

**Chief of Police
Employment Contract**

Introduction

This Agreement, made and entered into this 2nd day of January, 2024, by and between the City of Monmouth of Illinois, a municipal corporation, (hereinafter called "the Employer") and JOSEPH L. SWITZER, (hereinafter called "the Employee") an individual who has education, training and experience in police department training, and is qualified to serve as the Chief of the Monmouth Police Department, agree as follows:

Section 1: Term

The term of this agreement shall be for a period of twenty-eight (28) months from January 2, 2024 to April 20, 2026. This Agreement shall automatically terminate on April 30, 2026 unless mutually extended in writing by the Employer and Employee.

Section 2: Duties and Authority

Employer agrees to employ JOSEPH L. SWITZER Police Chief to perform the functions and duties specified in the ordinance that created the position of Police Chief of the Monmouth Police Department, and any amendments thereto, and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

The Employer agrees to increase Employee's annual base salary at a percentage rate commensurate with the Employer's other management employees on May 1st of each year. The Employee's salary will be payable in installments on the Employer's regular payroll intervals and in accordance with the Employer's regular payroll practices for the Employer's other management employees, minus deductions required by law. The Employee's base salary for this agreement is \$92,568.86.

Section 4: Health, Disability and Life Insurance Benefits

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, prescription drug program, and comprehensive medical insurance for the Employee. The Employee may enroll his immediate family in the Employer's group health insurance plan, however the Employee shall be responsible for the cost of said family's coverage, at the Employer's standard rates as may be set from time to time, with said payment deducted from the Employee's paycheck.

Section 5: Vacation, Sick, Personal and Holiday

- A. The Employee shall continue to earn thirty (30) vacation days per year at a rate of 20 hours per month. If the Employee does not use all thirty (30) vacation days during any

one (1) year period from May 1st through April 30th of each year of this Agreement, the Employee may elect to be compensated for up to ten (10) unused vacation days at the Employee's then annual rate of compensation. In the event of the termination of this Agreement, the Employee shall be entitled to payment for any unused vacation days.

- B. The Employee shall continue to earn twelve (12) sick days and four (4) personal days per year, provided, however, that the total number of accumulated sick leave shall not exceed a maximum of 130 days. The Employee currently has 130 accrued sick days and shall not earn any further sick days unless he uses days from his accumulated sick day bank, which shall only be sufficient to restore the 130 day maximum limit. The Employee's personal days shall not accrue to the Employee. Any unused personal days shall not carry over to the next year.
- C. Upon retirement, all unused sick days, up to 130 days, will be paid out to the Employee at the rate of \$50/day.

Section 6: Retirement

The Employer agrees to enroll the Employee into the applicable state and or local retirement system and to make the required employer contributions. The Employer agrees to make the required Employee deductions on the Employees behalf.

Section 7: General Business Expenses

- A. The Employer agrees to budget for and to pay for travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, not to exceed \$1,000.00 annually.
- B. The Employer also agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, not to exceed \$1,000.00, annually.
- C. The Employer recognizes that certain out of pocket job related expenses may be incurred by the Employee, and the Employer agrees to reimburse the Employee for any out of pocket job related expenses.
- D. The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs and national, state, and local police service organizations. Accordingly, the Employer shall pay for reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs and national, state, and local police service organizations.
- E. The Employer shall provide the Employee with a computer, necessary software, and fax/modem, required for the Employee to perform the job and to maintain

communication. The Employee agrees that his use of said computer, software, and fax/modem, shall be limited to official business of the Employer only.

- F. The Employer will provide the Employee with his daily and dress uniforms, including shirts, pants, jackets, coats, hats, badges, collar brass, insignias, and other uniform requirements as require by the Employer's Police Department's policies.
- G. The Employer shall provide the Employee a monthly telecommunications stipend of \$50.00 for cellular phone service.

Section 8: Termination

Termination of this Agreement shall occur for any of the following reasons:

- A. The majority of the City of Monmouth, Illinois City Council votes to terminate the Employee at a duly authorized public meeting; or
- B. The City Council asks for the resignation of the Employee and the City Council then accepts said resignation; or
- C. The resignation of the Employee; or
- D. The death of the Employee;
- E. The expiration of the term of this Agreement as set forth in Section 1. above.

Section 9: Notice of Termination of Agreement

If this Agreement is terminated pursuant to Section 8, subparagraph A, the Employer shall provide a minimum of thirty (30) days notice to the Employee unless the parties agree otherwise. If this Agreement is terminated pursuant to Section 8, subparagraph C, the Employee shall provide a minimum of thirty (30) days notice to the Employer unless the parties agree otherwise.

Section 10: Performance Evaluation

The Employer shall review the performance of the Employee in March of each year. The performance review shall include at a minimum a written evaluation and a meeting to discuss the written evaluation.

Section 11: Hours of Work

The Employee shall complete a minimum of forty (40) hours of work per week during the term of this Agreement, save vacation, holiday, sick, and personal leave. However, the Employer and the Employee agree that the Employee must devote time outside the normal office hours of 8:00 a.m. to 4:30 p.m., and accordingly the Employee is granted the power to establish an appropriate work schedule for himself.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. The Employer, however, recognizes that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community. Accordingly, the Employee may elect to accept limited teaching, consulting or other business opportunities, provided said engagements neither interfere with the Employee's employment under this agreement nor place the Employee in conflict of interest with the Employer.

Section 13: Residency

The Employee agrees to establish and maintain residence within the corporate boundaries of the City of Monmouth during the term of this agreement.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Monmouth Charter or any other law.

Section 16: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the term of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their respective heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** The Agreement becomes effective as of January 2, 2024.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect.

E. Governing Law. The Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Illinois.

IN WITNESS WHEREOF, the City of Monmouth has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYER:
CITY OF MONMOUTH

EMPLOYEE:
CHIEF OF POLICE

By: _____
Rod Davies, Its Mayor



Joseph L. Switzer

ATTEST:

By: _____
Susan S. Trevor, Its City Clerk