

**CITY OF SOUTH BELOIT**  
**AGREEMENT REGARDING SERGEANTS**

**WHEREAS**, the Sergeants have requested that the City of South Beloit make revisions to policies involving various areas related to employment as it pertains to Sergeants with the City of South Beloit Police Department; and

**WHEREAS**, the City of South Beloit now desires to amend policies related to Sergeants employed with the City of South Beloit Police Department in exchange for the Sergeants agreement that they will not file or support the filing of a petition with the Illinois Labor Relations Board seeking representation either in a supervisory unit or a unit of patrol officers or otherwise seek to add other classifications to its current unit (Sergeants) for discussion purposes, absent mutual consent of the City;

**WHEREAS**, the Sergeants' position is that they are "supervisory" employees under Section 3(r) of the Illinois Labor Relations Act and the City agrees with the position that the Sergeants would qualify as "supervisory" employees within the meaning of Section 3(r) of the Illinois Public Labor Relations Act, 5 ILCS 315/3(r); and

**WHEREAS**, the Illinois Public Labor Relations Act does not permit the formation of supervisory bargaining units or the inclusion of supervisors in an employee unit absent employer consent; and

**WHEREAS**, the City will consent to discussions with the Sergeants under the conditions set forth below; and

IT IS AGREED between the parties:

1. The City and Sergeants have reached mutual understandings as to modifications to the benefits currently provided pursuant to City of South Beloit Employee Handbook as they may from time to time be amended and as to the scope and structure of discussions between them. The modifications applicable to the Sergeants and the scope of future discussions between them shall include the following:

- a. Hours of Work and Overtime. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle. The regular work schedule shall consist of not more than 84 hours per fourteen (14) day work cycle as provided by Section 7K of the FLSA. The regular work day shall normally include a thirty (30) minute meal period at times approved by the City. Employees are on-call during meals and shall not be compensated for call-outs during said periods. The failure to secure said meal period shall not result in additional pay. An employee shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all approved hours actually worked in excess of 84 hours actually worked in the regular work

schedule/cycle. Overtime rates are calculated by dividing the annual rate by 2,184 and multiplying the resulting hourly rate by one point five (1.5). Overtime shall be paid in fifteen (15) minute increments. An employee must receive advance approval or authorization to work overtime. 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" except for sick time.

- b. Court Time. If a Sergeant is required by the City to appear in court outside his regular hours of work and in the performance of his official duties (on a matter in which the officer has no personal interest), he shall be paid for all hours actually worked or a minimum of two (2) hours of pay, whichever is greater, at time and one-half his regular hourly rate of pay. The two (2) hour minimum shall not apply to court time which is continuous with the employee's regular hours of work or where the payment overlaps with regular or overtime pay. The City will not change an officer's regular shift schedule starting or ending time solely for the purpose of avoiding the minimum court time guarantee under this section except for court proceedings anticipated to exceed two (2) consecutive days.
- c. Call-In Pay. A Sergeant who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid for all hours worked above his normal hours of work or a minimum of two (2) hours of pay, whichever is greater, at time and one-half the employee's regular straight time hourly rate of pay. This section shall not be applicable to overtime which is scheduled at least 24 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Police Chief or his designee to require correction/completion before the employee's next scheduled shift. The Chief can require the Sergeant to stay the entire two (2) hours if there is a bona fide operational need.
- d. Field Training Officer (F.T.O.) Sergeants serving in the capacity of a Field Training Officer (F.T.O.) shall be compensated an additional one and one half (1.5) hours of pay at the straight time rate of pay for each shift serving as a Field Training Officer (F.T.O.).
- e. Trading Shifts. As per past practice, Sergeants shall be allowed to trade shifts, including with patrol officers, within the same pay period, when it is requested in writing by both employees, signed by the employees involved and approved by the Chief of Police or his/her designee.
- f. No Pyramiding. Compensation shall not be paid at more than one rate of pay or more than once for the same hours under any provisions of this Agreement.

- g. Designation of Holidays. The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Fourth of July	New Year's Eve Day

Eligibility. In order to receive a paid holiday or holiday pay pursuant to Section 3, an employee must work the last scheduled workday preceding the holiday, first scheduled workday following the holiday, and the actual holiday (if scheduled) or be pre-approved for paid leave time on those days.

Paid Holiday or Holiday Pay. Employees covered by this Agreement shall receive eight and four-tenths (8.4) hours holiday pay for all of the designated holidays in Section 1 of this Article.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive one and one-half (1 1/2) times the employee's straight time hourly rate of pay for all hours worked in addition to holiday pay, as provided for above. When an employee is called in from his/her regular day off on the actual day of a holiday the employee shall be paid at an overtime rate of time and one-half (1 1/2) times their regular straight time hourly rate of pay for all hours worked, in addition to Holiday pay.

The holiday shall be defined as beginning twelve (12) midnight (0000 hours) the day of the holiday and ending at 11:59 p.m. (2359 hours) the same day.

- h. Vacations.

- i. Accrual. The amount of vacation time that a Sergeant (working a 12 hour shift) is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

Years of Continuous Service Hire thru 1 year	Monthly Hours Earned	Total Hours of Vacation Per Year
		42

2 thru 6 years	84
7 thru 14 years	126
15 thru 24 years	168
25 years +	210

- ii. Vacation Eligibility. Vacation shall not accumulate during any period when the Sergeant is on layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days or more. (If the Sergeant remains on the payroll but is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not earn vacation leave after the first twelve (12) months.)
- iii. Vacation Pay. Vacation pay shall be paid at the rate of the Sergeant's regular straight-time hourly rate of pay in effect for the employee's regular job classification at the time of the employee's vacation.
- iv. Vacation Scheduling. Employees desiring vacation leave shall submit their requests in writing on the form provided and in accordance with the procedure established by the Police Department.

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference during the advance selection period being made on the basis of the employee's seniority as defined in this Agreement. Initial vacation requests shall be submitted no later than December 1st 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 on or after January 1st, will be granted on a first-come, first-serve basis. Vacation days requested after December 1st should generally be taken in four (4) hour increments but may be taken in a minimum of one (1) hour increments and must be approved in advance by the Police Chief or his designee.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the Police Chief or his designee in order to insure the orderly performance of the services provided by the City. Vacation shall be used for FMLA covered events consistent with the City's FMLA Policy.

- v. Limitation on Accumulation/Payment of Vacation. Vacation should be taken in the calendar year received but employees may carry a maximum of one year plus five (5) days of unused vacation. During January of any calendar year, an employee may request to be paid for a maximum of 42

hours of vacation. Said payment shall be made and vacation delivered within 30 days of said request.

- vi. Pay Upon Termination. Employees shall receive compensation for all earned but unused vacation as of the employee's date of termination.
- vii. Vacation Cancellation. In the case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation in advance of its being taken. The Chief of Police may approve an employee's request to cancel vacation previously approved.
- i. Compensatory Time. At the Sergeant's request, compensatory time may be elected in lieu of overtime. Compensatory time will be calculated at the rate of one and one half (1 ½) hours for each hour of overtime worked. Compensatory time will be allowed to accumulate or "banked" up to a total of twenty-four (24) hours. If banked compensatory time has not been used by December 31 of each year, it shall automatically be paid (cashed) out to the employee, on the first pay period in January of each year, at the rate of pay on the date originally accumulated, thereby returning each employee's compensatory bank time to a zero balance as of December 31.

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

j. Sick Leave

- i. Allowance. An employee, who has completed one (1) full month of continuous service, shall accrue eight and four tenths (8.4) hours of sick leave for each completed month of service, provided that the number of accumulated sick leave hours shall not exceed six

hundred forty (640) hours at any one time. Sick leave shall be allowed only for non-work-related personal illness, injury or disability which renders the employees unable to perform the duties of his position. Sick leave shall be used for FMLA covered events consistent with the City's FMLA Policy.

- ii. Sick Leave Notification. In the event an employee is unable to work due to illness, injury or disability as provided above or due to a death in the immediate family pursuant to Article XIII, Section 3, the employee must notify his immediate supervisor of his absence and the nature of the illness/injury or death, at the earliest possible time, but in the event of illness/injury no later than ninety (90) minutes prior to the start of his scheduled shift. The failure to provide such notification shall result in the employee being off without pay and may subject the employee to discipline as well. The employee must submit a request for sick leave pay as soon as possible upon his return to work, but no later than the first working day following the absence. The request must be made on the form provided by the City and all questions must be answered fully. The claim for sick leave pay must be approved by the immediate supervisor.
- iii. Medical Examination. A doctor's statement (verifying the nature of the illness/injury, that the employee was examined by the physician and that the employee was unable to perform the duties of the position) shall be provided for any use of sick leave of three (3) or more consecutive days at a date and time directed by the Police Chief or his designee, unless specifically excused by the Police Chief or his designee. If the employee does not supply such satisfactory statement/documentation, the request for sick leave may be denied and the time off may be without pay. The employee may also be subject to discipline for failing to supply the statement/documentation. The employee must also provide a satisfactory doctor's statement to the City verifying his fitness for duty prior to being allowed to return to work.
- iv. Abuse of Sick Leave. If an employee is suspected of abuse, or if the employee has frequent, prolonged, repeated, or a pattern of absences, the City reserves the right to take corrective action, including, but not limited to, requiring the employee to provide a physician's statement (verifying the nature of the illness, that the employee was examined by the physician, and that the employee was unable to perform the duties of the position), disapproving the sick leave usage, medical consultations (with a City designated physician, at City expense), and counseling and discipline, up to and including discharge.
- v. Sick Leave Utilization. Sick leave shall be utilized in no less than one (1) hour increments.
- vi. Sick Leave Accrual. An employee shall not be eligible to earn sick leave during any period that an employee is off on sick leave, layoff, suspension or approved leave of absence without pay for thirty (30) consecutive days. If the employee remains on the active

payroll and is receiving compensation for an illness or injury via sick leave or for a work-related injury, the employee shall not continue to earn sick leave after the first twelve (12) months.

- vii. Payment for Medical Examinations. All charges for medical examinations and physician statements shall be at the employee's expense, to the extent not covered by insurance, except as specifically provided otherwise in this Agreement or if the Employer requests the employee to see a doctor of its choosing.

- viii. Sick Leave Incentive. If an employee, who has accumulated 126 hours (15 days) of sick leave and maintained the 126 hours (15 days) balance for one fiscal year, uses no sick leave during the following fiscal year, the employee shall receive 8.4 hours of pay.

- ix. Sick Leave Career Buy-Back. An employee who has accumulated 504 hours of sick leave, shall be compensated at retirement for 126 hours said sick leave at the employee's regular straight time hourly rate of pay. Retirement shall be defined as a minimum of 50 years of age and 20 years of service.

- k. Personal Day. Each employee covered by this Agreement who is employed on or before December 31 shall be granted 24 hours of personal time for use during the following calendar year. Such personal time must be requested and used in six-hour increments and pre-approved by the Police Chief or his designee.

- l. Wages

- 1. Section 1, subsection k of the Agreement relating to wages is replaced in its entirety as follows:

Wages. Sergeant salaries shall be as follows:

**More than Three but Less than Six Years of Prior Service**

- i. Salaries for first year Sergeants with more than three (3) but less than six (6) years in previous service as a patrol officer with the South Beloit Police Department shall be 1% above the rate of pay of an officer paid at the 'after 15 year' rate of pay per the current Collective Bargaining Agreement wage schedule between the City and the Fraternal Order of Police (FOP).
- ii. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 5% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

- iii. Following two complete years of service (730 days) at the rank of Sergeant, thereafter, the salary shall be 8% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- iv. Following three complete years of service (1,095 days) at the rank of Sergeant, thereafter, the salary shall be 10% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

**More than Six but Less than Ten Years of Prior Service**

- v. Salaries for first year Sergeants with more than six (6) but less than ten (10) years in service as a patrol officer with the South Beloit Police Department shall be 5% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement wage schedule between the City and the FOP.
- vi. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 8% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- vii. Following two years of complete service (730 days) at the rank of Sergeant, thereafter, the salary shall be 10% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

**Ten Years or More of Prior Service**

- viii. Salaries for first year Sergeants with at least ten (10) years of service as a patrol officer with the South Beloit Police Department shall be 8% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- ix. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 10% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.



### **Fifteen Years or More of Prior Service**

- x. Salaries for first year Sergeants with at least Fifteen (15) years of service as a patrol officer with the South Beloit Police Department shall be 10% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- xi. Following City approval and execution of a successor Collective Bargaining Agreement with the FOP, all Sergeant wages shall be increased accordingly.

#### **m. Bereavement Leave.**

All employees shall be entitled to take 10 work days (2 weeks) as bereavement leave to (a) attend the funeral or alternative to a funeral of an immediate family member; (b) make arrangements necessitated by the death of an immediate family member; (c) grieve the death of an immediate family member; or (d) be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure; (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; or (vi) a stillbirth. The first three (3) days of leave shall be granted without loss of regular straight time pay as paid bereavement time. Following the first three (3) days of leave, the remaining seven (7) days of leave will be unpaid, or, at the employee's election, will be deducted from the employee's accrued but unused vacation or personal time, if available. Any leave taken pursuant to this section after the employee's vacation and personal time is exhausted shall be unpaid. For purposes of this section, the immediate family shall be defined as spouse or domestic partner, children (including adopted), children of spouse, parents of employee or spouse (including step), brothers or sisters, and grandparents and grandchildren. An employee may be required to provide satisfactory evidence of the death of a member of the immediate family if there is reason to believe abuse of this leave has occurred.

Any leave taken for the purposes outlined in this section shall be completed within sixty (60) days after the date on which the employee receives notice of the event qualifying for leave under this section. An employee shall provide the City with at least forty-eight (48) hours' advance notice of the employee's intention to take leave under this section, unless providing such notice is not reasonable given the circumstances.

An employee shall be entitled up to a maximum of six (6) weeks of bereavement leave during a 12-month period.

2. The Sergeants agree that provided the City continues to honor the provisions of this agreement, the Sergeants will not file or support the filing of a petition with the Illinois Labor Relations Board seeking representation either in a supervisory unit or a unit of patrol officers or otherwise seek to add other classifications to its current unit (Sergeants) for discussion purposes, absent mutual consent of the City.


3. The parties further agree that should the City's collective bargaining agreement with the Fraternal Order of Police be amended in such a way that the provisions contained herein provide a greater benefit than those afforded to the patrol officers, this agreement will be amended to reflect the revisions to the corresponding sections accordingly.
4. All other terms and conditions of employment not otherwise addressed in this Agreement shall be as provided for in the South Beloit Employee Handbook.
5. The parties further agree to meet semi-annually to discuss the terms of this Agreement and any amendments necessary thereto.
6. This Agreement will be in effect for a period of three (3) years absent a mutual agreement to terminate said Agreement sooner.

CITY OF SOUTH BELOIT SERGEANTS



Dated: 08/30/2023

CITY OF SOUTH BELOIT



Dated: 10/2/23



Dated: 08/30/2023



Dated: 9/5/23



Dated: 09/5/23

**FIRST AMENDMENT TO CITY OF SOUTH BELOIT  
AGREEMENT REGARDING SERGEANTS**

**THIS AMENDMENT TO THE CITY OF SOUTH BELOIT AGREEMENT  
REGARDING SERGEANTS** (this "Amendment") executed this 7<sup>th</sup> day of March, 2022, is entered into by and between the City of South Beloit, a municipal corporation (the "City"), and the Sergeants of the South Beloit Police Department (the "Sergeants").

WHEREAS, the City and the Sergeants have previously executed the Agreement on July 5, 2019, (the "Agreement") governing the terms of employment of South Beloit Police Department police officers at the Sergeant rank; and

WHEREAS, the parties to the Agreement believe that it is in the best interest of the parties to amend certain portions of the Agreement relating to wages, Section 1, subsection K of the Agreement, to provide for wage increases to current and future employees at the Sergeant rank; and

WHEREAS, the purpose of the wage increases pursuant to this Amendment are to provide current officers incentive to exceed performance standards and seek promotion and to attract competitive applicants to the South Beloit Police Department; and

WHEREAS, the parties to the Agreement wish to amend the agreement to provide a new subsection outlining the process for shift selection.

NOW THEREFORE, IT IS AGREED between the parties that:

1. Section 1, subsection k of the Agreement relating to wages is replaced in its entirety as follows:

k. Wages. Sergeant salaries shall be as follows:

**More than Three but Less than Six Years of Prior Service**

- i. Salaries for first year Sergeants with more than three (3) but less than six (6) years in previous service as a patrol officer with the South Beloit Police Department shall be 1% above the rate of pay of an officer paid at the 'after 15 year' rate of pay per the current Collective Bargaining Agreement wage schedule between the City and the Fraternal Order of Police (FOP).
- ii. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 4% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

- iii. Following two complete years of service (730 days) at the rank of Sergeant, thereafter, the salary shall be 7% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- iv. Following three complete years of service (1,095 days) at the rank of Sergeant, thereafter, the salary shall be 9% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

**More than Six but Less than Ten Years of Prior Service**

- v. Salaries for first year Sergeants with more than six (6) but less than ten (10) years in service as a patrol officer with the South Beloit Police Department shall be 4% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement wage schedule between the City and the FOP.
- vi. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 7% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- vii. Following two years of complete service (730 days) at the rank of Sergeant, thereafter, the salary shall be 9% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

**Ten Years or More of Prior Service**

- viii. Salaries for first year Sergeants with at least ten (10) years of service as a patrol officer with the South Beloit Police Department shall be 7% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.
- ix. Following one complete year of service (365 days) at the rank of Sergeant, thereafter, the salary shall be 9% above the rate of pay of an officer paid at the 'after 15 years' rate of pay per the current Collective Bargaining Agreement between the City and the FOP.

**Fifteen Years or More of Prior Service**

- x. Salaries for first year Sergeants with at least Fifteen (15) years of service as a patrol officer with the South Beloit Police Department shall be 9% above the rate of pay of an officer paid at the 'after 15 years' rate of pay

per the current Collective Bargaining Agreement between the City and the FOP.

- xi. Following City approval and execution of a successor Collective Bargaining Agreement with the FOP, all Sergeant wages shall be increased accordingly.

2. Section 1 of the Agreement shall be amended to add a new subsection "m" as follows:

m. Shift Selection. Annually, in November, the Chief will request that employees submit a request to the Police Chief or his designee, on a form provided by the Police Department, to be assigned to a particular shift and days off. The Police Chief shall make the final decision on the shift assignment and days off, based upon operational considerations, qualifications and seniority which shall be measured by years of service in the rank of Sergeant. Nothing contained herein shall preclude the Police Chief from later reassigning an employee based upon bona fide operational need.

3. All other terms and conditions of the Agreement not otherwise addressed in this Amendment shall be in full force and effect.
4. If any provision or part of the Amendment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Amendment.

CITY OF SOUTH BELOIT SERGEANTS

CITY OF SOUTH BELOIT

Dated:

3/17/2022

Dated:

3/22/2022

Dated:

3/17/22

Dated: