall be deemed necessary to carry out the functions and duties of the committee.

EXHIBIT A

- CHAPTER 21. - VILLAGE DEPARTMENTS

- Sec. 2-88. - Created.

(a) The village has created a police department, a public works department, an administrative department and a planning department, under the executive branch of the village government, and consisting of such other officials as shall be authorized by the village board of trustees.

(b) The village's zoning administrator shall serve ex officio as planning director and plat officer.

(c) The village's administrator shall serve as head of the Administrative Department, and as budget officer.

- Sec. 2-89. - Appointment of employees.

All village department heads shall be appointed by the village president with the advice and consent of the village board of trustees, except that the director of the Administrative Department, by virtue of also being the village administrator, will be appointed by members of the corporate authorities by majority vote, as provided by this ordinance.

- Sec. 2-90. - Report of department.

The departments shall provide a report to the president and the board of trustees quarterly and annually in relation to the department's work activities for each quarter and calendar year.

- Sec. 2-91 Reserved.

- Sec. 2-92. - Subdivisions to comply with official plans.

Following the adoption of the official plan by the village board of trustees, which plan may be amended from time to time, no plat or subdivision or re-subdivision presented for recordation affecting land within the corporate limits of the village, as now or hereafter existing, or in contiguous unincorporated territory outside of and distant not more than 1½ miles from the corporate limits, shall be entitled to recordation or shall be valid unless the plat, subdivision or re-subdivision thereon shall provide for streets, alleys, ways for public service facilities, storm or floodwater runoff channels and basins and public grounds in conformity with the requirements applicable thereto of the official plan and compliance with all applicable sections of this Code, and the planning department shall be responsible for the monitoring of compliance of this section.

- Secs. 2-93—2-112. - Reserved.

EXHIBIT B

- **CHAPTER 22. - VILLAGE OFFICIALS**

- **ARTICLE I. - IN GENERAL**

- **Sec. 2-113. - Board to prescribe duties, powers, term of appointed officers.**

The board of trustees, by ordinance not inconsistent with state law, may prescribe the duties, define the powers and fix the term of office of all appointed officers of the village who are appointed by the village president with the advice and consent of the village trustees, but the term of office shall not exceed that of the president.

- **Sec. 2-114. - Village clerk.**

(a) *Office created; election and term; compensation.* The village clerk shall be elected for a four-year term. The clerk shall receive compensation as follows:

(1) The compensation of the village clerk shall be established at $16,000.00 annually and shall be considered a part-time position.

(2) The village clerk, or a duly appointed deputy clerk, shall receive as an additional compensation, $40.00 for each village board meeting, liquor commission meeting and public hearing attended in furtherance of their official duties in the capacity of village clerk.

(3) The village clerk, or a duly appointed and authorized deputy village clerk where the clerk is required to attend, in their official capacity, and in furtherance of their official duties as village clerk, shall receive as an additional compensation, $40.00 per meeting for committee meetings organized under the village's committee of the whole structure, or $14.00 per hour for meetings of committees of the village board for which committee membership is made up of less than the whole of the village board of trustees, such amount which shall not exceed $40.00 per day regardless of the number of individual meetings attended.

(4) The village clerk shall not receive any other benefits or compensation, including, but not limited to, health insurance, pension contributions and life insurance, for performance of their duties.

(5) The village clerk's pay shall be made in equal installments, payable biweekly, less any applicable deductions.

(b) *Oath; bond.* The village clerk, before entering upon the duties of their office, shall take the oath of office prescribed by law, and shall execute a bond to the village in the penal sum of $3,000.00, with security as shall be approved by the president and board of trustees, conditioned for the faithful performance of the duties of his office, and the

payment of all moneys that may be received by **them,** according to law and ordinance. The bond shall be filed with the treasurer.

(c) *Office location.* The village clerk shall keep **their** office in the municipal building or at such other place as the board of trustees may direct.

(d) *Powers and duties.* The village clerk has those powers and duties provided for by state law. Such duties shall include as follows:

(1) The clerk shall keep the corporate seal, as provided by the corporate authorities, and shall affix its impression of documents whenever this may be required.

(2) The clerk shall keep and maintain all papers belonging to the municipality, except those where the custody and control of which have been given to other officers of the village and shall keep and maintain copies of all papers duly filed in the clerk's office.

(3) The clerk shall attend all meetings of the corporate authorities, including executive sessions, and keep a full record of their proceedings in the journal, except if the clerk is the subject matter of the meeting and **their** presence creates a conflict of interest.

(e) *Deputy clerk.*

(1) *Authorization; appointment; term.* From time to time, as is determined necessary by the president and board of trustees for the village, there may be hired **and appointed by the president and board of trustees a deputy village clerk from among existing and qualified full-time village employees to perform the functions of the village clerk in the clerk's absence. Any such appointment of a deputy clerk may be revoked at any** time, and a new appointment may thereafter be made if desired. Any such appointment, however, shall run concurrently with the village clerk's term of office unless sooner terminated.

(2) *Authority.* The powers and duties of a deputy clerk shall only be exercised:

a. In the absence of the clerk from the place where the clerk's office is maintained, and only when written direction has been given by the clerk to that deputy to exercise a power; or

b. When the president and board of trustees have determined by resolution that the clerk is temporarily or permanently incapacitated to perform a specific, enumerated function.

(3) *Designation; oath; bond.* An original of the instrument making an appointment of a deputy **village clerk** shall be filed and shall remain on file in the office of the village clerk. Any person accepting an appointment as deputy village clerk hereunder shall take and subscribe the same oath or affirmation as is required of village officers and

such oath or affirmation shall be filed and remain on file in the office of the village clerk. The deputy clerk shall be bonded in the same manner as the village clerk.

(4) *Powers and duties.* When duly authorized, the deputy clerk shall have the power and duty to execute all documents, papers, receipts, orders, checks and other instruments required by any law to be executed by the village clerk, to affix the corporate seal thereto whenever required, and to make such records and perform any and all duties and functions performed by the village clerk. In signing any documents, the deputy clerk shall sign the name of the clerk with the word "by" and the deputy clerk's own name and the words "deputy clerk."

- **Sec. 2-115. - Village treasurer.**

(a) *Office established.* The village has established the office of village treasurer.

(b) *Bond.* The treasurer, before entering upon the duties of **their** office, shall execute a bond in the amount of $5,000.00 to be provided by the village.

(c) *Deposits; bank designated, liability of treasurer.* The treasurer shall keep all funds and money in **their** custody belonging to the village in such places of deposit as may be designated by ordinance, and, when requested by the treasurer, the corporate authorities shall designate a bank or banks in which may be kept the funds and money of the village, in the custody of the treasurer. When a bank has been designated as a depository, it shall continue as such until ten days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as required by subsection (d) of this section. When a new depository is designated, the corporate authorities shall notify the sureties of the village treasurer of that fact, in writing, at least five days before the transfer of funds. The village treasurer shall be discharged from responsibility for all funds or money which **their** deposits in a designated bank while the funds and money are so deposited. If village funds or money is deposited in a designated bank, the amount of the deposits shall not exceed 75 percent of the bank's capital stock and surplus, and the treasurer shall be responsible for funds or money deposited in the bank in excess of this limitation.

(d) *Qualifications of bank.* No bank shall be qualified to receive village funds or money until it has furnished the corporate authorities with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the state commissioner of banks and trust companies or to the state comptroller of currency. Each bank designated as a depository for the funds or money shall, while acting as the depository, furnish the corporate authorities with a copy of all statements of resources and liabilities which it is required to furnish to the commissioner or the comptroller.

(e) *Term.* The treasurer shall serve for a term of four years, commencing on May 1 of the year in which **they are** appointed.

- Sec. 2-116. - Village attorney.

(a) *Appointment; term.* The president, with the advice and consent of the board, shall appoint a qualified, competent person to be the attorney for the village. The village attorney shall serve in office until his successor has been appointed and has qualified.

(b) *Duties.* The village attorney shall:

(1) Be the legal adviser of the president, the board of trustees and each department of the village in all matters wherein the business of the village is involved. They shall, at all times, carefully guard and protect the interests of the village;

(2) Attend all regular meetings of the board, unless excused, and all special meetings when requested by the board;

(3) Prepare such ordinances as the board may from time to time direct, present them to the board and be prepared to answer any legal questions that may arise in and about the passage of the same and any legal effect and interpretation of the ordinances. All contracts in which the village is a party and all ordinances or resolutions of the village concerning or authorizing the making of a contract shall be drawn by the village attorney, or the draft thereof examined and upon by them before the same is made or adopted. All bonds in which the village is a party or interested shall be referred to the village attorney for approval before being approved by the board;

(4) Prosecute and defend, for and on behalf of the village, all suits and proceedings in any court. The village attorney shall not be required to prosecute any suit or proceeding when, upon investigation of all the facts in the case, he becomes satisfied that there is no cause of action on the part of the village, unless he is required to do so by the president and Board of Trustees. The village attorney may discontinue any suit or proceeding upon any terms as they shall deem just and equitable, provided that the president may require them to prosecute any suit that they shall deem necessary to the well-being of the village. When in their opinion the public interest requires it, the village attorney may appeal any proceeding from the judgment of the circuit court;

(5) Cause execution to issue on all judgments in favor of the village and see that all collections are made. They shall have referred to him all court fee bills and other bills of courts for their approval before the same are paid; and

(6) Perform all other duties incidental to their office which may be required of them by law.

(c) *Substitute.* In case of temporary absence or disability, the village attorney may, with the approval of the president, appoint or employ some competent person to act in their place. No person shall be appointed or act on behalf of the village as village attorney who is not duly licensed as an attorney under the laws of the state.

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- **Sec. 2-117. - Village engineer.**

  The president, with the advice and consent of the board, shall appoint a qualified, competent person or firm to be the engineer for the village, who shall serve until his successor has been appointed and has qualified. The village engineer or a representative from his office shall render engineering services for the village or its officials on a consultant basis.

- **Sec. 2-118. - Retirement.**

  The village shall participate in the state municipal retirement fund. The standard for participation therein shall be a position normally requiring performance of duty for 1,000 hours per year.

- **Sec. 2-119. - Commencement of terms for newly elected officers.**

  The term of village officers shall begin with the first regularly scheduled Board meeting following certification of biennial municipal election results by the county election official following April elections.

- **Sec. 2-120. - Administrative hearing officer.**

  (a) *Creation of position; duties generally.* The position of administrative hearing officer is created to hear and adjudicate allegations of code violations brought by the village and to impose fines, costs and penalties for such violations as are proven.

  (b) *Appointment.* The administrative hearing officer shall be appointed by the village president and the village president is authorized and empowered to appoint, with the advice and consent of the village board of trustees, an individual or firm to provide the services of administrative hearing officer as an independent contractor on a part-time basis with such individual or firm to serve as the pleasure of the village president. The position of administrative hearing officer shall not be a civil service position and the village president shall have the authority to remove, replace or reappoint such individual or firm from time to time as he, in his sole discretion, may choose with any new appointment subject to the advice and consent of the village board of trustees.

  (c) *Qualifications.* Every hearing officer must be an attorney licensed to practice law in the state for at least three years. Prior to conducting any proceedings, the hearing officers shall successfully complete a formal training program that includes the following:

  (1) Instruction on the rules of procedure of the hearing that they will conduct;

  (2) Orientation to each subject area of the code violations that they will administer;

  (3) Observation of administrative hearings; and

(4) Participation in hypothetical cases, including rules on evidence and issuing final orders.

(d) *Other duties.* The administrative hearing officer shall additionally act as a hearing officer under the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq. He shall hold a hearing and make a determination if an employee subject to the Act is entitled to the benefits provided by the Act. The decision may be appealed to the circuit court under the provisions of 735 ILCS 5/3-101 through 5/3-113.

- **Sec. 2-121. - Village administrator.**

(a) Creation of position.

There is hereby created the position of village administrator, who shall be the chief administrative officer of the village. Any references in the Village Code of Ordinances or any other ordinance or document to the title of director of village services and personnel shall mean village administrator.

(b) Appointment and selection of village administrator.

(1) The village administrator shall be chosen solely on the basis of executive and administrative qualifications with special reference to actual experience in, and knowledge of, accepted practices with respect to the duties as set forth herein and in the position description as established from time to time by the village president and village board.

(2) The village president *and the Village Board of Trustees* shall appoint the village administrator *by* majority vote of the corporate authorities. The village's corporate authorities shall determine a method and process for recruiting, screening, interviewing and selecting potential candidates for the position of village administrator, and select other person(s) who may assist the corporate authorities in the selection. The appointment shall be dependent upon the applicant's acceptance of the terms of a "letter of agreement — conditions of employment" that will be negotiated between the applicant and the village. Such letter shall be approved by majority vote of the President and village board. The "letter of agreement — conditions of employment" will further define and explain conditions of employment, but may not override, circumvent or subvert any parts of this article.

(3) At the time of appointment, the village administrator need not be a resident of the Village of Roscoe. During the tenure of the appointment, the village administrator may be required to reside within the corporate boundaries of Village of Roscoe, or outside those boundaries, solely in conformance with the terms of the "letter of agreement — conditions of employment."

(4) In the event of the short-term and temporary absence of the village administrator, the village administrator may appoint a department head as acting village administrator. In the event of the extended absence of the village administrator, or the death, disability, or abandonment of position by the village administrator, or in the event the position becomes permanently vacant for any other reason, the village president and the Village Trustees may appoint an interim village administrator who shall serve until the village administrator returns or until a new permanent village administrator appointment is made.

c. Tenure of position.

The village president may remove the village administrator at any time with the advice and consent of the village board.

d. Compensation.

The village administrator shall receive such compensation as the village president and village board shall fix from time to time by ordinance, or in the "letter of agreement—conditions of employment" document approved by the President and Village Board.

e. Powers and duties—Generally.

The village administrator shall be the chief administrative officer of the village and shall be responsible for supervising and coordinating the work of all departments of the village. To that end, the village administrator shall have the authority and shall be required to:

(1) Enforce all the laws and ordinances of the village.

(2) Attend all meetings of the corporate authorities unless excused by the village president. Provide the corporate authorities all information related to matters under consideration as well as matters that come to the attention of the village administrator that require policy consideration by the corporate authorities. In consultation with the village president and trustees, the village administrator shall be responsible for preparing the agenda for all regular, committee of the whole, and special meetings of the village board and shall be entitled to notice of all regular or special meetings of the village board.

(3) Recommend to the village president and board of trustees, adoption of such measures deemed necessary or expedient for the health, safety or welfare of the community, or for the improvement of services to the community.

(4) At the request of the village president and village board, recommend officers of the village who are required to be appointed and recommend the removal or suspension of any such officer to the village president and village board when such removal or suspension will be consistent with the best interests of the

village. All recommendations for appointment or removal shall be based upon merit and upon qualifications or disqualifications of such officer. Supervise all appointed officers of the village and all village employees, and all persons shall perform their duties subject to the village administrator's direction, except as otherwise provided or required by statute. At the request of the village president and village board, the village administrator will make reports concerning appointed officers and employees of the village.

(5) Appoint, discipline, and remove all appointed employees of the village provided that this authority shall not extend to the chief of police, or to sworn officers in the police department, or department heads, or other employees appointed by the village president with the advice and consent of the village board; but the village administrator may make recommendations to the village president and village board as to appointment, discipline or removal of such excluded appointed employees.

(6) Settle questions as to the respective powers or duties of any appointed officer of the village and to delegate to any such officer any duty which is to be performed when no specific officer has been directed to perform the duty. Unless otherwise directed by the village president and village board, the village administrator shall exercise the power, authority, and duties of any department head during the time when the office of such department head is vacant, except in the police department.

(7) Direct, supervise, and coordinate the administration of all departments, offices, and agencies of the village ensuring that all municipal services and programs are efficiently and effectively managed, except as otherwise provided by law, including the direction and coordination of all village-wide and interdepartmental projects, programs, policies, and administrative matters which are applicable to all departments.

(8) Make recommendations to the village president and village board concerning compensation for each appointive office and position in the village not otherwise provided for by statute or ordinance of the village.

(9) Recommend to the village president and village board, the creating, consolidating and combining of offices, positions, departments or units of the village.

(10) Monitor the affairs of the village or any department or division thereof. Investigate or provide for the investigation of all complaints in relation to matters concerning the administration of the government of the village, and in regard to service maintained by the public utilities in the village, and see that all franchises, permits or privileges granted by the village are faithfully observed.

(11) Supervise the purchase of all services, materials, supplies and equipment for which the funds provided are included in the annual budget; let contracts for operation and maintenance of village services for amounts less than twenty thousand dollars ($20,000.00) so long as they are authorized by the village budget; receive, open and review bids for purchases or service contracts, or delegate this responsibility to the appropriate department head; and advise the village board on the advantages and/or disadvantages of a contract or vendor proposal on which bids have been received. No purchase shall be made, contract let, or obligation incurred that first requires the village board approving a budget amendment authorizing supplemental funds. No purchase, acquisition, construction or any contract of any type shall be made in excess of twenty thousand dollars ($20,000.00) except by approval of the President and village board or in the case of public emergency when affirmed by the village president and subsequently ratified by the President and village board. A public emergency shall mean an unexpected event which places human safety or property in immediate risk of harm. The village administrator shall issue such rules governing purchasing.

(12) The village administrator, in cooperation with the village treasurer, shall prepare for consideration of the village president and village board on or before January 1 each year, an annual operating and capital budget which shall include a five-year capital improvements program (CIP); prepare the annual budget adoption ordinance for consideration and enactment; and prepare for consideration and enactment the annual tax levy ordinance and appropriations ordinance. For the purpose of preparing the annual budget and ordinances, the village administrator is authorized to require all officers and department heads to submit statements of the condition and expenses of their respective offices or departments; a description of proposed village improvements and the probable costs for these improvements, a description of all unperformed contracts; and a statement of all unexpended appropriations of the preceding year. The village administrator shall be responsible for the administration of the annual operational and capital budget.

(13) Submit to the village president and village board, a monthly report highlighting activities of each department.

(14) Represent the village in collective bargaining negotiations, determine from the President and Village Board appropriate parameters of labor contracts, and return tentatively agreed-upon contracts for the final approval or rejection by the Village Board.

(15) Supervise such other administrative agencies and departments and officers as may be hereafter created by the village board of trustees unless the administration and control of such departments and officers is expressly delegated elsewhere.

(16) Devote full time to the duties of village administrator and shall not engage in any other employment without the written consent of the village board.

(17) Perform such other lawful duties as may be required by resolution, ordinance or direction of the village president and village board.

f. Conflict of interest.

The village administrator shall not be financially interested, directly or indirectly, in: (a) any existing or prospective business enterprise of an entity or private individual that has any financial, business, or development relationship with the village; or (b) any contract, work or business of the village, or (c) in the sale of any article to the village, or (d) in the purchase of any property belonging to the village, or sold for taxes or assessments, or sold by virtue of legal processes initiated by or with the village.

g. Performance evaluation.

An initial performance evaluation of the village administrator will be completed by the village president and village board within six (6) months following the first six months of initial appointment. Another performance evaluation will be completed by the village president and village board on the first anniversary of the village administrator's hiring, and thereafter an annual evaluation of the village administrator's performance will be conducted for the duration of the village administrator's appointment. At a minimum, the performance evaluation process will include a written evaluation of the village administrator's work performance during the previous year's rating period, a meeting and discussion with the village president and board of trustees, a review of the village administrator's goals and objectives for the next year's rating period, and a written summary of the evaluation results. *Prior to any village administrator performance evaluation, the village president and village trustees shall all agree (or by majority vote if necessary) upon the details, forms and process for all aspects of the evaluation.* This section shall not be interpreted to grant any substantive employment rights in the village administrator and shall not alter the employment status of the village administrator as set forth in the "letter of agreement — conditions of employment."

- **Sec. 2-122. - Village comptroller.**

(a) *Office established.* The village has established the office of the village comptroller.

(b) *Appointment; qualifications.*

(1) The village president shall appoint a qualified member of the current village administrative staff to serve as village comptroller, with the advice and consent of the Board of Trustees. The village comptroller will be supervised by the village administrator and assist the village treasurer in executing and performing their duties.

(2) The comptroller shall have knowledge or experience in budgeting and financial control procedures and practices.

(c) *Compensation.* The comptroller shall receive such compensation for services as may be set from time to time by the President and village board.

(d) *Bond.* The village comptroller shall furnish a surety bond in the amount of $2,500.00 to be approved by the village board, the bond to be conditioned on the faithful performance of **their** duties. The premium of the bond shall be paid by the village.

(e) *Duties.* The comptroller shall have the following duties:

(1) *Generally.* All duties as set forth in state law.

(2) *Supervision and financial controls.* In relation only to their duties as set forth herein, the village comptroller shall exercise a general supervision over the receipt, collection or disbursement of village revenues and the collection and return of all such revenues into the treasury and shall supervise and control such other officers and employees as the corporate authorities shall, from time to time, authorize, **in coordination with the village treasurer. The village comptroller shall also assist the village administrator in the preparation of the annual budget and appropriations ordinance.**

(3) *Financial activities.*

(a) The comptroller, **in coordination with the village treasurer,** shall prepare and submit to the corporate authorities, as of the end of the fiscal year, a complete report on the finances and financial activities of the village for the preceding year.

(b) The village comptroller shall, in the report, class the different objects and classes of expenditures, giving as nearly as may be, the amount required for each. For the purpose of making such report, the village comptroller is authorized to require from all officers a statement of the condition and expenses of their respective offices and departments, with any proposed improvements and all probable expense thereof, all contracts made and unfinished, and the amount of any and all unexpended appropriations of the preceding year.

(4) *Financial conditions and future needs.* The village comptroller shall keep the corporate authorities advised of the financial condition and future needs of the village and make recommendations as **they** may deem desirable.

(5) *Documents; books.* The village comptroller shall have the charge, custody and control of all municipal documents, books, and papers of any kind, related to the financial activities of the village, except those of which the custody and control have been given to another officer of the village.

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(6) *Accounts.* The village comptroller shall keep strict, accurate and detailed accounts in books to be provided for that purpose, of all the monies of the village received and disbursed, having the same so classified and arranged under proper heading, that the proper debits and credits of each particular fund or account will clearly show from whom and for what account the same was received, or to whom and what account the same was paid. The comptroller's books shall also show the several funds or appropriations of the village, the unexpended balance of each, and the indebtedness of the village, whether bonded or otherwise, and the general financial condition of the village as far as it is ascertainable. The village comptroller shall countersign all vouchers and deliver the same when called, taking a receipt for the same.

(7) *Bonds.* The village comptroller shall keep in the village hall in books kept expressly for such purpose a correct list of all the outstanding bonds of the village, showing the number and amount of each, for and to whom the bonds are issued. When any village bonds are paid or canceled, the books shall show that fact. The comptroller's annual report shall describe particularly the bonds sold during the year and the terms of sale with each and every item of expense thereof.

(8) *Village funds; public money to be kept separate.* The village comptroller shall keep all monies belonging to the village that may be in the comptroller's possession, separate and distinct from the comptroller's own monies, and is prohibited from using either directly or indirectly, the village money or property in the comptroller's custody or keeping for the comptroller's own or that of any person's benefit or use whatsoever, and shall turn over to the village all interest which shall accrue on monies in the comptroller's hands.

(9) *Other duties.* In addition to the duties specifically enumerated in this section, the village comptroller shall perform any other duties which the board of trustees may prescribe by ordinance, resolution or otherwise.

(f) *Special assessments.*

(g) *Warrants.* The village comptroller shall prepare, collect and execute all special assessments and other warrants which by law, this Code or other ordinances of the village may be executed by a village comptroller.

(h) *Delinquent.* The village comptroller shall annually, within the time required by law, make a written report or list of all delinquent special assessments on all lands, town lots and real property in the village on which the comptroller has been unable to collect the special assessments, with the amount of each, so remaining unpaid, together with the comptroller's warrant, or description of the nature of the warrant, by which the comptroller is authorized to collect the special assessment, to the county collector.

- **Secs. 2-123—2-142. - Reserved.**

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- **ARTICLE III. - STANDING COMMITTEES**

- **Sec. 2-56. - Committee of the whole.**

(a) *Creation.* The village has established a committee of the whole, of the village board of trustees.

(b)*General purpose.* The committee of the whole shall be ***used primarily for the following purposes: (i) to discuss broad policy initiatives for which further direction from the President and Village Board is required before an item can be readied and finalized for a vote by the President and Village Board at a future meeting, and (ii)*** ~~responsible~~ for investigating and issuing recommendations on any issues pertinent to village business or governance, including, but not limited to, matters of capital improvements, finance, village personnel, public safety, public works and parks, economic development, and zoning, ***where*** ~~***at least three***~~ ***Board members have communicated to the village president or the village administrator by way of general discussion and agreement at a regular Board meeting or Committee-of-the-Whole meeting that an item should be added to a future agenda.*** ~~***in writing of their desire to add an item to a committee of the whole agenda at least one week before the next scheduled committee of the whole meeting.***~~

(c) *Membership and voting.* The committee of the whole shall consist of all six members of the village board of trustees, who shall be full voting members. The village president shall be an ex officio member of the committee, and shall serve in an advisory, non-voting role. In the case of a tie-vote, any such motions, if presented to the village board, shall be presented with neither the positive nor negative recommendation of the committee.

(d) *Selection of chairperson.* The chair of the committee of the whole shall be selected as follows. The chair of the committee shall be ***a village trustee*** selected after nomination made by any member of the committee, and approval of a majority vote of all voting committee members. The chair's term shall run a maximum of two years. However, irrespective of the chair's tenure of service, a new chairperson shall be selected as soon as practicable after the seating of those trustees elected to office at each biennial municipal election taking place within the village. Should the chair resign, a replacement chair shall be selected in the same manner as the original selection. Should a chair be absent from any particular meeting, the members of the committee shall nominate and select a temporary chair to serve for that meeting.

~~(e) *Agenda items.* Upon the request of the village administrator, the village president, or any village trustee, the village clerk shall place upon the committee agenda any item for discussion that pertains to, or is relevant to, the business or governance of the village.~~

~~(f) *Reports to the board.* The committee of the whole shall submit for action, its findings and recommendations to the village board of trustees. Such findings shall specifically reflect a positive recommendation, a negative recommendation, or no recommendation.~~

(g) *Meetings and schedule.* The committee of the whole shall convene immediately following each regularly scheduled meeting of the village board of trustees, or at such other times as shall be deemed necessary to carry out the functions and duties of the committee.

- **Sec. 2-57. - Collective bargaining.**

  Replaced by new section

- **Secs. 2-58—2-87. - Reserved.**

- **CHAPTER 21. - VILLAGE DEPARTMENTS**

- **Sec. 2-88. - Created.**

(a) The village has created a ***police department, a public works department, an administrative department and a*** planning department, under the executive branch of the village government, ***and*** consisting of ~~a planning director, a plat officer and of~~ such other officials as shall be authorized by the village board of trustees.

(b) The village's zoning administrator shall serve ex officio as planning director and plat officer.

(c) The village's administrator shall serve as head of the Administrative Department, and as budget officer.

- **Sec. 2-89. - Appointment of employees.**

All ~~officers of the planning department~~ ***village department heads*** shall be appointed by the village president with the advice and consent of the village board of trustees, ***except that the director of the Administrative Department, by virtue of also being the village administrator, will be appointed by members of the corporate authorities by majority vote, as provided by this ordinance.***

- **Sec. 2-90. - Report of department.**

The ~~planning~~ departments shall provide a report to the president and the board of trustees quarterly and annually in relation to the department's work activities for each quarter and calendar year.

~~**Sec. 2-91. - Powers and duties.**~~

~~The powers and duties of the planning department shall be those enumerated in 65 ILCS 5/11-12-5 through 5/11-12-7 and such further duties as are assigned to it by the village president.~~

- **Sec. 2-92. - Subdivisions to comply with official plans.**

  Following the adoption of the official plan by the village board of trustees, which plan may be amended from time to time, no plat or subdivision or re-subdivision presented for recordation affecting land within the corporate limits of the village, as now or hereafter existing, or in contiguous unincorporated territory outside of and distant not more than 1½ miles from the corporate limits, shall be entitled to recordation or shall be valid unless the plat, subdivision or re-subdivision thereon shall provide for streets, alleys, ways for public service facilities, storm or floodwater runoff channels and basins and public grounds in conformity with the requirements applicable thereto of the official plan and compliance with all applicable sections of this Code, and the planning department shall be responsible for the monitoring of compliance of this section.

- **Secs. 2-93—2-112. - Reserved.**

- **CHAPTER 22. - VILLAGE OFFICIALS**

- **ARTICLE I. - IN GENERAL**

- **Sec. 2-113. - Board to prescribe duties, powers, term of appointed officers.**

  The board of trustees, by ordinance not inconsistent with state law, may prescribe the duties, define the powers and fix the term of office of all appointed officers of the village ***who are appointed by the village president with the advice and consent of the village trustees***, but the term of office shall not exceed that of the president.

- **Sec. 2-114. - Village clerk.**

  (a) *Office created; election and term; compensation.* The village clerk shall be elected for a four-year term. The clerk shall receive compensation as follows:

  (1) The compensation of the village clerk shall be established at $16,000.00 annually and shall be considered a part-time position.

  (2) The village clerk, or ***a*** ~~***the clerk's***~~ duly appointed deputy clerk, shall receive as an additional compensation, $40.00 for each village board meeting, liquor commission meeting and public hearing attended in furtherance of ~~***his***~~ ***their*** official duties in the capacity of village clerk.

  (3) The village clerk, or ***a*** ~~the clerk's~~ duly ***appointed and*** authorized **deputy village clerk** ~~designee, for all committee meetings,~~ where th clerk is required to attend, in ***their*** ~~***his/her***~~ official capacity, and in furtherance of ***their*** ~~***his/her***~~ official duties as village clerk, shall receiv as an additional compensation, $40.00 per meeting for committee meetings organized under the village's committee of the whole

structure, or $14.00 per hour for meetings of committees of the village board for which committee membership is made up of less than the whole of the village board of trustees, such amount which shall not exceed $40.00 per day regardless of the number of individual meetings attended.

(4) The village clerk shall not receive any other benefits or compensation, including, but not limited to, health insurance, pension contributions and life insurance, for performance of their duties.

(5) The village clerk's pay shall be made in equal installments, payable biweekly, less any applicable deductions.

(b) *Oath; bond.* The village clerk, before entering upon the duties of ***their*** ~~***his/her***~~ office, shall take the oath of office prescribed by law, and shall execute a bond to the village in the penal sum of $3,000.00, with security as shall be approved by the president and board of trustees, conditioned for the faithful performance of the duties of his office, and the payment of all moneys that may be received by ***them*** ~~***him/her***~~, according to law and ordinance. The bond shall be filed with the treasurer.

(c) *Office location.* The village clerk shall keep ***their*** ~~***his/her***~~ office in the municipal building or at such other place as the board of trustees may direct.

(d) *Powers and duties.* The village clerk has those powers and duties provided for by state law. Such duties shall include as follows:

(1) The clerk shall keep the corporate seal, as provided by the corporate authorities, and shall affix its impression of documents whenever this may be required.

(2) The clerk shall keep and maintain all papers belonging to the municipality, except those where the custody and control of which have been given to other officers of the village and shall keep and maintain copies of all papers duly filed in the clerk's office.

(3) The clerk shall attend all meetings of the corporate authorities, including executive sessions, and keep a full record of their proceedings in the journal, except if the clerk is the subject matter of the meeting and ***their*** ~~his~~ presence creates a conflict of interest.

(e) *Deputy clerk.*

(1) *Authorization; appointment; term.* From time to time, as is determined necessary by the president and board of trustees for the village, there may be hired ***and appointed by the president and board of trustees*** a deputy village clerk ***from among existing and qualified full-time village employees*** to perform the functions of the village clerk in the clerk's absence. ~~The village clerk is authorized to appoint one deputy clerk~~. Any such appointment of a deputy clerk may be revoked at any time, and a new appointment may thereafter be made if desired. Any such appointment, however, shall run concurrently with the village clerk's term of office unless sooner terminated.

(2) *Authority.* The powers and duties of a deputy clerk shall only be exercised:

a. In the absence of the clerk from the place where the clerk's office is maintained, and only when written direction has been given by the clerk to that deputy to exercise a power; or

b. When the president and board of trustees have determined by resolution that the clerk is temporarily or permanently incapacitated to perform a specific, enumerated function.

(3) *Designation; oath; bond.* An original of the instrument making an appointment of a deputy ~~by the~~ village clerk shall be filed and shall remain on file in the office of the village clerk. Any person accepting an appointment as deputy ~~of the~~ village clerk hereunder shall take and subscribe the same oath or affirmation as is required of village officers and such oath or affirmation shall be filed and remain on file in the office of the village clerk. The deputy clerk shall be bonded in the same manner as the village clerk.

(4) *Powers and duties.* When duly authorized, the deputy clerk shall have the power and duty to execute all documents, papers, receipts, orders, checks and other instruments required by any law to be executed by the village clerk, to affix the corporate seal thereto whenever required, and to make such records and perform any and all duties and functions performed by the village clerk. In signing any documents, the deputy clerk shall sign the name of the clerk with the word "by" and the deputy clerk's own name and the words "deputy clerk."

~~(5) *Pay; hours.* Upon authorization for appointment, and annually thereafter until such authorization for appointment has been withdrawn, the president and board of trustees shall establish or modify the pay scale and appropriation for the deputy clerk position as part of the passage of the village's appropriation ordinance. However, the deputy clerk shall not be authorized to work more than 15 hours during any given work week, or in such a manner as to exceed the amount appropriated for that position by the village board of trustees.~~

- **Sec. 2-115. - Village treasurer.**

(a) *Office established.* The village has established the office of village treasurer.

(b) *Bond.* The treasurer, before entering upon the duties of ***their*** ~~his~~ office, shall execute a bond in the amount of $5,000.00 to be provided by the village.

(c) *Deposits; bank designated, liability of treasurer.* The treasurer shall keep all funds and money in ***their*** ~~his~~ custody belonging to the village in such places of deposit as may be designated by ordinance, and, when requested by the treasurer, the corporate authorities shall designate a bank or banks in which may be kept the funds and money of the village, in the custody of the treasurer. When a bank has been designated as a depository, it shall continue as such until ten days have elapsed after a new depository is designated and has qualified by furnishing the statements of resources and liabilities as required by subsection (d) of this section. When a new depository is designated, the corporate authorities shall notify the sureties of the village treasurer of that fact, in writing, at least five days before the transfer of funds. The village treasurer shall be discharged from responsibility for all funds or money which ***their*** ~~he~~ deposits in a

designated bank while the funds and money are so deposited. If village funds or money is deposited in a designated bank, the amount of the deposits shall not exceed 75 percent of the bank's capital stock and surplus, and the treasurer shall be responsible for funds or money deposited in the bank in excess of this limitation.

(d) *Qualifications of bank.* No bank shall be qualified to receive village funds or money until it has furnished the corporate authorities with copies of the last two sworn statements of resources and liabilities which the bank is required to furnish to the state commissioner of banks and trust companies or to the state comptroller of currency. Each bank designated as a depository for the funds or money shall, while acting as the depository, furnish the corporate authorities with a copy of all statements of resources and liabilities which it is required to furnish to the commissioner or the comptroller.

(e) *Term.* The treasurer shall serve for a term of four years, commencing on May 1 of the year in which ***they are*** ~~he is~~ appointed.

- **Sec. 2-116. - Village attorney.**

(a) *Appointment; term.* The president, with the advice and consent of the board, shall appoint a qualified, competent person to be the attorney for the village. The village attorney shall serve in office until his successor has been appointed and has qualified.

(b) *Duties.* The village attorney shall:

(1) Be the legal adviser of the president, the board of trustees and each department of the village in all matters wherein the business of the village is involved. ***They*** ~~he~~ shall, at all times, carefully guard and protect the interests of the village;

(2) Attend all regular meetings of the board, ***unless excused,*** and all special meetings when requested by the board;

(3) Prepare such ordinances as the board may from time to time direct, present them to the board and be prepared to answer any legal questions that may arise in and about the passage of the same and any legal effect and interpretation of the ordinances. All contracts in which the village is a party and all ordinances or resolutions of the village concerning or authorizing the making of a contract shall be drawn by the village attorney, or the draft thereof examined and upon by ***them*** ~~him~~ before the same is made or adopted. All bonds in which the village is a party or interested shall be referred to the village attorney for approval before being approved by the board;

(4) Prosecute and defend, for and on behalf of the village, all suits and proceedings in any court. ***The village attorney*** ~~He~~ shall not be required to prosecute any suit or proceeding when, upon investigation of all the facts in the case, he becomes satisfied that there is no cause of action on the part of the village, unless he is required to do so by the president ***and Board of Trustees***. The village attorney may discontinue any suit or proceeding upon any terms as ***they*** ~~he~~ shall deem just and equitable, provided that the president may require ***them*** ~~him~~ to prosecute any suit that ***they*** ~~he~~ shall deem necessary to the well-being of the village. When in ***their*** ~~his~~ opinion the public interest requires it, ***the village attorney*** ~~he~~ may appeal any proceeding from the judgment of the circuit court;

(5) Cause execution to issue on all judgments in favor of the village and see that all collections are made. ***They*** ~~he~~ shall have referred to him all court fee bills and other bills of courts for ***their*** ~~his~~ approval before the same are paid; and

(6) Perform all other duties incidental to ***their*** ~~his~~ office which may be required of ***them*** ~~him~~ by law.

(c) *Substitute.* In case of temporary absence or disability, the village attorney may, with the approval of the president, appoint or employ some competent person to act in ***their*** ~~his~~ place. No person shall be appointed or act on behalf of the village as village attorney who is not duly licensed as an attorney under the laws of the state.

- **Sec. 2-117. - Village engineer.**

The president, with the advice and consent of the board, shall appoint a qualified, competent person or firm to be the engineer for the village, who shall serve until his successor has been appointed and has qualified. The village engineer or a representative from his office shall render engineering services for the village or its officials on a consultant basis.

- **Sec. 2-118. - Retirement.**

The village shall participate in the state municipal retirement fund. The standard for participation therein shall be a position normally requiring performance of duty for 1,000 hours per year.

- **Sec. 2-119. - Commencement of terms for newly elected officers.**

The term of village officers shall begin with the ***first regularly scheduled Board meeting following certification of biennial municipal election results by the county election official following April elections.*** ~~second meeting in April following the proclamation of the results of the regular municipal election at which the officers were elected.~~

- **Sec. 2-120. - Administrative hearing officer.**

(a) *Creation of position; duties generally.* The position of administrative hearing officer is created to hear and adjudicate allegations of code violations brought by the village and to impose fines, costs and penalties for such violations as are proven.

(b) *Appointment.* The administrative hearing officer shall be appointed by the village president and the village president is authorized and empowered to appoint, with the advice and consent of the village board of trustees, an individual or firm to provide the services of administrative hearing officer as an independent contractor on a part-time basis with such individual or firm to serve as the pleasure of the village president. The position of administrative hearing officer shall not be a civil service position and the village president shall hav

the authority to remove, replace or reappoint such individual or firm from time to time as he, in his sole discretion, may choose with any new appointment subject to the advice and consent of the village board of trustees.

(c) *Qualifications.* Every hearing officer must be an attorney licensed to practice law in the state for at least three years. Prior to conducting any proceedings, the hearing officers shall successfully complete a formal training program that includes the following:

(1) Instruction on the rules of procedure of the hearing that they will conduct;

(2) Orientation to each subject area of the code violations that they will administer;

(3) Observation of administrative hearings; and

(4) Participation in hypothetical cases, including rules on evidence and issuing final orders.

(d) *Other duties.* The administrative hearing officer shall additionally act as a hearing officer under the Public Safety Employee Benefits Act, 820 ILCS 320/1 et seq. He shall hold a hearing and make a determination if an employee subject to the Act is entitled to the benefits provided by the Act. The decision may be appealed to the circuit court under the provisions of 735 ILCS 5/3-101 through 5/3-113.

- **Sec. 2-121. - Village administrator.**

(1) **Creation of position.**

There is hereby created the position of village administrator, who shall be the chief administrative officer of the village. Any references in the Village Code of Ordinances or any other ordinance or document to the title of director of village services and personnel shall mean village administrator.

(2) Appointment and selection of village administrator.

(a) The village administrator shall be chosen solely on the basis of executive and administrative qualifications with special reference to actual experience in, and knowledge of, accepted practices with respect to the duties as set forth herein and in the position description as established from time to time by the village president and village board.

(b) The village president *and the Village Board of Trustees* shall appoint the village administrator *by majority vote of the corporate authorities* ~~with the advice and consent of the village board.~~ *The village's corporate authorities shall determine a method and process for recruiting, screening, interviewing and selecting potential candidates for the position of village administrator, and select other person(s) who may assist the corporate authorities in the selection.* The appointment shall be dependent upon the applicant's acceptance of the terms of a "letter of agreement — conditions of employment" that will be negotiated between the applicant and the village ~~*president*~~. Such letter shall be approved by majority vote of the village

board. The "letter of agreement — conditions of employment" will further define and explain conditions of employment, but may not override, circumvent or subvert any parts of this article.

(c) At the time of appointment, the village administrator need not be a resident of the Village of Roscoe. During the tenure of the appointment, the village administrator may be required to reside within the corporate boundaries of Village of Roscoe, or outside those boundaries, solely in conformance with the terms of the "letter of agreement — conditions of employment."

(d) In the event of the short-term and temporary absence of the village administrator, the village administrator may appoint a *department head* ~~member of the village staff~~ as acting village administrator. In the event of the extended absence of the village administrator, or the death, disability, or abandonment of position by the village administrator, or in the event the position becomes permanently vacant for any other reason, the village president *and the Village Trustees may* ~~may act as village administrator or~~ appoint an interim village administrator who shall serve until the village administrator returns or until a new permanent village administrator appointment is made.

(3) Tenure of position.

The village president may remove the village administrator at any time with the advice and consent of the village board.

(4) Compensation.

The village administrator shall receive such compensation as the village president and village board shall fix from time to time by ordinance, or in the "letter of agreement—conditions of employment" document approved by the Village Board.

(5) Powers and duties—Generally.

The village administrator shall be the chief administrative officer of the village and shall be responsible for supervising and coordinating the work of all departments of the village. To that end, the village administrator shall have the authority and shall be required to:

(a) Enforce all the laws and ordinances of the village.

(b) Attend all meetings of the corporate authorities unless excused by the village president. Provide the corporate authorities all information related to matters under consideration as well as matters that come to the attention of the village administrator that require policy consideration by the corporate authorities. In consultation with the village president and trustees, the village administrator shall be responsible for preparing the agenda for all regular, committee of the whole, and special meetings of the village board and shall be entitled to notice of all regular or special meetings of the village board.

(c) Recommend to the village president and board of trustees, adoption of such measures deemed necessary or expedient for the health, safety or welfare of the community, or for the improvement of services to the community.

(d) At the request of the village president and village board, recommend officers of the village who are required to be appointed and recommend the removal or suspension of any such officer to the village president and village board when such removal or suspension will be consistent with the best interests of the village. All recommendations for appointment or removal shall be based upon merit and upon qualifications or disqualifications of such officer. Supervise all appointed officers of the village and all village employees, and all persons shall perform their duties subject to the village administrator's direction, except as otherwise provided or required by statute. At the request of the village president and village board, the village administrator will make reports concerning appointed officers and employees of the village.

(e) Appoint, discipline, and remove all appointed employees of the village provided that this authority shall not extend to the chief of police, or to sworn officers in the police department, or department heads, or other employees appointed by the village president with the advice and consent of the village board; but the village administrator may make recommendations to the village president and village board as to appointment, discipline or removal of such excluded appointed employees.

(f) Settle questions as to the respective powers or duties of any appointed officer of the village and to delegate to any such officer any duty which is to be performed when no specific officer has been directed to perform the duty. Unless otherwise directed by the village president and village board, the village administrator shall exercise the power, authority, and duties of any department head during the time when the office of such department head is vacant, except in the police department.

(g) Direct, supervise, and coordinate the administration of all departments, offices, and agencies of the village ensuring that all municipal services and programs are efficiently and effectively managed, except as otherwise provided by law, including the direction and coordination of all village-wide and interdepartmental projects, programs, policies, and administrative matters which are applicable to all departments.

(h) Make recommendations to the village president and village board concerning compensation for each appointive office and position in the village not otherwise provided for by statute or ordinance of the village.

(i) Recommend to the village president and village board, the creating, consolidating and combining of offices, positions, departments or units of the village.

(j) Monitor the affairs of the village or any department or division thereof. Investigate or provide for the investigation of a complaints in relation to matters concerning the administration of the government of the village, and in regard to service

maintained by the public utilities in the village, and see that all franchises, permits or privileges granted by the village are faithfully observed.

(k) Supervise the purchase of all services, materials, supplies and equipment for which the funds provided are included in the annual budget; let contracts for operation and maintenance of village services for amounts less than twenty thousand dollars ($20,000.00) so long as they are authorized by the village budget; receive, open and review bids for purchases or service contracts, or delegate this responsibility to the appropriate department head; and advise the village board on the advantages and/or disadvantages of a contract or vendor proposal on which bids have been received. No purchase shall be made, contract let, or obligation incurred that first requires the village board approving a budget amendment authorizing supplemental funds. No purchase, acquisition, construction or any contract of any type shall be made in excess of twenty thousand dollars ($20,000.00) except by approval of the village board or in the case of public emergency when affirmed by the village president and subsequently ratified by the village board. A public emergency shall mean an unexpected event which places human safety or property in immediate risk of harm. The village administrator shall issue such rules governing purchasing.

(l) The village administrator, in cooperation with the village treasurer, shall prepare for consideration of the village president and village board on or before January 1 each year, an annual operating and capital budget which shall include a five-year capital improvements program (CIP); prepare the annual budget adoption ordinance for consideration and enactment; and prepare for consideration and enactment the annual tax levy ordinance and appropriations ordinance. For the purpose of preparing the annual budget and ordinances, the village administrator is authorized to require all officers and department heads to submit statements of the condition and expenses of their respective offices or departments; a description of proposed village improvements and the probable costs for these improvements, a description of all unperformed contracts; and a statement of all unexpended appropriations of the preceding year. The village administrator shall be responsible for the administration of the annual operational and capital budget.

(m) Submit to the village president and village board, a monthly report highlighting activities of each department.

(n) Represent the village in collective bargaining negotiations, determine from the Village Board appropriate parameters of labor contracts, and return tentatively agreed-upon contracts for the final approval or rejection by the Village Board.

(o) Supervise such other administrative agencies and departments and officers as may be hereafter created by the village board of trustees unless the administration and control of such departments and officers is expressly delegated elsewhere.

(p) Devote full time to the duties of village administrator and shall not engage in any other employment without the written consent of the village board.

(q) Perform such other lawful duties as may be required by resolution, ordinance or direction of the village president and village board.

(6) Conflict of interest.

The village administrator shall not be financially interested, directly or indirectly, in: (a) any existing or prospective business enterprise of an entity or private individual that has any financial, business, or development relationship with the village; or (b) any contract, work or business of the village, or (c) in the sale of any article to the village, or (d) in the purchase of any property belonging to the village, or sold for taxes or assessments, or sold by virtue of legal processes initiated by or with the village.

~~**The village administrator shall not be financially interested, directly or indirectly, in any contract, work or business of the village, or in the sale of any article to the village, or in the purchase of any property belonging to the village, or sold for taxes or assessments, or sold by virtue of legal processes initiated by or with the village.**~~

(7) Performance evaluation.

An initial performance evaluation of the village administrator will be completed by the village president and village board within six (6) months following the first six months of initial appointment. Another performance evaluation will be completed by the village president and village board on the first anniversary of the village administrator's hiring, and thereafter an annual evaluation of the village administrator's performance will be conducted for the duration of the village administrator's appointment. At a minimum, the performance evaluation process will include a written evaluation of the village administrator's work performance during the previous year's rating period, a meeting and discussion with the village president and board of trustees, a review of the village administrator's goals and objectives for the next year's rating period, and a written summary of the evaluation results. *Prior to any village administrator performance evaluation, the village president and village trustees shall all agree (or by majority vote if necessary) upon the details, forms and process for all aspects of the evaluation.* This section shall not be interpreted to grant any substantive employment rights in the village administrator and shall not alter the employment status of the village administrator as set forth in the "letter of agreement — conditions of employment."

~~(a) *Establishment.* The village has created by the president and board of trustees of the village the full-time position of the village administrator, who shall be an employee of the village, and who shall be charged with the implementation of the policies and directives of the president and board of trustees of the village.~~

~~(b) *Selection and appointment; term; removal.*~~

~~(1) Upon a vacancy occurring in the village administrator position, a selection committee consisting of the village president and all villag trustees in office at the time of the vacancy ("selection committee") shall initiate the recruitment process of qualified candidates to fill t position.~~

(2) The selection committee shall then seek out proposals from, and contract with, a qualified executive recruiting firm with knowledge and experience in the area of municipal recruiting. The firm shall be charged with the recruitment of candidates and the preparation of an initial list of no more than five eligible persons qualified for the position to be presented to the selection committee.

(3) The human resources administrator shall then coordinate interviews with the listed candidates to be scheduled with, and at such times that are convenient to the candidate, the village president, the board of trustees, village department heads, and other any other such staff deemed necessary by the village board of trustees.

(4) The selection committee shall then, in consultation with the firm, and in light of and taking into full consideration any responses and comments from the trustees and staff, review and rank the candidates.

(5) The village president and one village trustee selected by a vote of the village board of trustees, and the village's human resources administrator, shall then proceed to negotiate the terms of employment with the top candidate (within those parameters set by the village board of trustees), and bring the name of the candidate and the terms of employment to the village board for approval.

(6) The village board shall then, by an affirmative vote of two-thirds of the village board of trustees then serving, select and appoint the candidate brought before it, or approve the candidate but with conditions to the terms of employment, select an alternate candidate from the list, or reject the full list of candidates, and request that the selection committee recruit and prepare a list of additional candidates.

(7) Once selected, the village administrator shall serve at the pleasure of the village board of trustees and may be removed with or without cause by an affirmative vote of two-thirds of the village board of trustees then serving.

(c) *Duties and responsibilities.* The primary duties and responsibilities of this position shall be set by the village president and board of trustees, and shall include, but not be limited to, the following:

(1) Carrying out the directives and policies of the village president and board of trustees that require administrative implementation, and promptly reporting to the village president and board of trustees any difficulties encountered with such implementation.

(2) Preparation and overseeing the implementation of the annual operating budget in accordance with all statutory requirements and the needs of the village.

(3) Administration of the day-to-day operation of the village.

(4) Increasing the efficiency of the village government according to the best practices in local government.

(5) Promoting the economic and business development of the village through public and private sector cooperation.

(6) Overseeing all aspects of personnel and benefits administration, including, but not limited to, discipline, pay and wage recommendations, health insurance claims, and when necessary, collective bargaining negotiations.

(7) Overseeing the engagement of outside consultants, reviewing bids and proposals, and making selection recommendations for final approval by the village president and board of trustees.

(8) Facilitating and encouraging open communication between village residents and village officials to address complaints, grievances, and other matters of public concern.

(9) Assisting in the preparation of agendas of meeting of the village board and committees.

(10) Assisting as necessary, the president and board of trustees in the carrying out of their statutory duties and responsibilities.

(11) Regularly reporting to the president and board of trustees on the status of projects and activities occurring under the purview of office of the village administrator.

(12) Overseeing the development and maintenance of an organized and informative village website.

(13) Assisting the village president and the village board of trustees in the recruitment of residents for service on appointed village boards and committees (e.g., zoning board of appeals, police and fire commission).

(14) Performing such other duties that may be assigned from time to time by the village president and board of trustees.

(d) *Qualifications/required knowledge and abilities.* Possession of, at a minimum, a bachelor's degree from an accredited college or university in the field of business administration, public administration, finance, or the equivalent in experience and education in a related field.

(e) *Review of performance; evaluation.* The village administrator shall be subject to an annual or semi-annual performance review by the village president and board of trustees, as set forth in the village's personnel handbook, as may be amended from time to time.

(f) *Compensation and benefits.*

(1) The president and village board shall, from time-to-time, review and adjust as necessary the compensation of the village administrator, which shall take into consideration knowledge, qualifications and experience of the person then holding the position.

(2) The village administrator shall be entitled to all benefits for which full-time employees of the village are eligible.

- **Sec. 2-122. - Village comptroller.**

(a) *Office established.* The village has established the office of the village comptroller.

(b) *Appointment; qualifications.*

(1) ~~Unless some person is otherwise appointed and confirmed to serve in such capacity, the village treasurer shall serve ex officio as village comptroller.~~ ***The village president shall appoint a qualified member of the current village administrative staff to serve as village comptroller, with the advice and consent of the Board of Trustees. The village comptroller will be supervised by the village administrator and assist the village treasurer in executing and performing their ~~his/her~~ duties.***

~~(2) In such cases where the office of the village comptroller and village treasurer are to be filled by separate individuals, the village comptroller shall be appointed by the village president with the advice and consent of the village board of trustees.~~

(***2***~~3~~) The comptroller shall have knowledge or experience in budgeting and financial control procedures and practices.

(c) *Compensation.* The comptroller shall receive such compensation for services as may be set from time to time by the village board of trustees. ~~Should the comptroller also serve concurrently in the office of village treasurer, the comptroller shall receive no additional compensation than that received for service as village treasurer.~~

(d) *Bond.* The village comptroller shall furnish a surety bond in the amount of $2,500.00 to be approved by the village board, the bond to be conditioned on the faithful performance of ***their*** ~~***his/her***~~ duties. The premium of the bond shall be paid by the village.

(e) *Duties.* The comptroller shall have the following duties:

(1) *Generally.* All duties as set forth in state law.

(2) *Supervision and financial controls.* In relation only to their duties as set forth herein, the village comptroller shall exercise a general supervision over ~~all the officers and employees of the village charged in any manner with~~ the receipt, collection or disbursement of village revenues and the collection and return of all such revenues into the treasury and shall supervise and control such other officers and employees as the corporate authorities shall, from time to time, authorize, ***in coordination with the village treasurer. The village comptroller shall also assist the village administrator in the preparation of the annual budget and appropriations ordinance.***

~~(3) *Annual budget.*~~

~~a. The comptroller shall prepare the budget annually and submit it to the corporate authorities together with a message describing the important features and be responsible for its administration after adoption.~~

~~b. The village comptroller shall, before the time of making the annual appropriations, to be made by the board of trustees, submit to the president and board of trustees, a report of estimates, as nearly as may be, of monies necessary to defray the expenses of the village during the current fiscal year.~~

(4) *Financial activities.*

a. The comptroller, ***in coordination with the village treasurer,*** shall prepare and submit to the corporate authorities, as of the end of the fiscal year, a complete report on the finances and financial activities of the village for the preceding year.

b. The village comptroller shall, in the report, class the different objects and classes of expenditures, giving as nearly as may be, the amount required for each. For the purpose of making such report, the village comptroller is authorized to require from all officers a statement of the condition and expenses of their respective offices and departments, with any proposed improvements and all probable expense thereof, all contracts made and unfinished, and the amount of any and all unexpended appropriations of the preceding year.

(5) *Financial conditions and future needs.* The village comptroller shall keep the corporate authorities advised of the financial condition and future needs of the village and make recommendations as ***they*** ~~he~~ may deem desirable.

(6) *Documents; books.* The village comptroller shall have the charge, custody and control of all municipal documents, books, and papers of any kind, related to the financial activities of the village, except those of which the custody and control have been given to another officer of the village.

(7) *Accounts.* The village comptroller shall keep strict, accurate and detailed accounts in books to be provided for that purpose, of all the monies of the village received and disbursed, having the same so classified and arranged under proper heading, that the proper debits and credits of each particular fund or account will clearly show from whom and for what account the same was received, or to whom and what account the same was paid. The comptroller's books shall also show the several funds or appropriations of the village, the unexpended balance of each, and the indebtedness of the village, whether bonded or otherwise, and the general financial condition of the village as far as it is ascertainable. The village comptroller shall countersign all vouchers and deliver the same when called, taking a receipt for the same.

(8) *Bonds.* The village comptroller shall keep in the village hall in books kept expressly for such purpose a correct list of all the outstanding bonds of the village, showing the number and amount of each, for and to whom the bonds are issued. When any village bonds are paid or canceled, the books shall show that fact. The comptroller's annual report shall describe particularly the bonds sold during the year and the terms of sale with each and every item of expense thereof.

(9) *Village funds; public money to be kept separate.* The village comptroller shall keep all monies belonging to the village that may be in the comptroller's possession, separate and distinct from the comptroller's own monies, and is prohibited from using either directly or

indirectly, the village money or property in the comptroller's custody or keeping for the comptroller's own or that of any person's benefit or use whatsoever, and shall turn over to the village all interest which shall accrue on monies in the comptroller's hands.

(10) *Other duties.* In addition to the duties specifically enumerated in this section, the village comptroller shall perform any other duties which the board of trustees may prescribe by ordinance, resolution or otherwise.

(f) *Special assessments.*

(1) *Warrants.* The village comptroller shall prepare, collect and execute all special assessments and other warrants which by law, this Code or other ordinances of the village may be executed by a village comptroller.

(2) *Delinquent.* The village comptroller shall annually, within the time required by law, make a written report or list of all delinquent special assessments on all lands, town lots and real property in the village on which the comptroller has been unable to collect the special assessments, with the amount of each, so remaining unpaid, together with the comptroller's warrant, or description of the nature of the warrant, by which the comptroller is authorized to collect the special assessment, to the county collector.

- **Secs. 2-123—2-142. - Reserved.**

- **ARTICLE II. - GIFTS**

- **Sec. 2-143. - State officials and employees' ethics.**

(a) The regulations of 5 ILCS 430/5-15 and 430/10-10—430/10-40 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-1 et seq. (herein "SOEEA"), are adopted by reference and made applicable to the officers and employees of the village to the extent required by 5 ILCS 430/70-5.

(b) The solicitation or acceptance of gifts prohibited to be solicited or accepted under SOEEA, by any officer or any employee of the village, is prohibited.

(c) The offering or making of gifts prohibited to be offered or made to an officer or employee of the village under the SOEEA is prohibited.

(d) The participation in political activities prohibited under the SOEEA by any officer or employee of the village is prohibited.

(e) For purposes of this section, the terms officer and employee be defined as set forth in 5 ILCS 430/70-5.

(f) The penalties for violations of this section shall be the same as those penalties set forth in 5 ILCS 430/50-5 for similar violations of the SOEEA.

(g) This section does not repeal or otherwise amend or modify any existing ordinances or policies that regulate the conduct of village officers and employees. To the extent that any such existing ordinances or policies are less restrictive than this section, however, the provisions of this section shall prevail in accordance with the provisions of 5 ILCS 430/70-5.

(h) Any amendment to the SOEEA that becomes effective after the effective date of the ordinance from which this section is derived shall be incorporated into this section by reference and shall be applicable to the solicitation, acceptance, offering, and making of gifts and to prohibited political activities. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this section by reference without formal action by the corporate authorities of the village.

(i) If the state supreme court declares the SOEEA unconstitutional in its entirety, then this section shall be repealed as of the date that the court's decision becomes final and not subject to any further appeals or rehearings. This section shall be deemed repealed without further action by the village if the SOEEA is found unconstitutional by the state supreme court.

(j) If the state supreme court declares part of the SOEEA unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the SOEEA, then the remainder of the SOEEA as adopted by this section shall remain in full force and effect; however, that part of this section relating to the part of the SOEEA found unconstitutional shall be deemed repealed without further action by the village.

- **Secs. 2-144—2-169. - Reserved.**

- ## CHAPTER 23. - BOARDS, COMMISSIONS, AND SIMILAR BODIES

- ### ARTICLE I. - IN GENERAL

- **Secs. 2-170—2-191. - Reserved.**

- ### ARTICLE II. - BOARD OF FIRE AND POLICE COMMISSIONERS

- **Sec. 2-192. - Creation.**

The village has created a board of fire and police commissioners, consisting of three members whose terms of office shall be three years and until their respective successors are appointed and have qualified.

- **Sec. 2-193. - Qualifications.**

  The members of this board shall possess the qualifications required of other offices of the village, shall take oath or affirmation of office, and give bond in the same manner as other appointive officers of the village. They shall be subject to the removal from office as the other officers.

- **Sec. 2-194. - Appointment of board.**

  The board of fire and police commissioners shall appoint all full-time officers of the police department of the village. All appointments made by the fire and police commissioners shall be from the rank next below that to which the appointment shall be made, other than that of the lowest rank.

- **Sec. 2-195. - Rules.**

  The board of commissioners shall make such rules and make appointments and removals except those herein reserved to the president and board of trustees and shall have any other and further powers as is provided by state law.

- **Sec. 2-196. - Secretary.**

  The board may employ a secretary or may designate one of its own members to act as such. The secretary shall keep the minutes of the board's proceedings, shall be custodian of all papers pertaining to the business of the board, shall keep a record of all examinations held, and shall perform any other duties as the board shall prescribe.

- **Sec. 2-197. - Compensation.**

  The board of commissioners shall each be compensated $60.00 per meeting attended, except that the chairperson of the board of commissioners shall be compensated $80.00 per meeting attended.

- **Secs. 2-198—2-217. - Reserved.**

END OF PART ONE RECOMMENDED REVISIONS TO THE ADMINISTRATIVE TITLE OF THE ROSCOE VILLAGE CODE