

REGULAR BOARD MEETING AGENDA - JULY 7, 2014 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 - 1. June 2, 2014 - Regular Board Meeting - **Exhibit A**
 - 4- 2. June 16, 2014- Regular Board Meeting - Unavailable
5. Finance
 - 5 - 1. Finance Committee Meeting - Wednesday, June 25, 2014- 5:30 p.m. - **Exhibit B**
 - 5 – a. Board Report - MFT: 4,843.48
 - 5 - b. Board Report - General: \$ 417,504.93
6. Treasurer's Report
7. Attorney's Report - Executive Session to Discuss Collective Negotiating Matters between the Public Body and its Employees or Their Representatives, 5 ILCS 120/2(c)(2) and Litigation, 5 ILCS 120/2-(c)(11)
8. ESDA Report
9. Public Participation
10. Reports and Correspondence
 - 10 - 1. Zoning Administrator's Report - **Exhibit C**
11. Recommendations of Boards and Commissions - None.
12. Contracts, Releases, Agreements and Annexations - see Resolutions and Ordinances below
13. Bids -
 - 13 - 1. MET Bids - **Exhibit D**
14. Resolutions -
 - 14 - 1. Resolution #14-07: A Resolution Authorizing the Village to Enter into and the Mayor to Execute an Intergovernmental Agreement between the Village and Metropolitan Enforcement Group of Southwestern Illinois – **Exhibit E**
 - 14 - 2. Resolution #14-08: A Resolution Authorizing the Village to Enter into and the **Village** Administrator To Execute the AT&T Mutual Non-Disclosure Agreement - **Exhibit E.1**
 - 14 - 3. Resolution #14-09: A Resolution Authorizing the Village Administrator to Negotiate the AT&T Joint Use Pole Agreement and further Authorize the Village Administrator to Execute said Agreement - **Exhibit E.2**
15. Ordinances -
 - 15 - 1. Ordinance #1508: An Ordinance Approving and Authorizing the Village to Enter into and the Mayor to Execute a Collective Bargaining Agreement - Public Works - **Exhibit F**
 - 15 - 2. Ordinance #1509: An Ordinance Approving and Authorizing the Village to Enter into and the Mayor to Execute a Collective Bargaining Agreement - Office Staff - **Exhibit G**
 - 15 - 3. Ordinance #1510: An Ordinance Abating the Taxes Heretofore Levied for the Year 2014 to Pay Debt Service on General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2014 of the Village of Freeburg - **Exhibit H**
16. Old Business
17. New Business
18. Appointments - None.
19. Committee Meeting Minutes/Recommendations -
 - 19 - 1. Electric Committee Meeting - Wednesday, June 11, 2014 - 5:30 p.m. - **Exhibit I**
 - 19 - 2. Water/Sewer Committee Meeting - Wednesday, June 11, 2014 - 6:00 p.m. - **Exhibit J**
 - 19 - 3. Streets Committee Meeting - Wednesday, June 11, 2014 - 6:30 p.m. - **Exhibit K**
 - 19 - 4. Legal/Ordinance Committee Meeting - Wednesday, June 25, 2014 - 5:00 p.m. - **Exhibit L**
 - 19 - 5. Personnel/Police Committee Meeting - Wednesday, June 25, 2014 - 6:00 p.m. - **Exhibit M**
 - 19-5a. Recommend Part-time Police Officers Hire
20. Upcoming Meetings
 - 20 - 1. Electric Committee Meeting - Wednesday, July 16, 2014 - 5:30 p.m.
 - 20 - 2. Water/Sewer Committee Meeting - Wednesday, July 16, 2014 - 6:00 p.m.
 - 20 - 3. Streets Committee Meeting - Wednesday, July 16, 2014- 6:30 p.m.
 - 20 - 4. Board Meeting - Monday, July 21, 2014- 7:30 p.m.

21. Village President's and Trustees' Comments

22. Staff Comments

23. Adjournment

At said Board Meeting, the Village Board of Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 - (c)(3)]; personnel [5 ILCS, 120/2 - (c)(1)a]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 1LCS, 120/2- (c)(5)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

EXHIBIT A
VILLAGE ADMINISTRATOR
Tony Fund erburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, RC

FREEBURG REGULAR BOARD MEETING Monday, June 2, 2014 at 7:30 P.M. Board Meeting Minutes

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, June 2, 2014 in the Freeburg Municipal Board Room.

PLEDGE OF ALLEGIANCE: Those present and the Board Members recited the Pledge of Allegiance.

ROLL CALL: Trustee Dean Pruett — here; Trustee Ramon Matchett, Jr. here; Trustee Mike Blaies — here; Trustee Matt Trout — here; Trustee Elizabeth Niebruegge — here; Mayor Seth Speiser here; (6 present, 0 absent). Mayor Speiser announced there is a quorum. Trustee Steve Smith enter into Executive Session meeting at 7:39 p.m.

EXHIBIT A:
Mayor Speiser stated we have the minutes for approval from the Regular Board meeting Monday, May 19, 2014.

Trustee Mike Blaies motioned to accept the minutes from the Regular Board Meeting Monday, May 19, 2014 with corrections and Trustee Elizabeth Niebruegge seconded All voting aye, the motion carried.

EXHIBIT B:
FINANCE: Mayor Speiser stated we will wait on Trustee Smith before we discuss Finance.

EXHIBIT C:
TREASURER'S REPORT: Mayor Speiser said Treasurer Bryan Vogel passed out the Monthly Treasure's Reports for July, August and September 2013 at the last board meeting to be reviewed by the Village Board.

Trustee Elizabeth Niebrugge motioned to accept the July, August and September of 2013 Treasurer 's Report's and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.

ATTORNEY'S REPORT: None.

Village of Freeburg Board Meeting Minutes
Monday, June 2, 2014
Page 1 of 6

**REGULAR BOARD MEETING
EXECUTIVE SESSION
7:36 P.M.**

*Trustee Ramon Matchett, Jr. motioned to go into Executive Session to discuss Personnel [5 ILCS, 120/2 — (c)(1)], Negotiating Matters [5 ILCS, 120/2 — (c)(2)] and Real Estate Transactions [5 ILCS, 120/2- (c)(5)] and Trustee Dean Pruett seconded the motion. **ROLL CALL:** Trustee Ramon Matchett — aye; Trustee Dean Pruett — aye; Trustee Mike Blaies — aye; Trustee Matt Trout - aye; Trustee Elizabeth Niebruegge — aye; (5 ayes, 0 nays, 0 absent). All voting aye, motion carried. Trustee Steve Smith enter Executive Session at 7:39 p.m.*

**EXECUTIVE SESSION ENDED
8:03 P.M.**

Trustee Mike Blaies motioned to reconvene the Regular Board Meeting at 8:04 p.m. and Trustee Matt Trout seconded the motion. All voting aye, the motion carried.

Mayor Speiser stated we will go back to Exhibit **B** Finance.

FINANCE:

1. Review of Board Lists: Trustee Smith said we talked about the Board List.
2. Review of Investments: Trustee Smith said we talked about the Review of Investments and we don't have anything until 2015.
3. Income Statements: Trustee Smith said we discussed the Income Statement,

OLD BUSINESS;

1. Sign at Industrial Park: Trustee Smith state that Tony was getting quotes on the sign.

NEW BUSINESS:

Trustee Smith said we talked about the two ordinances that will be brought up later on the agenda.

ESDA REPORT: Coordinator Gene Kramer gave everyone an update of the weather. Gene said on May 21 NWS issued a severe thunderstorm warning for east central St. Clair County this warning did not include the Freeburg area. There were no shelter operations due to the fact that our area was not in the warning area and was not close to the NE movement of the severe, hail producing cells. Gene said that late this coming Wednesday night into Thursday we should receive some where between 3 to 6 inches of rain. Gene talked about the Animal Waiver and Release of Liability form for the residents who wish to bring their pets to the shelter.

PULIC PARTICIPATION: Rick Trout to the floor to discuss that there is a possibilities of a stop sign going up at Meadow Ridge and Oak Brook. He would like to know if there was some kind of study done in that location that calls for a stop sign.

Rick said the street is only three blocks long. Rick said he has lived there for 18 years and there has never been an accident and we do not see people speeding down the road. He really don't think we need a stop sign in that location. Trustee Smith said he received a few calls about people speeding on that road. Steve said he walks his dog around Meadow Brook down to Red Oak to Meadow Ridge and people drive way to fast. Steve said the parties that made the phone calls; said they would like to have a stop sign put in that location to try and slow the drivers down. Steve said he has experience this first hand how fast they drive down the street. Rick asked you tried to place one of our law enforcements officers out there to slow them down. Steve said it only works when they are there. Rick said he talked to 3 residents on his street and 1 on Meadow Ridge street they are against having a stop sign put at that location. Steve said it would saves life's, all it would take is one kid to get hit there. Rick said he understands that point, but we haven't had any problems like that. We would just like to have the board reconsider not putting a stop sign at that locations.

EXHIBIT D:

REPORTS AND CORRESPONDENCE: Mayor Speiser said next we have our Zoning Administrator's Report. Zoning Administrator Henning said he did do the judging for the best yard at the Freeburg Community Trailer Court. Gary said several residents at the trailer court out did them self's on their yard. Gary said it was vary hard to make a final decision on the winner. Zoning Administrator Henning said that Pickers on Wheels opened last Thursday. They will be opened for summer and fall.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None

CONTRACTS, RELEASES, AGREEMENTS AND ANNEXATIONS: See Ordinances

BIDS: Mayor Speiser stated he would like to have a motion to go out for bid on Cell Tower purchase

Trustee Smith said before we voted he would like to ask a question. Steve asked Tony if he was able to find a realtor to give us the value on the Tower. Tony said we don't own the Tower we own the land and the real value is in the Tower.

Trustee Matt Trout motioned to Publish bids for the sell of the Cell Tower and for a survey of a legal description and Trustee Dean Pruett seconded the motion. ROLL CALL: Trustee Matt Trout — aye; Trustee Dean Pruett — aye; Trustee Elizabeth Niebruegge — aye; Trustee Steve Smith — aye; Trustee Mike Blaies — aye; Trustee Ramon Matchett, Jr. — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

RESOLUTIONS: None.

EXHIBIT E:

ORDINANCES:

Mayor Speiser stated we have Ordinance 41499. An Ordinance Annexing Certain Territory To The Village Of Freeburg, St. Clair County, Illinois. (Jessica Pollock Property).

Trustee Mike Blaies motioned to adopt Ordinance #1499 by title only and Trustee Dean Pruett seconded the motion. ROLL CALL: Trustee Mike Blaies — aye; Trustee Dean Pruett — aye; Trustee Ramon Matchett, Jr. — aye; Trustee Steve Smith — aye; Trustee Matt Trout — aye; Trustee Elizabeth Niebruegge — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXHIBIT F:
ORDINANCES:**

Mayor Speiser stated we have Ordinance #1500. An Ordinance Ascertainning the Prevailing Rate Of Wages In And Around The Village of Freeburg.

Trustee Mike Blaies motioned to adopt Ordinance #1500 by title only and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Mike Blaies — aye; Trustee Matt Trout — aye; Trustee Steve Smith — aye; Trustee Elizabeth Niebruegge — aye; Trustee Dean Pruett — aye; Trustee Ramon Matchett, Jr. — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXHIBIT G:
ORDINANCES:**

Mayor Speiser stated we have Ordinance #1501. An Ordinance Amending Title VII, Chapter 73 Of The Revised Code Of The Village Of Freeburg, St. Clair County, Illinois, Traffic Schedules.

Trustee Elizabeth Niebruegge motioned to table Ordinance #1501 and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Elizabeth Niebruegge — aye; Trustee Matt Trout — aye; Trustee Mike Blaies — aye; Trustee Ramon Matchett, Jr. — aye; Trustee Dean Pruett — aye; Trustee Steve Smith — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXHIBIT H:
ORDINANCES:**

Mayor Speiser stated we have Ordinance #1502. An Ordinance Of The Board Of Trustees Of The Village Of Freeburg, Illinois, Authorizing The Village To Enter Into And The Mayor and /or Administrator To Execute An Agreement Between The Village of Freeburg And Pepsi Beverages Company.

Trustee Elizabeth Niebruegge motioned to adopt Ordinance #1502 by title only and Trustee Matt Trout seconded the motion. ROLL CALL: Trustee Elizabeth Niebruegge — aye; Trustee Matt Trout — aye; Trustee Steve Smith — aye; Trustee Mike Blaies — aye; Trustee Dean Pruett — aye; Trustee Ramon Matchett, Jr. — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

**EXHIBIT I:
ORDINANCES:**

Mayor Speiser stated we have Ordinance #1503. An Ordinance Of The Board Of Trustees Of The Village Of Freeburg, Illinois, Approving And Authorizing The Village To Enter Into And The Mayor To Execute A Collective Bargaining Agreement Between The Village of Freeburg And The Policeman's Benevolent Labor Committee.

Trustee Mike Blaies motioned to adopt Ordinance #1503 by title only and Trustee Ramon Matchett, Jr. seconded the motion. ROLL CALL: Trustee Mike Blaies — aye; Trustee Ramon Matchett, Jr. — aye; Trustee Dean Pruett — aye; Trustee Steve Smith — aye; Trustee Elizabeth Niebruegge — aye; Trustee Matt Trout — aye; (6 ayes, 0 nays, 0 absent). All voting aye, motion carried.

OLD BUSINESSES: None.

NEW BUSINESSES: None.

APPOINTMENTS - None.

COMMITTEE MEETING REPORT:

EXHIBIT J:

Legal/Ordinance Committee Meeting: (Annexation; Building, Zoning; Subdivision)

Trustee Matt Trout called the meeting of the Legal and Ordinance Committee to order at 5:00 p.m. on Wednesday, May 28, 2014.

The following items were talked about or discussed:

OLD BUSINESS:

1. Status of Public Hazard Home: Trustee Trout stated the owner of 924 Promontary Pines Dr, has obtained the final inspection stickers from St. Clair Clair County and an Occupancy Permit was issued.

2. Update Code Book: Trustee Trout said Village Administrator Funderburg will come up with a plan on what is going to be discussed at each utility committee meeting.

NEW BUSINESS:

Trustee Trout said we already took care of Ordinance #1499 earlier on the agenda.

Trustee Trout stated that there is property for sale on Peabody Road and the committee talked about using it for a bike trail.

EXHIBIT K:

Personnel & Public Safety Committee Meeting

Trustee Ramon Matchett called the meeting of the Personnel/Public Safety Committee to order at 6:00 p.m. on Wednesday, May 28, 2014.

The following items were talked about or discussed under:

POLICE:

OLD BUSINESS: None.

NEW BUSINESS:

1. Request for "Slow-Children Playing Sign," at Draco/Willow: Trustee Matchett said we had a request to have a Slow-Children Playing Sign and Chief Donald was fine with the request.

2. Stop sign at Meadow Ridge/Red Oak: Trustee Matchett this has been tabled for now.

PERSONNEL: OLD BUSINESS:

1. Executive Session: Trustee Matchett said we held an Executive Session to discuss Police and Personnel 5 ILCS 120/2-(C) (1) and Collective Negotiating Matters between the Public Body and its Employees or their Representatives, 5 ILCS 120/2 — (C)(2).

UPCOMING MEETINGS:

Electric Committee Meeting — Wednesday, June 11, 2014 — 5:30 p.m.

Water/Sewer Committee Meeting — Wednesday, June 11, 2014— 6:00 p.m.

Streets Committee Meeting — Wednesday, June 11, 2014 - 6:30 p.m.

Board Meeting Monday, June 16, 2014— 7:30 p.m.

VILLAGE MAYOR & TRUSTEES' COMMENTS:

DUE TO MALFUNCTIONING OF THE COMPUTER COMMENTS DID NOT RECORD.

Trustee Elizabeth Niebruegge — Malfunctioning

Trustee Steve Smith —

Trustee Matt Trout —

Village Clerk Jerry Menard —

Mayor Seth Speiser —

Trustee Mike Blaies —

Trustee Ramon Matchett —

Trustee Dean Pruett —

STAFF COMMENTS:

Village Administrator Funderburg:

Attorney Manion —

Public Works Director John Tolan: -

Zoning Administrator Gary Henning —

ADJOURNMENT:

Mayor Speiser called for motion to adjourn the meeting.

Trustee Matt Trout motioned to adjourn the meeting at 8:34 p.m. and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, motion carried.

h enard
Village Clerk



VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

EXHIBIT B

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Totan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.O

Finance Committee Meeting
(Finance/Industrial Park/Economic Development/Budget)
Smith/Niebruegge/Trout
Wednesday, June 25, 2014 at 5:30 p.m.

Chairperson Steve Smith officially called the meeting of the Finance Committee to order at 5:30 p.m. on Wednesday, June 25, 2014. Those in attendance were Chairperson Steve Smith, Trustee Matt Trout, Trustee Elizabeth Niebruegge (absent), Mayor Seth Speiser, Treasurer Bryan Vogel (absent), Trustee Mike Blaies, Trustee Ray Matchett, Trustee Dean Pruett, Village Clerk Jerry Menard, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Poison. Guest present: Janet Baechle.

A. REVIEW OF BOARD LISTS: The Board Lists were reviewed by the committee. The following expenses were questioned: Belleville Honda, \$91.06 - starter mechanism for weed sprayer; Express Design, \$507.75 t-shirts for the Public Works employees; Regions - \$6040.84 - typically used for all office supplies, classes, Ace Hardware charges; Municipal Electronics, \$20.13 - Julie will check on that; United Systems, \$10,917.30 - Itron water meters; Recreonics, \$2196.50 - basketball hoop, lane ropes and pool supplies; Mednik Riverbend, \$180.66- rags, company used to be Cardinal Wiping Cloth.

B. REVIEW OF INVESTMENTS: We don't have anything until 2015.

C. INCOME STATEMENT: Steve questioned the legal expense in the water fund which is at 49% and Julie said we only have \$3,000 budgeted in water so it is being used up more quickly.

D. TREASURER'S REPORT:

1. Pledged Securities: Julie will put an updated report in everyone's mailbox.

E. OLD BUSINESS:

1. Approval of May 28, 2014 Minutes. Trustee *Matt Trout motioned to approve the May 28, 2014 minutes and Trustee Steve Smith seconded the* motion. All voting aye, the motion carried.

2. Attorney Invoices: Copies were provided.

3. Sian at Industrial Park: Tony received a new bid of \$12,900 for a sign. Our budget is only \$5,000. The committee discussed whether we want to have one sign with just Freeburg Industrial Park on it or have one that includes each individual business. Trustee Matchett said they were promised a sign when they purchased a lot. We will look to see if we can find that in any of our files. No decisions were made on which type of sign we are going with.

4. Website update: Tony advised the design has been submitted and the website is being built. Once it is finished, everyone will have the opportunity to view and explore the website before it goes live. There will be an area on the website that provides links to all of the other organizations.
5. American Tower offer: Tony advised we are waiting on Gale Hake to get us the dimensions of the property so we can move forward with putting this out for bid.
6. Azavar Audit Solutions: Tony has not heard back from Azavar. The committee asked for this item to be taken off the agenda until we hear from them again.
7. IMRF Information: Julie advised she and Tony need to talk to IMRF about the net unfunded liability.

F. NEW BUSINESS:

1. Illinois Enterprise Zone: Tony stated the DCEO has an enterprise zone program. The problem is we do not qualify for one. The only way we would be able to qualify is if we joined in with surrounding communities like Smithton and Hecker. The enterprise zone would be an opportunity for us to build our infrastructure as well as help the individual businesses offset some of their start-up costs. He is going to meet with Keith Moran to see if we can create one. The deadline for the DCEO application is December 31, 2014.
2. Server/Wi-Fi for Village: Tony explained our Server is old and struggling. He checked with Computype and they told him it is backing up at their location. He had two other firms inspect our system and stated it isn't backing up. Tony had Computron quote a new system and advised the committee this is the firm that Wei'muenster Law Group uses. They came in at \$15,000 and we only have \$5,000 in the budget. He said we do have another \$10,000 coming into the budget from the sale of a lot at the Industrial Park. We need to be protected and make sure our network is secure.
3. Phone System: Cornputron also handles voice over internet phone systems. That is another system that is aging and the software is out of date. The phone system has been out at the old plant for quite a while and we need to get this resolved.

G. PUBLIC PARTICIPATION: None,

H. ADJOURN: *Trustee Matt Trout* motioned to *adjourn the meeting* at 6:01 p.m. and *Trustee Steve Smith* seconded the motion. All voting aye, the motion carried.

PeiLa

Julie Polson
Office Manager

DESCRIPTION	AMOUNT
CREDIT BALANCE REFUND	89.86
	.00
	89.86

Vendor No: Chk:47613 - 05/28/14

Total: 89.86

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

THIS CHECK MUST BE CASHED WITHIN 60 DAYS

PAYABLE AT: Citizen's Community Bank

CHECK NO. **047613**
47613

VILLAGE OF titiF3G
618539-5545
14 -thg6te tdr ."
Freeburg, IL 6223

Freeburg, IL MM
DATE: 36/6113

Pay exactly ** 89 Dollars and 85 cents

DATE	AMOUNT
05/28/14	\$89 6*

PAY TO THE ORDER OF

RENEE DARLINGTON

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

DESCRIPTION	AMOUNT
CREDIT BALANCE REFUND	84.35
	.00
	84.35

Vendor No: Chk:47614 — 05/28/14 Total 84.35

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

THIS CHECK MUST BE CASHED WITHIN 60 DAYS.

PAYABLE AT: Citkelle Community Bank

CHECK NO. 0 614

70-2536410

VILLAGE OF FREEBURG

618-539,6545
14 Soir(hgate Centec.
Repburg:11,62243...:-

Pay exactly *****84 Dollars and 35 cents

DATE	AMOUNT
05/28/14	\$84.35**

PAY TO THE ORDER OF

AMY MCDONALD

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

DESCRIPTION	AMOUNT
CREDIT BALANCE REFUND	34.06
	.00
	34.06

Vendor No: Chk:47615 05/28/14 Total: 34.06

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

VILL OF "FRE epRG

618,539554
14 Sioulhgat6 Center
Freeburg;1062243

THIS CHECK MUST BE
CASHED WITHIN 60 DAYS

PAYABLE AT:
Citizens Community Bank
620 N. State
Freeburg, IL 62243
70-2536/810

CHECK NO. **047615**
47615

Pay exactly *****34 Dollars and 06 cents

DATE	AMOUNT
05/28/14	\$34.06*

PAY
TO
THE
ORDER
OF

STEVEN HODGE



PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

-----DESCRIPTION-----			AMOUNT-
CREDIT BALANCE REFUND	63.51	.00	63.51

Vendor No: Chk:47616 05/28/14 Total : 63.51

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER -

VILLAGE OF

618-539-5545
14 Southgate Center
Freeburg, IL 62243

Pay exactly *****.63 Dollars and 51 cents

PLEASE CASHED WITHIN 60 DAYS

PAYABLE AT:
Citizens Community Bank
620.111, State
Freeburg, IL 62246
70:2536/800r

CHECK NO. **047616**

DATE	AMOUNT
05/28/14	\$63.51**

PAY TO THE ORDER OF

FREEBURG NBC , , LLC
PO BOX 457
CEDAREIDGE , , CO 81413 7.0457

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

SYS DATE: 05/28/14
 FROM: 04/28/14

Village of Freeburg
 A / P BOARD LIST
 REGISTER # 354
 Wednesday May 28, 2014

SYS TIME: 14:53
 [NB]

TO: 06/28/14

PAGE 1

PAYABLE TO INV NO	GL NO	CHECK DATE DESCRIPTION	CHECK NO	AMOUNT	DISTR
CLARKE MOSQUITO CONTROL 5060296	01-41-656	05/28/14 ST CHEMICALS	47617	3467.68	3467.68
CLEAN THE UNIFORM CO 31622954	51-42-471 52-43-471 53-40-471 51-42-652 52-43-652 53-40-652	05/28/14 WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL WR OPERATING SUPPLIES SR OPERATING SUPPLIES EL OPERATING SUPPLIES	47618	1255.34	85.89 85.89 85.89 33.95 33.95 33.94
31624879	51-42-471 52-43-471 53-40-471	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL			99.54 99.54 99.53
31626778	51-42-471 52-43-471 53-40-471	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL			99.54 99.54 99.53
31628719	51-42-471 52-43-471 53-40-471	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL			99.54 99.54 99.53
COVENTRY HEALTH CARE OF MO, 56770304	01-00-151 01-11-451 01-21-451 01-41-451 51-42-451 52-43-451 53-40-451	105/28/14 DUE FROM EMPLOYEE INSURANCE AD HEALTH INSURANCE PD HEALTH INSURANCE ST HEALTH INSURANCE WR HEALTH INSURANCE SR HEALTH INSURANCE EL HEALTH INSURANCE	47619	21479.73	2032.77 595.66 7340.83 1987.89 2284.91 1863.59 5374.08
ED ROEHR SAFETY PRODUCTS 408798	01-21-833	05/28/14 PD PROTECTIVE VESTS	47620	1430.00	1430.00
ELDEN, ROBERT MEDICAL 5/28/14	01-41-534 51-42-534 52-43-534 53-40-534	05/28/14 ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	47621	89.46	22.37 22.37 22.37 22.35
FLETCHER-REINHARDT CO. s1094202.008	53-40-653	05/28/14 EL SMALL TOOLS	47622	15.45	15.45
FREEBURG DAIRY QUEEN 3739	58-55-657	05/28/14 SWP CONCESSION SUPPLIES	47623	140.00	140.00
FREEBURG PRINTING & PUBLISHING 92937	01-11-913	05/28/14 AD COMMUNITY RELATIONS	47624	188.00	188.00

SYS DATE: 05/28/14
 FROM: 04/28/14

Village of Freeburg
 A / P BOARD LIST
 REGISTER # 354
 wednesday May 28, 2014

SYS TIME: 14:53
 [NB]

TO: 06/28/14

PAGE 2

PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	AMOUNT	DISTR
		DESCRIPTION			
FUNDERBURG, TONY 5/23/14	01-11-913 53-40-562	05/28/14	47625	151.53	129.53 22.00
		AD COMMUNITY RELATIONS EL TRAVEL EXPENSES			
HD SUPPLY POWER SOLUTIONS 2552378-00	53-40-653	05/28/14	47626	20.86	20.86
		EL SMALL TOOLS			
HUSCHLE LAWN SERVICE AND EXTE 1064	01-41-517 51-42-517 52-43-517	05/28/14	47627	1300.00	247.00 403.00 650.00
		ST SERVICES, MOWING WR SERV, LAWN MOWING SR SERV, LAWN MOWING			
JACKSON-HIRSH, INC 889513	01-11-651	05/28/14	47628	77.80	77.80
		AD OFFICE SUPPLIES			
JIM'S AUTOMOTIVE INC 16238	01-21-513	05/28/14	47629	499.25	499.25
		PD SERVICES, VEHICLE			
KASPER, RANDY MEDICAL 5/28/14	53-40-534	05/28/14	47630	2.91	2.91
		EL MEDICAL			
KEHRER EQUIPMENT 224689	53-40-512	05/28/14	47631	6.00	6.00
		EL SERVICES, EQUIPMT			
KRAMPER, ZACHARY MEDICAL 5/28/14	53-40-534	05/28/14	47632	256.37	256.37
		EL MEDICAL			
KRAUSS SHANE MEDICAL 5/28/14	53-40-534	05/28/14	47633	93.59	93.59
		EL MEDICAL			
LEXISNEXIS APRIL 2014	01-21-539	05/28/14	47634	85.00	85.00
		PD OTHER PROF SERVICES			
MOHR, JEFF MEDICAL 5/28/14	01-41-534 51-42-534 52-43-534 53-40-534	05/28/14	47635	138.29	55.32 34.57 27.66 20.74
		ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL			
MUNICIPAL ELECTRONICS INC 61349	01-21-613	05/28/14	47636	20.13	20.13
		PD SUPPLIES, VEHICLE			
PEPSI 30397010 33345109	58-55-657 58-55-657	05/28/14	47637	1317.48	999.70 317.78
		SWP CONCESSION SUPPLIES SWP CONCESSION SUPPLIES			
QUALITY RENTAL		05/28/14	47638	54.00	

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
1-383149-03	58-55-611		SWP SUPPLIES, BUILDING			54.00
SHARK SIGNS 4834	01-21-513	05/28/14	PD SERVICES, VEHICLE	47639	800.00	800.00
Swicom 2014 DUES	01-11-561	05/28/14	AD DUES	47640	100.00	25.00
	51-42-561		WR DUES			25.00
	52-43-561		SR DUES			25.00
	53-40-561		EL DUES			25.00
SWITZER FOOD & SUPPLIES 013846-00	58-55-657	05/28/14	SWP CONCESSION SUPPLIES	47641	345.94	345.94
TOLAN, JOHN MEDICAL 5/28/14	01-41-534	05/28/14	ST MEDICAL	47642	27.49	6.87
	51-42-534		WR MEDICAL			6.87
	52-43-534		SR MEDICAL			6.87
	53-40-534		EL MEDICAL			6.88
UNITED SYSTEMS & SOFTWARE, IN 51613	51-42-843	05/28/14	WR RADIO READ METERS	47643	10917.30	10917.30
UNUM LIFE INSURANCE CO OF AmE JUNE 2014	01-11-451	05/28/14	AD HEALTH INSURANCE	47644	184.23	4.84
	01-21-451		PD HEALTH INSURANCE			72.87
	01-41-451		ST HEALTH INSURANCE			17.41
	51-42-451		WR HEALTH INSURANCE			19.67
	52-43-451		SR HEALTH INSURANCE			15.64
	53-40-451		EL HEALTH INSURANCE			53.80
WEILMUNSTER LAW GROUP, P.C. 00-0028/APR '14	01-21-533	05/28/14	PD LEGAL	47645	9586.50	2924.92
00-028/APRIL '14	01-11-533		AD LEGAL			2989.24
	01-16-533		ZO LEGAL			457.42
	51-42-533		WR LEGAL			619.30
	52-43-533		SR LEGAL			745.30
	53-40-533		EL LEGAL			619.19
13-406/APRIL '14	51-42-533		WR LEGAL			410,37
	52-43-533		SR LEGAL			410.38
	53-40-533		EL LEGAL			410.38
*1c TOTAL CHECKS ISSUED					54050.33	
TOTAL FOR REGULAR CHECKS:					54,050.33	

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FKG OIL		05/28/14		47646	1232.93	
I-0055470-PD	01-21-655		PD AUTO FUEL/OIL			642.07
1-0055838	01-41-655		ST AUTO FUEL/OIL			147.71
	52-43-655		SR AUTO FUEL/OIL			147.72
	53-40-655		EL AUTO FUEL/OIL			147.71
	51-42-655		WR AUTO FUEL/OIL			147.72
**	TOTAL CHECKS ISSUED				1232.93	
	TOTAL FOR REGULAR CHECKS:				1,232.93	

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	AMOUNT	DISTR
		DESCRIPTION			
ASSOCIATION OF ILLINOIS ELECT06/04/14 514150	53-40-563		47647	650.00	650.00
		EL TRAINING			
BELLEVILLE HONDA 96244132	01-41-612	06/04/14	47648	91.06	91.06
		ST SUPPLIES, EQUIPMT			
BELLEVILLE SUPPLY COMPANY 0417754-1N	58-55-824	06/04/14	47649	416.96	330.98
0417929-CM	58-55-824				27.18-
0418028-1N	58-55-824				30.70
0418198-1N	58-55-824				4.40
0418587-1N	58-55-824				78.06
BP 41345800	01-21-655	06/04/14	47650	152.25	152.25
		PD AUTO FUEL/OIL			
CARTER WATERS CONST MATRL 30048336	58-55-612	06/04/14	47651	418.63	418.63
		SWP SUPPLIES, EQUIPMT			
CHARTER COMMUNICATIONS 3795/30NB 2014	01-11-539	06/04/14	47652	82.33	16.46
	01-21-539				16.49
	51-42-539				16.46
	52-43-539				16.46
	53-40-539				16.46
DONALD, STANLEY MEDIAL 6/04/14	01-21-534	06/04/14	47653	98.20	98.20
		PD MEDICAL			
DONALD, WILLIAM MEDICAL 6/04/14	01-21-534	06/04/14	47654	97.24	97.24
		PD MEDICAL			
EXPRESS DESIGN GROUP, INC 12111	01-41-659	06/04/14	47655	507.75	126.93
	51-42-659				126.94
	52-43-920				126.94
	53-40-659				126.94
FREEBURG DAIRY QUEEN 3740	58-55-657	06/04/14	47656	160.00	160.00
		SWP CONCESSION SUPPLIES			
FREEBURG PRINTING & PUBLISHIN 92991	58-55-553	06/04/14	47657	372.00	372.00
		SWP PUBLISH, ADVERTISING			
FREEBURG TOWNSHIP MAY 2014	01-41-571	06/04/14	47658	17.61	17.61
		ST UTILITIES			

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FROST ELECTRICAL SUPPLY s3376385 - 001		06/04/14		47659	131.54	
	53-40-615		DISCOUNT TAKEN EL SUPPL, INFRASTRUCTURE			2.68- 134.22
FUNDERBURG, TONY MEDICAL 6/04/14		06/04/14		47660	362.63	
	01-41-534		ST MEDICAL			90.66
	51-42-534		WR MEDICAL			90.66
	52-43-534		SR MEDICAL			90.66
	53-40-534		EL MEDICAL			90.65
GAIN SIGNS 5/22/14		06/04/14		47661	180.00	
	58-55-824		SWP UPGRADES			180.00
GREEN GUARD 5061779		06/04/14		47662	98.65	
	58-55-659		SWP OTHER GEN SUPPLIES			98.65
HAWKINS, INC 3594560 3594567 3597360		06/04/14		47663	2469.31	
	52-43-656		SR CHEMICALS			537.12
	58-55-656		SWP CHEMICALS			1889.78
	58-55-824		SWP UPGRADES			42.41
HD SUPPLY POWER SOLUTIONS 2561867-00 2561879-00 2563487-00		06/04/14		47664	8367.30	
	53-40-615		EL SUPPL, INFRASTRUCTURE			4337.50
	53-40-615		EL SUPPL, INFRASTRUCTURE			2340.00
	53-40-615		EL SUPPL, INFRASTRUCTURE			1689.80
HD SUPPLY WATERWORKS, LTD C181976 C190850 C317138 c391846 c391856 C406576 c421497		06/04/14		47665	7477.74	
	53-00-211		ACCOUNTS PAYABLE			1098.00-
	51-42-615		WR SUPPL, INFRASTRUCTURE			852.90
	51-42-653		WR SMALL TOOLS			126.90
	51-42-615		WR SUPPL, INFRASTRUCTURE			6902.26
	58-55-824		SWP UPGRADES			720.00
	58-55-824		SWP UPGRADES			80.00-
	51-42-614		WR SUPPLIES, STREET			53.68
ILLINOIS MUNICIPAL UTILITIES AC-0039		06/04/14		47666	275.00	
	53-40-563		EL TRAINING			275.00
ILLINOIS RURAL WATER ASSO 15266		06/04/14		47667	488.40	
	51-42-561		WR DUES			244.20
	52-43-561		SR DUES			244.20
ITRON, INC 331567		06/04/14		47668	1965.36	
	51-42-539		WR OTHER PROF SERVICES			655.12
	52-43-539		SR OTHER PROF SERVICES			655.12
	53-40-539		EL OTHER PROF SERVICES			655.12

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LOUTHAN, BILLIE MEDICAL 6/04/14	01-11-534 51-42-534 52-43-534 53-40-534	06/04/14	47669	13.98	2.79 2.79 2.79 5.61
LUCASH, CLARK MEDICAL 6/04/14	53-40-534	06/04/14	47670	460.04	460.04
PIERCE, DEBORAH DP 6/03/14 MEDICAL 2014	01-11-562 01-11-534 51-42-534 52-43-534 53-40-534	06/04/14	47671	221.09	29.70 23.92 47.85 47.85 71.77
PITNEY BOWES, INC RESERVE ACC 499671	01-11-551 51-42-551 52-43-551 53-40-551 13-44-551	06/04/14	47672	15.00	3.00 3.00 3.00 3.00 3.00
PITNEY BOWES, INC RESERVE ACC 5502475703	01-11-551 51-42-551 52-43-551 53-40-551	06/04/14	47673	67.99	16.99 17.00 17.00 17.00
POLSON, JULIE JPOLSON 6/4/14	01-11-557 01-11-562 51-42-562 52-43-652 53-40-562	06/04/14	47674	111.75	29.25 20.63 20.63 20.63 20.61
QUALITY RENTAL 1-383149-01 1-383180-02 1-383595-01	58-55-824 58-55-824 58-55-824	06/04/14	47675	168.20	54.00 97.50 16.70
RECREONICS 660516 660742 661800 662229	58-55-824 58-55-824 58-55-824 58-55-824	06/04/14	47676	2196.50	573.15 819.66 237.20 333.09

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RECREONICS	58-55-824			SWP UPGRADES		233.40
REGIONS COMMERCIAL BANKCARD		06/04/14	47677		6040.84	
0009-MAY 2014	52-43-659			SR OTHER GEN SUPPLIES		19.99
	53-40-562			EL TRAVEL EXPENSES		380.20
	53-40-652			EL OPERATING SUPPLIES		105.04
	53-40-653			EL SMALL TOOLS		32.96
9068 MAY 2014	01-11-651			AD OFFICE SUPPLIES		69.49
	01-11-913			AD COMMUNITY RELATIONS		110.00
	01-11-835			AD EQUIPMENT, COMP		1104.97
	01-21-651			PD OFFICE SUPPLIES		270.59
	51-42-651			WR OFFICE SUPPLIES		69.56
	52-43-651			SR OFFICE SUPPLIES		69.56
	53-40-651			EL OFFICE SUPPLIES		69.56
9084-APRIL 14	01-21-652			PD OPERATING SUPPLIES		432.66
	01-21-613			PD SUPPLIES, VEHICLE		59.15
9084-MAY-2014	01-21-652			PD OPERATING SUPPLIES		143.70
	01-21-652			PD OPERATING SUPPLIES		85.00
	01-21-613			PD SUPPLIES, VEHICLE		48.61
	01-21-612			PD SUPPLIES, EQUIPMT		559.98
	01-21-651			PD OFFICE SUPPLIES		257.95
	01-21-539			PD OTHER PROF SERVICES		53.74
9092-my 2014	01-11-561			AD DUES		35.00
	51-42-561			WR DUES		35.00
	52-43-561			SR DUES		35.00
	53-40-561			EL DUES		35.00
	58-55-824			SWP UPGRADES		1128.62
9358-MAY 2014	01-41-612			ST SUPPLIES, EQUIPMT		35.65
	01-41-652			ST OPERATING SUPPLIES		10.05
	51-42-652			WR OPERATING SUPPLIES		91.87
	52-43-652			SR OPERATING SUPPLIES		10.05
	53-40-652			EL OPERATING SUPPLIES		10.05
	58-55-652			SWP OPERATING SUPPLIES		93.59
	58-55-824			SWP UPGRADES		578.25
RHUTASEL & ASSOCIATES, INC		06/04/14	47678		435.00	
10784	01-16-532			zo ENGINEERING		435.00
SHAFFERS TIRE SERVICE		06/04/14	47679		15.00	
33661	01-41-513			ST SERVICES, VEHICLE		15.00
SWITZER FOOD & SUPPLIES		06/04/14	47680		374.80	
22489	58-55-423			SWP CONCESSION STAND		374.80
TEKLAB, INC		06/04/14	47681		126.00	
161744	52-43-539			SR OTHER PROF SERVICES		81.00
162113	52-43-539			SR OTHER PROF SERVICES		45.00

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TROPHY CASE LTD 32195	01-11-913	06/04/14	47682	AD COMMUNITY RELATIONS	240.00	240.00
UNIVAR USA INC 1L262252	01-41-656 51-42-652 52-43-656 53-40-656	06/04/14	47683	ST CHEMICALS WR OPERATING SUPPLIES SR CHEMICALS EL CHEMICALS	642.43	160.61 160.61 160.61 160.60
WATTS, THOMAS MEDICAL 6/04/14	01-21-534	06/04/14	47684	PD MEDICAL	664.69	664.69
** TOTAL CHECKS ISSUED					36673.27	
TOTAL FOR REGULAR CHECKS:					36,673.27	

DESCRIPTION			AMOUNT
CREDIT BALANCE REFUND	52.39	.00	52.39

Vendor No: Chk:47685 06/04/14 Total : 52.39

THEFACE DP THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

MIS CHECK MUST BE CASHED WITHIN 60 DAYS

PAYABLE AT
Citizens Community Bank
620 It Stein
Freebun, IL643
70-2536/610

CHECK NO. **047685**
47685

VILLAGE OF FREEBURG
618,53945545
14 optlig010.00r.it9.17.
7 Freeburg, IL 62243

Pay exactly *****52 Dollars and 39 cents

DATE	AMOUNT
06/04/14	\$52.39**

PAY TO THE ORDER OF

NORMAN KING

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

-----DESCRIPTION-----			AMOUNT-
CREDIT BALANCE REFUND	87.47	.00	87.47

Vendor No: Chk: 47686

06 / 04 / 14

Total : 87.47

THE 'FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

THIS CHECK MUST BE CASHED WITHIN 60 DAYS

PAYABLE AT: Citizens Community Bank
62N S1ats
10:26361 0

CHECK NO. 047686
47686

VILLAGE OF SIEEBURG

618-538-5545
14 Southgat0 00ritgr. •
Freeburg, IL 82248.... -

Pay exactly *****87 Dollars and 47 cents

DATE	AMOUNT
06104/1	\$87.47**

PAY TO THE ORDER OF

ALYSSA JURGENSMEYER

PRESIDENT OF THE BOARD

VILLAGE CLERK

VILLAGE TREASURER

DATE: 06/11/14

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PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 AT&T			990.81	
6185392107-5/14	52-43-552	SR TELEPHONE		33.13
6185393094-5/14	52-43-552	SR TELEPHONE		27.96
6185393106-5/16	53-40-552	EL TELEPHONE		85.86
6185393112-5/14	53-40-552	EL TELEPHONE		110.87
6185393131-5/14	01-21-552	PD TELEPHONE		64.38
6185393132-5/14	01-21-552	PD TELEPHONE		144.49
6185394830-5/14	52-43-552	SR TELEPHONE		41.53
6185394835-5/14	52-43-552	SR TELEPHONE		41.53
6185395545-5/14	01-11-552	AD TELEPHONE		88.36
6185395545-5/14	51-42-552	WR TELEPHONE		88.36
6185395545-5/14	52-43-552	SR TELEPHONE		88.36
6185395545-5/14	53-40-552	EL TELEPHONE		88.35
6185395625-5/14	52-43-552	SR TELEPHONE		29.47
6185395876-5/14	53-40-552	EL TELEPHONE		30.20
6185395916-5/14	52-43-552	SR TELEPHONE		27.96
01 BLOMENKAMP, GREG			2359.77	
MEDICAL 6/11/14	01-41-534	ST MEDICAL		943.91
MEDICAL 6/11/14	51-42-534	WR MEDICAL		589.94
MEDICAL 6/11/14	52-43-534	SR MEDICAL		471.95
MEDICAL 6/11/14	53-40-534	EL MEDICAL		353.97
01 CHIEF SUPPLY			224.20	
454797	01-21-471	PD UNIFORM ALLOWANCE		85.00
454797	01-21-471	PD UNIFORM ALLOWANCE		139.20
01 COMMUNICATION REVOLVING FUND			139.56	
T1435801	01-21-539	PD OTHER PROF SERVICES		139.56
01 ECKELS, GREGORY			200.00	
2014 BOOT ALLOW	51-42-471	WR UNIFORM RENTAL		66.67
2014 BOOT ALLOW	52-43-471	SR UNIFORM RENTAL		66.67
2014 BOOT ALLOW	53-40-471	EL UNIFORM RENTAL		66.66
01 ECONO SIGNS LLC			196.60	
10-915065	01-41-614	ST SUPPLIES, STREET		196.60
01 ELDEN, ROBERT			85.99	
MEDICAL 6/11/14	01-41-534	ST MEDICAL		21.50
MEDICAL 6/11/14	51-42-534	WR MEDICAL		21.50
MEDICAL 6/11/14	52-43-534	SR MEDICAL		21.50
MEDICAL 6/11/14	53-40-534	EL MEDICAL		21.49
01 ERB TURF EQUIPMENT			23.99	
316985	01-41-652	ST OPERATING SUPPLIES		23.99
01 FREEBURG PRINTING & PUBLISHING			184.80	
93030	01-11-652	AD OPERATING SUPPLIES		19.40
93043	58-55-554	SWP PRINTING, COPYING		95.00
93061	01-16-553	ZO PUBLISHING, ADVERTMT		70.40
01 FSH WATER COMMISSION			31784.10	
113345	51-42-575	WR WATER PURCHASES		31784.10
01 GALLS, AN ARAMARK COMPANY			276.96	

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
1963680	01-21-613	PD SUPPLIES, VEHICLE		80.68
1978462	01-21-471	PD UNIFORM ALLOWANCE		65.42
2018805	01-21-471	PD UNIFORM ALLOWANCE		130.86
01 HEROS IN STYLE			182.92	
130386	01-21-613	PD SUPPLIES, VEHICLE		59.95
130387	01-21-471	PD UNIFORM ALLOWANCE		122.97
01 IMEA REVENUE FUND			249543.48	
MAY 2014	53-40-576	EL ELECTRICITY PURCHASES		250274.04
MAY 2014	53-00-395	EL REFUNDS, REIMBURSE (Fuel)		730.56-
01 ISAAK, TYLER			343.02	
2014 BOOT ALLOW	53-40-471	EL UNIFORM RENTAL		200.00
5/20/14 REIMB	53-40-562	EL TRAVEL EXPENSES		143.02
01 KRAMPER, JANE			38.23	
MEDICAL 6/11/14	01-11-534	AD MEDICAL		4.78
MEDICAL 6/11/14	51-42-534	WR MEDICAL		9.56
MEDICAL 6/11/14	52-43-534	SR MEDICAL		9.56
MEDICAL 6/11/14	53-40-534	EL MEDICAL		14.33
• 01 KRAUSS SHANE			35.12	
MEDICAL 6/11/14	53-40-534	EL MEDICAL		35.12
01 MCGARRY, LAURA			1905.49	
MEDICAL 6/11/14	01-21-534	PD MEDICAL		1905.49
01 O'REILLY AUTOMOTIVE, INC			11.30	
1069-290264	53-40-613	EL SUPPLIES, VEHICLES		11.30
01 POLSON, JULIE			223.83	
JPOLSON 6/6/14	01-11-557	AD RECORDING FEES		37.25
MEDICAL 6/11/14	01-11-534	AD MEDICAL		46.65
MEDICAL 6/11/14	51-42-534	WR MEDICAL		46.65
MEDICAL 6/11/14	53-40-534	EL MEDICAL		45.65
MEDICAL 6/11/14	52-43-534	SR MEDICAL		47.63
01 RED-E-MIX, LLC			3510.25	
742110	58-55-824	SWP UPGRADES		1945.00
742240	58-55-824	SWP UPGRADES		1565.25
01 SHAFFERS TIRE SERVICE			35.00	
33666	01-21-513	PD SERVICES, VEHICLE		35.00
01 ST. CLAIR COUNTY TREASURER			10.00	
#670 K9	01-21-670	PD POLICE CANINE		10.00
01 SURETY REFRIGERATION SERV			206.00	
28935	58-55-593	SWP RENTALS		206.00
01 SWITZER FOOD & SUPPLIES			336.20	
22569	01-11-652	AD OPERATING SUPPLIES		19.68
22569	01-21-652	PD OPERATING SUPPLIES		19.67
22634	58-55-657	SWP CONCESSION SUPPLIES		9.25
22868	58-55-657	SWP CONCESSION SUPPLIES		106.20
22929	58-55-423	SWP CONCESSION STAND		181.40
01 TOM'S SUPERMARKET			15.87	
25216	51-42-652	WR OPERATING SUPPLIES		7.77
25245	58-55-824	SWP UPGRADES		8.10

\ / P WARRANT LIST

REGISTER # 357

DATE: 06/11/14

wednesday June 11, 2014

PAYABLE TO INV NO	G/L NUMBER	DESCRIPTION	AMOUNT	DISTR
01 USA BLUEBOOK 354188	52-43-652	SR OPERATING SUPPLIES	260.21	260.21
01 VERIZON WIRELESS 9725779165	01-11-552	AD TELEPHONE	640.31	70.82
9725779165	01-21-552	PD TELEPHONE		73.74
9725779165	51-42-552	WR TELEPHONE		53.91
9725779165	52-43-552	SR TELEPHONE		53.91
9725779165	53-40-552	EL TELEPHONE		53.91
9725779165	01-00-193	EXCHANGE-EMPLOYEE CELL PHONES		334.02
01 VERMEER OF MISSOURI & ILLINOIS P52633	53-40-612	EL SUPPLIES, EQUIPMT	24.81	24.81
01 WATTS COPY SYSTEMS INC 15399325	01-21-512	PD SERVICES, EQUIPMT	102.09	102.09
** TOTAL CHECKS TO BE ISSUED			293890.91	

SYS DATE: 06/18/14
FROM: 05/18/14

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
BELLEVILLE SEED HOUSE		06/18/14		47716	411.50	
SO-040741	01-41-656		ST CHEMICALS			15.61
	51-42-652		WR OPERATING SUPPLIES			15.63
	52-43-656		SR CHEMICALS			15.63
	53-40-656		EL CHEMICALS			15.63
SO-040763	01-41-656		ST CHEMICALS			349.00
BELLEVILLE SUPPLY COMPANY		06/18/14		47717	36.09	
0419214-IN	58-55-824		SWP UPGRADES			36.09
BRUSKE PRODUCTS		06/18/14		47718	214.82	
854385	01-41-652		ST OPERATING SUPPLIES			151.17
	53-40-611		EL SUPPLIES, BUILDING			48.92
854435	52-43-619		SR SUPPLIES, OTHER			14.73
BURR OAK METALWERKS		06/18/14		47719	235.00	
12	01-41-512		ST SERVICES, EQUIPMT			160.00
1438	01-41-512		ST SERVICES, EQUIPMT			75.00
CASEY'S GENERAL STORES		06/18/14		47720	1201.48	
16290 6/14	01-41-655		ST AUTO FUEL/OIL			104.92
	52-43-655		SR AUTO FUEL/OIL			104.92
	53-40-655		EL AUTO FUEL/OIL			104.92
	51-42-655		WR AUTO FUEL/OIL			104.91
16290 6/14 PD	01-21-655		PD AUTO FUEL/OIL			781.81
CASH		06/18/14		47721	99.48	
AD JUNE 2014	58-55-652		SWP OPERATING SUPPLIES			44.25
	58-55-563		SWP TRAINING			10.00
	58-55-824		SWP UPGRADES			28.17
	01-11-913		AD COMMUNITY RELATIONS			17.06
DONALD, STANLEY		06/18/14		47722	84.00	
MEDICAL 6/18/14	01-21-534		PD MEDICAL			84.00
FREEBURG DAIRY QUEEN		06/18/14		47723	160.00	
3741	58-55-657		SWP CONCESSION SUPPLIES			160.00
GAUCH, DONALD		06/18/14		47724	135.25	
MEDICAL 6/18/14	01-41-534		ST MEDICAL			54.10
	51-42-534		WR MEDICAL			40.58
	52-43-534		SR MEDICAL			20.29
	53-40-534		EL MEDICAL			20.28
GOODALL TRUCK TESTING		06/18/14		47725	23.10	
31138	53-40-513		EL SERVICES, VEHICLES			23.10

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
HERZING, DENNIS MEDICAL 6/18/14	01-11-534 51-42-534 52-43-534 53-40-534	06/18/14	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	47726	666.24	166.56 166.56 166.56 166.56
HTC TELEPHONE COMPANY HTC 6/11/14	01-11-552 01-21-552 53-40-552 52-43-552	06/18/14	AD TELEPHONE PD TELEPHONE EL TELEPHONE SR TELEPHONE	47727	9.11	6.47 2.50 .05 .09
ILLINOIS MUNICIPAL UTILITIES TV-0007	53-40-563	06/18/14	EL TRAINING	47728	804.75	804.75
ILLINOIS PUBLIC RISK FUND 23035	01-11-454 01-16-454 01-21-454 01-41-454 51-42-454 52-43-454 53-40-454 58-55-454	06/18/14	AD WORKERS COMPENSATION ZO WORKERS COMPENSATION PD WORKERS COMPENSATION ST WORKERS COMPENSATION WR WORKER'S COMP INSURANCE SR WORKER'S COMP INSURANCE EL WORKER'S COMP INSURANCE SWP WORKER'S COMP INSURANCE	47729	6559.00	46.50 33.50 1378.50 2618.50 551.50 794.50 997.50 138.50
JACK'S AUTO WASH 6/13/14	01-21-613	06/18/14	PD SUPPLIES, VEHICLE	47730	148.50	148.50
KASPER, RANDY MEDICAL 6/18/14	53-40-534	06/18/14	EL MEDICAL	47731	280.64	280.64
KIMBALL MIDWEST 3590276	51-42-652	06/18/14	WR OPERATING SUPPLIES	47732	64.88	64.88
LUCASH, CLARK MEDICAL 6/18/14	53-40-534	06/18/14	EL MEDICAL	47733	1552.09	1552.09
MACLAIR ASPHALT SALES, LLC 19544 19637	01-41-614 01-41-614	06/18/14	ST SUPPLIES, STREET ST SUPPLIES, STREET	47734	1552.70	385.70 1167.00
MARQUARDT, TERRY MEDICAL 6/18/14 PET SMART	01-21-534 01-21-670	06/18/14	PD MEDICAL PD POLICE CANINE	47735	190.11	135.57 54.54
MEDNIK - RIVERBEND		06/18/14		47736	180.66	

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PAYABLE TO INV NO	GL NO	CHECK DATE DESCRIPTION	CHECK NO	AMOUNT	DISTR
W635953	01-41-659	ST OTHER GEN SUPPLIES		45.17	
	51-42-659	WR OTHER GEN SUPPLIES		45.17	
	52-43-659	SR OTHER GEN SUPPLIES		45.17	
	53-40-659	EL OTHER GEN SUPPLIES		45.15	
MOHR, JEFF MEDICAL 6/18/14		06/18/14	47737	342.02	
	01-41-534	ST MEDICAL			136.81
	51-42-534	WR MEDICAL			85.51
	52-43-534	SR MEDICAL			68.40
	53-40-534	EL MEDICAL			51.30
PITNEY BOWES INC 632881		06/18/14	47738	147.55	
	01-11-551	AD POSTAGE			29.51
	51-42-551	WR POSTAGE			29.51
	52-43-551	SR POSTAGE			29.51
	53-40-551	EL POSTAGE			29.51
	13-44-551	GA POSTAGE			29.51
PITNEY BOWES, INC RESERVE 23974801/JUNE14		06/18/14	47739	600.00	
	01-11-551	AD POSTAGE			120.00
	51-42-551	WR POSTAGE			120.00
	52-43-551	SR POSTAGE			120.00
	53-40-551	EL POSTAGE			120.00
	13-44-551	GA POSTAGE			120.00
RED-E-MIX, LLC 742626		06/18/14	47740	135.00	
	58-55-824	SWP UPGRADES			135.00
RURAL FAMILY MEDICINE 126649		06/18/14	47741	170.00	
	01-41-534	ST MEDICAL			68.00
	51-42-534	WR MEDICAL			51.00
	52-43-534	SR MEDICAL			25.50
	53-40-534	EL MEDICAL			25.50
SAM'S CLUB 000775/4955 000901/4955 4705 MAY2014/4955		06/18/14	47742	871.71	
	58-55-657	SWP CONCESSION SUPPLIES			119.72
	58-55-657	SWP CONCESSION SUPPLIES			252.04
	58-55-657	SWP CONCESSION SUPPLIES			274.95
	01-21-561	PD DUES			45.00
	51-42-561	WR DUES			15.00
	52-43-561	SR DUES			15.00
	53-40-561	EL DUES			15.00
	58-55-561	SWP DUES			90.00
	01-00-195	EXCHANGE			45.00
SHAFFERS TIRE SERVICE 33677		06/18/14	47743	100.00	
	01-41-513	ST SERVICES, VEHICLE			100.00

SYS DATE: 06/18/14
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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
SHERWIN-WILLIAMS CO 6609-9	01-11-611	06/18/14	AD SUPPLIES, BUILDING	47744	73.81	73.81
SMITHTON LUMBER CO 102817 102905	58-55-824 58-55-824	06/18/14	SWP UPGRADES SWP UPGRADES	47745	179.41	50.66 128.75
ST CLAIR COUNTY TREASURER JUNE 2014	01-16-535	06/18/14	ZO COUNTY INSPECTIONS	47746	1168.65	1168.65
SWITZER FOOD & SUPPLIES 23288	58-55-657	06/18/14	SWP CONCESSION SUPPLIES	47747	309.00	309.00
TATTLETALE 30638	51-42-515 52-43-515 53-40-515	06/18/14	WR SERV, INFRASTRUCTURE SR SERV, INFRAS/HYDRO CNT EL SERV, INFRASTRUCTURE	47748	420.00	140.00 140.00 140.00
TITAN INDUSTRIAL CHEMICALS 5771	52-43-656 53-40-656	06/18/14	SR CHEMICALS EL CHEMICALS	47749	1119.91	461.63 658.28
TOM'S SUPERMARKET 4807/88	01-41-659 51-42-659 52-43-659 53-40-659	06/18/14	ST OTHER GEN SUPPLIES WR OTHER GEN SUPPLIES SR OTHER GEN SUPPLIES EL OTHER GEN SUPPLIES	47750	18.89	4.72 4.72 4.72 4.73
TRACTOR SUPPLY CREDIT PLAN 125875	01-41-652	06/18/14	ST OPERATING SUPPLIES	47751	40.90	40.90
TURNER, DAN MEDICAL 6/18/14	01-21-534	06/18/14	PD MEDICAL	47752	110.00	110.00
VANDEVANTER ENGINEERING 5317704	52-43-512	06/18/14	SR SERVICES, EQUIPMT	47753	4773.55	4773.55
WALDEN ASSOCIATED TECHNOLOGIE 10299	52-43-515	06/18/14	SR SERV, INFRAS/HYDRO CNT	47754	3434.00	3434.00
WASTE MANAGEMENT OF ST LOUIS 001856-1841-8	13-44-575	06/18/14	GA RECYCLING	47755	1175.00	1175.00
** TOTAL CHECKS ISSUED					29798.80	
TOTAL FOR REGULAR CHECKS:					29,798.80	

SYS DATE: 06/18/14
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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	AMOUNT	DISTR
=====					
DESCRIPTION					
ENERGY CULVERT 2014-6-5	15-41-614	06/18/14	1419	2356.56	2356.56
MFT SUPPLIES, STREET(CA6/CavERT					
VERLAN FUNK SERVICE INC 408513024	15-41-891.2	06/18/14	1420	2486.92	430.86
408513025	15-41-891.2				1390.05
408513026	15-41-891.2				666.01
MFT CALL ROCK					
** TOTAL CHECKS ISSUED				4843.48	
TOTAL FOR REGULAR CHECKS:				4,843.48	

SYS DATE: 06/18/14
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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
COMMERCIAL STATE BANK 3693000	01-11-896	06/18/14	AD TIF FREEBURG CENTER	152	1425.05	1425.05
** TOTAL CHECKS ISSUED					1425.05	
TOTAL FOR REGULAR CHECKS:					1,425.05	

VOID

SYS DATE: 06/18/14
FROM: 05/18/14

village of Freeburg
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[NB]

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wednesday June 18, 2014

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
=====	=====	=====	=====	=====	=====	=====
COMMERCE BANK, NA AS TRUSTEE		06/18/14		153	1425.05	
369300	01-11-896		AD TIE FREEBURG CENTER			1425.05
** TOTAL CHECKS ISSUED					1425.05	
TOTAL FOR REGULAR CHECKS:					1,425.05	

VOID

SYS DATE: 06/18/14
FROM: 05/18/14

Village of Freeburg
A / P **BOARD LIST**
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wednesday June 18, 2014

SYS TIME: 15:18
[NB]

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
=====	=====	=====	=====	=====	=====	=====
COMMERCE BANK, NA AS TRUSTEE		06/18/14		154	1452.05	
369300 2014	01-11-896		AD TIF FREEBURG CENTER			1452.05
** TOTAL CHECKS ISSUED					1452.05	
TOTAL FOR REGULAR CHECKS:					1,452.05	

VILLAGE BOARD MEETING
ZONING REPORT
JULY 7, 2014

Gary Henning Zoning Administrator

I have been writing a weekly zoning article for the Freeburg Tribune. The article this week will be about Recreational Fires and Bonfires!

16--Courtesy calls concerning high grass in June.

15--Occupancy Permits issued in June.

11--Building Permits issued in June:

- 1-New Home
- 1-Pole Barn Garage
- 1-New Front Porch
- 1-New Patio and Roof.
- 1-Temporary Sign
- 2-New Electronic LED Signs
- 2-Electrical Upgrade
- 2-Fence

Nuisances Corrected in June: 6

Nuisance Complaints with action to be taken:

1. Received some complaints about old G&S Foundry. It has been vacant since 1998. It is for sale-on hold at present due to owner's legal lawsuit.
2. Talked with owner about complaint on his rental property located at 107 S. Pitts—he is working on correcting the mess left by renters who skipped out without paying for over a year. He is making weekly progress.
3. Sent a final notice letter to owner of 11 S. Richland St. In foreclosure—Safeguard Properties—Talked with Justin Williams of Safeguard and they cannot take over the home until occupant has completely moved out. Did not know when that

would be-informed him the Village would cut the lawn and send invoice to Safeguard. He provided me with address to send the invoice. Being cut by Josh Huschle (Contracted lawn service by Village). Truck parked on street beside house for past 6 months has been moved.

New Businesses Working:

O'REILLY AUTO PARTS—Issued Building Permit BZOP-14-17 on Monday April 28th Still waiting on call back from Jeremy Bass at O'Reilly Headquarters in Springfield MO with date for ground-breaking-ceremony. Final Bids due July 15th and they would like get project going by August 4th—will call me back with date for ground-breaking ceremony.

POSSIBLE AUTO REPAIR AND PAINT SHOP: Contact concerning purchase of Pickers and converting into an auto repair-paint facility. Plans to redo complete front of building with 6 glass doors and 6 bays for work—all be quipped with state-of-arc equipment—Jerry Kessler who runs and owns Kessler's Auto Body in St. Libory. Presently in negotiations for various properties located within the Village.

BID TABULATION
VILLAGE OF FREEBURG
MATERIAL LETTING
BID DATE: JUNE 24, 2:30 P.M.

BIDDER	PROPOSAL GUARANTEE (⁴)		BID AMOUNT HFE 150	
_11' C TeC P°1 %.)•rl&	/		/zD3/6,n _b At	
	i		iP.0 3 / 6 ;al OW	4GOOKSIL Ocd- vicL. 4ce_
Pf1 ; K Madc,ε INoC'' 5) 5,,A(.	1		4 2, 04m /a,,ifov i ^t 5,q'-(2. 1	

ENGINEER: RHUTASEL AND ASSOCIATES, INC.
4 INDUSTRIAL DRIVE, P. O. BOX 97, FREEBURG, IL 62243
PHONE: (618) 539-3178 FAX: (618) 539-3174

RESOLUTION NO. 14-07

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Enter into and the Mayor to Execute an Intergovernmental Agreement between the Village of Freeburg and Metropolitan Enforcement Group of Southwestern Illinois

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interest of the Village to enter into an Agreement between the Village of Freeburg and Metropolitan Enforcement Group of Southwestern Illinois in order to combat the multi jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs.

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believe it is in the best interest of the citizens of Freeburg and in the interest of public health and safety to enter into an Intergovernmental Agreement with the Metropolitan Enforcement Group of Southwestern Illinois.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Mayor and Chief of Police of the Village of Freeburg, Illinois, are hereby authorized to execute an Intergovernmental Agreement between the Village of Freeburg and the Metropolitan Enforcement Group of Southwestern Illinois, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: Per the terms of the Intergovernmental Agreement, the Village of Freeburg will contribute \$1 per capita, or \$4,354.00, for the term 7/1/14 - 6/30/15.

SECTION 4: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 7th DAY OF JULY, 2014.

Vote Recorded:

AYES: _____ NAYS: _____

RESOLUTION No. 14-07 cont.

ABSENT: _____ ABSTAIN: _____

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Metropolitai _2nforcement Group of Kathwestern Illinois

Intergovernmental Agreement

I. PURPOSE:

In order to combat the multi-jurisdictional illegal trafficking of narcotics, controlled substances and dangerous drugs, the undersigned Law Enforcement Agencies; hereby, agree to pool and integrate law enforcement resources into the METROPOLITAN ENFORCEMENT GROUP OF SOUTHWESTERN ILLINOIS (hereafter, referred to as MEGSI) to coordinate the enforcement of drug laws without regard to jurisdictional boundaries and to cooperate with State and Federal Enforcement Groups.

H. AUTHORITY

This agreement is entered into by the undersigned pursuant to the provisions of Article VII, Section 10, 1970 Constitution of the State of Illinois; the Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Section 743 (1990); and the Intergovernmental Drug Law Enforcement Act, Illinois Revised Statutes, Chapter 56 2, Section 1701 (1977) (P.A. 80-617, effective July 1, 1977).

ORGANIZATION:

A. POLICY

The undersigned agree that effective use of its personnel, in the enforcement of drug laws, requires that a Policy Board shall be established. The MEGSI Policy Board shall be composed of an elected public official, or his designee, and the Chief Law Enforcement Office, or his designee, from all participating local units of government. The Policy Board shall supervise and oversee the operations of MEG SI, make such reports to the Director of the Illinois State Police as that Department may require. Consonant with the expressed legislature intent in the Intergovernment Drug Law Enforcement Act, the Policy Board shall determine that MEGSI operations are limited exclusively to enforcement of drug laws of this State, sister States or of the United States.

- B. To qualify as a voting member of the MEGSI Policy Board the participating member with a population of over 15,000 residents must contribute personnel (either sworn or non-sworn) and said personnel must be assigned full time to MEG SI, OR, members with a population with less then 15,000 resident must contribute one (1) dollar per capita.

A. FISCAL OFFICER

An elected official of a participating unit of local government shall be designated Fiscal Officer for MEGSI by appointment of the Policy Board. The Fiscal Officer shall function as the sole Fiscal Officer for all participating Agencies in MEGSI. The Director of the Illinois State Police shall monitor MEGSI and determine its eligibility to receive State Funding.

Metropolitan Law Enforcement Group of Southern Illinois

Intergovernmental Agreement

III. ORGANIZATION (cont.)

A. OPERATING DIRECTOR

The Policy board shall designate by majority vote an Operating Director who shall be responsible for the daily operations of MEGSI. He shall report and be accountable to the MEGSI Policy Board.

IV OPERATIONS:

- A. Each participating Unit of local Government shall contribute to MEGSI personnel, equipment or cash as directed by the Policy Board.
- B. It is expressly understood by and between the parties that the policy power of each member of MEGSI is extended to all officers of MEGSI operating pursuant to the terms of this agreement as provided for in the Illinois Revised Statutes, Chapter 127, Section 743.
- C. A Sworn Law Enforcement Officer recommended by the Director of MEGSI and appointed as Inspector by the Director of the Illinois State Police, shall continue to be an employee of the participating Unit and shall be compensated by the Unit in accordance with their regular procedures.
- D. Personnel contributed by participating Units who are not sworn Law Enforcement Officer shall be recommended by the Director of MEGSI and shall continue to be regular employees of the participating Units and shall be compensated in accordance with their Unit=s regular procedures.
- E. Non-sworn personnel employed by MEGSI shall be subject to the rules and regulations promulgated pursuant to the terms of this agreement and such other regulations which may be promulgated by MEGSI or the Illinois State Police.

V. FISCAL YEAR:

The fiscal year of MEGSI shall commence on July ^{1st} and terminate on June 30th of each year.

VI. EQUAL EMPLOYMENT OPPORTUNITY:

The undersigned participating Units of local government are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules and regulations of the Equal Employment Opportunity Commission (EEOC) and the Illinois Fair Employment Practices Commission (FEPC).

VII. AMENDMENT:

This agreement may be amended at any time by written agreement of a majority of all the participants named herein.

Metropolitai__Znforcement Group of S. athwestern Illinois

Intergovernmental Agreement

VIII. CANCELLATION:

This agreement may be canceled at any time by written agreement of a majority of all participating, herein named. In such event of the dissolution of the Metropolitan Enforcement Group of Southwestern Illinois (MEGSI) and the termination of the MEGSI Policy Board; and after all claims against MEGSI Policy Board; and after all claims against MEGSI are satisfied, the material benefits realized from the liquidation of any and all MEGSI assets, shall be determined by the MEGSI Policy Board.

IX EFFECTIVE DATE:

This agreement shall become effective when subscribed by two or more participating Units of government.

X. INSURANCE:

The Operating Director shall not permit the assignment of any sworn personnel employed by any Unit of local government until such time as MEGSI has obtained liability insurance for the Policy Board, each Unit of government, and said sworn personnel, that insurance to be approved as to coverage and limits by the Policy Board.

XI. SOCIAL SECURITY and IMRF BENEFITS:

It is agreed by all participating Units of local government that for all non-sworn personnel, whose salary is paid by MEGSI, that MEGSI will pay the employers share of Social Security and IMRF. It is also agreed, that upon the dissolution of MEGSI, if there is any further contribution that must be made to IMRF for its non-sworn employees, that each participating Unit of local government at the date of dissolution will share in the payment of such contribution.

SIGNATORIES

LOCAL UNIT OF GOVERNMENT CONTRIBUTION

Freeburg Police Department
Agency

Mayor Date

Chief of Police Date

RESOLUTION NO. 14-08

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois, Authorizing the Village to Enter into and the Village Administrator to Execute a Mutual Non-Disclosure Agreement between the Village of Freeburg and Illinois Bell Telephone Company, d/b/a AT&T — Illinois, a Corporation of the State of Illinois

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interest of the Village to enter into an Agreement between the Village of Freeburg and Illinois Bell Telephone Company, d/b/a AT&T — Illinois, in order to negotiate a joint use agreement to replace any existing agreements, pursuant to which the parties will jointly use poles and perform certain joint work operations in connection with their respective businesses;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believe it is in the best interest of the citizens of Freeburg and in the interest of public health and safety to enter into a Mutual Non-Disclosure Agreement with Illinois Bell Telephone Company, d/b/a AT&T — Illinois;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to execute a Mutual Non-Disclosure Agreement between the Village of Freeburg and Illinois Bell Telephone Company, d/b/a AT&T - Illinois, a copy of which is attached hereto and incorporated herein as "Exhibit A."

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 7th DAY OF JULY, 2014.

Vote Recorded:

AYES: _____ NAYS: _____

RESOLUTION No. 14-08 cont.

ABSENT: _____ ABSTAIN: _____

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into effective <insert date>, 2014, by and between ILLINOIS BELL TELEPHONE COMPANY, d/b/a AT&T -ILLINOIS, a corporation of the state of Illinois, and the CITY OF FREEBURG, a municipal electric company of the state of Illinois, each on behalf of itself and its affiliated companies.

WHEREAS, the parties are negotiating a joint use agreement ("Joint Agreement") to replace any existing agreements, pursuant to which the parties will jointly use poles and perform certain joint work operations in connection with their respective businesses; and,

WHEREAS, both parties, for their mutual benefit, desire to disclose to and receive from the other party certain information associated with the performance of the anticipated Joint Agreement that may include, but not be limited to, serving area boundaries, electronic shape files, private easements, licenses, utility agreements, permits, other right-of-way granting documents, business plans, specifications, designs, plans, drawings, software, data, prototypes, or other business and/or technical information ("Confidential Information") which is proprietary, secret and/or confidential to the disclosing party (the "Discloser") or its affiliated companies.

NOW, THEREFORE, the parties agree as follows:

1. The receiving party (the "Recipient") (i) shall use such Confidential Information only for purposes associated with implementing the provisions of the Joint Agreement (the "Purpose"); (ii) shall reproduce such Confidential Information only to the extent necessary for the Purpose; (iii) shall restrict disclosure of such Confidential Information to its employees (and in the case of AT&T, employees of its affiliates) and contractors with a need to know (and advise such employees of the obligations assumed herein); (iv) and shall not disclose such Confidential Information to any third party without prior written approval of the Discloser; and (v) shall protect such Confidential Information with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature, which shall be no less than reasonable care. If Recipient discloses Confidential Information to an employee, affiliate, or other person in accordance with the terms of this Agreement, any subsequent disclosure of such Confidential Information by such employee, affiliate, or other person shall be deemed a disclosure by Recipient.
2. Confidential Information shall be marked confidential or proprietary by Discloser, or if disclosed orally shall be both identified as proprietary Or confidential at the time of disclosure and summarized in a writing so marked provided to Recipient within thirty (30) days following the oral disclosure; provided, however, that (i) the failure of Discloser to so designate any material shall not relieve Recipient of the obligation to maintain the confidentiality of any unmarked material which Recipient knows to contain Confidential Information, and (ii) all written or oral pricing and contract proposals exchanged between the parties shall be deemed Confidential Information whether or not so designated.

AT&T Confidential Information

3. These restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information: (i) independently developed by Recipient or lawfully received free of restriction from another source having the right to furnish the Confidential Information; (ii) after it has become generally available to the public without breach of this Agreement by Recipient; (iii) that, at the time of disclosure to Recipient, was known to Recipient free of restriction as evidenced by documentation in Recipient's possession; or (iv) that Discloser agrees in writing is free of such restrictions.
4. No license under any intellectual property right is either granted or implied by the conveying of Confidential Information to Recipient. None of the Confidential Information which may be disclosed by Discloser shall constitute any representation, warranty, assurance, guarantee or inducement by Discloser of any kind, and, in particular, with respect to the non-infringement of any intellectual property rights, or other rights of third persons or of Discloser.
5. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention by either party to make any lease, license, IRU, purchase or grant of property, products or services by either party or its affiliated companies or any commitment by either party or its affiliated companies with respect to the present or future marketing of any product or service.
6. All Confidential Information furnished hereunder shall be returned or destroyed upon written request or upon Recipient's determination that it no longer has a need for such Confidential Information, except that Recipient's legal counsel may retain one copy in her/his files solely to provide a record of such Confidential Information for archival purposes.
7. The obligations of this Agreement with respect to the disclosure and use of Confidential Information shall survive for so long as the General Joint Agreement remains in effect or, if expired, continues to apply to existing facilities and further except in the case of software, for an indefinite period. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other.
8. The restrictions on the disclosure of Confidential Information under this Agreement shall not preclude Recipient, on the advice of counsel, from complying with applicable law or other demand under lawful process, including a discovery request in a civil litigation, if Recipient first gives Discloser notice of the required disclosure and cooperates with Discloser, at Discloser's expense, in seeking reasonable protective arrangements. In no event shall Recipient's cooperation with Discloser require Recipient to take any action which, on the advice of Recipient's counsel, could result in the imposition of any sanctions or other penalties.
9. Recipient acknowledges that Confidential Information provided under this Agreement may be subject to U.S. export laws or regulations. Recipient shall not use, distribute, transfer or transmit Confidential Information (even if incorporated into products, software or other information) except in compliance with such laws and regulations. If requested, Recipient shall sign written assurances and other export-related documents as may be required to comply with such laws or regulations.

AT&T Confidential Information

10. Each party agrees that all of its obligations undertaken herein as Recipient shall survive and continue after any termination of this Agreement.

11. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of duly authorized officers or representatives of each party.

12. This Agreement shall be governed by the laws of the State of Illinois, U.S.A. without regard to conflicts of law principles.

13. This Agreement constitutes the entire understanding between the parties as to the treatment of Confidential Information disclosed for the Purpose and merges all prior discussion between them relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates entered below.

ILLINOIS BELL TELEPHONE COMPANY CITY OF FREEBURG
d/b/a **AT&T-ILLINOIS**

By: _____ By: _____

Name: _____ Name: _____

Title: Director Construction & Engineering Title: _____

Date: _____ Date: _____

RESOLUTION NO. 14-09

A Resolution of the Board of Trustees of the Village of Freeburg, Illinois,
Authorizing the Village Administrator to Negotiate the Illinois Bell Telephone
Company, d/b/a AT&T — Illinois' Joint Use Pole Agreement and Further Authorize
the Village Administrator to Execute Said Agreement

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believes it is in the best interest of the Village Administrator to negotiate the Illinois Bell Telephone Company, d/b/a AT&T — Illinois' Joint Use Pole Agreement on behalf of the Village of Freeburg, which will replace any existing agreements, pursuant to which the parties will jointly use poles and perform certain joint work operations in connection with their respective businesses;

WHEREAS, the Board of Trustees of the Village of Freeburg, Illinois, believe it is in the best interest of the citizens of Freeburg and in the interest of public health and safety to enter into a Joint Use Pole Agreement with Illinois Bell Telephone Company, d/b/a AT&T — Illinois upon successful completion of negotiations;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THAT:

SECTION 1: The recitals set forth above hereby adopted are found to be true and correct and are incorporated by reference as if fully set forth herein.

SECTION 2: The Village Administrator of the Village of Freeburg, Illinois, is hereby authorized to negotiate the Joint Use Pole Agreement between the Village of Freeburg and Illinois Bell Telephone Company, d/b/a AT&T - Illinois, a copy of which is attached hereto and incorporated herein as "Exhibit A." The Village Administrator is hereby authorized to execute said Agreement upon completion of successful negotiations.

SECTION 3: This Resolution shall be in full force and effect after its passage and approval as provided by law.

ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ILLINOIS, THIS 7th DAY OF JULY, 2014.

Vote Recorded:

AYES: _____ NAYS: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION No. 14-09 cont.

ABSENT: _____ ABSTAIN: _____

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

INTERIM AGREEMENT FOR USE OF POLES AND RIGHTS OF WAY

THIS INTERIM AGREEMENT made and effective the _____ day of _____, 2014, by and between the Village of Freeburg, Illinois, (hereinafter "the Village") and _____ Illinois Bell Telephone Company, d/b/a AT&T-Illinois (hereinafter called "LicenseeAT&T") _____ final-oi-nt-Use-A.greenient can be negetiated. Each individual party may be identified herein as a "Party," and both parties may be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the-Villageboth-the Parties owns, operates and maintains poles, power lines and public-Fight-s-ef-way-within-it-s-hiniitswithin certain areas of Iliinois;

WHEREAS, either Pparty, as "Licensee," to the other desires to_ place certain lines, attachments and appurtenances on certain Poles owned and/or controlled by of-the other Party, as Village"Owner." for purpose of providing all lawful communications services in compliance with any and all local, state or federal regulations, and

WHEREAS, the Village each party Owner is willing to issue Licensee a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove its communications attachments for the provision of lawful eeriiffinktieations services on the Village's its poles owned by the other portrand rights of way;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Parties hereto, for themselves, their assigns and successors, do hereby covenant and agree to the following:

SECTION 1. THE VILLAGE'S-GRANT OF LICENSE TO ATTACHING PARTY TO THE Az1=L-LAGE=8-- OWNER'S POLES AND TO OCCUPY PUBLIC RIGHTS-OF-WAY

1. Upon Village's Pole Owner's written request, Licensee shall submit to the Village POLE Owner evidence, satisfactory to the VillageOwner, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares, and shall secure any necessary consent from state or municipal authorities or from the owners of the property upon which the poles are located to construct and maintain Licensee's facilities thereon. Licensee shall continue to maintain all such required authorizations and consents during the term of this Agreement, and Licensee shall indemnify, protect, and save harmless the Village Owner from and against any and all damages (including any attorney and/or legal fees or costs) incurred by the Village-Owner to the extent that such arise out of Licensee's not having a sufficient right or authority for placing and maintaining attachments on the Village's Owner's poles.
2. No use, however extended, of Poles or Rights-of-Way under this Agreement shall create or vest in Licensee any ownership of property right in said Poles or Right-of-Way, but Licensee's rights in such Poles and Rights-of-Way shall be and remain a mere license.

Nothing in this Agreement shall be construed to compel the Village Owner to maintain any Pole or Right-of-Way for any period of time.

3. The license granted to Licensee hereunder with respect to any Pole or Right-of-Way shall be non-exclusive in that the Village Owner reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

SECTION 2. TECHNICAL REQUIREMENTS

4. Licensee's use of Poles covered by this Agreement shall at all times be in conformity with the requirements of the latest edition of the National Electric Safety Code (NESC), including any applicable grandfathering provisions, National Electric Code (NEC), Occupational Safety and Health Code (OSHA) and the requirements of the Owner's Village's written specifications or other public authorities in effect at the time of original construction or major change to Attachments ("Technical Requirements"). In no event will Licensee be required to upgrade Attachments that were compliant with applicable standards when attached; nor shall Licensee have any liability for or be required to correct any nonconformity or non-compliance caused by Owner Village or a third party.

SECTION 3. ESTABLISHING JOINT USE OF POLES

5. Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place any attachment. Licensee shall not place any attachment on the Village's Owner's Pole(s) prior to receiving an approved Application for Permit from the Village of Arner, attached hereto as Exhibit A. Overlashing may be performed by Licensee without an Application for Permit.
6. Upon receipt of Licensee's Application for Permit, the Village shall may schedule a joint ride-out of the Poles designated in the Application for Permit, if necessary, in order to conduct a pre-construction survey to determine whether make-ready is necessary to accommodate Licensee's proposed attachments. Licensee shall participate in the pre-construction survey.
7. Whether or not it was necessary to conduct a joint ride-out and pre-construction survey, within thirty (30) days of the receipt of Licensee's Application for Permit the Village Owner shall approve, conditionally approve or deny each Application for Permit by returning one copy of it to Licensee reflecting its approval, conditional approval or denial in the appropriate space.
8. The Village Owner shall not unreasonably withhold approval of Licensee's Permit Applications, and shall not withhold approval except for reasons of reliability, capacity, safety and generally applicable engineering purposes.
9. If make-ready is necessary to accommodate Licensee's Attachment, including the modification or rearrangement of the attachments of the Village-Owner or any other

third party attacher on any Pole or the placement of new Poles or replacement of one or more existing Poles, the Village Owner shall return a copy of the Application for Permit to Licensee reflecting such conditional approval and detailing the required make-ready and the estimated cost associated with such make-ready. If Licensee is willing to accept the Owner's modifications to the Permit Application, Licensee shall return the Permit Application to the Village Owner signed by a duly authorized representative and reflecting Licensee's acceptance of the make-ready and payment of the estimated cost associated with such make-ready.

10. Upon receipt of written authorization and payment, the Owner Village will proceed with the make-ready work according to the specific agreed upon installation plans and the terms of the Agreement. Upon completion of the make-ready work, the Village Owner shall sign and return a copy of the approved Application for Permit authorizing Licensee to make its Attachment(s).
11. In the event the actual make-ready costs exceed the estimate, Licensee shall pay the balance upon invoicing. In the event actual make-ready costs are less than the estimate, the Village Owner shall reimburse Licensee the balance immediately upon completion of the make-ready work.

SECTION 4. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT THE VILLAGE'S OWNER'S REQUEST

12. Upon written notice from the VillageOwner, Licensee, within the period specified in the notice, shall replace, relocate or modify all and any portion of its Attachments on a Pole that the VillageOwner in its reasonable discretion, requests in such notice. Should the replacement, relocation or modification of Licensee's attachments be due to the request and/or benefit of a third-party licensee or any other attacher, Licensee will be reimbursed by such attacher, for costs associated with the replacement, relocation or modification of Licensee's Attachments. If Licensee fails to perform such work within the period specified in the notice, the VillageOwner, in the exercise of its sole discretion, may perform all or any portion of such work and charge Licensee the costs thereof. Nothing in this paragraph shall require Licensee to bear the costs associated with rearranging facilities to accommodate attachments made by a third-party licensees or the owners of other facilities, or to accommodate attachments made by the Village Owner attributable to service requirements other than those attributable to the Village's Owner's core electric utility business.
13. Whenever any Right-of-Way consideration or any Villagevillage.local county or state regulation makes relocation of a Pole necessary, the Village-Owner shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating its Attachments.

SECTION 5. MAINTENANCE AND REPAIR OF ATTACHMENT

14. Licensee shall exercise precautions to avoid damage to facilities of the Village-Owner and of others supported on Village-Owner's Poles. Licensee shall make an immediate report to the Village Owner of the occurrence of any such damage and hereby agrees to reimburse the Village-Owner for the full expense incurred in making repairs and agrees to indemnify the Village Owner as otherwise provided herein.

15. Licensee shall at its sole risk and expense, maintain all its Attachments on Poles in a safe condition, in accordance with the Technical Requirements specified in Section 2. Licensee will immediately cure any condition, which presents an imminent threat to safety of lives or property caused by Licensee. Any safety violations that are not threatening to life or property and are caused by Licensee will be corrected within 30 days' written notice. If the safety violation cannot be reasonably corrected within 30 days, the parties will establish an extended time frame based on the difficulty of making the correction and the number of parties and Village Owner's Poles involved. If Licensee fails to correct any safety violation within the agreed upon time frame, the Village Owner, in the exercise of its sole discretion and without further notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such work as it deems necessary. If it is unclear which party on the pole, including the Village Owner, caused a particular violation, the costs of correction shall be shared by all parties that deferred until the causing company can be identified and responsibility assigned. ~~could-have-been responsible for the~~ violation. Licensee may perform maintenance and repair work without giving prior written notice to the Village Owner.

SECTION 6. REMOVAL OF ATTACHMENTS

16. Licensee, in the exercise of its sole discretion, may remove any Attachment on any Pole, with out the prior approval of the Village Owner. Licensee shall, however, notify the Village Owner within 30 days of removal and the Village Owner shall adjust billing records accordingly.

17. If the Village Owner is requested by a third party to remove its Pole(s), upon 30 days' notice from the Village Owner, Licensee, at its sole risk and expense and within the period so specified in the notice, shall remove all or any portion of the Attachments on any Pole(s) that the Village Owner, in the exercise of its reasonable discretion, requests in such notice. Notwithstanding the foregoing, if such request is by a private property owner and the Village's Owner's poles are legitimately on the third party's private property, the Village Owner shall notify private property owner that it must pay Licensee to remove its attachments and for any accommodations necessary for the continued operation of Licensee's attachment (i.e., placing Licensee's facilities underground). Otherwise, Licensee shall not be required to remove its Attachments from the Pole(s). In the event that tryaon removal of the Village's Owner's Attachments have been removed but Licensee's Attachments remain on the Pole(s), the Pole(s) shall become the property of Licensee and Licensee shall hold harmless the Village-Owner from every obligation, liability or cost and from all damages, expenses or charges incurred thereafter, arising out of or because of the presence of or condition of the Pole(s). Licensee shall also pay to the Village Owner a sum equal to the present salvage value in place of such abandoned Pole(s) or other equitable sum as agreed to by the

Parties, and the Village Owner shall provide Licensee with a properly authorized bill of sale for such Pole(s).

SECTION 6. EMERGENCIES

18. In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify attachments on any Pole without first obtaining the Village's Owner's approval for such work, however, Licensee will make all efforts to notify the Village Owner. If such emergency placement, replacement, relocation or modification does not conform to the standards set forth in this agreement, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such attachments upon written notice from the Village Owner and within the time period specified in the notice.

19. In the event of an emergency the Village Owner should make every reasonable effort to notify Licensee, but, if under the circumstances it cannot, the Village Owner may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's attachments on any Pole. Licensee shall reimburse the Village Owner for the actual expense that the Village Owner may incur for such emergency work. In such event, the Village Owner shall notify Licensee immediately of both the Poles affected and the work performed.

SECTION 7. POLE ATTACHMENT FEES, CHARGES AND RATES

18. During the term of this Interim Agreement and until a survey can be conducted, no The current pole attachment fee is Twenty Dollars, (\$20) per pole will apply The Village may increase its pole attachment fee annually, upon sixty (60)-day notice based on actual cost increases, if any. Said fee shall be payable annually, in advance, on the first day of January, of each year during which this Agreement remains in effect.

20. Equipment Licensee's mainline attachments, such as power supplies, cables, wires or other ancillary equipment necessary to the operation of Licensee's network shall be considered "associated equipment" included in the annual pole attachment fee and shall not incur additional rent when attached to a pole with a mainline attachment.

Whenever Licensee is required under this Agreement to reimburse the Village Owner for the Village's Owner's expenses, such expenses shall include the Village's, Owner's full and actual cost and expense therefor. Bills for expenses and other charges under this Agreement shall be payable within forty five (45) days after receipt of a detailed invoice therefor.

Interest shall be charged at the rate of 6% annually on the unpaid balance of delinquent, undisputed bills for each month or part thereof that any bill remains unpaid.

SECTION 8. UNAUTHORIZED ATTACHMENTS

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The NA-late-Owner may perform an inventory audit of Attachments no more frequently than once every five (5) years to determine the number of electric Attachments for rental rate purposes, the Village Owner shall provide ninety (90) days prior notice of any such audit so that Licensee may have an opportunity to participate. The cost of such pole audits shall be divided amongst the users of the pole (Licensee and any third party licensees) proportionately based upon the respective parties' number of occupied poles. "

Upon verification by Licensee of any Licensee Attachments for which no Permit has been issued, Licensee shall submit a Permit Application for such unauthorized Attachments and pay an unauthorized Attachment charge.

26. The charge for each unauthorized Attachment shall equal an amount of the annual pole attachment fee per each unpermitted pole for the number of years the attachment has encumbered the pole. If the parties cannot reasonably determine the date on which the attachment was installed, the fee shall be equal to the rental payments due since the last inventory the Village conducted or dating back 5 years whichever is less.

No inventory or inspection, or lack thereof, by the Village Owner shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

SECTION 10. DEFAULTS

If Licensee shall fail to comply with the material provisions of this Agreement, or should default in any of its material obligations under this Agreement, the Village Owner shall grant Licensee 30 days notice and opportunity to cure.

Should Licensee fail to either cure the default or present a plan for a timely cure of the default within 30 days, the Village Owner, in exercise of its reasonable discretion, may terminate the agreement on 30 days' additional notice.

If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, the Village Owner may elect to do such work, and Licensee shall reimburse the Village for all cost thereof.

Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to the Village Owner for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 11. INDEMNIFICATION AND INSURANCE

Indemnification of The Village Owner. Licensee shall indemnify, protect, and save harmless the Village Owner from and against any and all damages (including any attorney and/or legal fees or costs, damages to property and injury or death to

persons) to the full extent that such arises from Licensee's erection, maintenance, presence, use, removal, or abandonment of its attachments to any of the facilities belonging to the—Village; Owner, or by any negligent or willful misconduct by Licensee, including its agents or contractors, on or in the vicinity of the Village's Owner's poles.

Indemnification of Licensee. The Village-Owner shall indemnify, protect, and save harmless Licensee from and against any and the Village-Owner shall indemnify, protect, and save harmless Licensee from and against any and all from and against any and all damages (including any attorney and/or legal fees or costs, damages to property and injury or death to persons) to the full extent that such arises from the Village's Owner's operations attributable to, in close proximity to, and/or affecting said Licensee's respective cables, wires, apparatus and appliances, Licensee, its agents, employees, or contractors, or to parties jointly using the-the Village's Owner's poles, or by any act of the Village-Owner on or in the vicinity of the Village's Owner's poles.

The obligations of this Section 11 shall survive termination or non-renewal of this Agreement.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OF THE OTHER PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

Licensee shall carry insurance at its sole cost and expense to cover its obligations under this Agreement. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$1,000,000.00 per injury or damage claim occurrence with a total of \$2,000,000.00 against all damage claims aggregate. Licensee shall also carry such insurance as will protect it from claims under any Workers' Compensation Laws in effect that may be applicable to it. All insurance required shall be kept in force by Licensee for the entire life of the agreement and the company or companies issuing such insurance shall have an A.M. Best rating of A- or better. Licensee shall submit to the Village Owner certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee the insurance required under this agreement. Any cancellation of the policy will be in accordance with its terms.

SECTION 12. ASSIGNMENTS

Licensee shall not, without prior written consent of the Village Owner transfer, assign, delegate, or sublet any of its rights or obligations under this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied. However, Licensee may assign or transfer this Agreement and the rights or obligations under it, in

202 S. Akard, Room 3007
Dallas, TX 75202

Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed.

SECTION 16. MODIFICATION AND WAIVER

Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides otherwise.

No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

SECTION 17. HEADINGS

The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 18. TERM

This Agreement shall continue in force and effect for a period of five (5) years, from the date of execution ~~anti-~~ if-not-as an Interim agreement until a new Joint Use Agreement has been negotiated. This Interim terminated Agreement will then be terminated by both Parties and either Party giving written notice of its intent to terminate not less than 130 days prior to the end of the first term, then after, y r to year, until terminated by either Party giving written notice of its intention to do so not less than 180 days prior to the end of the term. Licensee shall remove all its Attachments, from the Village's Poles within 180 days after the effective date of termination, unless the Parties are—in the process of—negotiating a replaced by the new Joint Use Agreement Line & Agreement.

SECTION 19. FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of the Agreement from any cause beyond its control and without its fault or negligence, such

as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorists acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 20. EXISTING AGREEMENTS

All existing Agreements between the Parties hereto for the Joint Use of Poles are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by the VillageOwner, by contract, to other not parties to this Agreement, to use any poles covered by this Agreement; and the Village Owner shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be non-exclusive, and the *Village-Owner* shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

SECTION 21. THIRD PARTY BENEFICIARIES

The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above,

Village of Freeburg

By: _____
Signature

Name: Seth Speiser

Title: Village President

Date: _____

Licensee

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A
APPLICATION FOR PERMIT

Application Date: _____ Permit/iPUP No. _____

To: Pole Owner LI Village of Freeburg _____ or 0 AT&T

Desire to: 12 Attach to _____ Owner's-UW4t.v Pole(s) 0 Remove Attachment from _____ Utility Owner's
Pole(s)

Desire 0 Village of Freeburg or 0 AT&T to perform transfer work on _____ poles.
Permit No. _____

No. of Poles this permit _____ Sheet 1 of _____

LicenseeName: _____

Address: _____
Contact Person: _____ Title: _____
Phone No. _____ Email: _____

Utility Contact Person Name: _____
Address: _____
Contact Person: _____ Title: _____
Phone No. _____ Email: _____

Narrative Description of proposed activity: (including a sketch/photo)

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____ application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is granted to Licensee to attach and/or vacate poles listed on the attached field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED: _____ APPROVED: _____
Licensee _____ %14444t-vOwner _____

By _____ By _____

Title _____ Title _____

Date _____ Date _____

EXHIBIT B

POLE ATTACHMENT PERMIT APPLICATION PROCESS

The following procedure is to be followed by each Licensee seeking to make new attachments on the Village', Owner's Poles. 4ete that no entity may make any attachments to the Village's Poles without having first entered into a binding Agreement for Joint Use of Poles, and Rights—of Way.

1. Licensee shall submit a written Application for Permit, in the form of Exhibit A. Upon receipt of the Application, the 1/2411-age-Owner shall schedule a joint ride-out of the Poles designated in the Application, if necessary, in order to perform a pre-construction survey. Licensee shall participate in the survey, which will include a review of the proposed attachment(s) to determine whether make-ready work is necessary to accommodate Licensee's proposed attachments.
2. Following the pre-construction survey, if make-ready is necessary, the Village Owner shall return a copy of the Application for Permit detailing the required make-ready and the estimated cost associated with such make-ready, within 30 days of the Application for Permit submission. If Licensee is willing to accept the Village's Owner's make-ready suggestions and estimate, Licensee shall sign and return the Application for Permit, along with the estimated payment. If make-ready is not necessary, the Village will sign and return a copy of the approved Application for Permit, authorizing Licensee to make its attachments in accordance with the agreed upon installation plans.
3. Upon receipt of written authorization and payment, the Village Owner will proceed with make-ready work according to the specific agreed upon installation plans and the terms of the Agreement.
4. Upon completion of the make-ready work, the Village Owner will sign and return a copy of the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed upon installation plans.

EXHIBIT C

SPECIFICATIONS FOR LICENSEE'S ATTACHMENTS

The following engineering and construction practices will be followed by Licensee when making Attachments to Utility Poles.

- A. All attachments shall be made in accordance with the technical requirements specified in Section 2 of the Agreement and this Exhibit C and Exhibit D.
- B. Clearances
 1. Attachment and Cable Clearances: Licensee's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National electrical Safety Code (NESC), including any exceptions in specified clearances, and in drawings and specifications Utility Owner may from time to time furnish Licensee, subject to any exceptions permitted by the NESC. (See Drawings I-1 to 1-5).
 2. Service Drop Clearance: The parallel minimum separation between Utility's electric service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches. (See Drawing 1-4).
 3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other cables. At the pole support, a 12" separation must be maintained between Licensee and any other connection/attachment. (See Drawing 1-4).
 4. Service Clearances: A four-inch (4") separation shall be maintained between Utility's service cable and/or any other Attaching Entity's facilities located on the customer's private property in accordance with the National Electrical Code (NEC).
 5. Vertical Runs on Poles: All Risers on poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to street lights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.

6. Climbing Space: A clear Climbing Space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on pole quarter faces. (See Drawing 1-5).

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Licensee's Attachments.
2. Anchors and guy wires must be installed on each Utility pole where there is an angle or a dead-end occurs. No proposed anchor can be within four (4) feet of an existing anchor without written permission of Utility.
3. Licensee may not attach guy wires to the anchors of the tit-Pity-Owner or third party user without the anchor owner's prior written consent.
4. No Attachment may be installed on a—Utilityan Owner's pole until all required guys and anchors are installed, nor may any Attachment be modified, added to or relocated in such a way as will materially increase the stress or loading on Utility Owner's poles until all required guys and anchors are installed.
5. Licensee's down guys shall be bonded to ground wires of the Utility Owner's Poles.

Comment [AI]: Require construction/staff input to highlighted standards.

D. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to Utility's Owner's pole ground wire at each pole that has a ground wire.
2. Customer Premises: Licensee's service drop into customer premises shall be protected as required by the most current edition of the NEC.
3. Communication Cables: All Communication cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the tl-t-ility electric company neutral or the lowest Utility-owned effectively grounded messenger.

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/l. Riser InAallations: All Licensee's Riser installation., shall-be placed on metal stand off brackets. (See Dr-awing I 3).

Tagging: On a going-forward basis, all Licensee's attachments shall be identified with a band type marker or other identification. The marker must identify the Licensee.

Safety Zone: No mounting brackets are permitted in the safety zone. The safety zone between communication facilities and supply facilities on the same pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communication facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand off bracket installation will not be allowed to meet the 40" clearance requirement. (See Drawing I-5).

E. Utility Construction Standards

1. Refer to the attached Utility—Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility's construction standards in coordination of the applicable NESC, NEC and any other Federal, State or Local code requirements.

ORDINANCE NO. 1508

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FREEBURG, ILLINOIS,
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AND THE
MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE VILLAGE OF FREEBURG, ILLINOIS AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO, LOCAL 148**

WHEREAS, the International Union of Operating Engineers, AFL-CIO, Local 148 (the "Union") is the authorized bargaining representative for certain employees of the Village of Freeburg Public Works Department;

WHEREAS, the duly authorized representatives of the Village of Freeburg in good faith have negotiated a four (4) year collective bargaining agreement ("Agreement") with the Union;

WHEREAS, the Agreement has been ratified by the membership of the bargaining unit;

WHEREAS, the Village of Freeburg is authorized to enter into the Agreement under the Illinois Municipal Code (65 ILCS 5/8-1-7) and the Illinois Public Labor Relations Act (5 ILCS 315/21);

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village of Freeburg to execute the Agreement.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

SECTION 1. The Agreement between the Village of Freeburg and the Union, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

SECTION 2. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and the Village Clerk is hereby authorized and directed to attest the same.

SECTION 3. The Village Board hereby authorizes disbursement of all retroactive pay as provided in the Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this _____ day of July, 2014.

AYES _____ NAYS _____

ABSENT _____ ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2014.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

*VILLAGE OF FREEBURG, ILLINOIS
(PUBLIC WORKS DEPARTMENT)*

AND

*INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO, LOCAL 148*

April 1, 2014 through March 31, 2018

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PREAMBLE

This agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "Employer") and The International Union of Operating Engineers, Local 148 (herein referred to as the "Union").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operations of essential services provided to the Village residents and businesses by the Village of Freeburg. When in this agreement the masculine gender is used, the same shall apply to the members of the female gender.

In consideration of the mutual promises and obligations contained herein, the parties hereto, by their authorized representative and/or agent do mutually agree as follows:

ARTICLE 1— RECOGNITION

Section 1.01 — Recognition:

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on those matters relating to wages, hours of work, and other terms and conditions of employment in the bargaining unit as certified by the Illinois Labor Relations Board, Case No. S-RC-10-230. The bargaining unit shall include:

Included: All persons employed regular and full-time by the Village of Freeburg in the following job titles or classifications: Crew Worker—in the Village's Sewer, Street and Water Departments; Apprentice Lineman—in the Village's Electric Department; Lineman—in the Village's Electric Department.

Excluded: All persons employed part-time or seasonally by the Village of Freeburg in its Public Works Department, who operate the municipal pool and who perform grass-cutting and/or leaf pick-up duties; and all other employees of Village of Freeburg excluded by the Illinois Public Labor Relations Act.

ARTICLE 2— UNION SECURITY

Section 2.01 — Union Security:

It is understood and agreed by and between the parties that as a condition of employment, all persons who are hereafter employed by the Employer in the bargaining unit which is subject of this Agreement shall either become members of the Union not later than the thirty (30) days following the beginning of their regular employment or pay a fair share amount equal the periodic monthly dues and initiation fees uniformly required of all Union members in accordance with Section 2.02 of this agreement.

Section 2.02 = Dues Deduction:

Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the prescribed Union dues and initiation fees from the wages of the employees who individually and voluntarily authorize such deductions. Such deductions shall be paid over to the Union by check not later than the twentieth (20th) day of each month following the deduction of dues and shall be remitted monthly to the Union at 2929 South Jefferson Avenue, St. Louis, Missouri, 63118. The Union accepts full responsibility for the authenticity of each and every payroll deduction card submitted to the Employer and will indemnify and save the Employer harmless from any claim, suits, judgments, and from any liability resulting from any action taken by the Employer for the purpose of complying with the provisions of this Article. The Union will notify the Employer by letter stating changes in the dues thirty (30) days before the effective date of the increase in dues.

Section 2.03 = Fair Share:

Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Union dues) of the cost of the collective bargaining process

and contact administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire also be required to pay a fair share as defined above.

Upon notice from the Union the Employer shall with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth day of the month following the month in which the deduction is made.

Upon objection by the employee based on bona-fide religious grounds, the fair share obligation shall be paid by the Village of Freeburg to a non-religious charitable organization mutually agreed upon by the employee and the Union or from a list established by the Illinois Labor Relations Board.

ARTICLE 3— UNION ACTIVITIES

Section 3.01 - Nondiscrimination:

Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 3.02 = Visits by Union Representation:

Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Department Head in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employee. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 3.03 = Union Activities:

Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allows, a Union representative will be permitted reasonable time away from his/her assigned job during working hours, not to exceed one (1) hour to:

- a. Investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Articles of this Agreement.
- b. Transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. Consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

The Union shall appoint one (1) employee as the Chief Steward and one (1) employee as the Shop Steward. The Union shall notify the Employer, in writing, as soon as such employees are appointed. Said written notice shall be sent to the Department's Head.

No employee, Chief Steward or Shop Steward shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized in this Section shall not interfere with the efficient operations of the Employer.

Section 3.04 – Union Leaves:

An employee may, at the employer's sole discretion, be given a leave of absence of one (1) week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leave shall be made ten (10) business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Village of Freeburg Public Works Department.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 4— MANAGEMENT RIGHTS

Section 4.01— Rights of Management

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the employees in the Public Works Departments, in all aspects, including, but not limited to, all rights and authority granted by law, except as expressly modified in this Agreement.

Management rights and authority of Employer include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Public Works Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by employees of the Village of Freeburg Public Works Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Public Works department are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of all employees;
- e. To direct and supervise the entire working force of Public Works Department, including the establishment of work standards;

- f. To demote, suspend, discipline, or discharge employees for just cause and to discipline or terminate probationary employees with or without just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services;

The Employer has the sole authority to determine the purpose and mission of the Employer's Public Works Department and the amount of the budget to be adopted thereto.

Section 4.02 = Other Employment:

In the event an employee is engaged in an enterprise or gainful employment other than by the Village of Freeburg, said activities shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity(ies) or his/her employment by the Employer shall be terminated.

Section 4.03 = Civil Emergency Conditions:

If at the sole discretion of the Employer, it is determined that extreme civil conditions exist, including, but not limited to civil disorder, tornado conditions, floods, or other similar catastrophe, the provisions of this Agreement may be suspended by the Employer during the time of declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

Section 4.04 = Personnel Policy:

The Village of Freeburg Employee Handbook, if published, shall control where not in conflict with the terms and conditions of this agreement.

Section 4.05 = Contract Work:

- a. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs.
- b. The Employer shall give the Union notice at least sixty (60) days before subcontracting work that will result in layoffs of bargaining unit employees. Upon demand from the Union, the Employer agrees to bargain the decision and/or impact of the subcontracting/layoffs. In the event the parties are unable to reach a resolution through bargaining, the Employer may implement the subcontracting/layoffs after the expiration of sixty (60) days.

Section 4.06 = Supervisors Doing Work:

Supervisors may continue to perform bargaining unit work they heretofore performed which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is

necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 4.07 - Use of Part-Time Employees during Weekends, Holidays, Non-Normal Hours of Work and Village Emergencies:

If the Village requires additional manpower after attempting to contact bargaining unit employees pursuant to Section 7.04, the Village may utilize part-time (non-bargaining unit) employees to perform any necessary work during weekends, holidays, non-normal working hours and Village emergencies. The Village shall maintain an up to date list of part-time employees and the list shall be made available to the union upon request.

ARTICLE 5 — No Strike/No Lockout

Section 5.01 - No Strike Commitment:

Neither the Union nor its agents or bargaining unit employees will call, initiate, authorize, participate in, or ratify any work stoppage, slow down, unauthorized absence, picketing, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee shall refuse to cross any picket line, where refusal to respond to a Village emergency could potentially cause personal injury, property damage or loss of utility services which could cause personal injury or property damage. An employee violating this section **will** be subject to discipline **in** accordance with Section 15.01.

SECTION 5.02 - No Lockout:

The Village will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6— HOURS OF WORK

Section 6.01 — Workday / Week:

The Public Works Director shall have the right to set the schedule for all employees. A normal work pay period shall consist of eighty (80) hours in a fourteen (14) day pay period. The work week for all employees shall be from 12:01 a.m. on Monday to midnight (12:00) the following Sunday. All employees covered by this agreement shall work eight consecutive hours per day, and five consecutive days per work week. The normal work day shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for an unpaid meal period. Supervisors will schedule meal periods to accommodate operating requirements following State of Illinois laws. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The Employees will also receive two ten (10) minute rest breaks, one in the a.m. and one in the p.m. Employees will be allowed a ten (10) minute cleanup period at the end of their work day. Emergencies, including but not limited to Snow Plowing, Water Plant failure, Water Tower failure, Lift Station failure, Ice Storms, Storms, Water Main Breaks, Sewer Line Breaks, Distribution Maintenance, Power Outages, Electrical Emergencies, General Infrastructure repair shall supersede this section.

Employees shall follow the Village of Freeburg Time Clock Policies attached as Appendix "C".

The Employer shall have the exclusive right to determine the work week, the schedule and all other matters pertaining to hours worked. Should current shifts change, employer agrees to give all employees a fourteen (14) day notice of any change.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per pay period, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period consistent with the terms of this Agreement.

Article 7 - Overtime

Section 7.01 - Overtime Assignments:

The Employer shall have the right to require overtime work and has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the supervisor.

Section 7.02 — Overtime Compensation:

Overtime shall be compensated at the rate of one and one half (1 ^{1/2}) times the employee's regular straight time base rate of compensation; after eight (8) hours per day and/or forty (40) hours per week. All overtime on the calendar day of Sunday shall be paid at two (2) times the rate of pay. If called to work, the employee will receive no less than two (2) hours pay, except for extensions to the normal work day.

For the purposes of this Agreement, any hours for which the employee receives sick time, vacation, holiday, or any other compensation without performing work, shall be considered hours worked and shall be used to calculate the total number of hours worked for determining overtime.

Section 7.03 Availability on Weekends, Holidays, and Non-Normal Hours of Work:

a) Linemen are subject to twenty-four (24) hour telephone standby which shall be shared equally. Water, Sewer and Street department personnel are subject to twenty-four (24) hour telephone standby which shall be shared equally. All employees are required to keep their Village issued cell phones on and respond to emergency calls from their supervisor at all times. In order to assure equal distribution of the standby duties, the following on-call system shall be followed.

b) One (1) lineman and one (1) non-lineman will be designated "on call" each weekend beginning Tuesday at 7:00 a.m. through the following Tuesday at 6.59 a.m. The "on call" restrictions shall not apply to non-normal work time when a normal work day is followed by a normal work day within twenty-four (24) hours. For example, in a week without a holiday, "on call" restrictions would be in effect from 3:30 p.m. on Friday until 6.59 a.m. on Monday. For the purposes of this section, an employee's birthday shall not be considered a holiday.

c) The employee(s) designated as "on call" shall be available for work for emergencies unless prior arrangements have been made with the Supervisor. If an on call employee becomes unable to respond

due to an emergency, sickness, or injury, he must notify his supervisor as soon as practical. Employees who are "on call" for work during a week shall receive five (5) hours pay at their regular rate of pay in the week in which they are "on call" and an additional three (3) hours at their regular rate of pay for each holiday (other than an employee's birthday) whether or not they are called for work during the week, provided that this payment shall not be paid to an employee who could not be reached or refuses a call unless the employee has arranged in advanced with his supervisor for another employee acceptable to the Employer to cover his on-call duties.

d) If called to work, the employee will receive no less than two (2) hours overtime pay, except for extensions to normal work day.

e) When there is a need for an employee to be contacted by the Employer for an emergency, the on-call employees will be contacted first and are expected to answer the call. If extenuating circumstances prevent an immediate answer, the employee will have fifteen (15) minutes to make a return call to the person calling them for directions and an explanation of the emergency at hand. The employee shall report as directed by the supervisor and shall have thirty (30) minutes to respond to the location of the emergency in uniform and in an Employer owned vehicle. Upon initial contact with the supervisor, and at the supervisor's discretion, the response time may be extended for up to one and one-half (1 1/2) hours. The employee will then make contact with their supervisor and give them a status report. If the employee on call fails to make contact in the above stated time, that employee will be subject to discipline in accordance with Section 15.01.

Section 7.04 – Additional Overtime Canvassing:

When canvassing employees for overtime or for call-outs, employees shall be canvassed in a batting order rotation, beginning with the qualified senior employee on the overtime list. Subsequent overtime canvasses shall begin with the employee next on the list following the employee who last worked the overtime. The Employer shall reasonably attempt to offer the overtime to the employee(s) who are at the top of the batting order rotation. If an employee that is not on call does not answer his/her phone or respond to an attempt made by the Employer to contact him/her for overtime or has notified supervisor beforehand that he/she is unavailable, the employee forfeits his/her opportunity to work the available overtime and the employee's name will be moved to the bottom of the "batting order rotation". If the employee does not make contact with the employer within two (2) hours of the initial contact attempt, the employee will be subject to discipline in accordance with section 15.01, unless the employee has notified supervisor beforehand that he/she is unavailable. All employees are required to keep their village issued cell phones on and respond to calls from their supervisor at all times.

Section 7.05 – Meal Allowance:

A meal allowance of eight dollars and fifty cents (\$8.50) will be granted if required to work three (3) hours or more over a normal workday or when to called out to work in excess of four hours overtime.

Section 7.06 – Rest Period

Except in an emergency, employees will not be required to work more than sixteen (16) continuous hours or eighteen (18) hours in any twenty four (24) hour time period and shall, upon release, be entitled to an

eight (8) hour rest period. Should such rest period extend into an employee's regular scheduled work shift the employee shall receive his/her regular rate of pay for all hours not worked during the rest period and shall report for work immediately following the rest period if the rest period ends during his/her regular shift.

Section 7.07 – Compensatory Time:

Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 7.02 - Overtime Pay of this Agreement.

The use and scheduling of compensatory time, which is not allotted to an employee's carry over balance, must be taken within the calendar year during which it was earned and at such times as will not interfere with the efficient operations of Employer. Employer may limit the number of employees who can use compensatory time at the same time. In any case, compensatory time off will not be taken in increments of less than eight (8) hours without the express permission of Employer. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time off in writing, with (48) hour advance notice. Approval of compensatory time off will be at the Employer's discretion.

Employer reserves the right to buyout unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer. An employee covered by this Agreement shall be allowed to earn forty (40) hours of compensatory time in any one (1) calendar year which shall not be subject to the buy-out provisions, unless mutually agreed upon by employee and Employer. Compensatory time accrued prior to December 17, 2012, will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer. An employee may carry over to the next year up to forty (40) hours of compensatory time, but in no event shall an employee be allowed to accumulate more than two hundred forty (240) hours of compensatory time.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for **all** unused compensatory and leave time earned.

ARTICLE 8— HOLIDAYS

Section 8.01 – Designated Holidays:

An employee shall receive a holiday allowance of eight (8) hours pay at his straight time hourly rate for the following holidays. In order to receive this allowance under any Section of this Article, an employee must work his last scheduled shift before and his next scheduled shift after the holiday, unless the employee was **unable to** work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the employee provides the Employer with a doctor's note verifying an inability to work due **to** illness or injury (the Department Head in his or her sole discretion may excuse an

employee from being required to provide a doctor's note). The use of pre-approved vacation or compensatory time off before and after the holiday shall not affect eligibility.

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

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

Section 8.02 — Floating Holiday:

Along with the holidays listed in Section 8.01 employees shall select a floating holiday of their choice and shall receive a holiday allowance of eight hours pay at his straight time hourly rate. Each employee shall select a floating holiday on a date of their choice to be taken subject to prior approval by a supervisor. The floating holiday may be taken on any working day the employee is regularly scheduled to work.

Section 8.03 —Work on Designated Holidays:

If an employee works on one of the above designated holidays, the employee shall receive in addition to his holiday allowance:

- a. one and one half (1 1/2) times the hourly rate of pay for all hours worked during his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- b. two (2) times the hourly rate of pay for work performed outside of his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- c. two (2) times the hourly rate of pay for all work performed on a designated holiday falling on a Sunday.

This section only applies to the dates of observance for holidays designated by the Village under Section 8.01, which may vary from the actual holiday date.

Section 8.04 — Holidays during Vacation Leave:

If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 10.06).

Section 8.05 — Personal Day

Each employee shall receive one (1) personal day per year provided the employee has not taken more than three (3) sick days during the preceding year and the employee has had no lost time due to work related injuries during the preceding year. The personal day may be taken on any working day the

employee is regularly scheduled to work and the employee shall receive an allowance of eight hours pay at his straight time hourly rate. Personal days cannot be carried over from year to year. Personal days shall be taken on a date of the employee's choice subject to prior approval of a supervisor.

ARTICLE 9 - WAGES

Section 9.01 - Base Wages:

The Employer shall pay the wages in accordance with the scheduled set out below.

Payday is to be on every other Friday except when payday falls on a holiday, in which event payday shall be on the workday immediately preceding the holiday.

Classification	4-1-2013	Effective 4-1-2014	Effective 4-1-2015	Effective 4-1-2016	Effective 4-1-2017
		2.5%	2.5%	2.5%	2.5%
Crew Worker	\$22.66	\$23.23	\$23.81	\$24.41	\$25.02
Crew Leader	\$23.86	\$24.46	\$25.07	\$25.70	\$26.34
Public Works Specialist	\$23.58	\$24.17	\$24.77	\$25.39	\$26.02
Apprentice Lineman					
Level I	\$23.11	\$23.69	\$24.28	\$24.89	\$25.51
Level II	\$24.18	\$24.78	\$25.40	\$26.04	\$26.69
Level III	\$25.26	\$25.89	\$26.54	\$27.20	\$27.88
Level IV	\$26.33	\$26.99	\$27.66	\$28.35	\$29.06
Journeyman Lineman	\$27.39	\$28.07	\$28.77	\$29.49	\$30.23
Head Journeyman Lineman	\$28.48	\$29.19	\$29.92	\$30.67	\$31.44

Section 9.02 - Apprentice Step Rate:

To be advanced to the next level, Apprentice Lineman must complete eighteen hundred (1800) hours of on the job training plus successfully complete any required training classes. All straight time and overtime hours will be calculated toward the accumulation of the eighteen hundred (1800) hours necessary for advancement. Absences from work for any reason, vacation, holidays, sick leave, etc. shall not be used to calculate the hours needed for advancement.

Level I:

- Step 1. Learn the operation of an electric utility, operation of equipment and line tools, light climbing, tree trimming around secondary. Learning to work under and take directions from senior employees. Complete and pass T.V.P.P.A. Climbing Lab A or equivalent within six months.
- Step 2. Operation of equipment and tools, application of material, secondary hookups, service work, tree trimming around secondary and services, learning to work under utility personnel. Climbing to secondary, Power Plant maintenance. Complete and pass T.V.P.P.A. Correspondence Course #1 or equivalent within six months of completing Step 1.

Level II:

- Step 3. Operation of equipment and tools, application of material. Secondary hookups, transferring and stringing of secondary lines energized, climbing to primary and working on de-energized, installation of all material including transformers, tree trimming around secondary and services. Power plant maintenance. Complete and pass T.V.P.P.A. Correspondence Course #2 or equivalent within six months of completing Step 2.
- Step 4. Climbing and bucket work, secondary and service work including three phase de-energizing work on all types of underground and overhead construction, tree trimming with sticks to energized primary lines (not above) and all lines below primary, wiring of transformers. Power Plant maintenance equipment operation. Complete and pass T.V.P.P.A. Line Construction Lab B or equivalent within six months of completing Step 3.

Level III:

- Step 5. Climbing and bucket work, advanced skills in secondary and service work, general underground and overhead construction, work single phase primary energized supervised hot stick work to include fusing and installation of hot line clamps, tree trimming around single phase line on bucket. Complete and pass T.V.P.P.A. of Correspondence Course #3 equivalent within six months of completing Step 4.
- Step 6. Climbing and bucket work, advanced skills in single phase primary work, general underground and overhead construction, supervised three phase, primary work in bucket energized, tree trimming around three phase primary. Complete and pass T.V.P.P.A. of Lab C or equivalent within six months of completing Step 5.

Level IV:

- Step 7. Climbing and bucket work in all phases of line construction and maintenance supervised on three phase energized lines. Complete and pass T.V.P.P.A. Correspondence Course #4 or equivalent within six months of completing Step 6.
- Step 8. Climbing and bucket work in all phases of line work. Complete and pass T.V.P.P.A. Apprenticeship top out exam or equivalent within six months of completing Step 7 or at such time as the next top out exam is scheduled.

Section 9.03 Completion of Apprenticeship Steps:

Apprentice Linemen shall make continuous progress towards the completion of the apprentice program within the timeframes set forth above and failure to do so shall constitute just cause for progressive discipline, up to and including discharge.

Section 9.04 = Training and Certification Reimbursement:

A. The Employer will pay for any fees for certification or license testing required by the Employer.

The Employer shall pay for the cost of tuition on a prorated basis for accredited courses that pertain to duties involving the employee's employment with the Employer, provided that the employee received written pre-approval, which shall be at the sole discretion of the Department Head.

The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
Pass on a Pass/Fail Course	100%
B	90%

B. If an employee resigns his/her employment or is terminated for just cause within five (5) years of completing training and/or certification paid for by Village, the employee shall reimburse the Village for the cost of the training and/or certification exceeding \$500.00 in any calendar year paid by the Village for training and certification, on the following prorated basis:

- i. Less than 1 year following the completion of training/certification = 100%
- ii. More than 1 year but less than 2 years following the completion of training/certification = 80%
- iii. More than 2 year but less than 3 years following the completion of training/certification = 60%
- iv. More than 3 year but less than 4 years following the completion of training/certification = 40%
- v. More than 4 year but less than 5 years following the completion of training/certification = 20%

An employee shall only be obligated to reimburse the Village for training/certification costs expended by the Village after the execution of this Agreement on June 2014.

Employee shall reimburse the Village such monies on or before his last date of employment. Employees shall pay such funds via a cashier's or certified check. In the event Employee fails to reimburse the Village on or before his last day of employment Employee hereby authorizes the

Village to withhold such monies from his last payroll check. In the event Employee's last payroll check is insufficient to cover the amount owed to the Village, Employee shall be responsible for the remainder. If the Employee is unable to reimburse the Village in full at the time of separation, the Employee and Village shall agree to a reasonable payment plan. The Village shall have the right to require that the Employee execute a promissory note incorporating the terms of the payment plan.

This provision shall not apply in the event of an Employee's death or permanent disability.

Section 9.05 — Clothing Allowance:

The Employer agrees to provide uniform service to all employees at no cost to the employee.

Specialty clothing such as rain suits, rubber boots, gloves, etc. shall be furnished by the employer at no cost to the employee

A two hundred dollar (\$200.00) annual allowance on work clothing will be provided for all employees covered by this agreement upon the supervisor's approval and submittals of receipts. The allowance may only be used for work clothes necessary for job performance and not other wise provided by the Employer. Work boots must be ANSI approved safety shoes in order to qualify for reimbursement. Work boots damaged in the line of duty (beyond **normal wear and tear**) **will either** be replaced at no cost to the employee, or a credit may be given based upon the pro-rated life of the boots at the time of damage. The determination on if replacement is necessary or the amount of credit to be given shall be made at the sole discretion of the department head prior to purchase and the cost shall not exceed two hundred dollars (\$200.00).

An employee may carry over a maximum of two hundred dollars (\$200.00 from one year to the next and may accumulate a maximum clothing allowance of four hundred dollars (\$400.00). The clothing allowance must be used for qualified clothing and equipment. In no event shall an employee be entitled to a cash payment for any un-used clothing allowance.

Section 9.06 — Reimbursement for Travel Expenses:

Whenever employees are required by the Employer to travel, employees shall be reimbursed for meals and incidental expenses on a per diem basis pursuant to the guidelines published by the U.S. General Services Administration: www.gsa.gov/perdiern.

ARTICLE 10 — VACATION

Section 10.01 — Eligibility

All regular, full-time employees shall earn vacation time. Employees shall be eligible to take paid vacation after one (1) year's continuous employment with the Employer.

The established vacation year, for purposes of employees' vacation shall be their anniversary year. Vacations are accrued or earned based upon the employee's length of service and on time worked the

preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued.

No employee shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his/her intention to resign. If a two (2) week notice is not given by the employee to the Employer, then the vacation time which would have been awarded to the employee for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the employee.

If an employee gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an employee would have earned eighty (80) hours of vacation leave during a year in which he/she resigns, and works one-half (1/2) of the year of employment before giving his/her two (2) week notice, he/she will receive forty (40) hours of vacation leave compensation).

Section 10.02 = Accumulation Rate:

1. Full-time employees hired before December 1, 2011, will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours.

2. Full-time employees hired after December 1, 2011, will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours with a maximum of two hundred forty (240) hours vacation per year.

Section 10.03 = Vacation Pay:

Vacation pay will be calculated by using the employee's regular straight time hourly rate of pay for the vacation period and will be on his or her regular scheduled payday.

Section 10.04 = Scheduling:

On or before December 1st of each year, the Employer shall post a vacation sign-up sheet; employees shall select vacation leave to be taken during the upcoming year. All vacation requests are subject to approval of the Employer. Employees shall schedule vacations on the basis of seniority as determined

under Article 14, Seniority, of this Agreement. For the employee to exercise seniority when scheduling vacation, the employee must submit all vacation requests by February 1 of each year.

Any vacation not selected by February 1 will be scheduled on a first come, first serve basis; provided that if two or more employees request vacation at the same time, the most senior employee will be given first preference.

Section 10.05 - Use:

Vacation hours shall not be taken in advance of actually earning it. The numbers of employees allowed on vacation shall be determined by the Employer. Minimum staffing levels will be set at the beginning of each calendar year by the employer in a vacation guideline letter issued to the employees. Employees shall be granted their vacations as requested provided the employer is able to maintain continuous and efficient service and effective processing of the workload. Each employee must request use of his/her vacation time in writing with at least twenty-four (24) hours of advanced notice. Vacation time shall be used in minimum increments of four (4) hours, unless a lesser amount is approved by the supervisor in his or her sole discretion.

Section 10.06 - Holidays during Vacation:

If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 8.04).

Section 10.07 Hospitalization during Vacation:

If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some time later.

Section 10.08 - Village Emergency:

In the event an employee is called back to work due to a Village emergency, the employee shall be paid vacation time plus one and one half (1^{1/2}) times the regular hourly rate of pay for all hours worked while on scheduled vacation.

ARTICLE 11 – SICK LEAVE

Section 11.01 – Sick Leave Accrual

All regular, full-time employees will earn sick leave at the rate of eight (8) hours per month. The sick leave can be carried forward to succeeding years, but not to exceed one thousand nine hundred twenty (1920) hours at the beginning of any calendar year. On January 1st of the year an employee celebrates their fifth (5th) year employment anniversary, and all years thereafter, employees shall be granted ninety-six (96) hours of sick leave annually, subject to the maximum carry over allowed. Each January 1, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

Section 11.02— Eligibility:

(A) Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

(B) If an employee has received sick leave contrary to the provisions of this agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

Section 11.03 = Use:

Sick leave shall be used in minimum increments of one (1) hour.

Section 11.04 = Verification of Sick Leave by a Physician:

Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from any employees for use of sick leave if requested by the Public Works Director or, in his/her absence, the immediate supervisor or other designee of the Director of Public Works.

Section 11.05 = Light Duty:

Employees that are off duty due to a non-duty related illness or injury may request to return to work on a light duty status. The Employer has the sole discretion on the approval of light duty. An employee with the Employer's permission, and with a physician's statement, may return to work on a "light-duty" status.

ARTICLE 12— HEALTH AND WELFARE

Section 12.01 — Health Insurance, Dental, and Vision

- (a) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.
- (b) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

Section 12.02 = Health Insurance Advisory Committee

The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of two (2) members selected from each collective bargaining unit group within the Village and two (2) members selected from other non-union Village employees. Each

member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by two (2) members of the Village Board of Trustees and the Mayor or designee. The employer representatives shall serve as *ex officio* (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

Section 12.03 = Increase of Health Plan Costs

If the annual average per employee cost of the Village Health Plan increases above \$16,225.78, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase above \$16,225.78. In the event that the Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to fifty percent (50%) of the increased average per employee cost above \$16,225.78 of the less expensive of those two (2) plans.

Any such employee health plan contributions shall be withheld each pay period in equal installments throughout the year.

For the purposes of this section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual reimbursements and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family) after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

Section 12.04 = Life Insurance

The Employer shall obtain for each employee covered by the terms of the Agreement \$15,000 of life insurance, plus not less than \$2,000.00 of term life insurance for the employee's spouse and dependents.

ARTICLE 13 -LEAVE OF ABSENCES

Section 13.01 –Jury or Witness Duty:

An employee serving jury duty while scheduled to work shall be compensated the difference in court payment for wages and normal straight-time wages. The Village shall pay an employee serving on jury duty his normal pay and the employee shall turn over to the Village any pay received for services rendered as a juror for days he was scheduled to work.

An employee must report to work for the hours he is scheduled when not actually reporting for jury duty. Employees must provide notice of required jury service to their supervisor, the Public Works Director or his designee as soon as possible so that the Employer may make arrangements to accommodate their absence. Employees are required to return to work when they are excused from jury duty. However, employees shall not be required to return to work on nights while such employee is performing jury duty in the daytime.

Section 13.02 – Death in Family:

A leave of absence with pay of up to three (3) days, will be allowed in the event of the death of an employee's father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

A leave of absence with pay of up to one (1) day will be allowed in the event of the death of the grandfather or grandmother of an employee or an employee's spouse.

To be eligible for payment under this section the employee must attend the services of the designated relative. Upon request, the employee shall furnish employer with proof of attendance, the deceased relative's name, the name and address of the funeral home, and the date of the funeral. The employee shall not be paid for regularly scheduled days off.

Section 13.03 – Military Leave:

Military leave will be granted as an unpaid leave in accordance with applicable law.

Section 13.04 – Maternity Leave:

Female employees shall be granted maternity leave in accordance with state and federal law.

Section 13.05 – Non-Paid Leave of Absence

(a) The Public Works Director may recommend to the Village Board leaves of absence, without pay or salary, to employees under his supervision. The Village Board may in its sole discretion approve or deny the recommendation.

ARTICLE 14— SENIORITY

Section 14.01 – Seniority:

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service on behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The employer will maintain a seniority list and update date it whenever necessary. The employer will furnish a copy of the seniority list to the Union whenever applicable.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority:

Local Union seniority is defined as seniority resulting from an employee's length of service in a full-time position in this bargaining unit.

Village Seniority:

Village seniority, as used in this Agreement, shall be defined as seniority resulting from an employee's length of full-time employment by the employer. For the purposes of vacation accrual Village Seniority will be used.

Tied Seniority:

Should any employee be tied with another for Local Union Seniority purposes, the employee with the greater Village Seniority shall be deemed the more senior employee for Local Union Seniority purposes. In the event a tie still exists, seniority shall be determined based upon the alphabetic order of the employees' last names.

Section 14.02 - Breaks in Seniority:

Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, unless the employee can prove physical inability to call in;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, unless the employee can prove physical inability to call in;
- f. If an employee is laid off for a period of one (1) continuous year.

Section 14.03 - Layoff/Recall:

Should it become necessary to reduce the work force, the employer shall have the sole discretion to determine which bargaining unit classifications are subject to layoff. Probationary and part-time employees shall be laid off prior to full time employees performing the same job classification. Layoffs shall then be made on the basis of inverse seniority with the least senior person in the job classification laid off first. Employees being laid-off shall receive no less than a seven (7) day notice prior to layoff. A laid-off employee shall be eligible for recall for a period of one (1) year from the date of layoff. The Employer shall have the sole discretion to determine which bargaining unit job classifications are recalled first, provided that laid-off employees in the job classification are recalled in the reverse order of layoff. Notice of recall to a laid-off employee shall be made by telephone or, if said employee cannot be reached by phone, by certified mail to his/her last known address. If said employee fails to return to work within seven (7) working days of the mailing of such request, all employment rights of such employee may be terminated, it shall be the employee's responsibility to keep the Employer notified at all times of a change in his/her telephone number and/or mailing address. Failure by the laid-off employee to do so shall relieve the Employer of any responsibility to recall such employee.

Section 14.04 - Vacancies:

When a permanent vacancy occurs within any job classification covered by this Agreement, a notice of such job vacancy shall be posted for a period of five (5) working days and the Shop Steward shall be notified where the vacancy exists. Any employee desiring to submit a bid for such job may do so in writing within such five (5) day period. The senior employee who bids for such job shall be assigned to such job when it becomes vacant, provided that the employee has the skill and ability to perform the

work. A successful bidder shall be on probation for a period of ninety (90) days and shall receive the appropriate pay rate for said job classification, during said ninety (90) days the employee may be transferred back to his/her former position at the sole discretion of the employer or voluntarily elect to return to his/her former job classification and pay rate.

If a vacancy in a classification is not filled in accordance with the bidding procedure, then said vacancy may be filled by the Employer through outside sources.

Section 14.05 Probationary Period:

(a) A new employee entering the full time employment with the Employer shall be subject to a twelve (12) months probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the twelve (12) months, he shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

(b) Nothing shall act to prevent any employee during the twelve (12) month probationary period of his employment from obtaining adjustments of grievances for matters other than discipline and discharge as provided in Article 16. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.

(c) The provisions of Article 14 will not apply to employees expressly employed on a temporary basis.

Section 14.06 Seniority if Injured:

An employee who is injured in the course and in the scope of his/her employment by the Employer shall continue to accumulate seniority and upon recovering shall be reinstated to his former position with full seniority provided he returns to work immediately upon being released by the attending physician.

ARTICLE 15 – DISCIPLINE

Section 15.01 – Progressive Discipline:

Employees may be disciplined for just cause and all discipline is subject to Article 16 — Grievance Procedure, of this Agreement. If the employee so desires, said employee may have Union representation present at any meetings between an employee and the employer concerning discipline. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay and discharge. Disciplinary action shall be imposed upon non-probationary employees when warranted. Probationary employees may be discharged for any cause or no cause at all.

Section 15.02 – Non-Progressive Discipline:

The use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including immediate discharge. Offenses justifying immediate discharge shall include, but are not limited to:

- (a) Unprovoked or unjustified assault or battery of a supervisor, fellow employee, or any other person while the employee is on duty;
- (b) The conviction of any crime, either felony or misdemeanor, which affects the Employer's insurance rates or exposure to liability or the employee's ability to perform his duties;
- (c) Intoxication or the use of alcoholic beverages or illegal drugs when at work or during work hours;
- (d) Conviction of any felony, whether committed on-duty or off-duty;
- (e) Making a false statement on the application for employment;
- (f) The violation of a rule for which the employee has already received a suspension within the prior three (3) years;
- (g) The violation of any rule within three hundred sixty-five (365) days after returning from a disciplinary suspension when employee has previously been suspended for other rule violations on at least two (2) previous occasions, within the prior three (3) years;
- (h) Possessing or carrying of a firearm or weapon on Village property, in a Village vehicle or at a work site;
- (i) Falsifying time cards or making a false claim for payment to the Employer;
- (j) Theft of Village property;
- (k) Sleeping while on duty, other than during designated break times;
- (l) Other offenses of similar gravity determined by the Employer to warrant immediate removal.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 16.01 – Definition:

A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an expressed provision of this Agreement. "Business Day" as used in this Article shall be defined as a day of which the Employer's Office is open for regular business to the public, Monday through Friday, from 7:00 a.m. to 5:00 p.m., excluding weekends and holidays as defined in Section 8.01, Designated Holidays, of this Agreement.

Section 16.02 = General Rules:

- (A) Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
- (B) Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or with attachments thereto.

(C) Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extensions shall be to a date certain.

(D) In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task, unless the issue involves immediate risk to the employee(s) life and health, the employee shall first complete his assigned work task and grieve later.

(E) When a grievance is filed, it shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employee(s) affected or the Union representative.

(F) Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used to establish the meaning, interpretation or application of the agreement.

Section 16.03 — Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specific time period.

Step 1 — Immediate Supervisor/Manager:

The affected employee(s) and the Union Steward shall discuss the grievance with the immediate Supervisor within five (5) business days of the event giving rise to the grievance. The employee(s) or the Union Steward and the Supervisor shall sign and date a grievance form indicating the nature of the dispute and the desired settlement before ending the discussion. The Supervisor shall respond to the grievance in writing within five (5) business days.

Step 2 — Village Administrator

If the grievance is not resolved at Step 1, the Union Business Representative may, within ten (10) business days of the Step 1 answer, submit the written grievance to the Village Administrator. The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee with response to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing **to** the Union within ten (10) business days of the hearing.

Step 3 — Mediation:

If the grievance is not resolved at Step 2, the parties may, by mutual agreement only, submit the grievance for mediation within fifteen (15) business days after receipt of the Village Administrators Step 2 response. Should the parties choose mediation, they shall jointly notify the Federal Mediation and Conciliation Service (FMCS) in writing. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach agreement, it shall be reduced to writing and signed by both parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set precedent for other grievances.

Step 4 — Arbitration:

If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not pursued, within ten (10) business days after the Step 2 response, that the grievance be submitted to binding arbitration. The parties shall jointly request that FMCS supply a list of seven (7) arbitrators.

Upon receipt of said list, each party shall alternately strike a name until one name remains. The name remaining shall be the arbitrator. The order of striking names shall be determined by a coin toss. The parties shall jointly notify the arbitrator in writing, requesting a hearing, and shall arrange for the services of a court reporter.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator and the court reporter. The hearing shall be closed to the public and press, and be held in a mutually agreed to location.

Section 16.04 Decision of the Arbitrator:

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall not have the power to make decisions contrary to or inconsistent with applicable Federal or State Law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall issue a written decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof for a date certain. Consistent with the provisions of this Article, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

Section 16.05 – Time Limits:

Time limits set forth in the Article may be extended by mutual agreement of the Union and the Employer and confirmed in writing. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered withdrawn. Should the Employer be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted.

Section 16.06 – Expedited Procedure for Discharge:

Grievances regarding the discharge of an employee by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within five (5) business days of discharge.

If the Village Board of Trustees delegates authority to discharge employees to the Department Head in the future, Grievances regarding discharge by the Department head shall be filed in writing at Step 2 of this procedure within five (5) business days of discharge. The Village Administer shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administer shall render a decision in writing to the Union within ten (10) business days of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

ARTICLE 17— LABOR! MANAGEMENT MEETINGS

Section 17.01 – Meetings

Labor and management mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between labor representatives and management representatives of the employer. Such meetings, called Labor/Management Meetings, may be requested at least ten (10) days in advance by either party by placing in writing a request to the other party for a Labor/Management Meeting. The parties may mutually agree to waive the ten (10) day requirement.

Section 17.02 – Exclusive of Grievances:

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings", nor shall negotiations for the purpose of altering any and all terms of this Agreement be carried on at such meetings.

ARTICLE 18 — SAFETY

Section 18.01 — Safety:

The Village of Freeburg Safety Manual, if published, shall be made part of this agreement. The Union will not object to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. The Employer agrees that any changes to existing safety and health standards and rules will be discussed with the Union before they are implemented by the Employer. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards, rules and laws. Employees shall act responsibly to protect their safety and that of their fellow workers in complying with safety and health standards, rules and laws.

Section 18.02 = Safety Equipment:

The Employer agrees to provide any required safety equipment necessary for the employees to perform work assigned to them at no cost to the employee.

Article 19 — PENSION

Section 19.01— Retirement Fund:

From April 1, 2011 through March 31, 2014, the Employer agrees to continue its participation on behalf of the members of the Bargaining Unit in the Illinois Municipal Retirement Fund to include any mandated changes required by the IMRF or Illinois State Law.

ARTICLE 20— GENERAL PROVISIONS

Section 20.01 — Residency Requirement:

Employees shall maintain their place of residence within six (6) miles of the Freeburg Community High School District #77. Employees must be in compliance with the residency requirement within six (6) months of completing their probation period.

Section 20.02 = Bulletin Board

The employer shall provide a bulletin board at all appropriate work locations for the purpose of the posting of all legitimate Union notices and material.

ARTICLE 21— SUBSTANCE ABUSE POLICY

Section 21.01 — Drug-Free Workplace and Substance Abuse Policy:

The Drug-Free Workplace and Substance Abuse Policy, attached as Appendix B, shall be in full force and effect under this Agreement.

ARTICLE 22 = SEPARABILITY AND SAVINGS

APPENDIX "B" - DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY

The Village is committed to providing a safe healthy and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

- (a) Reporting to work with any illegal drug in his/her system, possessing, distributing, selling, manufacturing, or the usage of any illegal drug;
- (b) reporting to work with any alcohol in his/her system, consuming alcoholic beverage while on Village premises, in Village vehicles, or while on Village business or time, or bringing alcohol onto Village premises or job sites, unless specifically approved by the Village Board of Trustees; and,
- (c) Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to, and including, termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered as usage. Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes shall, in the event such drugs could impair their physical, mental emotional or other faculties, notify their department head for further consideration.

The Village's substance abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness program;
- Drug testing of all applicants;
- Drug testing for accidents involving personal injury requiring medical attention and/or property damage;
- Drug testing when a supervisor reasonably suspects that an employee is using during working hours;
- Drug testing on a random basis at the discretion of the Board.

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately

from the employee's personnel file. These medical files will be kept locked and secured, and access will be limited to the Mayor, Personnel Committee, Administrator and Health Insurance Coordinator in the Village. Under no circumstances shall the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

If employees are involved in an accident causing damage to property or requiring medical attention, it is mandatory that the employee be screened to determine whether they test positive for drugs and/or alcohol. **NOTE: A positive drug or alcohol test may result in the loss of Workman's Compensation benefits.**

If a supervisor reasonably suspects that an individual is at work and using alcohol and/or drugs, the supervisor should notify the department head or Mayor to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be using drugs and/or alcohol. Symptoms may include, but are not limited to, slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol present or erratic behavior. The supervisor or department head should make a written record of the employee's name, the date, time and symptoms present. This documentation should be attached to the test results and kept in the confidential medical file as justification for why the tests were performed. In the State of Illinois, "reasonable suspicion" is defined as anything more than a hunch. Drug testing may include both blood and urine samples.

In the case of employees being tested for reasonable suspicion of substance abuse, the supervisor shall take the employee to the testing facility designated by the Village and shall arrange for transportation of the employee to his or her home after the testing.

The individual tested for reasonable suspicion shall not return to work the day of testing, but shall be sent home with pay. Pending the outcome of the testing, the employee shall not be permitted to return to work but shall continue to receive their normal pay. If testing results are negative, the employee will be allowed to return to work with no loss in pay. If the test results are positive, the employee shall cease to receive pay, must be re-tested, and must test negative before being allowed to return to work. The employee's normal pay shall resume upon returning to work. At the employee's option, accumulated sick leave and/or vacation can be taken to avoid loss of pay.

Violations of this policy, whether discovered by random testing, compulsory testing following an accident, or by employee admission shall be handled as follows:

For the first violation the employee will be offered an opportunity to enter a substance abuse rehabilitation program.

If the employee chooses not to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing for the next **three (3) years**. A positive test result during that **three (3) year** period will result in the employee's termination.

If the employee chooses to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing once every **three (3) months** for **one (1) year**. If the employee again tests positive during that **one (1) year** period, he or she shall have the option of entering an additional rehabilitation program. Whether or not the employee enters such additional rehabilitation program, he or she will be subject to random testing for an additional three (3) years and another positive test result during that **three (3) year** period will result in termination.

Any employee, who is allowed to return to work following a violation of this policy, whether or not he or she is participating in a substance abuse rehabilitation program, shall be expected to maintain satisfactory job performance. Nothing contained in this policy shall be construed to prevent an employee from being disciplined for any other misconduct, which may occur while using or under the influence of prohibited drugs and/or alcohol. Any employee convicted under any drug or alcohol related criminal statute shall be deemed to be in violation of this policy.

While the Village does not condone the abuse of alcohol, prescription drugs, and/or the use of illegal drugs, the Village does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management, the Village will assist the employee in seeking treatment. This treatment will be at the sole cost and expense of the employee. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

While the Village health insurance plan may provide rehabilitation benefits under certain conditions, such benefits are not guaranteed and it shall be the responsibility of the employee to qualify for any available benefits. Employees are encouraged to read the health insurance plan in force from time to time for further information.

Access to the Village/s premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee/s office, desk, file cabinet, closet, locker, or similar place. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to the Village.

Any prohibited materials (or materials that may be found to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal

and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving or on the premises or property of the Village. Refusal to cooperate in such an inspection or search is grounds for termination. No employee shall place or utilize a lock on any Village property including lockers, desks or cabinets without providing the Village with a spare key to gain access to the locked area in the event the employee is unable or unwilling to open the lock.

APPENDIX "C" - VILLAGE OF FREEBURG TIME CLOCK POLICIES

- All union, part-time and seasonal (non-exempt, non-appointed) employees are required to "punch" a daily time card using a designated time clock at the start and end of each workday.
- Employees must punch in prior to the start of their work shift and be ready to begin work at their work assignment at the starting time of the shift. Employees must punch out at the end of their work shift. Employees are not required to punch out for regular breaks and/or meal time allowed during their shift.
- Employees who leave during the middle of their shift for approved leave and then return to work must punch out when they leave and then punch in again when they return to work.
- For the purpose of computing compensation, time clock punches will be rounded forward or backward, according to a seven minute time period.
 - o Use the following as a guide when determining the round:

7:53 a.m. to 8:07 a.m. = 8:00 a.m.

8:08 a.m. to 8:22 a.m. = 8:15 a.m.

8:23 a.m. to 8:37 a.m. = 8:30 a.m.

8:38 a.m. to 8:52 a.m. = 8:45 a.m.

- o This time allowance does not excuse tardiness or leaving early; employees are expected to be ready to work at the beginning of their scheduled shift and remain on the job until the end of their shift.

- A pattern of time clock policy violations, such as late punch ins, early punch outs, or missed punches, will subject an employee to disciplinary procedures set forth on the following schedule:

OCCURRENCES	DISCIPLINE	DURATION OF CORRECTIVE DISCIPLINARY ACTION	OCCURRENCES DURING CORRECTIVE DISCIPLINARY ACTION
(In any 12-month period)			
1 – 3	No Formal Discipline		
4	Verbal Warning		
5	Written Warning		

6	Written Reprimand	90 Days	Any two occurrences within 90 days will result in a 1 day suspension
7	One Day Suspension	90 Days	Any two occurrences within 90 days will result in termination
8	Termination		

- No one may possess or punch the time card of another employee under any circumstance. Falsifying any time card records is strictly prohibited. Such actions shall be grounds for disciplinary action, up to and including immediate dismissal.
- If an employee fails to punch his or her card, he or she must notify the appropriate supervisor. Failure to punch in and out appropriately shall be grounds for disciplinary action.
- Only the appropriate supervisor may alter any information on a time card. Any alterations must be initialed and dated by the supervisor. On rare occasions, such as an employee being unavoidably detained or unable to punch in or out due to an emergency, supervisors may make alterations or excuse a late punch in or punch out, as the case may be. All such requests for alterations or to be excused shall be within the sole discretion of the supervisor.
- The appropriate supervisor must authorize any overtime. Employees must punch the time clock when reporting for a callout or overtime.
- Any time clock malfunctions must be reported immediately to appropriate supervisor.

ORDINANCE NO. 1509

**AN ORDINANCE OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF FREEBURG, ILLINOIS,
APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AND THE
MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE VILLAGE OF FREEBURG, ILLINOIS AND THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO, LOCAL 148
FOR OFFICE STAFF**

WHEREAS, the International Union of Operating Engineers, AFL-CIO, Local 148 (the "Union") is the authorized bargaining representative for certain employees of the Village of Freeburg Public Office Staff;

WHEREAS, the duly authorized representatives of the Village of Freeburg in good faith have negotiated a four (4) year collective bargaining agreement ("Agreement") with the Union for the term of April 1, 2014 through March 31, 2018;

WHEREAS, the Agreement has been ratified by the membership of the bargaining unit;

WHEREAS, the Village of Freeburg is authorized to enter into the Agreement under the Illinois Municipal Code (65 ILCS 5/8-1-7) and the Illinois Public Labor Relations Act (5 ILCS 315/21);

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Village of Freeburg to execute the Agreement.

NOW, THEREFORE, be it ordained by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois as follows:

SECTION 1. The Agreement between the Village of Freeburg and the Union, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

SECTION 2. The Mayor of the Village of Freeburg, Illinois is hereby authorized and directed to execute the Agreement attached hereto and made a part hereof, and the Village Clerk is hereby authorized and directed to attest the same.

SECTION 3. The Village Board hereby authorizes disbursement of all retroactive pay as provided in the Agreement.

SECTION 4. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED by the Board of Trustees and approved by the Mayor this _____ day of July, 2014.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____ 2014.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

***VILLAGE OF FREEBURG, ILLINOIS
(VILLAGE HALL OFFICE WORKERS)***

AND

***INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO, LOCAL 148***

April 1, 2014 through March 31, 2018

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PREAMBLE

This agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "Employer") and The International Union of Operating Engineers, Local 148 (herein referred to as the "Union").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Union; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operations of essential services provided to the Village residents and businesses by the Village of Freeburg. When in this agreement the masculine gender is used, the same shall apply to the members of the female gender.

In consideration of the mutual promises and obligations contained herein, the parties hereto, by their authorized representative and/or agent do mutually agree as follows:

ARTICLE 1— RECOGNITION

Section 1.01 — Recognition:

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on those matters relating to wages, hours of work, and other terms and conditions of employment in the bargaining unit as certified by the Illinois Labor Relations Board, Case No. S-RC-13-030. The bargaining unit shall include:

Included: All Regular, full-time employees of the Village of Freeburg in the following titles: Office Manager; Utility Billing Clerk; Finance Clerk; Police Department Secretary.

Excluded: All other employees of the Village of Freeburg, including all part-time or temporary employees, of the Village of Freeburg, and all employees excluded by the Illinois Public Labor Relations Act.

ARTICLE 2 UNION SECURITY

Section 2.01 — Union Security:

It is understood and agreed by and between the parties that as a condition of employment, all persons who are hereafter employed by the Employer in the bargaining unit which is subject of this Agreement shall either become members of the Union not later than the thirty (30) days following the beginning of their regular employment or pay a fair share amount equal the periodic monthly dues and initiation fees uniformly required of all Union members in accordance with Section 2.02 of this agreement.

Section 2.02 = Dues Deduction:

Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the prescribed Union dues and initiation fees from the wages of the employees who individually and voluntarily authorize such deductions. Such deductions shall be paid over to the Union by check not later than the twentieth (20th) day of each month following the deduction of dues and shall be remitted monthly to the Union at 2929 South Jefferson Avenue, St. Louis, Missouri, 63118. The Union accepts full responsibility for the authenticity of each and every payroll deduction card submitted to the Employer and will indemnify and save the Employer harmless from any claim, suits, judgments, and from any liability resulting from any action taken by the Employer for the purpose of complying with the provisions of this Article. The Union will notify the Employer by letter stating changes in the dues thirty (30) days before the effective date of the increase in dues.

Section 2.03 = Fair Share:

Any employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire also be required to pay a fair share as defined above.

Upon notice from the Union the Employer shall with respect to any employee on whose behalf Employer has not received a written authorization as provided for above, deduct from the wages of such employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth day of the month following the month in which the deduction is made.

Upon objection by the employee based on bona-fide religious grounds, the fair share obligation shall be paid by the Village of Freeburg to a non-religious charitable organization mutually agreed upon by the employee and the Union or from a list established by the Illinois Labor Relations Board.

ARTICLE 3— UNION ACTIVITIES

Section 3.01 - Nondiscrimination:

Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 3.02 — Visits by Union Representation:

Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Village Administrator in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employee. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 3.03 — Union Activities:

Employees shall not engage in Union activities during working hours, except as provided herein. Provided that the efficient operations of the Employer allows, a Union representative will be permitted reasonable time away from his/her assigned job during working hours, not to exceed one (1) hour to:

- a. Investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Articles of this Agreement.
- b. Transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. Consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

The Union shall appoint one (1) employee as the Chief Steward. The Union shall notify the Employer, in writing, as soon as such employees are appointed. Said written notice shall be sent to the Village Administrator.

No employee or the Chief Steward shall leave his/her work to pursue any Union activity without first receiving permission from his/her supervisor. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized in this Section shall not interfere with the efficient operations of the Employer.

Section 3.04 — Union Leaves:

An employee may, at the employer's sole discretion, be given a leave of absence of one (1) week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions or conferences. It is understood that requests for such leave shall be made ten (10) business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Village of Freeburg.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 4— MANAGEMENT RIGHTS

Section 4.01 — Rights of Management:

The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the employees in this bargaining unit of the Administration Department and Police Department, in all aspects, including, but not limited to, all rights and authority granted by law, except as expressly modified in this Agreement.

Management rights and authority of Employer include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Village of Freeburg and its properties and facilities and the staff;
 - b. To plan, direct, control, assign and determine the operations or services to be conducted by employees of the Village of Freeburg;
 - c. To determine the methods, processes, means, job classifications and number of personnel by which the Village of Freeburg operations are to be conducted;
 - d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of all employees;
 - e. To direct and supervise the entire working force of the Village of Freeburg, including the establishment of work standards;
 - f. To demote, suspend, discipline, or discharge employees for just cause and to discipline or terminate probationary employees with or without just cause;
 - g. To make, add, delete, alter and enforce procedures, rules and regulations;
 - h. To introduce new or improved methods, equipment or facilities;
- To contract out for goods and services;

The Employer has the sole authority to determine the purpose and mission of the Village of Freeburg and the amount of the budget to be adopted thereto.

Section 4.02 = Other Employment:

In the event an employee is engaged in an enterprise or gainful employment other than by the Village of Freeburg, said activities shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute a conflict of interest with employment for the Employer. Should an employee's employment by an entity other than the Employer violate the terms of this Section, either the employee will immediately terminate employment with the other entity(ies) or his/her employment by the Employer shall be terminated.

Section 4.03 = Civil Emergency Conditions:

If at the sole discretion of the Employer, it is determined that extreme civil conditions exist, including, but not limited to civil disorder, tornado conditions, floods, or other similar catastrophe, the provisions of this Agreement may be suspended by the Employer during the time of declared emergency. The Employer shall make every reasonable effort to re-establish normal operations as soon as possible.

Section 4.04 = Personnel Policy:

The Village of Freeburg Employee Handbook, if published, shall control where not in conflict with the terms and conditions of this agreement.

Section 4.05 = Contract Work:

- a. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs.
- b. The Employer shall give the Union notice at least sixty (60) days before subcontracting work that will result in layoffs of bargaining unit employees. Upon demand from the Union, the Employer agrees to bargain the decision and/or impact of the subcontracting/layoffs. In the event the parties are unable to reach a resolution through bargaining, the Employer may implement the subcontracting/layoffs after the expiration of sixty (60) days.

Section 4.06 = Supervisors Doing Work:

Supervisors may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE 5— NO STRIKE/NO LOCKOUT

Section 5.01 — No Strike Commitment:

Neither the Union nor its agents or bargaining unit employees will call, initiate, authorize, participate in, or ratify any work stoppage, slow down, unauthorized absence, picketing, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this

Agreement. No employee shall refuse to cross any picket line, where refusal to respond to a Village emergency could potentially cause personal injury, property damage or loss of utility services which could cause personal injury or property damage. An employee violating this section will be subject to discipline in accordance with Section 15.01.

Section 5.02 — No Lockout:

The Village will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6— HOURS OF WORK

Section 6.01 — Hours of Work:

The standard hours of work shall be 8 hours per day. The work week shall start on Monday at 7:00 a.m. and end on Friday at 5:00 p.m. On the work day of Friday, only one employee will be required to be on duty from 4 p.m. to 5 p.m.

Section 6.02 — Flexible Hours and Work Schedule: A flexible work schedule shall be available to employees in this bargaining unit at the discretion of the appropriate department head. Flexible schedule shall be scheduled in advance with no employee scheduled to work earlier than 7:00 a.m. nor later than 5:00 p.m. Deviations from and changes to the approved flexible schedule shall be approved by the department head. Hours scheduled will be with the input of the bargaining unit employees and shall be determined by the needs of the Village, the qualifications of the employee assigned to do the work, and are intended to cover the essential job and work functions of the Administration and Police Department.

Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The employees shall receive an hour unpaid lunch period. The Employees will also receive two ten (10) minute rest breaks, one in the a.m, and one in the p.m. Employees will be allowed a ten (10) minute cleanup period at the end of their work day. All breaks will be staggered or otherwise scheduled to avoid any interruptions of service to the public.

These definitions shall not constitute a guarantee by the Employer of any number of hours per workday or per pay period, or as limitation on the Employer's right to schedule and require work in excess of the normal workday or normal work period consistent with the terms of this Agreement.

Section 6.03 — Time Clock:

Employees shall follow the Village of Freeburg Time Clock Policies attached as Appendix "C".

Article 7 - Overtime

Section 7.01 - Overtime Assignments:

The Employer shall have the right to require overtime work and has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the supervisor.

Section 7.02 — Overtime Compensation:

Overtime shall be compensated at the rate of one and one half (1 1/2) times the employee's regular straight time base rate of compensation; after eight (8) hours per day and/or forty (40) hours per week. All overtime on the calendar day of Sunday shall be paid at two (2) times the rate of pay. If called to work, the employee will receive no less than two (2) hours pay, except for extensions to the normal work day.

For the purposes of this Agreement, any hours for which the employee receives sick time, vacation, holiday, or any other compensation without performing work, shall be considered hours worked and shall be used to calculate the total number of hours worked for determining overtime.

Section 7.03 = Overtime Canvassing:

When canvassing employees for overtime or for call-outs, the employee who normally performs the work shall be canvassed first. Should the employee who normally performs the work not be available or declines the overtime assignment the overtime will be offered to the senior employee qualified to perform the work. If an employee does not answer their phone or respond to an attempt made by the Employer to contact him/her for overtime, the employee forfeits his/her opportunity to work the available overtime.

Section 7.04 = Village Hall Cleaning

Employees who are covered by this Bargaining Agreement shall be responsible for the cleaning of the Village Hall during off duty hours. Compensation for such cleaning shall be in the form of overtime pay or compensatory time off. The schedule for the cleaning will be determined by the employees on a weekly basis subject to approval of the Village Administrator. The Village or the Union may decide to discontinue this cleaning service and will provide the other party with a 60 days' written notice.

Section 7.05 = Meal Allowance:

A meal allowance of eight dollars and fifty cents (\$8.50) will be granted if required to work three (3) hours or more over a normal workday or when to called out to work in excess of four hours overtime.

Section 7.06 = Rest Period

Employees will not be required to work more than sixteen (16) continuous hours and shall, upon release, be entitled to an eight (8) hour rest period. Should such rest period extend into an employee's regular scheduled work shift the employee shall receive his/her regular rate of pay for all hours not worked during the rest period and shall report for work immediately following the rest period if the rest period ends during his/her regular shift.

Section 7.07 = Compensatory Time:

Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off, the rate of compensation shall be the same as that provided for in Section 7.02 - Overtime Pay of this Agreement.

The use and scheduling of compensatory time, which is not allotted to an employee's carry over balance, must be taken within the calendar year during which it was earned and at such times

as will not interfere with the efficient operations of Employer. Employer may limit the number of employees who can use compensatory time at the same time. Compensatory time shall be used in increments of one (1) hour or more but in any case, compensatory time off will not be taken without approval of the Village Administrator. Use of compensatory time will not create overtime for other bargaining unit members. The employee must request compensatory time off in writing, with (48) hour advance notice. Approval of compensatory time off will be at the Employer's discretion.

Employer reserves the right to buyout unused compensatory time in the form of cash; however, compensatory time may be granted in lieu of overtime cash payment at the discretion of Employer. An employee covered by this Agreement shall be allowed to earn forty (40) hours of compensatory time in any one (1) calendar year which shall not be subject to the buy-out provisions, unless mutually agreed upon by employee and Employer. Compensatory time accrued prior to February 25, 2013, will not be subject to buyout by the Employer unless by mutual agreement between employee and Employer. An employee may carry over to the next year up to forty (40) hours of compensatory time, but in no event shall an employee be allowed to accumulate more than two hundred forty (240) hours of compensatory time.

In the event of termination, an employee's employment with Employer shall not be extended by any or all amounts of compensatory or other leave time accrued. Upon separation of employment with Employer, an employee will be compensated in the form of cash for all unused compensatory and leave time earned.

ARTICLE 8— HOLIDAYS

Section 8.01— Designated Holidays:

An employee shall receive a holiday allowance of eight (8) hours pay at his straight time hourly rate for the following holidays. In order to receive this allowance under any Section of this Article, an employee must work his last scheduled shift before and his next scheduled shift after the holiday, unless the employee was unable to work the last scheduled day before and/or the first scheduled day after the holiday due to illness or injury and the employee provides the Employer with a doctor's note verifying an inability to work due to illness or injury (the Department Head in his or her sole discretion may excuse an employee from being required to provide a doctor's note). The use of pre-approved vacation or compensatory time off before and after the holiday shall not affect eligibility.

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

Dates of observance of holidays listed above shall be designated annually by the Board of Trustees of the Village of Freeburg, Illinois.

Section 8.02 — Floating Holiday:

Along with the holidays listed in Section 8.01 employees shall select a floating holiday of their choice and shall receive a holiday allowance of eight hours pay at his straight time hourly rate. Each employee shall select a floating holiday on a date of their choice to be taken subject to prior approval by a supervisor. The floating holiday may be taken on any working day the employee is regularly scheduled to work.

Section 8.03 — Work on Designated Holidays:

If an employee works on one of the above designated holidays, the employee shall receive in addition to his holiday allowance:

- a. one and one half (1 1/2) times the hourly rate of pay for all hours worked during his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- b. two (2) times the hourly rate of pay for work performed outside of his regular eight (8) hours on any designated holiday falling on Monday through Saturday;
- c. two (2) times the hourly rate of pay for all work performed on a designated holiday falling on a Sunday.

This section only applies to the dates of observance for holidays designated by the Village under Section 8.01, which may vary from the actual holiday date.

Section 8.04 — Holidays during Vacation Leave:

If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 10.06).

Section 8.05 — Personal Day

Each employee shall receive one (1) personal day per year provided the employee has not taken more than three (3) sick days during the preceding year and the employee has had no lost time due to work related injuries during the preceding year. The personal day may be taken on any working day the employee is regularly scheduled to work and the employee shall receive an allowance of eight hours pay at his straight time hourly rate. Personal days cannot be carried over from year to year. Personal days shall be taken on a date of the employee's choice subject to prior approval of a supervisor.

ARTICLE — WAGES

Section 9.01 — Base Wages:

The Employer shall pay the wages in accordance with the scheduled set out below.

Payday is to be on every other Friday except when payday falls on a holiday, in which event payday shall be on the workday immediately preceding the holiday.

<u>Classification</u>	<u>Effective 4/1/2013</u>	<u>Effective 4/1/2014</u>	<u>Effective 4/1/2015</u>	<u>Effective 4/1/2016</u>	<u>Effective 4/1/2017</u>
		2.50%	2.50%	2.50%	2.50%
Utility Billing Clerk	\$18.94	\$19.41	\$19.90	\$20.40	\$20.91
Finance Clerk	\$20.03	\$20.53	\$21.04	\$21.57	\$22.11
Office Manager	\$21.97	\$22.52	\$23.08	\$23.66	\$24.25
Police Dept. Secretary	\$18.94	\$19.41	\$19.90	\$20.40	\$20.91

Section 9.02 – Training and Certification Reimbursement:

A. The Employer will pay for any fees for certification or license testing required by the Employer.

The Employer shall pay for the cost of tuition on a prorated basis for accredited courses that pertain to duties involving the employee's employment with the Employer, provided that the employee received written pre-approval, which shall be at the sole discretion of the Department Head.

The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
Pass on a Pass/Fail Course	100%
B	90%

B. If an employee resigns his/her employment or is terminated for just cause within five (5) years of completing training and/or certification paid for by Village, the employee shall reimburse the Village for the cost of the training and/or certification exceeding \$500.00 in any calendar year paid by the Village for training and certification, on the following prorated basis:

- i. Less than 1 year following the completion of training/certification = 100%
- ii. More than 1 year but less than 2 years following the completion of training/certification = 80%
- iii. More than 2 year but less than 3 years following the completion of training/certification = 60%
- iv. More than 3 year but less than 4 years following the completion of training/certification = 40%
- v. More than 4 year but less than 5 years following the completion of training/certification = 20%

An employee shall only be obligated to reimburse the Village for training/certification costs expended by the Village after the execution of this Agreement on June , 2014.

Employee shall reimburse the Village such monies on or before his last date of employment. Employees shall pay such funds via a cashier's or certified check. In the event Employee fails to reimburse the Village on or before his last day of employment Employee hereby authorizes the Village to withhold such monies from his last payroll check. In the event Employee's last payroll check is insufficient to cover the amount owed to the Village, Employee shall be responsible for the remainder. If the Employee is unable to reimburse the Village in full at the time of separation, the Employee and Village shall agree to a reasonable payment plan. The Village shall have the right to require that the Employee execute a promissory note incorporating the terms of the payment plan.

This provision shall not apply in the event of an Employee's death or permanent disability.

Section 9.03 – Clothing Allowance:

In lieu of a clothing allowance, employees in this bargaining unit of the Administration Department and Police Department will be allowed to wear jeans or capris.

Section 9.04 – Reimbursement for Travel Expenses:

Whenever employees are required by the Employer to travel, employees shall be reimbursed for meals and incidental expenses on a per diem basis pursuant to the guidelines published by the U.S. General Services Administration: www.gsa.gov/perdiem.

ARTICLE 10— VACATION

Section 10.01 – Eligibility

All regular, full-time employees shall earn vacation time. Employees shall be eligible to take paid vacation after one (1) year's continuous employment with the Employer.

The established vacation year, for purposes of employees' vacation shall be their anniversary year. Vacations are accrued or earned based upon the employee's length of service and on time worked the preceding anniversary year. In addition, vacations are not cumulative and must be taken in the vacation year immediately following the year in which they are accrued.

No employee shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Employer without giving two (2) weeks' notice in writing of his/her intention to resign. If a two (2) week notice is not given by the employee to the Employer, then the vacation time which would have been awarded to the employee for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the employee.

If an employee gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year of employment which he/she worked (e.g., if an employee would have earned eighty (80) hours of vacation leave during a year in which he/she resigns, and works one-half (1/2) of the year of employment before giving his/her two (2) week notice, he/she will receive forty (40) hours of vacation leave compensation).

Section 10.02 – Accumulation Rate:

1. Full-time employees hired before December 1, 2011 will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours.

2. Full-time employees hired after December 1, 2011 will accumulate vacation leave time in accordance with the following schedule:

After completion of one (1) year; forty (40) hours vacation.

After completion of two (2) years but less than nine (9) years; eighty (80) hours vacation per year.

After completion of nine (9) years; but less than eighteen (18) years; one hundred twenty (120) hours vacation per year.

After completion of eighteen (18) years; one hundred sixty (160) hours vacation per year.

Upon completion of 19 years and every year after; eight (8) additional hours with a maximum of two hundred forty (240) hours vacation per year.

Section 10.03 = Vacation Pay:

Vacation pay will be calculated by using the employee's regular straight time hourly rate of pay for the vacation period and will be on his or her regular scheduled payday.

Section 10.04 = Scheduling:

On or before December 1st of each year, the Employer shall post a vacation sign-up sheet; employees shall select vacation leave to be taken during the upcoming year. All vacation requests are subject to approval of the Employer. Employees shall schedule vacations on the basis of seniority as determined under Article 14, Seniority, of this Agreement. For the employee to exercise seniority when scheduling vacation, the employee must submit all vacation requests by February 1 of each year.

Any vacation not selected by February 1 will be scheduled on a first come, first serve basis; provided that if two or more employees request vacation at the same time, the most senior employee will be given first preference.

Section 10.05 = Use:

Vacation hours shall not be taken in advance of actually earning it. The numbers of employees allowed on vacation shall be determined by the Employer. Minimum staffing levels will be set at the beginning of each calendar year by the employer in a vacation guideline letter issued to the employees. Employees shall be granted their vacations as requested provided the employer is able to maintain continuous and efficient service and effective processing of the workload. Each employee must request use of his/her vacation time in writing with at least twenty-four

(24) hours of advanced notice. Vacation time shall be used in minimum increments of four (4) hours, unless a lesser amount is approved by the supervisor in his or her sole discretion.

Section 10.06 - Holidays during Vacation:

If a paid holiday occurs during an employee's vacation and it falls on one of his regular work days, the employee shall receive his holiday allowance only for that day and not have it count as a vacation day. (This section is cross-referenced with Section 8.04).

Section 10.07 Hospitalization during Vacation:

If an employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some time later.

Section 10.08 = Village Emergency:

In the event an employee is called back to work due to a Village emergency, the employee shall be paid vacation time plus one and one half (1 ^{1/2}) times the regular hourly rate of pay for all hours worked while on scheduled vacation.

ARTICLE 11 — SICK LEAVE

Section 11.01 — Sick Leave Accrual

All regular, full-time employees will earn sick leave at the rate of eight (8) hours per month. The sick leave can be carried forward to succeeding years, but not to exceed one thousand nine hundred twenty (1920) hours at the beginning of any calendar year. On January 1st of the year an employee celebrates their fifth (5th) year employment anniversary, and all years thereafter, ninety-six (96) hours of sick leave annually, subject to the maximum carry over allowed. Each January 1, every employee will be notified by the Employer as to the total of accumulated sick leave the employee has.

Section 11.02 = Eligibility:

(A) Sick leave may be used when it has been accrued. Sick leave benefits may be used for an employee's illness, injury, or other medical needs or those of an immediate family member. Immediate family being defined as grandfather, father, father-in-law, stepfather, grandmother, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

(B) If an employee has received sick leave contrary to the provisions of this agreement, or through any misrepresentation made by the employee or others on the employee's behalf, he/she may be subject to discipline, up to and including discharge.

Section 11.03 = Use:

Sick leave shall be used in minimum increments of one (1) hour.

Section 11.04 = Verification of Sick Leave by a Physician:

Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from any employees for use of sick leave if requested by the Village Administrator or, in his/her absence, the immediate supervisor or other designee of the Village Administrator.

Section 11.05 — Light Duty:

Employees that are off duty due to a non-duty related illness or injury may request to return to work on a light duty status. The Employer has the sole discretion on the approval of light duty. An employee with the Employer's permission, and with a physician's statement, may return to work on a "light-duty" status.

ARTICLE 12— HEALTH AND WELFARE

Section 12.01 — Health Insurance, Dental, and Vision:

- (a) The Employer shall provide a health insurance program, dental program and vision program on the same basis as it provides for all other employees of the Village.
- (b) Any changes in benefits that are consistent with Village-wide policies and practices will not be subject to impact bargaining during the term of this Agreement.

Section 12.02 = Health Insurance Advisory Committee:

The Employer agrees to establish a health insurance advisory committee. The purpose of the committee is to identify innovative strategies that will allow the Village to continue to maintain quality health insurance, dental and vision plans, while containing future growth in health plan costs. The committee shall periodically review the ongoing operation of the health insurance, dental and vision plans, investigate ways to improve the health care program, evaluate any proposed cost increases and make effective recommendations for changes to the health care program to the Village Board of Trustees. The powers and duties of the Committee shall be advisory and non-binding upon the Village.

The committee shall be comprised of two (2) members selected from each collective bargaining unit group within the Village and two (2) members selected from other non-union Village employees. Each member of the committee shall have equal voice and vote regardless of their position with the Village. The employer shall be represented by two (2) members of the Village Board of Trustees and the Mayor or designee. The employer representatives shall serve as *ex officio* (non-voting) members of the committee. Employees covered by this Agreement shall be compensated at the appropriate rate of pay for attendance at committee meetings that occur during the employee's regularly scheduled work day.

Section 12.03 = Increase of Health Plan Costs:

If the annual average per employee cost of the Village Health Plan increases above \$16,225.78, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase above \$16,225.78. In the event that the Health Plan enacted differs from the Plan proposed by a majority of the Health Insurance Advisory Committee, the employees shall only be responsible for up to fifty percent (50%) of the increased average per employee cost above \$16,225.78 of the less expensive of those two (2) plans.

Any such employee health plan contributions shall be withheld each pay period in equal installments throughout the year.

For the purposes of this section, the annual average per employee cost of the Village Health Plan shall be calculated by adding the maximum amount of possible annual reimbursements

and the costs of annual insurance premiums for participating full time Village employees (based upon their status of single, couple, or family on that date) divided by the number of participating employees, as of the first day of the policy year. The addition or reduction of the number of full time participating employees or a change in status (single, couple, or family) after the first day of the policy year shall not affect the calculation of the annual average per employee cost of the Village Health Plan for the remainder of the policy year.

Section 12.04 = Life Insurance:

The Employer shall obtain for each employee covered by the terms of the Agreement \$15,000 of life insurance, plus not less than \$2,000.00 of term life insurance for the employee's spouse and dependents.

ARTICLE 13 -LEAVE OF ABSENCES

Section 13.01 —Jury or Witness Duty:

An employee serving jury duty while scheduled to work shall be compensated the difference in court payment for wages and normal straight-time wages. The Village shall pay an employee serving on jury duty his normal pay and the employee shall turn over to the Village any pay received for services rendered as a juror for days he was scheduled **to** work.

An employee must report to work for the hours he is scheduled when not actually reporting for jury duty. Employees must provide notice of required jury service to their supervisor, the Village Administrator or his designee as soon as possible so that the Employer may make arrangements to accommodate their absence. Employees are required to return to work when they are excused from jury duty. However, employees shall not be required to return to work on nights while such employee is performing jury duty in the daytime.

Section 13.02 = Death in Family:

A leave of absence with pay of up to three (3) days, will be allowed in the event of the death of an employee's father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, grandchildren, step grandchildren, foster children or foster parent.

A leave of absence with pay of up to one (1) day will be allowed in the event of the death of the grandfather or grandmother of an employee or an employee's spouse.

To be eligible for payment under this section the employee must attend the services of the designated relative. Upon request, the employee shall furnish employer with proof of attendance, the deceased relative's name, the name and address of the funeral home, and the date of the funeral. The employee shall not be paid for regularly scheduled days off.

Section 13.03= Military Leave:

Military leave will be granted as an unpaid leave in accordance with applicable law.

Section 13.04 = Maternity Leave:

Female employees shall be granted maternity leave in accordance with state and federal law.

Section 13.05 — Non-Paid Leave of Absence

(a) The Village Administrator may recommend to the Village Board leaves of absence, without pay or salary, to employees under his supervision. The Village Board may in its sole discretion approve or deny the recommendation.

ARTICLE 14 — SENIORITY

Section 14.01 — Seniority:

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous, full-time service **on** behalf of the Employer since his/her last date of hire, less any adjustments due to leaves of absence, if applicable. The employer will maintain a seniority list and update date it whenever necessary. The employer will furnish a copy of the seniority list to the Union whenever applicable.

For the purposes of this Agreement, the following definitions shall apply:

Local Union Seniority:

Local Union seniority is defined as seniority resulting from an employee's length of service in a full-time position in this bargaining unit.

Village Seniority:

Village seniority, as used in this Agreement, shall be defined as seniority resulting from an employee's length of full-time employment by the employer. For the purposes of vacation accrual Village Seniority will be used.

Tied Seniority:

Should any employee be tied with another for Local Union Seniority purposes, the employee with the greater Village Seniority shall be deemed the more senior employee for Local Union Seniority purposes. In the event a tie still exists, seniority shall be determined based upon the alphabetic order of the employees' last names.

Section 14.02 — Breaks in Seniority: Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, unless the employee can prove physical inability to call in;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, unless the employee can prove physical inability to call in;
- f. If an employee is laid off for a period of one (1) continuous year.

Section 14.03 – Layoff/Recall:

Should it become necessary to reduce the work force, the employer shall have the sole discretion to determine which bargaining unit classifications are subject to layoff. Probationary and part-time employees shall be laid off prior to full time employees performing the same job classification. Layoffs shall then be made on the basis of inverse seniority with the least senior person in the job classification laid off first. Employees being laid-off shall receive no less than a seven (7) day notice prior to layoff. A laid-off employee shall be eligible for recall for a period of one (1) year from the date of layoff. The Employer shall have the sole discretion to determine which bargaining unit job classifications are recalled first, provided that laid-off employees in the job classification are recalled in the reverse order of layoff. Notice of recall to a laid-off employee shall be made by telephone or, if said employee cannot be reached by phone, by certified mail to his/her last known address. If said employee fails to return to work within seven (7) working days of the mailing of such request, all employment rights of such employee may be terminated. It shall be the employee's responsibility to keep the Employer notified at all times of a change in his/her telephone number and/or mailing address. Failure by the laid-off employee to do so shall relieve the Employer of any responsibility to recall such employee.

Section 14.04 = Vacancies:

When a permanent vacancy occurs within any job classification covered by this Agreement, a notice of such job vacancy shall be posted for a period of five (5) working days and the Shop Steward shall be notified where the vacancy exists. Any employee desiring to submit a bid for such job may do so in writing within such five (5) day period. The senior employee who bids for such job shall be assigned to such job when it becomes vacant, provided that the employee has the skill and ability to perform the work. A successful bidder shall be on probation for a period of ninety (90) days and shall receive the appropriate pay rate for said job classification, during said ninety (90) days the employee may be transferred back to his/her former position at the sole discretion of the employer or voluntarily elect to return to his/her former job classification and pay rate.

If a vacancy in a classification is not filled in accordance with the bidding procedure, then said vacancy may be filled by the Employer through outside sources.

Section 14.05 Probationary Period:

(a) A new employee entering the full time employment with the Employer shall be subject to a twelve (12) months probationary period to permit the employer to determine his ability and fitness to work. The Employer shall have the sole right to determine such suitability during this probationary period. Probationary employees may be discharged for any cause or no cause at all. After having completed the twelve (12) months, he shall become a regular employee. For the purposes of determining seniority for probationary employees, they shall be added to the seniority list as the date of their employment.

(b) Nothing shall act to prevent any employee during the twelve (12) month probationary period of his employment from obtaining adjustments **of** grievances for matters other than discipline and discharge as provided in Article 16. A probationary employee shall have the right to Union representation in matters concerning discipline and discharge. The Union or probationary employee may request a meeting with the Employer to discuss discipline and

discharge of a probationary employee, provided that Employer shall have no obligation to grant such a request.

- (c) The provisions of Article 14 will not apply to employees expressly employed on a temporary basis.

Section 14.06 Seniority if Injured:

An employee who is injured in the course and in the scope of his/her employment by the Employer shall continue to accumulate seniority and upon recovering shall be reinstated to his former position with full seniority provided he returns to work immediately upon being released by the attending physician.

ARTICLE 15 — DISCIPLINE

Section 15.01 — Progressive Discipline:

Employees may be disciplined for just cause and all discipline is subject to Article 16 — Grievance Procedure, of this Agreement. If the employee so desires, said employee may have Union representation present at any meetings between an employee and the employer concerning discipline. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay and discharge. Disciplinary action shall be imposed upon non-probationary employees when warranted. Probationary employees may be discharged for any cause or no cause at all.

Section 15.02 = Non-Progressive Discipline:

The use of progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including immediate discharge. Offenses justifying immediate discharge shall include, but are not limited to:

- (a) Unprovoked or unjustified assault or battery of a supervisor, fellow employee, or any other person while the employee is on duty;
- (b) The conviction of any crime, either felony or misdemeanor, which affects the Employer's insurance rates or exposure to liability or the employee's ability to perform his duties;
- (c) Intoxication or the use of alcoholic beverages or illegal drugs when at work or during work hours;
- (d) Conviction of any felony, whether committed on-duty or off-duty;
- (e) Making a false statement on the application for employment;
- (f) The violation of a rule for which the employee has already received a suspension within the prior three (3) years;
- (g) The violation of any rule within three hundred sixty-five (365) days after returning from a disciplinary suspension when employee has previously been suspended for other rule violations on at least two (2) previous occasions, within the prior three (3) years;
- (h) Possessing or carrying of a firearm or weapon on Village property, in a Village vehicle or at a work site;
- (i) Falsifying time cards or making a false claim for payment to the Employer;

- (j) Theft of Village property;
- (k) Sleeping while on duty, other than during designated break times;
- (I) Other offenses of similar gravity determined by the Employer to warrant immediate removal.

ARTICLE 16 — GRIEVANCE PROCEDURE

Section 16.01 — Definition:

A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the employee(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an expressed provision of this Agreement. "Business Day" as used in this Article shall be defined as a day of which the Employer's Office is open for regular business to the public, Monday through Friday, from 7:00 a.m. to 5:00 p.m., excluding weekends and holidays as defined in Section 8.01, Designated Holidays, of this Agreement.

Section 16.02 = General Rules:

(A) Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.

(B) Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or with attachments thereto.

(C) Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extensions shall be to a date certain.

(D) In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task, unless the issue involves immediate risk to the employee(s) life and health, the employee shall first complete his assigned work task and grieve later.

(E) When a grievance is filed, it shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the agreement allegedly violated, state the contention of the employee(s) with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the employee(s) affected or the Union representative.

(F) Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used to establish the meaning, interpretation or application of the agreement.

Section 16.03 = Procedure for Filing Grievances:

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specific time period.

Step 1 — Immediate Supervisor/Manager:

The affected employee(s) and the Union Steward shall discuss the grievance with the immediate Supervisor within five (5) business days of the event giving rise to the grievance unless the immediate supervisor is a member of the bargaining unit in which case the grievance shall be automatically advanced to Step 2. The employee(s) or the Union Steward and the Supervisor shall sign and date a grievance form indicating the nature of the dispute and the desired settlement before ending the discussion. The Supervisor shall respond to the grievance in writing within five (5) business days.

Step 2 = Village Administrator:

If the grievance is not resolved at Step 1, the Union Business Representative may, within ten (10) business days of the Step 1 answer, submit the written grievance to the Village Administrator. The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it based and the express provision(s) of the Agreement allegedly violated, state the contention of the employee with response to said provision(s), indicate the relief requested and be signed and dated by one or more of the employees affected and the Union.

The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within ten (10) business days of the hearing.

Step 3 = Mediation:

If the grievance is not resolved at Step 2, the parties may, by mutual agreement only, submit the grievance for mediation within fifteen (15) business days after receipt of the Village Administrators Step 2 response. Should the parties choose mediation, they shall jointly notify the Federal Mediation and Conciliation Service (FMCS) in writing. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach agreement, it shall be reduced to writing and signed by both parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that would not set precedent for other grievances.

Step 4 = Arbitration:

If the grievance is not resolved as a result of Step 2 or 3, as the case may be, either party may request in writing, within ten (10) business days after the mediation is completed, **or**, if mediation was not pursued, within ten **(10)** business days after the Step 2 response, that the grievance be submitted **to** binding arbitration. The parties shall jointly request that FMCS supply a list of seven (7) arbitrators.

Upon receipt of said list, each party shall alternately strike a name until one name remains. The name remaining shall be the arbitrator. The order of striking names shall be determined by a coin toss. The parties shall jointly notify the arbitrator in writing, requesting a hearing, and shall arrange for the services of a court reporter.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator and the court reporter. The hearing shall be closed to the public and press, and be held in a mutually agreed to location.

Section 16.04 – Decision of the Arbitrator:

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall not have the power to make decisions contrary to or inconsistent with applicable Federal or State Law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall issue a written decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof for a date certain. Consistent with the provisions of this Article, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable.

Section 16.05 – Time Limits:

Time limits set forth in the Article may be extended by mutual agreement of the Union and the Employer and confirmed in writing. Should the Union be untimely in any of the steps of the grievance procedure, the grievance shall be considered withdrawn. Should the Employer be untimely in any of the steps of the grievance procedure, the grievance shall be considered granted.

Section 16.06— Expedited Procedure for Discharge:

Grievances regarding the discharge of an employee by a vote of the Village Board of Trustees shall be filed in writing at Step 4 of this procedure within five (5) business days of discharge.

If the Village Board of Trustees delegates authority to discharge employees to the Department Head in the future, Grievances regarding discharge by the Department head shall be filed in writing at Step 2 of this procedure within five (5) business days of discharge. The Village Administrator shall schedule a closed hearing on the grievance within ten (10) business days of receipt of the grievance. Only those individuals who are directly involved in the grievance proceeding shall be allowed to attend the hearing. The Village Administrator shall render a decision in writing to the Union within ten (10) business days of the hearing. If the grievance is not resolved as a result of Step 2, the grievance will advance to Step 4 of the grievance procedure.

ARTICLE 17— LABOR / MANAGEMENT MEETINGS

Section 17.01 — Meetings:

Labor and management mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between labor representatives and management representatives of the employer. Such meetings, called Labor/Management Meetings, may be requested at least ten (10) days in advance by either party by placing in writing a request to the other party for a Labor/Management Meeting. The parties may mutually agree to waive the ten (10) day requirement.

Section 17.02 — Exclusive of Grievances:

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management meetings", nor shall negotiations for the purpose of altering any and all terms of this Agreement be carried on at such meetings.

ARTICLE 18 — SAFETY

Section 18.01 — Safety:

The Village of Freeburg Safety Manual, if published, shall be made part of this agreement. The Union will not object to the establishment and imposition by the Employer of additional or more stringent rules to protect the health and safety of the employees. The Employer agrees that any changes to existing safety and health standards and rules will be discussed with the Union before they are implemented by the Employer. It shall be the exclusive responsibility of the Employer to insure compliance with safety and health standards, rules and laws. Employees shall act responsibly to protect their safety and that of their fellow workers in complying with safety and health standards, rules and laws.

Section 18.02 — Safety Equipment:

The Employer agrees to provide any required safety equipment necessary for the employees to perform work assigned to them at no cost to the employee.

ARTICLE 19 - PENSION

Section 19.01 — Retirement Fund:

From February 25, 2013 through March 31, 2014, the Employer agrees to continue its participation on behalf of the members of the Bargaining Unit in the Illinois Municipal Retirement Fund to include any mandated changes required by the IMRF or Illinois State Law.

ARTICLE 20— GENERAL PROVISIONS

Section 20.01 — Residency Requirement:

Employees shall maintain their place of residence within six miles of the Freeburg Community High School District #77. Employees must be in compliance with the residency requirement within six (6) months of completing their probation period.

Section 20.02 — Bulletin Board

The employer shall provide a bulletin board at all appropriate work locations for the purpose of the posting of all legitimate Union notices and material.

ARTICLE 21— SUBSTANCE ABUSE POLICY

Section 21.01 — Drug-Free Workplace and Substance Abuse Policy:

The Drug-Free Workplace and Substance Abuse Policy, attached as Appendix B, shall be in full force and effect under this Agreement.

ARTICLE 22 SEPARABILITY AND SAVINGS

Section 22.01 — Savings Provision:

Nothing in this Agreement shall be construed as requiring either party to this Agreement to do anything inconsistent with Federal or State Law, or the final order or judgment of any court having jurisdiction over the parties.

Section 22.02 = Partial Invalidity:

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provisions.

ARTICLE 23 = COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE 24 = TERM OF AGREEMENT

This Agreement shall be effective as of April 1, 2014, and shall continue through March 31, 2018, and from year to year thereafter, unless written notice is given by either party of not less than sixty (60) days prior to March 31, 2018 or any March 31 thereafter, of a desire to terminate or negotiate changes in any Articles of this Agreement. Such notice shall state the Article or Articles in which such changes are desired.

APPENDIX "B" - DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE POLICY

The Village is committed to providing a safe healthy and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

- (a) Reporting to work with any illegal drug in his/her system, possessing, distributing, selling, manufacturing, or the usage of any illegal drug;
- (b) reporting to work with any alcohol in his/her system, consuming alcoholic beverage while on Village premises, in Village vehicles, or while on Village business or time, or bringing alcohol onto Village premises or job sites, unless specifically approved by the Village Board of Trustees; and,
- (c) Abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to, and including, termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered as usage. Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes shall, in the event such drugs could impair their physical, mental emotional or other faculties, notify their department head for further consideration.

The Village's substance abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee awareness program;
- Drug testing of all applicants;
- Drug testing for accidents involving personal injury requiring medical attention and/or property damage;
- Drug testing when a supervisor reasonably suspects that an employee is using during working hours;
- Drug testing on a random basis at the discretion of the Board.

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately

from the employee's personnel file. These medical files will be kept locked and secured, and access will be limited to the Mayor, Personnel Committee, Administrator and Health Insurance Coordinator in the Village. Under no circumstances shall the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

If employees are involved in an accident causing damage to property or requiring medical attention, it is mandatory that the employee be screened to determine whether they test positive for drugs and/or alcohol. **NOTE: A positive drug or alcohol test may result in the loss of Workman's Compensation benefits.**

If a supervisor reasonably suspects that an individual is at work and using alcohol and/or drugs, the supervisor should notify the department head or Mayor to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be using drugs and/or alcohol. Symptoms may include, but are not limited to, slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol present or erratic behavior. The supervisor or department head should make a written record of the employee's name, the date, time and symptoms present. This documentation should be attached to the test results and kept in the confidential medical file as justification for why the tests were performed. In the State of Illinois, "reasonable suspicion" is defined as anything more than a hunch. Drug testing may include both blood and urine samples.

In the case of employees being tested for reasonable suspicion of substance abuse, the supervisor shall take the employee to the testing facility designated by the Village and shall arrange for transportation of the employee to his or her home after the testing.

The individual tested for reasonable suspicion shall not return to work the day of testing, but shall be sent home with pay. Pending the outcome of the testing, the employee shall not be permitted to return to work but shall continue to receive their normal pay. If testing results are negative, the employee will be allowed to return to work with no loss in pay. If the test results are positive, the employee shall cease to receive pay, must be re-tested, and must test negative before being allowed **to** return to work. The employee's normal pay shall resume upon returning to work. At the employee's option, accumulated sick leave and/or vacation can be taken to avoid loss of pay.

Violations of this policy, whether discovered by random testing, compulsory testing following an accident, or by employee admission shall be handled as follows:

For the first violation the employee will be offered an opportunity to enter a substance abuse rehabilitation program.

If the employee chooses not to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing for the next **three (3) years**. A positive test result during that **three (3) year** period will result in the employee's termination.

If the employee chooses to enter a substance abuse rehabilitation program after a first offense, he or she must test negative before being allowed to return to work and, after returning to work, will be subject to random testing once every **three (3) months** for **one (1) year**. If the employee again tests positive during that **one (1) year** period, he or she shall have the option of entering an additional rehabilitation program. Whether or not the employee enters such additional rehabilitation program, he or she will be subject to random testing for an additional three (3) years and another positive test result during that **three (3) year** period will result in termination.

Any employee, who is allowed to return to work following a violation of this policy, whether or not he or she is participating in a substance abuse rehabilitation program, shall be expected to maintain satisfactory job performance. Nothing contained in this policy shall be construed to prevent an employee from being disciplined for any other misconduct, which may occur while using or under the influence of prohibited drugs and/or alcohol. Any employee convicted under any drug or alcohol related criminal statute shall be deemed to be in violation of this policy.

While the Village does not condone the abuse of alcohol, prescription drugs, and/or the use of illegal drugs, the Village does recognize that addiction to drugs and/or alcohol can be treated. If an employee recognizes a personal addiction or abuse problem and seeks assistance from management, the Village will assist the employee in seeking treatment. This treatment will be at the sole cost and expense of the employee. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

While the Village health insurance plan may provide rehabilitation benefits under certain conditions, such benefits are not guaranteed and it shall be the responsibility of the employee to qualify for any available benefits. Employees are encouraged to read the health insurance plan in force from time to time for further information.

Access to the Village/s premises is conditioned upon its right to inspect or search the person, vehicle, or personal effects of any employee or visitor. This may include any employee/s office, desk, file cabinet, closet, locker, or similar place. Because even a routine inspection or search might result in the viewing of an employee's personal possessions, employees are encouraged not to bring any item of personal property to the workplace that they do not want revealed to the Village.

Any prohibited materials (or materials that may be found to be prohibited) that are found in an employee's possession during an inspection or search will be collected by management and placed in a sealed container or envelope. The employee's name, date, circumstances under which the materials were collected, and by whom they were collected will be recorded and attached to the container or written upon the envelope. If after further investigation, the collected materials prove not to be prohibited, they will be returned to the employee, and the employee will sign a receipt for the contents. If the prohibited materials prove to be illegal

and/or dangerous, they will not be returned to the employee but will be turned over to the appropriate law enforcement agency.

From time to time and without prior announcement, inspections or searches may be made of anyone entering, leaving or on the premises or property of the Village. Refusal to cooperate in such an inspection or search is grounds for termination. No employee shall place or utilize a lock on any Village property including lockers, desks or cabinets without providing the Village with a spare key to gain access to the locked area in the event the employee is unable or unwilling to open the lock.

APPENDIX "C" - VILLAGE OF FREEBURG TIME CLOCK POLICIES

- All union, part-time and seasonal (non-exempt, non-appointed) employees are required to "punch" a daily time card using a designated time clock at the start and end of each workday.
- Employees must punch in prior to the start of their work shift and be ready to begin work at their work assignment at the starting time of the shift. Employees must punch out at the end of their work shift. Employees are not required to punch out for regular breaks and/or meal time allowed during their shift.
- Employees who leave during the middle of their shift for approved leave and then return to work must punch out when they leave and then punch in again when they return to work.
- For the purpose of computing compensation, time clock punches will be rounded forward or backward, according to a seven minute time period.
 - o Use the following as a guide when determining the round:

7:53 a.m. to 8:07 a.m. = 8:00 a.m.
 8:08 a.m. to 8:22 a.m. = 8:15 a.m.
 8:23 a.m. to 8:37 a.m. = 8:30 a.m.
 8:38 a.m. to 8:52 a.m. = 8:45 a.m.

- o This time allowance does not excuse tardiness or leaving early; employees are expected to be ready to work at the beginning of their scheduled shift and remain on the job until the end of their shift.
- A pattern of time clock policy violations, such as late punch ins, early punch outs, or missed punches, will subject an employee to disciplinary procedures set forth on the following schedule:

OCCURRENCES	DISCIPLINE	DURATION OF CORRECTIVE DISCIPLINARY ACTION	OCCURRENCES DURING CORRECTIVE DISCIPLINARY ACTION
(In any 12-month period)			
1 – 3	No Formal Discipline		
4	Verbal Warning		
5	Written Warning		

6	Written Reprimand	90 Days	Any two occurrences within 90 days will result in a 1 day suspension
7	One Day Suspension	90 Days	Any two occurrences within 90 days will result in termination
8	Termination		

- No one may possess or punch the time card of another employee under any circumstance. Falsifying any time card records is strictly prohibited. Such actions shall be grounds for disciplinary action, up to and including immediate dismissal.
- If an employee fails to punch his or her card, he or she must notify the appropriate supervisor. Failure to punch in and out appropriately shall be grounds for disciplinary action.
- Only the appropriate supervisor may alter any information on a time card. Any alterations must be initialed and dated by the supervisor. On rare occasions, such as an employee being unavoidably detained or unable to punch in or out due to an emergency, supervisors may make alterations or excuse a late punch in or punch out, as the case may be. All such requests for alterations or to be excused shall be within the sole discretion of the supervisor.
- The appropriate supervisor must authorize any overtime. Employees must punch the time clock when reporting for a callout or overtime.
- Any time clock malfunctions must be reported immediately to appropriate supervisor.

VILLAGE OF FREEBURG

ORDINANCE NO. 1510

AN ORDINANCE ABATING THE TAXES HERETOFORE LEVIED
FOR THE YEAR 2014 TO PAY DEBT SERVICE ON GENERAL
OBLIGATION REFUNDING BONDS (TAX INCREMENT
ALTERNATE REVENUE SOURCE), SERIES 2014 OF THE
VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS

July 7, 2014

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, held at 14 Southgate Center, in said Village, at 7:30 p.m., on the **day of , 2014.**

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, Seth Speiser, the President, and the following Trustees at said location answered present:

The following Trustees were absent from the meeting: _____

*

The President announced that the next item of business before the Board of Trustees was the consideration of an ordinance abating the taxes heretofore levied for the year 2014 to pay debt service on the General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2014 of the Village.

Whereupon Trustee _____ presented and the Village Clerk read by title an ordinance as follows, a copy of which was provided to each member of the Board of Trustees prior to said meeting and to everyone in attendance at said meeting who requested a copy:

ORDINANCE abating the taxes heretofore levied for the year 2014 to pay debt service on General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2014 of the Village of Freeburg, St. Clair County, Illinois.

WHEREAS, the Board of Trustees (the "*Board of Trustees*") of the Village of Freeburg, St. Clair County, Illinois (the "*Village*"), by ordinance adopted on the 7th day of April, 2014 (the "*Ordinance*"), did provide for the issue of not to exceed \$2,200,000 General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2014, and the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds; and

WHEREAS, pursuant to the Ordinance, the Village has heretofore issued \$1,950,000 General Obligation Refunding Bonds (Tax Increment Alternate Revenue Source), Series 2014, dated April 30, 2014 (the "*Bonds*"), and has filed in the office of the County Clerk of the County of St. Clair, Illinois (the "*County Clerk*"), a Notification of Bond Order for the levy of taxes to pay the Bonds; and

WHEREAS, the Village has Pledged Revenues (as defined in the Ordinance) on deposit in the Debt Service Fund available for the purpose of paying debt service on the Bonds heretofore imposed by the 2014 levy; and

WHEREAS, such Pledged Revenues are hereby directed to be used for the purpose of paying debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the Village that the taxes heretofore levied for the year 2014 to pay the Bonds be abated:

NOW, THEREFORE, Be It and It is Hereby Resolved by the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, as follows:

Section 1. Abatement of Taxes. The taxes heretofore levied for the year 2014 in the Ordinance are hereby abated in their entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Village Clerk of the Board of Trustees shall file a certified copy hereof with the County Clerk

and it shall be the duty of the County Clerk to abate said taxes levied for the year 2014 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

[Remainder of page intentionally left blank]

ADOPTED this ____ day of _____, 2014 by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ____ day of _____, 2014.

President

ATTEST:

Village Clerk

Trustee _____ moved and Trustee _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the President directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

NAY: _____

Whereupon the President declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the Village Clerk to record the same in the records of the Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pmett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

ELECTRIC COMMITTEE MEETING
Wednesday, June 11, 2014 at 5:30 p.m.

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Stanley Donald

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C.

The meeting of the Electric Committee was called to order at 5:30 p.m. on Wednesday, June 11, 2014 by Chairman Mike Blaies. Committee members present were Chairman Mike Blaies, Trustee Steve Smith, Trustee Elizabeth Niebruegge, Mayor Seth Speiser, Trustee Dean Pruet, Trustee Matt Trout, Trustee Ray Matchett, Public Works Director John Tolan, Head Lineman Shane Krauss and Village Administrator Tony Funderburg. Guest present: Janet Baechle.

A. OLD BUSINESS

1. Approval of May 14, 2014 Minutes: Trustee Steve Smith motioned to approve the May 14, 2014 minutes and Trustee Elizabeth Niebruegge seconded the motion. All voting aye, the motion carried.
2. Wiegmann's project: Shane said we had a planned outage last weekend and will have another one this weekend. This should wrap up the transfer of all of their services. All of the old transformers are gone. Trustee Blaies asked about Wiegmann's spill containment program and John said BHM&G had a plan that was going to put the spill containment in the ditch so it couldn't leave the area. Shane then said they may not have enough oil to worry about since they've gotten rid of so many transformers. He will check on that with BHM&G.
3. Rate Study: Tony said Verbal really needs the audit. The audit is scheduled for next week. Once we get the report, we will forward it onto her.
4. Surplus Equipment: John believes we should take some of the items and have sealed bids on them instead of taking them up to Springfield. John said we have the old digger truck, a dump truck and a water bed that he would like to surplus. Tony confirmed the process in Springfield is done via bidding. John felt better that there was a bidding process involved. Tony is not sure if we can set a minimum price. Tony said if we surplus it, we don't have to sell it if we don't feel we received enough money. John and Shane will work on the list and Tony will get more details on the State program.
5. Net Metering and Geothermal Program: Tony confirmed 1M EA did meet with Mr. Wood. They advised him it's a 99% probability that the power is not going through his meter. Both Tony and Shane believe it is going through his meter and it's because of the type of meter he is using. Tony said we'd like to get a different meter and see what happens then. Mike asked why IMEA has a different opinion than we do, and Tony said 1M EA does not understand the meter. Shane said we could purchase the meter at a cost of

Electric Committee Meeting Minutes

Wednesday, June 11, 2014

Page 1 of 2

\$250, install it in and be able to monitor it. This would give us a good opportunity to see how it works, especially if this is something that other residents might want to consider installing one. The net meter has 3 displays on it — one shows how much power is used, how much is pushed out, and the net meter read. If we install a D-1 o meter, it does not show how much is being pushed out of that meter. Tony said federal law requires us to put the meter in if the customer requests it. He also said Mr. Wood's system is so small it is a good system to be our test system. IM EA did confirm his system was installed safely.

Tony said with the geothermal grant program, we need to check our building code to see if allows solar panels on roofs. We need to be able to address this when someone comes to the Village wanting to do this. We can look at other municipal policies and see what one would work best for us. Shane stated they did a count of loo highway streetlights excluding the decorative lights. He does not have pricing yet. We could do them in phases.

6. Shed: Shane advised he received a call from Davinroy who is upset with us because we signed a contract with him to finish the bathroom. Shane told him it's going to be a while before we will have it framed out. It will be done but not as quickly as Davinroy wants. He will check the contract to see if there is any time limit on it.
7. Charter Pole Agreement: Tony said we need to decide what to charge per pole. The going rate is \$20/pole. The way the rate is determined is the region's pole agreements are put into a pool and the budget is set from that pool. Breese signed for \$20 per pole. Shane thinks we should ask for \$20/pole and not take anything less than \$15/pole. Tony will start with \$20/pole.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: Janet asked a question about the Charter agreement.

E. ADJOURN: *Trustee Elizabeth Niebruegge* motioned to adjourn at 6:00 *p.m.* and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.



Transcribed from tape by
Julie Poison
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Biaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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PUBLIC WORKS COMMITTEE MEETING
Trash/Water/Sewer
(Pruett/Matchett/Blaies}
Wednesday, June 11, 2014 at 6:00 p.m.

EXHIBIT J
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Wei'muenster Law Group, RC

The Public Works Committee Meeting was called to order at 6:00 p.m. on Wednesday, June 11, 2014, by Chairman Dean Pruett. Members present were Chairman Dean Pruett, Trustee Ray Matchett, Trustee Mike Blaies, Mayor Seth Speiser Trustee Elizabeth Niebruegge, Trustee Matt Trout, Trustee Steve Smith, Public Works Director John Tolan and Village Administrator Tony Funderburg. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of May 14, 2014 minutes: *Trustee Mike Bides motioned to approve the May 14, 2014 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.*
2. Sewer project: Tony advised we have not heard anything from Helms attorney. Tony mentioned there is a timeline that we have to follow. Mayor Speiser said a decision will be made at the next committee meeting.
3. Sewer issues: John said we had a backup on Lakeview Drive yesterday. John stated the blockage was in the line on Old Fayetteville Road. John said Brandon Weber is the only resident that had an actual sewer backup. He believes Mr. Weber will ask for some reimbursement of his expense from Alpha Sewer. Trustee Pruett asked if we've ever televised that and John said yes. On Mr. Fischer's project, he received a price of \$425 for the package unit which is substantially lower than Kohnen Concrete. John will talk to Tony Erwin regarding the right size needed for the pump.
4. Water main extension along Rentschler Road: We have not heard anything new.
5. Countryside Lane annexations: Nothing new to report. Tony will call for an update.
6. Wiegmann's and NPDES permit: John said the one thing EPA is watching is the ammonia nitrogen and phosphorous levels. He received some high numbers from Wiegmanns, so he is going to ask for a couple more months of numbers from them.
7. Time limit on tap on fees purchased but not used: Tony said this will be included with the code revision. It will state once you buy a tap-on fee, a time limit will be attached to it.

B. NEW BUSINESS:

1. TWM's Cloud GIS Implementation: Tony provided information from TWM's proposal regarding GIS. This service creates a database of data which includes mapping of all of our pipes. Every sewer line, valve, or fire hydrant will be located in this system. We will be able to input data to show all of the work we do to our infrastructure. This will enable us to have a complete system at our hands instead of one person knowing where everything is. The cost for this system is \$6,000 per year for 3 years and \$5,000 per year for 5 years. John said our water/sewer maps are so out of date. He believes this will be a process to get all of the information from our employees. Tony believes the value to this system is unlimited. We can do the updating to the system. The software would enable the system to be live. Trustee Trout asked if there are other firms that offer this, and Tony said yes, we could get other bids. Tony stated we do have money in the budget for this. He did say we would have to buy I-Pads for this, one for water, one for sewer. It can be used for electric and streets as well. We could also GPS our meters so we will know where each meter is. The committee directed Tony to get a couple more bids on this.

2. Payment Service Network Service & Cost Proposal: Tony explained we would like to offer payment of utility bills by debit or credit cards. We would make this available with the new website. The great thing with this company is they work directly with Locis, our current utility billing company. Steve asked if we should look at another utility billing company since Locis is limited. Tony said this company has filled in the gaps where Locis is limited. With option 1, Freeburg would pay the transaction fees. We could charge a percentage to cover the fees. Option 3 makes the customer responsible to pay all the fees. Tony would like to have this on the website and give the customer the option to pay online. He also said Jane liked this company because everything they did made it easier for the customer. Mayor Speiser asked Tony to invite PSN's representative to the next committee meeting.

John said 30 residents have purchased deduct meters. He also advised the committee that Jane has sent out letters to residents of Lone Oak and Timberwolf advising we have a direct debit program and had 12 people sign up. John said Rhutasel took them to see the New Athens sewer plant. Larry Rhutasel designed the sequence batch reactor plant. John said it was quite impressive. He said the next big thing for us if we are going to move forward with it, we need to purchase land. Charlie Kaiser has 6 acres close to the West Plant. John said Charlie had a verbal agreement with Ron and Dennis 5 years ago. Trustee Pruettt said we should talk to Charlie to see if he is still agreeable to selling us the land.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Mike Blaies* motioned to adjourn at 6:31 p.m. and Trustee Ray *Matchett* seconded the motion. All voting aye, the motion carried.

Transcribed from tape by
Julie Poison,
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
Mike Blaies
Mathew Trout
Dean Pruett
Elizabeth Niebruegge

VILLAGE OF FREEBURG

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EXHIBIT K
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster Law Group, P.C.

Public Property Committee Meeting
Streets/Municipal Center/Pool/Parks & Recreation
(Niebruegge/Smith/Pruett)
Wednesday, June 11, 2014 at 6:30 p.m.

The meeting of the Public Property Committee was called to order at 6:34 p.m. on Wednesday, June 11, 2014, in the Municipal Center. Those in attendance were Chairperson Elizabeth Niebruegge, Trustee Steve Smith, Trustee Dean Pruett, Mayor Seth Speiser, Trustee Matt Trout, Trustee Mike Blaies, Trustee Ray Matchett, Public Works Director John Tolan and Village Administrator Tony Funderburg. Guest present: Janet Baechle.

POOL: A. OLD BUSINESS:

1. Pool staff salary — Executive Session to Discuss Personnel, 5 ILCS 5-120/2-(c)(i): Discussed at end of the agenda.

B. NEW BUSINESS: Discussed at the end of the agenda.

STREETS: A. OLD BUSINESS:

1. Approval of May 14, 2014 Minutes: Trustee Steve Smith motioned to approve the May 14, 2014 Minutes and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
2. Safe Routes to School: Tony advised we have a June letting, and John stated he has received a couple of calls regarding the project.
3. MET/Ditch on N. Main: Tony advised Rhutasel is assisting us on getting our MFT proposal submitted to IDOT. He also said the ditch on N. Main is better but still a mess. Tony said the original plan for this ditch was for us to do the work but we can't so Rhutasel is working with us on that. John said we have asked Rhutasel to survey the back ditch. John said if we are going to take this over as a drainage easement, we may set a precedence we don't want to. We will let Rhutasel design this and see where we are at. Mike asked if we can use any information from Netemeyer and John said yes. There is a new contact at IDOT that has been very helpful and taught us some new things regarding MFT. John confirmed the culvert for Mrs. Etling has been installed.
4. Drainage Problem Areas/Southgate Drive/Huelsman: John said the Hueslman project will be a culvert replacement. We need to look at the entire situation so that we don't create a problem further down once we replace the culvert.

5. Shady Lane Dispute: Tony said we are close to the end of this. John had it on his list to do today.
6. Cemetery Road: Tony has not heard from them since the letter was sent.
7. Wiskamps request to mow vacant properties at Industrial Park: Since the Village would let the vacant lots get to 12" before mowing, we have agreed to let Wiskamp bale the vacant lots, and he will also mow a couple swipes around the edges to keep it looking clean.
8. Resident request to address problems on Mary An Court/Kristie Lynn: John looked at the area and called a locate in because the catch basin area is washing out. About 100 feet off the entrance, there is a fairly large area of subsidence. He is waiting to hear back from Mr. Courtney.

John has received some calls regarding Lone Oak, Timberwolf and Glenrock. He looked at the roads and they not sinking but rather pulling apart. He said we have some serious issues out there and there isn't a quick fix for that one.

B. NEW BUSINESS:

1. Request to close streets in front of Church during Vacation Bible School: John believes we did this last year. The committee was fine with the request.

Trustee Smith motioned to approve St. Paul and St. Joseph *Church's* request to close the *streets* in front of both churches for Vacation Bible School June 16 - 20 from 9:00 a.m. - 12:00 p.m. and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

2. Request to Use Village Park during Lupus Fundraiser for Rest Stop: Trustee Smith motioned to approve the *Lupus Foundation request to use the Village Park as a rest stop on August 2, 2014* and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.
3. Radar Speed Sign: Tony checked with IDOT. Their sign is mounted on a full trailer and pretty expensive. Tony found this company where the sign is installed on a pole at a cheaper cost. Elizabeth said if we use the sign and the readings show that people are still speeding, we know we have a problem to deal with. Tony would like for the Police Department to handle this and see if we can find a place in the budget for it.
4. Absolute Clean Quote: Tony asked Absolute Clean to provide us a quote to clean and seal the floors and to clean the carpet. The Admin side would cost \$1283.03 and the Police Dept., would cost 802.64 for a total of \$2085.67. Tony advised he would be here while the work was being done if it was after hours. Tony said there is \$4500 in the budget for cleaning. He reminded the committee Triple-A Janitorial does both types of cleaning. Tony has the money for cleaning budgeted between the departments. It's up to the trustees to decide whether to have the floors/carpet cleaned or go to a cleaning service to clean Village Hall. The committee asked Tony to obtain a couple more bids for the floor/carpet cleaning.

John said he was contacted by the high school regarding our upcoming oil and chipping. We did the grade school a couple of years ago. He asked the committee if it was okay for us to oil and chip the high school's lots at cost using our employees. It would help with the overall dust issue. John said this may run over into when school is in session since we haven't received our MFT dates yet. John met with Hanks Excavating this morning regarding the high school's sidewalk replacement project along W. Apple. John Kramper wanted to know if we were interested in participating in the sidewalk replacement along the front on Belleville. There is about 50 feet of sidewalk that needs to be replaced. John suggested we pick out the worst areas. We could pay for the concrete and let Hanks do the work. The committee asked John to get some pricing from Hanks. John said the area by the grade school is much worse than the high school. Tony said there are a lot of sidewalk grants available but they need to be handicap accessible. If we could get the school involved, they could help share in the engineering costs.

Tony passed around a spreadsheet showing updated numbers for the pool. He said we are receiving an additional .81¢ per head in concessions. He said the weather has been a big issue. He brought up the Health Department and the fact that they have come down hard on us this year. The Swim Team can't do their own concessions anymore and are in a bind this year. He proposed for the Village to buy out their concessions for this year's meets and we run our concessions stand. If the swim meet gets canceled, we would not be responsible for the payment to them. Mayor Speiser felt it was better for us to run the concession stand. Tony said the swim team is a big asset to the pool. Tony feels anything we can do to help them out is a good thing. Tony has revised the concession area to help get sales completed and food received more quickly. This would have to be done by contract and go to the board for a full vote. We can then sit down next year and see what we want to do.

Mayor Speiser asked for us to find out if the alley behind Regions is our property. Mr. Smith wants us to maintain that alley. He states he had an agreement several years ago with the Village that we would maintain it. John advised limb pickup was yesterday and today, and it took 3 guys all day for both days. Michelle Etling's culvert is installed. The slow children playing signs are up at Draco/Willow. We are treating for mosquitos, Monday, Wednesday and Fridays and Sundays we spray the park for the concerts.

POOL: A. OLD BUSINESS:

1. Pool staff salary – Executive Session to Discuss Personnel, 5 ILCS 5.120/2.(c)(1):

EXECUTIVE SESSION

7:21 P.M.

Trustee *Steve* Smith motioned to enter into Executive Session *citing* personnel 5 ILCS 120/2 - (c)(1) and Trustee Dean Pruett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

729 P.M.

Trustee Dean Pruett motioned to *end Executive Session* at 7:29 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.

B. NEW BUSINESS: Trustee Niebruegge stated she has a request from Deerfield Trailer Court management for a donation of four one-day pool passes for their block party. Trustee Smith said he was not in favor of this request. Trustee Niebruegge said we have done it for other small organizations. She believes for this type of event that encourages community, it would be a good thing. She said just because other approvals have been granted to official organizations, that should not be the deciding factor when granting a donation request. Trustee Pruett said we did turn down the passes for the employees. Administrator Funderburg said that is the one thing we can give out. Trustee Trout does not have a problem with a one-day pass. Steve believes it should go to the full Board since we are establishing a policy. Four individual passes would amount to \$20.00. Trustee Trout said anything you can do to bring people to the pool is a great thing.

Trustee Dean Pruett motioned to give four one-day passes to the pool to Gary and Sharon Lautz for the Freeburg MI-IC's block party and Trustee Elizabeth Niebruegge seconded the motion. With Trustee Niebruegge and Trustee Dean Pruett voting aye, Trustee Smith voting nay, motion carried.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: Trustee Dean Pruett motioned to adjourn the *meeting* at 7:39 p.m. and Trustee Steve Smith *seconded* the motion. All voting aye, the motion carried.

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Transcribed from tape by
Julie Poison
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Steve Smith
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Dean Pruett
Elizabeth Niebrugge

VILLAGE OF FREEBURG

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PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com
Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Trout/Matchett/Pruett)
Wednesday, June 25, 2014 at 5:00 p.m.

EXHIBIT L
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John ToJan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster Law Group, P.O.

The meeting of the Legal and Ordinance Committee was called to order at 5:00 p.m. by Chairman Matt Trout on Wednesday, June 25, 2014, in the Freeburg Municipal Center. Members attending were Chairman Matt Trout, Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser, Village Administrator Tony Funderburg, Zoning Administrator Gary Henning, Public Works Director John Tolan (5:08 p.m.) and Office Manager Julie Poison. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of May 28, 2014 Minutes: Trustee Dean Pruett motioned to approve the May 28, 2014 minutes and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.
2. Status of Public Hazard Homes: Zoning Administrator Henning advised 11 S. Richland is being taken care of this week, and 12 S. Alton is being handled by the bank. Mayor Speiser asked about the status of O'Reillys and Gary advised he has not heard back from corporate on the ground-breaking ceremony. Trustee Matchett asked for an update on the Ernst building. Administrator Funderburg said the demolition permit is good until October. We are waiting to hear back from St. Clair County on whether or not they are going to be able to help with the asbestos removal.
3. Update Code Book: Tony received two bids for codification services. General Code (ECode 360) quoted \$16,800 which encompasses an editorial and legal analysis and recodification of our existing code, puts our code online and provides hard copies of the code book. Their annual maintenance fee is \$995. The second proposal is from Municode with a recodification base cost of \$8750 which includes the review of our current code, editing, updating state law references and submission of the legal memorandum. It does not include the attorney review fee and any additional pages after that review. This price also does not include putting the code on the internet, and their annual maintenance fee is \$1075. Tony also advised the committee we signed a contract with Frank for our code revision. We still owe \$3300 to finish his update to our code. Tony explained we have the option to have Frank complete the code revision and then ask Attorney Manion for a legal review of the code. There could be a substantial cost associated with Attorney Manion's review. We could also hold a meeting with the full board, Attorney Manion and Frank to review the revisions. Attorney Manion would then be present to address any of our concerns. The committee agreed to have each individual trustee and committee review their portion of the code and schedule a meeting in late August for the review. Tony will check with Attorney Manion to see what his cost to review the code would be.

Legal and Ordinance Committee Meeting
Wednesday, June 25, 2014

4. Occupancy permits inspections: Mayor Speiser has contacted several mayors and they will give him their policies on occupancy permit inspections. He will bring them to next month's meeting.

B. NEW BUSINESS:

EXECUTIVE SESSION

5:14 P.M.

Trustee *Dean Pruett* motioned to *enter* into Executive Session at 5:14 p.m. citing *litigation, 5 1LCS, 120/2-(c)(11), and Trustee Ray Matchett seconded the motion*. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

5:20 P.M.

Trustee *Matt Trout* reconvened *the regular session of the Legal/Ordinance Committee meeting at 5:21 p.m.*

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dean Pruett motioned to adjourn at 5:22 p.m. and Trustee Ray Matchett seconded the motion*. All voting aye, the motion carried.

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Julie Poison
Office Manager

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

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PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING Wednesday, June 25, 2014 at 6:00 p.m.

EXHIBIT M
VILLAGE ADMINISTRATOR
Tony Funderburg
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
John Tolan
POLICE CHIEF
Stanley Donald
VILLAGE ATTORNEY
Weilmuenster Law Group, P.O

Chairperson Ray Matchett called the meeting of the Personnel and Public Safety Committee to order on Wednesday, June 25, 2014 at 6:04 p.m. Those present were Chairperson Ray Matchett, Trustee Matt Trout, Trustee Mike Blaies, Mayor Seth Speiser, Trustee Dean Pruett, Village Clerk Jerry Menard, Chief Stan Donald, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Poison.

POLICE:

OLD BUSINESS:

1. Executive Session to Discuss Personnel, 5 ILCS, 120/2-(c) (1):

EXECUTIVE SESSION

6:04 P.M.

Trustee *Matt* Trout motioned to enter *into Executive Session citing personnel, 5 ICS 120/2 - (C)(1) and Trustee Mike Bides seconded the motion. All yoting aye, the motion carried.*

EXECUTIVE SESSION ENDED

6:07 P.M.

Chairperson Matchett reconvened the committee meeting at 6:08 p.m.

Trustee Matt Trout motioned to recommend we hire Terry Hammond, Cameron Reid and Lewis Wilson as part-time police officers and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Chief Donald advised the committee that Officer Boeving took Diggitt to the regular monthly training session with Officer Dowdy. Diggitt passed all of the tests, however, she needs to lose about 5- 10 pounds. Trustee Matchett asked if the dog is serviceable for another 3 - 4 years and Chief Donald said yes. She will not need any training but Officer Boeving will. Joel should be able to complete that training within a 2-week period. Chief Donald advised Joel has no concerns handling both the evidence and K-9. Chief said Joel was able to obtain additional evidence lockers and said only Mike and Joel will have keys to the evidence lockers. He stated he did not want one and the less people that have them the better.

B. NEW BUSINESS:

1. Request for Compensatory Time Reimbursement: Officer Turner has requested to cash in 40 hours of his compensatory time. The committee was fine with this request.

Trustee Matt Trout motioned to approve Officer Dan Turner's request to cash in 40 hours of compensatory time and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

Mayor Speiser advised Chief Donald of Brad Clossen's availability to work. Chief Donald left the meeting at 6:21 p.m.

PERSONNEL:

A. OLD BUSINESS:

1. Approval of May 28, 2014 Minutes: *Trustee Matt Trout motioned to approve the May 28, 2014 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

- B. NEW BUSINESS:** Mayor Speiser advised we had an employee snap chatting. He reviewed the situation with the employee and advised him that a formal complaint was made to the Village regarding this. Mayor Speiser said this will be placed in the employee's file.

John Tolan said our new public works employee will start Monday.

- C. GENERAL CONCERNS:** None.

- D. PUBLIC PARTICIPATION:** None.

- E. ADJOURN:** *Trustee Matt Trout motioned to adjourn at 6:25 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.*

 ref.,

Julie Poison
Office Manager