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ORDINANCE NO. 564

AN ORDINANCE TO ADOPT THE CITY OF LEROY POLICE DEPARTMENT
PERSONNEL POLICY MANUAL

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 7th
DAY OF November, 1994.

PRESENTED: November 7, 1994

PASSED: November 7, 1994

APPROVED: November 7, 1994

RECORDED: November 7, 1994

PUBLISHED: November 7, 1994

In Pamphlet Form

Voting "Aye" 5

Voting "Nay" 0

The undersigned being the duly qualified and acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned ordinance and that such ordinance was presented, passed, approved, recorded and published as above stated.

(SEAL)

X Juanita Bagley
City Clerk of the City of LeRoy,
McLean County, Illinois

Dated: November 7, 1994.

ORDINANCE NO. 564

**AN ORDINANCE TO ADOPT THE CITY OF LEROY POLICE DEPARTMENT
PERSONNEL POLICY MANUAL**

WHEREAS, the Mayor and City Council of the City of LeRoy, McLean County, Illinois, an Illinois municipal corporation, have determined it is in the best interests of the City and its residents to adopt the City of LeRoy Police Department Personnel Policy Manual, and

WHEREAS, the Mayor and City Council of the City of LeRoy Police Department Personnel Policy Manual, as set forth in a copy of the same attached to this ordinance and incorporated in this ordinance by reference, is in the best interest of the City and the administration of its police department, and in the appointment, and termination of appointment, of the marshal and police chief, and of all police officers and special police officers,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of LeRoy, in lawful meeting assembled, as follows:

Section 1. The City of LeRoy Police Department Personnel Policy Manual dated November, 1994, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted by the City Council of the City of LeRoy as the personnel policy guideline for the administration of the police department of the City of LeRoy, and for use in the appointment, discipline, and termination of appointment, of the marshal and police chief, and of the police officers and special police officers, all of the City of LeRoy.

Section 2. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law.

PASSED by the City Council of the City of LeRoy, Illinois, upon the motion by Randy Zimmerman, seconded by Patrick Beaty, by roll call vote on the 7th day of November, 1994, as follows:

Aldermen elected 6 Aldermen present 5

VOTING AYE:

Ronnie Litherland, Patrick Beaty, David McClelland, Randy Zimmerman,
(full names) Lois Parkin

VOTING NAY:

None

(full names)

ABSENT, ABSTAIN, OTHER:

Robert D. Johnson absent

(full names)

and deposited and filed in the office of the City Clerk in said municipality on the 7th day of
November, 1994.

X Juanita Dagley
Juanita Dagley, City Clerk of the City of LeRoy,
McLean County, Illinois

APPROVED BY the Mayor of the City of LeRoy, Illinois, this 7th day of
November, 1994.

X Jerry C. Davis
Jerry C. Davis, Mayor of the City of LeRoy,
McLean County, Illinois

ATTEST: (SEAL)

X Juanita Dagley
Juanita Dagley, City Clerk, City of LeRoy,
McLean County, Illinois

CITY OF LEROY

POLICE DEPARTMENT

PERSONNEL POLICY MANUAL

CITY OF LEROY POLICE DEPARTMENT
PERSONNEL POLICY MANUAL
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LEROY POLICE DEPARTMENT

PERSONNEL POLICY MANUAL

1.1 PURPOSE OF THE PERSONNEL POLICY MANUAL

(a) The purpose of this Personnel Policy Manual is to explain the rights, benefits, opportunities and rules of conduct regarding members of the LeRoy Police Department. These policies are reviewed and updated as appropriate by the City Council of the City of LeRoy. As policies are changed by action of the City Council, notification will be made to all Department members and an updated insert to this manual shall be provided.

(b) As the law enforcement arm of the City of LeRoy, the LeRoy Police Department is committed to serving, protecting and defending the citizens of this community. This requires a high degree of personal and professional integrity on the part of all members of the Department, including protection of confidential information. Ethical, personal conduct by all members of this department is essential. The first responsibility of every member is to become familiar with these personnel policies, as detailed on the following pages. Each member shall be given a copy of the Personnel Policy for his or her own reference.

(c) Department members should read this manual carefully, use it frequently for reference, and become knowledgeable regarding the rules of conduct for the Department.

2.0 THE LEROY POLICE DEPARTMENT

2.1 PURPOSE OF THE LEROY POLICE DEPARTMENT

The purpose of the LeRoy Police Department is to serve in a professional manner dedicated to preserving law and order while protecting the constitutional rights of all citizens within this jurisdiction.

2.2 GOAL AND OBJECTIVES - DESIGN

Successful objectives are based upon goals which have been established after careful analysis of key factors. These factors are derived from directive-type decisions based upon consideration of three basic components of planning and its timely application. These basic components must be constantly reviewed to insure that progress is controlled and growth continuous. These basic components enable command to determine the following:

1. Where the department is now.
2. A specific direction for coordinated movement.
3. The design of a detailed delivery system to accomplish the police

mission.

Our growth, both as individuals and as members of the department, must be a basic objective. Planned growth insures professional knowledge, acquired skills, and increased abilities which are used to further the lawful purpose of the criminal justice system we serve.

3.0 EMPLOYMENT: HIRING, PROMOTION AND NON-DISCIPLINARY TERMINATIONS

3.1 EQUAL EMPLOYMENT OPPORTUNITY

(a) It is the intent of the City of LeRoy that there shall be no discrimination due to race, sex, national origin, religious belief, creed, age, political affiliation or physical handicap in the process of hiring, training, promotion, position classification, recruitment or other personnel practices in the LeRoy Police Department.

(b) It is the policy of the City of LeRoy to assure true equal employment opportunity in all aspects of operations affecting employees.

(c) Selection and appointment to all positions in the Department shall be based solely on position-related requirements and the applicant's ability to demonstrate that he or she possesses the knowledge or other characteristics necessary for successful position performance as determined by the City and its appropriate officers and committees.

(d) The City of LeRoy has established grievance procedures for the police department which are described elsewhere in this manual.

3.2 RECRUITMENT OF NEW EMPLOYEES

(a) To assure a high quality of service to the public, recruitment efforts and publicity on available positions shall be directed to all appropriate sources of applicants. A geographic area as wide as necessary to attract qualified candidates and to assure open opportunity for the public to apply and be considered for appointment on the basis of abilities and potential shall be used. Selection and appointment to all positions shall be based solely upon position-related requirements and the applicant's demonstration that he or she possesses the skill, knowledge, abilities and potential necessary for successful position performance as determined by the City of LeRoy through its appropriate officers and committees.

3.3 JOB DEFINITION

(a) When a vacancy occurs or there is a significant change in a position, the Chief of Police shall review the functions, duties, responsibilities and minimum qualifications of the position to ascertain whether the position description is still accurate or the position is to be redefined or

eliminated. Any subsequent changes in any position description or special qualifications required for that position will be recorded in this Personnel Policy Manual. The minimum qualification and requirements necessary for the successful performance of the position shall be those advertised at the time applicants are sought to fill a vacancy as determined by the City of LeRoy.

3.4 ADVERTISING JOB VACANCIES

(a) In the event of a vacancy, the Chief of Police shall notify the Police Committee, or other appropriate body or officer, of the City and, if the vacancy is to be filled, City shall seek applicants to fill the position.

(b) Advertisement of the position shall include:

1. The position title, classification, responsibilities, salary range.
2. Minimum and special qualifications for the position.
3. The time, place and manner of making applications.
4. The fact that the City of LeRoy is an Equal Opportunity Employer.
5. The date after which no application will be accepted.

(c) Publicity will be carried out in whatever manner is necessary to ensure that all interested and qualified individuals are provided with information about the vacancy. All positions open to the public shall be advertised in local newspapers and may also be listed in professional journals or other publications as deemed appropriate by the City.

3.5 APPLICATION PROCESS

(a) Each applicant for the position shall complete an application form furnished by the LeRoy Police Department. Each applicant shall sign the application certifying the truth of all statements. Deliberately false or misleading statements shall be grounds for rejection of an applicant.

3.6 INITIAL SCREENING REVIEW

(a) Applications shall be reviewed by the Chief of Police and the Police Committee or other appropriate body, or their designee, to determine whether each applicant meets the minimum requirements established for the position. As a result of this initial screening, a list of certified eligible applicants shall be established.

3.7 SELECTION FOR EMPLOYMENT

(a) Oral interviews shall be scheduled from a "final eligibility register" of candidates successfully completing the orientation, written and physical aptitude tests.

(b) Candidates shall be listed in order of excellence based on their final weighted score and the addition of the five (5) veteran and cadet preference points as prescribed by law where applicable.

(c) All vacancies in the Department shall be filled by individuals from the register in the order in which their names appear on the register. The order of appearance on the register shall be based upon the numerical order in which applicants meet all requirements as established by the City.

3.8 NOTIFICATION OF EMPLOYMENT

(a) All candidates shall be informed by the City, or its designee, of their selection or non-selection for the position after the selection process is completed.

3.9 AGREEMENT TO TERMS OF EMPLOYMENT

(a) Following final selection of a candidate, the Chief of Police shall meet with the new member and (1) review the position description; (2) discuss the wage or salary agreement for this position; (3) offer an overview of Department personnel policies; and (4) provide the new member with a personnel packet. The new member shall sign his or her position description and wage or salary agreement.

(b) A personnel packet shall be given to every new member. The packet shall include:

1. A copy of the LeRoy Police Department Personnel Manual.
2. A copy of the position description for the applicant's new position.
3. A copy of the official rules and regulations.
4. A copy of the official policies and procedures.

3.10 PHYSICAL EXAMINATIONS

(a) Applicants for original appointment shall be required to submit to a physical and medical examination by a licensed physician appointed by the City.

(b) Applicants for a position must meet valid standards of health and physical aptitude.

(c) Every year after the first examination, the member may be asked to obtain another complete examination. The member should in all cases return the results of each physical examination to the LeRoy Police Department for inclusion in his or her personnel file. Negative results detrimental to position performance, in the opinion of the Chief of Police, can be cause for termination.

(d) The Chief of Police or Police Committee may at any time request a member to take tests for vision, hearing or any other psychological or physical function directly related to satisfactory performance in a specified position.

3.11 PROBATIONARY PERIOD

- (a) The probationary period is an integral part of the selection procedure, allowing training, observation and evaluation of a member's performance in order to determine fitness for permanent status in the position.
- (b) During the probationary period, a member may be terminated without notice by the Police Committee.
- (c) Any member who has been serving in a probationary status for a period of twelve (12) consecutive months may be eligible for permanent status in that position.

3.12 PROBATIONARY PERIOD EVALUATIONS

- (a) During the probationary period, a new member shall receive at least three (3) formal evaluations, by appropriate supervisors, which clearly inform the member regarding the quality of work performance and needed areas of improvement. The evaluation shall be based on the written position description signed by the member. The member shall sign the evaluation form at the conclusion of each evaluation session. If the member does not concur with the assessment, he or she should submit a written statement which reflects his or her own perceptions of progress and needed improvements, for inclusion in his or her personnel file.
- (b) In addition to adequate performance in relation to position description, a member on probationary status shall also be evaluated on attendance at work, ability to relate to the public and other Department members and City staff, ability to implement supervisor suggestions or directives, and promptness in completing assignments.

3.13 FINAL PERFORMANCE APPRAISAL DURING PROBATIONARY PERIOD

- (a) Ten (10) days prior to the end of the probationary period, the supervisor shall complete a final performance appraisal stating in writing that:
 1. The member's performance is satisfactory and the individual should be retained as a permanent member in his or her classification; or,
 2. The member's performance or conduct is unsatisfactory and his or her removal is proposed as of a specific date prior to the end of the probationary period. The supervisor shall furnish reasons for recommended removal. The City may then terminate employment; or,
 3. The member's performance requires further observation and should be extended, not to exceed six (6) additional months. The supervisor shall furnish reasons for the recommended extension.The City shall then make the final decision and notify the member in writing.

3.14 IN-SERVICE TRAINING FOR NEW MEMBERS

(a) New sworn members shall be expected to have completed, or to attend and successfully complete, Police Training Institute training sessions and members shall participate in local programs or meetings which relate to their position. The intensity and type of in-service training for Department members shall be determined by the Chief of Police and the Police Committee, subject to review and approval by the City Council. Transportation, hotel, meals and registration fees may be reimbursed by the City of LeRoy, if applicable.

3.15 PERSONNEL RECORDS FOR NEW MEMBERS

(a) A record of the recruitment, selection, appointment and evaluation procedures used for all members on probationary status shall be maintained by the LeRoy Police Department. All personnel records shall be regarded as confidential, and access to such records shall be granted by the Chief of Police only for clearly appropriate reasons.

(b) The record maintained by the Department shall include:

1. A copy of the position description which has been signed by the member and Police Chief;
2. Copies of evaluation reports completed during the probationary period and signed by the member and Police Chief;
3. Letters of reference;
4. Application form completed by new member ;
5. Physical examination reports;
6. Wage/salary agreement signed by the member and Chief of Police; and
7. Written warnings of disciplinary action, if any, signed by the member and the Chief of Police.

3.16 RECORDS OF UNSUCCESSFUL APPLICANTS

(a) The City shall maintain a record for each vacancy advertised of (1) advertisements for the position; (2) letters of non-acceptance sent to candidates; and (3) copies of the rating sheets used in selection and rejection of candidates. These records shall be retained for a period of not less than one (1) year.

3.17 DEMOTIONS

(a) A member may be demoted for unsatisfactory position performance or by voluntary request. In the case of demotion for unsatisfactory performance, the member shall be provided with written documentation as part of the regular supervisory review process.

3.18 REDUCTIONS IN FORCE

(a) The term "RIF" means the non-voluntary (and non-disciplinary) separation of a member or members from the active force due to a reduction in the number of members in the force. Such reduction in the force, which may be either permanent or temporary in nature, depending upon the circumstances surrounding the reduction, may be attributable to such factors as:

1. Termination of a position or positions due to a lack of work, a lack of funds or a combination of both.
2. Elimination of a position or positions due to merger, reorganization, consolidation of positions, installation of new equipment or machinery, curtailment or replacement of existing facilities, the development of new facilities or the contracting of services.

(b) A RIF is considered a temporary separation from service and does not become a formal dismissal and permanent separation from service until the conclusion or termination of a member's RIF status.

(c) Members on temporary, provisional and other appointments of less than permanent status shall be the first to be separated due to a RIF. Factors which determine a member's retention are: (1) ability to perform his or her needed duties; (2) performance ratings; and (3) length of service.

3.19 SENIORITY

Seniority shall be established by the date the member entered on duty. In the event two or more affected members entered on the same date, a secondary ranking shall be used. The secondary ranking shall be based on the numerical ranking from the most recent performance rating.

3.20 REHIRES AFTER LAY-OFF OR REDUCTION IN FORCE

In no case should a reduction in force be construed as a dismissal for unsatisfactory performance. Members who are laid off shall be given priority consideration for subsequent vacancies in the class from which they were laid off, with preference given up to twelve (12) months after lay-off.

3.21 EMPLOYEE EVALUATION PROCESS (PERMANENT EMPLOYEE)

(a) All permanent members of the City of LeRoy Police Department shall be given a formal, annual review by appropriate supervisors. Performance shall be judged on the basis of well-defined criteria which relate specifically to position descriptions and departmental goals. A written summary of the review shall be signed by the member and his or her supervisor. This summary shall be included in the personnel record of the member.

(b) At the discretion of the Chief of Police, special evaluations may be given to permanent members:

1. When documented deficiencies noted between formal annual reviews affect performance; or

2. To measure temporary assignment/transfer performance.

3.22 VOLUNTARY OR NON-VOLUNTARY TERMINATION OF A MEMBER'S APPOINTMENT

(a) An member may terminate his or her appointment to the City of LeRoy police force with full-fringe benefits by giving two (2) weeks notice in writing to the Chief of Police. Full fringe benefits shall consist of payment for the pro-rated, accumulated vacation pay from his or her anniversary date to date of termination and one-half the number of unused earned sick leave days after two (2) years of employment.

(b) Members may be asked to terminate their service for non-disciplinary reasons--deteriorating health, for example. The LeRoy Police Department must give two (2) weeks notice, whenever possible. Probationary members may be terminated without notice.

3.23 COMPENSATION AT TERMINATION

(a) The final paycheck for a member shall be issued on the regular payday following termination. After the probationary period has been completed, a new member may receive full compensation at termination for pro-rated unused vacation time and sick leave days as indicated above. Members who fail to give two (2) weeks notice waive their right to pro-rated unused vacation time and sick leave pay.

4.0 DISCIPLINE

The disciplinary process applies to all members except the Chief of Police. The Chief of Police shall meet with the Police Committee of the City of LeRoy in the event a member receiving a suspension or suspension with a recommendation for discharge appeals the decision (as provided in Sections 4.6(b) and 4.8 below).

4.1 GENERAL PHILOSOPHY OF THE CITY OF LEROY POLICE DEPARTMENT REGARDING CONDUCT OF MEMBERS

In daily work routines, members are expected to keep personal business separate and distinct from their duties and places of duty. Members should be steadily going about their duties other than during permitted lunch or relaxation periods. Records must be maintained accurately and in good order; dress while on duty should be appropriate; and relations with other members of the department, including supervisors, and the general public should be positive and cooperative.

4.2 CAUSES FOR INITIATION OF DISCIPLINARY ACTION

The LeRoy Police Department or City of LeRoy may discipline any member for just cause. In this regard, members who violate the established rules and regulations, policies and procedures of the City or of the Department, are negligent in the performance of their duties or in the use of departmental equipment, are insubordinate, or are otherwise involved in acts which reflect discredit upon the Department or are a direct hindrance to the effective performance of its functions, shall be subject to disciplinary action.

4.3 CHOICE OF DISCIPLINARY ACTION TAKEN

The LeRoy Police Department believes in the concept of progressive disciplinary action and, to the extent circumstances warrant it, the Department shall impose disciplinary action in a progressive manner. However, each infraction giving rise to a cause for disciplinary action must be judged on its own facts and merits. A major or particularly serious infraction, or a series of repeated infractions, may warrant a more severe disciplinary action. The Chief of Police may initiate disciplinary action at any stage from oral reprimand to termination of employment.

4.4 ORAL REPRIMAND

An "oral reprimand" represents an oral admonishment and warning which is usually given to a member in the case of a minor infraction or repeated lesser infractions. An "oral reprimand" shall be noted in writing and the notation placed in the member's personnel file.

4.5 WRITTEN REPRIMAND

A "written reprimand" represents a written admonishment and warning which is usually given to a member in the case of a significant infraction or of repeated minor infractions. A written copy of the reprimand shall be placed in the member's personnel file and shall be a permanent part thereof.

4.6 SUSPENSION

(a) A "suspension" represents a required temporary absence from duty without pay which is usually imposed upon a member as a penalty for a serious infraction or for repeated minor infractions. A "suspension" may be for any period of time up to a maximum of five (5) calendar days. Written notice of the suspension and when it is to begin must be given to the member at least six (6) calendar days before the suspension is to begin.

(b) Any police officer so suspended may appeal to the Police Committee for a review within five (5) days after receipt of the notice of the suspension. The notice of appeal must be filed, in writing, with the City Clerk within the five (5) day time limit indicated above. Commencement of the

suspension shall be postponed until the appeal has been considered by the Police Committee and action taken on the appeal.

4.7 SUSPENSION WITH A RECOMMENDATION FOR DISCHARGE

A "suspension with a recommendation for discharge" represents a required absence from duty without pay which is usually imposed upon a member as a penalty for a major infraction or for repeated serious infractions.

4.8 INVOLUNTARY TERMINATION

(a) All involuntary terminations shall be preceded by a five (5) day suspension with a recommendation for discharge. The Chief of Police shall recommend the effective date of termination and the terms of termination. All earned sick leave benefits shall be cancelled when involuntary termination occurs for disciplinary reasons. A copy of the written notice of involuntary termination shall be retained by the LeRoy Police Department for permanent inclusion in the member's personnel file.

(b) The suspension with a recommendation for discharge shall be given in the same manner as required for a suspension (Section 4.6 (a) above), and, if appealed, must be appealed as per the procedure set forth in Section 4.6(b) above for officers.

4.9 DISAGREEMENTS AMONG DEPARTMENT MEMBERS AND MEMBER'S DISSATISFACTION

(a) Department members are strongly encouraged to use staff meetings, supervisory evaluation sessions, and other opportunities for open communication to express complaints. Most disagreements between members can be resolved by a frank discussion of differences between the parties concerned. Where questions of administrative procedure or supervisory authority are also involved, it may be necessary to involve additional members.

(b) The Chief of Police should be directly involved in resolution of complaints concerning personal relationships only as a final resort or when other avenues of discussion have failed or are inappropriate. If a complaint is brought to the Chief of Police, the member should submit his or her concerns in writing. The complaint shall receive action from the Chief of Police within seven (7) working days after it is brought to his or her attention.

4.10 FORMAL GRIEVANCES

(a) A formal grievance concerning hours, working conditions or continuation of a member's appointment may be initiated by any member of the LeRoy Police Department. It is intended that

the system be objective and unbiased and provide for a timely resolution of the grievance. The objective of the system is to promote sound relations among department members.

(b) Disciplinary actions including, but not limited to, oral and/or written reprimands are not subject to the terms of this grievance procedure and may not be the subject of a formal grievance.

(c) Procedures are designed to resolve grievances at the level at which they arise. Issues are taken to the succeeding levels only if the grievance remains unresolved. Members shall not suffer any sanctions after filing a grievance.

(d) No grievance shall be entertained or processed unless submitted within five (5) working days from the date that the member knew or should have known of the event giving rise to the grievance.

(e) In seeking redress, the member should state the problem clearly, concisely and with particular attention to all pertinent information. The written statement of issues should also contain a statement indicating the resolution/redress sought by the member .

(f) The following steps should be taken by any member wishing to express a formal grievance:

Step 1: Notification of the Chief of Police shall be submitted, in writing, within five (5) working days as indicated in (d) above. The Chief of Police shall hold a private discussion with the member. Following the discussion of the problem, the Chief of Police shall prepare a summary of the meeting and the decisions reached. The summary should then be signed by the member and by the Chief of Police.

Step 2: If the grievance is unresolved by Step 1, within five (5) working days after receipt of a copy of the written summary of the meeting, the member shall, within two (2) working days after receipt of the summary, take the issue to the Police Committee. The written request for review forwarded to the Police Committee shall contain a copy of the original grievance, as submitted, and a copy of the summary prepared by the Chief of Police and signed by both parties.

Step 3: The Police Committee shall, within ten (10) working days after receipt of the request, render a finding and disposition, in writing, to the parties involved. The Police Committee members shall not discuss the problem with the department member until the member has exhausted all previous remedies, unless the particular situation requires such action. If Step 3 does not resolve the issue, then written documentation, as indicated previously, should be submitted to the City Council of the City of LeRoy within five (5) working days after receipt by the member of the written decision of the Police Committee.

Step 4: Following receipt of the written materials by the City Council, the council shall, within twenty-one (21) working days, examine documentation pertinent to the issues to be resolved. The council, shall, after the review, render such decision(s) as may be appropriate and forward such decision(s), in writing, to all interested parties within fifteen (15) working days following the date

of the review. The decision of the council shall conclude the Formal Grievance procedure of the LeRoy Police Department.

5.0 WORKING HOURS, COMPENSATION AND EMPLOYEE BENEFITS

5.1 WORKING HOURS

(a) The basic duty week of the LeRoy Police Department is 42 3/4 hours per week (seven consecutive days for members). The payment of overtime or departures from this basic schedule must be approved by the Chief of Police.

(b) Members of the Department shall be paid overtime for hours beyond 85 1/2 hours in a two (2) week pay period and for such holidays as are from time to time indicated by the City Council.

Members of the Police Department shall be paid for overtime, to include the following as well:

1. When attending department staff meetings at times other than scheduled duty hours.
2. When presenting community and department programs at times other than scheduled duty hours.
3. When attending any firearms/range activity at times other than scheduled duty hours.
4. When attending any off-duty training related to the member's duties and approved by the Chief of Police.

(c) All members of the department shall have 30 minutes for lunch, and may take two 15 minute breaks a day, as needed, to maintain efficiency.

5.2 ATTENDANCE DURING SCHEDULED DUTY HOURS

(a) Prompt and regular attendance for duty hours is essential to the functioning of the Department. Members must inform the LeRoy Police Department should they be delayed in arriving for duty or expect to be absent. Calls should be placed at least 30 minutes prior to scheduled starting time on the day duty shall be missed.

(b) Absence or lateness without notice can result in disciplinary action, including oral reprimand, written reprimand, suspension without pay, or suspension with a recommendation for discharge. Four days' lateness or one (1) day's absence without notice and/or without reasonable justification in any thirty (30) day period shall be considered cause for disciplinary action.

5.3 COMPENSATION

(a) The pay structure of the LeRoy Police Department is set annually by the City Council. Specific information with respect to pay grades may be obtained from the City of LeRoy Clerk's Office.

(b) The City operates with an every two week pay period. Paydays shall be every other Friday. If those days are holidays, paydays shall be the last working day before those dates. If a payday

occurs when a member plans to be on vacation, the clerk's office shall be able to issue a pay check before the member leaves.

(c) In the event a member feels an error has been made in payroll computation, he/she should contact the LeRoy Police Chief as soon as possible. The necessary payroll corrections shall be made on the following paycheck.

5.4 PAYROLL DEDUCTIONS-MANDATORY

(a) IMRF. All members contribute a portion of their salary to the Illinois Municipal Retirement Fund (IMRF). A portion of this contribution goes to the member's Social Security earnings and the remainder goes toward his or her IMRF retirement policy. The City also pays an equivalent portion. More detailed information can be obtained at the City Clerk's Office.

(b) FEDERAL/STATE WITHHOLDING. On or prior to the first day of work, the member must complete Federal and State income tax withholding statements indicating Social Security number, marital status and the number of tax exemptions claimed. By January 31 of each year, the member shall receive a W-2 form showing his or her taxable gross earnings for the year and the total amount of Federal and State taxes withheld. This form is required for completion of the member's Federal and State Income Tax Returns.

5.5 EMPLOYER-FUNDED HEALTH BENEFITS

(a) All full-time members shall be eligible to receive paid health insurance coverage under the group health insurance plan of the City of LeRoy. This coverage includes the following benefits for department members:

1. Life Insurance. In the event of a member's death from any cause, his or her beneficiary shall receive \$10,000.00.
 2. Health Insurance. Coverage is provided in the areas listed below. For specific information as to the Schedule of Benefits and co-payment limits consult the program information packet with which members are provided.
 - a. Hospital Inpatient Services
 - b. Inpatient Mental Health Services
 - c. Outpatient Mental Health Services
 - d. Hospital Emergency Room Services
 - e. Prescription Drug Services
 - f. Dental Services
- (b) The services listed above are augmented by others which change from time to time with reference to frequency of use, geographic limits, medical necessity provisions and other eligibility

requirements. Dependents may be covered where eligibility is established, and when this coverage is afforded the City of LeRoy may pay a portion of this dependent coverage.

(c) For any question with respect to coverage, enrollment, usage and limits as well as dependent provisions contact the office of the City Clerk of LeRoy or the insurance carrier.

5.6 OTHER FRINGE BENEFITS

(a) All full-time members of the LeRoy Police Department shall receive a uniform allowance. This allowance shall be paid for the purchase and maintenance of uniforms.

(b) In the event that eyeglasses are damaged or broken during the regular course of work, the Department shall pay to have eyeglasses repaired. In the event that such eyeglasses are damaged beyond repair, the Department shall purchase new prescription glasses of equal value to those damaged, but shall not pay for prescription changes and eye examinations.

(c) Maternity leave shall be treated as a temporary illness, and the woman is eligible for full sick leave benefits. If sick leave has been exhausted or the member elects not to use accrued benefits, maternity leave without pay shall be granted. Any female member may request maternity leave for any number of days not exceeding one month (30 calendar days). Should the member wish more extended leave, the request may be submitted for four (4) months, which shall begin two (2) months prior to and extend two (2) months beyond the expected date of delivery.

Female members are eligible for maternity leave for pregnancy, miscarriages, childbirth, postpartum recovery or infant care up to two (2) months after delivery. A physician must confirm the presence of one of these qualifying conditions.

A member wishing maternity leave should notify the Police Chief, in writing, three months prior to expected date of delivery, or as soon as possible prior to confinement for miscarriage. A written statement from the physician must be obtained stating when the member may safely return to work. A pregnant member may continue to work as long as her attending physician considers her able to perform normal duties. The physician should indicate in his or her statement the latest possible date leave should begin.

5.7 WORKERS' COMPENSATION

(a) Any illness or injuries which occur as a consequence of service for the City of LeRoy, while the individual is serving as a member of the LeRoy Police Department, should be reported immediately to the LeRoy Police Department. A report of the accident or injury should be completed, and, when appropriate, the City shall file the report with the workers' Compensation insurance carrier.

(b) In the event the work-related accident or illness results in loss of time from work, the member should obtain a written physician's statement giving expected date of return. The insurance carrier shall begin compensation payments for loss of pay after the first three days of absence; should the member's incapacitation last beyond two weeks, the carrier shall then make retroactive payments for the first three (3) days. In the event lost time is less than the two weeks available sick leave shall be utilized to recover lost wages.

(c) No income or Social Security taxes are due on workers' Compensation payments. The amount of compensation is determined by state law and shall generally not be equal to the member's normal salary.

(d) Medical expenses for treatment of duty-related accidents or illness may be paid under workers' Compensation. The doctor or the hospital shall receive payment directly from the insurance carrier. Length of treatment and illnesses or injuries compensable are defined by state law.

(e) Additional questions regarding workers' Compensation benefits should be addressed to the city clerk's office.

5.8 SALARY AND SALARY INCREASES, HOLIDAYS, VACATION LEAVE, DISABILITY BENEFITS, BENEFITS AT TIME OF TERMINATION OF AN OFFICER'S POSITION WITH THE CITY, SICK LEAVE, PENSION BENEFITS, PERSONAL LEAVE, AND PAID LEAVE FOR ANNUAL MILITARY RESERVE TRAINING OR SPECIAL DUTY, AS WELL AS IN-SERVICE TRAINING AND OTHER SIMILAR BENEFITS AND FRINGE BENEFITS

Salary and salary increases, holidays, vacation leave, disability benefits, benefits at time of termination of an officer's position with the City, sick leave, pension benefits, personal leave, and paid leave for annual military reserve training or special duty, as well as in-service training, and other similar benefits and fringe benefits, shall be as established from time to time by City ordinances, policies and regulations.

5.9 SAFETY PERSONNEL AND EQUIPMENT

(a) Treatment for On-the-Job Accidents - Personnel

An accident or injury occurring in the offices of the LeRoy Police Department, or as part of a member's duty activities elsewhere, shall be reported to the Chief of Police as soon as possible. The report of the incident shall be made within twenty-four (24) hours after it occurs. The report and any related documentation shall be placed in the member's personnel record. Where appropriate, the carrier for Workers' Compensation shall also be notified.

(b) If the accident or injury causes loss of time from work, the member must obtain a written statement from his or her physician stating the date on which he/she may return to duty. Any

medical bills incurred as a result of the accident or injury shall be submitted to the City of LeRoy. The insurance carrier for Workers' Compensation shall reimburse the doctor or hospital directly.

(c) Maintenance and Placement of Equipment

All City owned equipment, including motor vehicles, shall be maintained so as to comply with generally accepted safety requirements for the protection of Department members and the public. All members shall use their assigned equipment in a responsible and professional manner which includes but is not limited to the proper use and operation of all equipment in accordance with applicable operating procedures, and the prompt reporting of any observed maintenance problems or needed repairs.

(d) For safety purposes, the Chief of Police shall periodically review assigned equipment and the placement of equipment within all squad cars. Any changes in the use or placement of equipment shall be at the sole discretion of the Chief of Police.

5.10 GENERAL RULES AND PROCEDURES

The Code of Ethics, Professional Standards of Duty Performance, and Rules and Regulations of the LeRoy Police Department, as contained in the Performance Manual of Rules and Regulations, Policies and Procedures, shall be considered as part of this Personnel Policy Manual.

In the interest of brevity, these codes, standards, rules and regulations shall not be duplicated here. It should be assumed by all Department members that these items as applicable to police department personnel are of equal weight and authority with the provisions of this Personnel Policy Manual.

CERTIFICATE

I, Juanita Dagley, certify that I am the duly elected and acting municipal clerk of the City of LeRoy, of McLean County, Illinois.

I further certify that on November 7, 1994, the Corporate Authorities of such municipality passed and approved Ordinance No. 564, entitled:

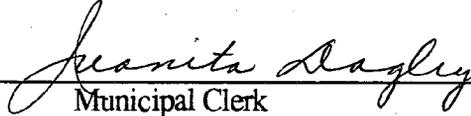
AN ORDINANCE TO ADOPT THE CITY OF LEROY POLICE DEPARTMENT PERSONNEL POLICY MANUAL,

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 564, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on November 7, 1994, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at LeRoy, Illinois, this 7th day of November, 1994

(SEAL)


Municipal Clerk

STATE OF ILLINOIS)
) SS:
COUNTY OF McLEAN)

I, Juanita Dagley, do hereby certify that I am the duly qualified and acting City Clerk of the City of LeRoy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of an ordinance entitled:

**AN ORDINANCE TO ADOPT THE CITY OF LEROY POLICE DEPARTMENT
PERSONNEL POLICY MANUAL.**

I do further certify said ordinance was adopted by the City Council of the City of LeRoy at a regular meeting on the ____ day of _____, 1994, and prior to the making of this certificate the said ordinance was spread at length upon the permanent records of said City where it now appears and remains as a faithful record of said ordinance in the record books.

Dated this _____ day of _____, 1994.

X _____
City Clerk

(SEAL)