

REGULAR BOARD MEETING AGENDA – APRIL 2, 2018 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 – 1. March 19, 2018 – Regular Board Meeting – **Exhibit A**
5. Finance
 - 5 – 1. Finance Committee Meeting – Wednesday, March 28, 2018 - 5:45 p.m. – **Exhibit B**

5 – a. Board Report - MFT:	\$	0.00
5 – b. Board Report – Utility Refunds:	\$	476.69
5 – c. Board Report – ACH Transfer/IMEA Bill	\$	234,139.64
5 – d. Board Report - General:	\$	415,434.86
6. Treasurer’s Report
7. Attorney’s Report
8. ESDA Report – April 2, 2018 Report – **Exhibit C**
9. Public Participation
10. Reports and Correspondence
 - 10 – 1. Zoning Administrator’s April 2, 2018 Report – **Exhibit D**
11. Recommendations of Boards and Commissions
12. Contracts, Releases, Agreements and Annexations
13. Bids
14. Resolutions
15. Ordinances –
 - 15 – 1. Ordinance #1651 – Repeal of Ordinance #1651 - An Ordinance Rezoning 800 Southgate Drive from B-1 to MR-2 – **Exhibit E**
 - 15 – 2. Ordinance #1653 – An Ordinance of the Board of Trustees of the Village of Freeburg Approving and Authorizing the Village to Enter into and the Mayor to Execute a Collective Bargaining Agreement Between the Village of Freeburg and the International Union of Operating Engineers, AFL-CIO Local 148 (Public Works Department) – **Exhibit F**
 - 15 – 3. Ordinance #1654 – An Ordinance of the Board of Trustees of the Village of Freeburg Approving and Authorizing the Village to Enter into and the Mayor to Execute a Collective Bargaining Agreement Between the Village of Freeburg and the International Union of Operating Engineers, AFL-CIO Local 148 (Office Staff) – **Exhibit G**
16. Old Business
17. New Business
18. Appointments
19. Committee Meeting Minutes/Recommendations
 - 19 – 1. Legal/Ordinance Committee Meeting – Wednesday, March 28, 2018 - 5:30 p.m. - **Exhibit H**
 - 19 – 2. Personnel/Police Committee Meeting – Wednesday, March 28, 2018 – 6:00 p.m. – **Exhibit I**
20. Upcoming Meetings
 - 20 – 1. Combined Planning and Zoning Board – Tuesday, April 10, 2018 – 6:00 p.m.
 - 20 – 2. Electric Committee Meeting – Wednesday, April 11, 2018 – 5:30 p.m.
 - 20 – 3. Water/Sewer Committee Meeting – Wednesday, April 11, 2018 – 5:45 p.m.
 - 20 – 4. Streets Committee Meeting – Wednesday, April 11, 2018 – 6:00 p.m.
 - 20 – 5. Board Meeting – Monday, April 16, 2018 - 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)]; litigation [5 ILCS, 120/2 - (c)(11)]; real estate transactions [5 ILCS, 120/2 - (c)(5)]; collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 - (c)(2)].

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

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

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

VILLAGE OF FREEBURG, ILLINOIS BOARD MEETING MINUTES MONDAY, MARCH 19, 2018 @ 7:30 P.M.

CALL TO ORDER: Mayor Seth Speiser called the Regular Board Meeting to order at 7:30 p.m., on Monday, March 19, 2018, in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Bert (Dean) Pruett – here; Trustee Ramon (Ray) Matchett, Jr. – here; Trustee James (Mike) Blaise – here; Trustee Mathew (Matt) Trout – here; Trustee Elizabeth (Lisa) Meehling – here; Trustee Denise Albers – here; Mayor Seth Speiser – here; (7 present, 0 absent) Mayor Speiser announced there is a quorum.

EXHIBIT A:

Mayor Speiser stated we have the minutes of the Regular Board Meeting Monday, March 5, 2018 for approval.

Trustee Elizabeth Meehling motioned to accept the minutes from the Regular Board Meeting Monday, March 5, 2018 and Trustee Mathew Trout seconded the motion. All voting aye, the motion carried.

FINANCE: None.

TREASURER’S REPORT: None.

ATTORNEY’S REPORT: None.

EXHIBIT B:

ESDA REPORT: Mayor Speiser said ESDA Coordinator Gene Kramer could not be here this evening. Please look over his report which is in your board packet and if you have any questions call Gene.

PUBLIC PARTICIPATION: None.

REPORTS AND CORRESPONDENCE:

EXHIBIT C:

1. Zoning Administrator’s Report: Mayor Speiser asked if anyone has any questions for Zoning Administrator Gary Henning on his report.

EXHIBIT D:

2. Proclamation for National Service Day: Mayor Speiser read the Proclamation for National Service Day. After Mayor Speiser read the Proclamation, Janet Baechle said the Freeburg Woman's Club is collecting for the veterans. If anyone would like to donate items, she would be glad to give you a list of things that are needed. Janet said the grade school has joined us in helping to collect items.

EXHIBIT E:

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: Mayor Speiser stated we have the Combined Planning and Zoning Board Memo Regarding Rosa Developer's Request to Approve the Preliminary Plats for the Second Additions of Timberwolf Estates and Lone Oak Subdivision.

Trustee Bert Pruett motioned to approve the Preliminary Plat for the Second Addition of Timberwolf Estates and Trustee Elizabeth Meehling seconded the motion. ROLL CALL: Trustee Bert Pruett – aye; Trustee Elizabeth Meehling – aye; Trustee James Blaies – aye; Trustee Mathew Trout – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

Trustee Bert Pruett motioned to approve the Preliminary Plat for the Second Additions of Lone Oak Subdivisions and Trustee Elizabeth Meehling seconded the motion. ROLL CALL: Trustee Bert Pruett – aye; Trustee Elizabeth Meehling – aye; Trustee Ramon Matchett, Jr. – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; Trustee Mathew Trout – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

CONTRACTS, RELEASES, AGREEMENTS & ANNEXATIONS: None.

BIDS: None.

EXHIBIT F:

ORDINANCES: Mayor Speiser stated we have Ordinance #1652, An Ordinance Amending Chapter 34 of the Revised Code of the Village of Freeburg, St. Clair County, Illinois (Subdivision Code).

Trustee Ramon Matchett, Jr. motioned to adopt Ordinance #1652 by title only and Trustee Bert Pruett seconded the motion. ROLL CALL: Trustee Ramon Matchett, Jr. – aye; Trustee Bert Pruett – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; Trustee Mathew Trout – aye; Trustee Elizabeth Meehling – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

OLD BUSINESS: None.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS:

EXHIBIT G:

Electric Committee Meeting:

Trustee Mathew (Matt) Trout reported on the Electric Committee Meeting held on Wednesday, March 14, 2018 at 5:30 p.m.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. Surplus Equipment: Trustee Trout said Head Lineman Shane Krauss advised us the Harley is back on Purple Wave, and he has received a few calls on it.
2. New Electric Customers: Trustee Trout said Head Lineman Shane Krauss has been working with vendors on getting quotes for the electric infrastructure for the new subdivisions and getting a list of equipment that will be required for that. We have not heard back from Ameren.
3. Customer Issues: Trustee Trout said Head Lineman Krauss dealt with a call concerning static on the AM radio stations, so Shane is looking into this.
4. Former Tom's Market LED Lighting Project: Trustee Trout said Public Works Director John Tolan advised the committee that IMEA has informed they will offer B-2 rate. Head Lineman Shane Krauss is looking into this to see what that will do for their electric bill. Trustee Trout said the B-2 rate has a 150 kilowatt demand requirement and is a 3 year incentive program.

EXHIBIT H:

Public Works Committee Meeting: (Trash/Water/Sewer)

Trustee James (Mike) Blaies reported on the Public Works Committee Meeting held on Wednesday, March 14, 2018 at 5:45 p.m.

The following item or items were talked about or discussed:

OLD BUSINESS:

1. New Sewer Plant: Trustee Blaies said Public Works Director John Tolan advised us the EPA and DNR are requiring an architectural dig as part of the approval process.
2. West Apple Street/ Schiermeier Road/Old Freeburg Road Water Line Extension: Trustee Blaies said Village Administrator Tony Funderburg said we have the pipe, but the money is in this budget and not in next year's budget. Trustee Blaies said we are going to put this project on hold for right now.

3. Spring Clean Up: Trustee Blaies said the spring cleanup has been scheduled for Thursday, April 26th through Saturday, April 28th. We will have Shaffer Tire's and J & C E-Recycling there.

NEW BUSINESS:

1. East Wastewater Treatment Plant Inspection: Trustee Blaies said the inspection went well out at the east water plant and is in good working order.

Trustee Blaies said Public Works Director John Tolan reported the THM results all came in under the limits. That was good news.

EXHIBIT I:

Public Property Committee Meeting: (Streets/Municipal Center/Pool/Parks & Recreation)

Trustee Ramon Matchett, Jr. reported on the Public Property Committee Meeting held on Wednesday, March 14, 2018 at 6:27 p.m.

The following items were talked about or discussed under:

POOL: OLD BUSINESS:

1. Pool: Trustee Matchett said under pool we have a lifeguard to be hired. At this time he would like to make a motion.

Trustee Ramon Matchett, Jr. motioned to hire Alayna Toedte as a lifeguard at a rate of \$8.25 per hour and Trustee Mathew Trout seconded the motion. **ROLL CALL:** Trustee Ramon Matchett, Jr. – aye; Trustee Mathew Trout – aye; Trustee Elizabeth Meehling – aye; Trustee Bert Pruett – aye; Trustee Denise Albers – aye; Trustee James Blaies – aye; (6 ayes, 0 nays, 0 absent). All voting aye, the motion carried.

NEW BUSINESS:

Trustee Matchett said the playground is in and we are waiting for the asphalt. Trustee Matchett said if you haven't been out there, stop by and take a look at it.

STREETS:

OLD BUSINESS:

1. Drainage Problem Areas (East Apple/Hill Mine Road)/Stormwater Run-Off: Trustee Matchett said Public Works Director John Tolan stated the last rain fall we had was about 6.5 inches and everything went well. Trustee Matchett said on Hill Mine Road drainage did come out into the street just a little bit. Trustee Matchett stated Village Administrator Tony Funderburg advised the committee the letter to the school has been received. Trustee Matchett said Village Administrator Tony Funderburg, Engineer Tim Pruett and the High School Superintendent Greg Frerking will get together for a meeting to discuss it.

2. Subdivision Streets Material Requirements: Trustee Matchett said the committee was provided with TWM's review of our subdivisions streets' requirements. Trustee Matchett said Village Administrator Tony Funderburg stated we don't want to allow the alternative under the local street section. Trustee Matchett said for the most part, we can update our code with new language. The streets will have a 12-inch stabilized base with 7 inches of non-reinforced concrete. Trustee Matchett said we talked about the subdivisions final plats.

NEW BUSINESS:

1. AgeSmart's Request to Collect Donations: Trustee Matchett said this is AgeSmart's yearly request to collect donations for the Meals on Wheels program on Saturday, May 5th. This program helps out the Freeburg, Smithton and Millstadt communities. The committee granted their request.

2. National Service Day Proclamation: Trustee Matchett said we talked about the National Service Day Proclamation for April 3, 2018 and Mayor Speiser read the Proclamation earlier on the agenda under Reports and Correspondence.

3. FWCC's request to use the Village Park for the Easter Egg Hunt: Trustee Matchett said we had a request from the Freeburg Woman's Community Club to use the Village Park for their Easter Egg Hunt on Saturday, March 24, 2018. The committee granted their request.

UPCOMING MEETINGS:

Legal/ Ordinance Committee Meeting – Wednesday, March 28, 2018 – 5:30 p.m.

Finance Committee Meeting – Wednesday, March 28, 2018 – 5:45 p.m.

Personnel/Police Committee Meeting – Wednesday, March 28, 2018, 2017 – 6:00 p.m.

CLOSED IN OBSERVANCE OF GOOD FRIDAY – Friday, March 30, 2018

Board Meeting – Monday, April 2, 2018 – 7:30 p.m.

VILLAGE MAYOR, VILLAGE CLERK & TRUSTEES' COMMENTS:

Trustee Denise Albers – No thank you.

Trustee Elizabeth (Lisa) Meehling – No thank you.

Trustee Mathew (Matt) Trout – Thanks to the Vollmers for investing in the community and moving forward. The Freeburg Police & Public Safety Golf Scramble has been set for June 23rd.

Village Clerk Jerry Menard – No thank you.

Trustee James (Mike) Blaies – No thank you.

Trustee Ramon (Ray) Matchett, Jr. – He would like to thank the Vollmer’s and welcome the new pool lifeguard.

Trustee Bert (Dean) Pruett – No thank you.

STAFF COMMENTS

Village Administrator Tony Funderburg – No thank you.

Zoning Administrator Gary Henning – No thank you.

ADJOURNMENT:

Mayor Speiser called for a motion to adjourn the meeting.

Trustee Mathew Trout motioned to adjourn the Regular Board meeting of Monday, March 19, 2018 at 7:45 p.m. and Trustee Elizabeth Meehling seconded the motion. All voting aye, the motion carried.


Jerry Lynn Menard
Village Clerk

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

VILLAGE OF FREEBURG

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Finance Committee Meeting
(Finance/Industrial Park/Economic Development/Budget)
(Albers/Blaies/Matchett/Pruett)
Wednesday, March 28, 2018 at 5:45 p.m.

EXHIBIT B

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

Chairperson Denise Albers officially called the meeting of the Finance Committee to order at 5:45 p.m. on Wednesday, March 28, 2018. Those in attendance were Chairperson Denise Albers, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Dean Pruett, Mayor Seth Speiser, Treasurer Bryan Vogel (absent), Trustee Trustee Lisa Meehling, Trustee Matt Trout, Village Clerk Jerry Menard, Village Attorney Fred Keck, Public Works Director John Tolan, Chief Mike Schutzenhofer, Village Administrator Tony Funderburg, Finance Clerk Debbie Pierce and Office Manager Julie Polson. Guest present: Janet Baechle.

A. REVIEW OF BOARD LISTS: Trustee Albers asked about the village policy on funeral flowers, and, Village Administrator Tony Funderburg advised it comes out of the community relations fund. Attorney Keck stated the amount is under the gift act and not illegal. The committee agreed to go back to private donations. Trustee Blaies asked about Core & Main, and Public Works Director John Tolan advised that was previously HD Supply, and the expense is for water parts. Debbie stated if it is in an exchange account, we will be reimbursed by someone. The Aflac expense for Officer Marquart is a new payroll deduction that needs to get loaded into the payroll system.

B. REVIEW OF INVESTMENTS: None until October.

C. INCOME STATEMENT: Tony advised he and Debbie have been working on wrapping everything up for the end of the fiscal year. Debbie stated she has been working on the interfund transfers. Tony said John has been working to get MFT cleaned up. Trustee Blaies asked about the water and sewer vehicle services funds higher, and John advised it might be the leaf machine and backhoe repairs.

D. TREASURER'S REPORT: None.

E. OLD BUSINESS:

1. Approval of February 28, 2018 Minutes. Trustee Ray Matchett motioned to approve the February 28, 2018 minutes and Trustee Dean Pruett seconded the motion. All voting yea, the motion carried.

2. Attorney Invoices: Reviewed.

3. Newsletter: Julie said the latest edition is out.

E. NEW BUSINESS: Trustee Albers brought up her concerns of the funding of the new sewer plant. The last sewer increase was in January of 2017, and Trustee Albers would like to know the extra income brought in by that increase. Tony advised that would have been included in the rate sheet that was provided to the committee when we were looking at the increase. Mayor Speiser advised he is meeting with Representative Mike Bost next Wednesday, and they will be discussing the new sewer plant. Tony said after the facility plan is approved, a schedule of the rates will be put together that will fund it.

Finance Committee Minutes
Wednesday, March 28, 2018
Page 1 of 2

F. PUBLIC PARTICIPATION: None.

H. ADJOURN: *Trustee Dean Pruett motioned to adjourn the meeting at 5:58 p.m. and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager

SYS DATE: 02/28/18
FROM: 01/28/18

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 890
Wednesday February 28, 2018

SYS TIME: 09:28
[NB]

TO: 03/28/18

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DISTR
AMANN, MATT		02/28/18	53963		224.88	
MEDICAL 2/28/18	53-40-534			EL MEDICAL		160.17
MEDICAL02/28/18	53-40-534			EL MEDICAL		64.71
AMERICAN WATER WORKS ASSOCIAT	02/28/18		53964		330.00	
7001462227/18	51-42-561			WR DUES		330.00 VOID
ANIXTER POWER SOLUTIONS, LLC	02/28/18		53965		3295.00	
3762825-00	53-40-615			EL SUPPL, INFRASTRUCTURE		1728.45
3795907-00	53-40-652			EL OPERATING SUPPLIES		746.00
3795907-01	53-40-615			EL SUPPL, INFRASTRUCTURE		820.55
CLEAN THE UNIFORM CO	HIGHLAND	02/28/18	53966		1497.69	
32004485	51-42-471			WR UNIFORM RENTAL		85.70
	52-43-471			SR UNIFORM RENTAL		85.70
	53-40-471			EL UNIFORM RENTAL		85.70
	51-42-652			WR OPERATING SUPPLIES		15.47
	52-43-652			SR OPERATING SUPPLIES		15.47
	53-40-652			EL OPERATING SUPPLIES		15.46
32006484	51-42-471			WR UNIFORM RENTAL		85.70
	52-43-471			SR UNIFORM RENTAL		85.70
	53-40-471			EL UNIFORM RENTAL		85.70
	51-42-652			WR OPERATING SUPPLIES		13.93
	52-43-652			SR OPERATING SUPPLIES		13.93
	53-40-652			EL OPERATING SUPPLIES		13.94
32008511	51-42-471			WR UNIFORM RENTAL		85.70
	52-43-471			SR UNIFORM RENTAL		85.70
	53-40-471			EL UNIFORM RENTAL		85.70
	51-42-652			WR OPERATING SUPPLIES		5.47
	52-43-652			SR OPERATING SUPPLIES		5.47
	53-40-652			EL OPERATING SUPPLIES		5.46
32010541	51-42-471			WR UNIFORM RENTAL		85.70
	52-43-471			SR UNIFORM RENTAL		85.70
	53-40-471			EL UNIFORM RENTAL		85.70
	51-42-652			WR OPERATING SUPPLIES		13.93
	52-43-652			SR OPERATING SUPPLIES		13.93
	53-40-652			EL OPERATING SUPPLIES		13.94
32012545	51-42-471			WR UNIFORM RENTAL		85.70
	52-43-471			SR UNIFORM RENTAL		85.70
	53-40-471			EL UNIFORM RENTAL		85.70
	51-42-652			WR OPERATING SUPPLIES		21.93
	52-43-652			SR OPERATING SUPPLIES		21.93
	53-40-652			EL OPERATING SUPPLIES		21.93
CORE & MAIN, LP		02/28/18	53967		1335.21	
I374144	51-42-615			WR SUPPL, INFRASTRUCTURE		1335.21

SYS DATE: 02/28/18
 FROM: 01/28/18

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 890
 wednesday February 28, 2018

SYS TIME: 09:28
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TO: 03/28/18

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
COVENTRY HEALTH CARE OF MO, 80081627		02/28/18		53968	29349.59	
	01-00-151		DUE FROM EMPLOYEE INSURANCE			2500.45
	01-11-451		AD HEALTH INSURANCE			532.88
	01-21-451		PD HEALTH INSURANCE			10104.30
	01-41-451		ST HEALTH INSURANCE			1970.64
	51-42-451		WR HEALTH INSURANCE			3352.04
	52-43-451		SR HEALTH INSURANCE			2403.10
	53-40-451		EL HEALTH INSURANCE			8486.18
DAVE SCHMIDT TRK SERVICE 85996		02/28/18		53969	445.40	
	01-41-513		ST SERVICES, VEHICLE			148.47
	51-42-513		WR SERVICES, VEHICLES			148.47
	52-43-513		SR SERVICES, VEHICLES			148.46
DONALD, WILLIAM MEDICAL 2/28/18 MEDICAL02/28/18		02/28/18		53970	1742.69	
	01-21-534		PD MEDICAL			215.30
	01-21-534		PD MEDICAL			1527.39
ELDEN, ROBERT MEDICAL 2/28/18		02/28/18		53971	179.16	
	51-42-534		WR MEDICAL			44.79
	52-43-534		SR MEDICAL			44.79
	53-40-534		EL MEDICAL			89.58
FERGIE'S BUILD & PLAY LLC 336		02/28/18		53972	7800.00	
	58-55-831		SWP PLAYGROUND EQUIPMENT			7800.00
JM TEST SYSTEMS 0535321-IN S539134-IN		02/28/18		53973	468.80	
	53-40-658		EL SAFETY EQUIPMENT			161.22
	53-40-658		EL SAFETY EQUIPMENT			307.58
KEHRER EQUIPMENT 90681		02/28/18		53974	6.00	
	01-41-512		ST SERVICES, EQUIPMT			6.00
KRAUSS SHANE MEDICAL 2/28/18		02/28/18		53975	70.26	
	53-40-534		EL MEDICAL			70.26
LOCIS 39360		02/28/18		53976	4608.00	
	01-11-539		AD OTHER PROF SERVICES			1152.00
	51-42-539		WR OTHER PROF SERVICES			1152.00
	52-43-539		SR OTHER PROF SERVICES			1152.00
	53-40-539		EL OTHER PROF SERVICES			1152.00
MCGARRY, LAURA MEDICAL 2/28/18		02/28/18		53977	310.75	
	01-21-534		PD MEDICAL			310.75
PAYNE, ABBY		02/28/18		53978	70.00	

SYS DATE: 02/28/18
FROM: 01/28/18

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 890
Wednesday February 28, 2018

SYS TIME: 09:28
[NB]

TO: 03/28/18

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PAYABLE TO INV NO	GL NO	CHECK DATE DESCRIPTION	CHECK NO	AMOUNT	DISTR
DEPOSIT REFUND	51-00-257	WATER CUSTOMER DEPOSITS		15.00	
	52-00-257	SEWER CUSTOMER DEPOSITS		15.00	
	53-00-257	ELECT CUSTOMER DEPOSITS		40.00	
SAMPLE BROTHERS, INC 220271001	02/28/18 53-40-620	53979 EL POWER PLANT PARTS		1073.49	1073.49
TITAN INDUSTRIAL CHEMICALS 8895	02/28/18 53-40-656	53980 EL CHEMICALS		475.00	475.00
U.S. POST OFFICE 2018 PERMIT	02/28/18 01-11-551 13-44-551 51-42-551 52-43-551 53-40-551	53981 AD POSTAGE GA POSTAGE WR POSTAGE SR POSTAGE EL POSTAGE		225.00	45.00 45.00 45.00 45.00 45.00
UNUM LIFE INSURANCE CO OF AME MARCH 2018	02/28/18 01-11-451 01-21-451 01-41-451 51-42-451 52-43-451 53-40-451	53982 AD HEALTH INSURANCE PD HEALTH INSURANCE ST HEALTH INSURANCE WR HEALTH INSURANCE SR HEALTH INSURANCE EL HEALTH INSURANCE		181.01	4.84 67.92 18.71 20.32 16.45 52.77
URBANSKI, TYLER 3/5/18 TRAINING MEDICAL 2/28/18	02/28/18 53-40-562 53-40-534	53983 EL TRAVEL EXPENSES EL MEDICAL		581.68	255.00 326.68
WEILMUENSTER & KECK 1666	02/28/18 01-11-533 01-16-533 51-42-533 52-43-533 53-40-533	53984 AD LEGAL ZO LEGAL WR LEGAL SR LEGAL EL LEGAL		4123.35	1254.62 1147.79 273.87 273.83 568.31
1666 PD	01-21-533	PD LEGAL			604.93
** TOTAL CHECKS ISSUED				58392.96	
TOTAL FOR REGULAR CHECKS:				58,392.96	
				330.00	
				<u>58,062.96</u>	

SYS DATE: 02/28/18
 FROM: 01/28/18

Village of Freeburg
 A / P B O A R D L I S T
 REGISTER # 891
 Wednesday February 28, 2018

SYS TIME: 11:13
 [NB]

TO: 03/28/18

PAGE 1

PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DISTR
ADP - CHARGES 508615256		02/23/18	80000224		164.57	
	01-11-539			AD OTHER PROF SERVICES		41.14
	51-42-539			WR OTHER PROF SERVICES		41.14
	52-43-539			SR OTHER PROF SERVICES		41.14
	53-40-539			EL OTHER PROF SERVICES		41.15
CITIZENS- PAYROLL #4-2018		02/23/18	80000225		46237.84	
	01-00-215			PR W/H FICA		4874.41-
	01-00-216			PR W/H RETIREMENT		3344.12-
	01-00-213			PR W/H FIT		6148.27-
	01-00-214			PR W/H SIT		3012.54-
	01-21-421			PD REGULAR SALARIES		18152.31
	01-21-422			PD OVERTIME		720.14
	01-21-425			PD PART-TIME SALARIES		2336.25
	01-21-426			PD LONGEVITY/EDUCATION		161.54
	01-00-193			EXCHANGE-EMPLOYEE CELL PHONES		100.00-
	01-11-431			AD ELECTED SALARIES		2111.53
	01-11-421			AD REGULAR SALARIES		1742.29
	01-11-423			AD OVERTIME		24.74
	01-16-421			ZO REGULAR SALARIES		644.94
	01-16-431			ZO SALARIES, APPOINTED		300.00
	01-41-421			ST REGULAR SALARIES		4598.63
	01-41-423			ST OVERTIME		226.43
	12-23-421			ES REGULAR SALARIES		98.56
	01-00-110			CASH - CITIZEN - GENERAL		98.56
	12-00-110			CASH - CITIZENS - ESDA		98.56-
	51-42-421			WR REGULAR SALARIES		7592.41
	51-42-423			WR OVERTIME		453.25
	01-00-110			CASH - CITIZEN - GENERAL		8045.66
	51-00-110			CASH - CITIZENS - WATER		8045.66-
	52-43-421			SR REGULAR SALARIES		5891.22
	52-43-422			SR TEMP SALARIES		312.36
	01-00-110			CASH - CITIZEN - GENERAL		6203.58
	52-00-110			CASH - CITIZENS - SEWER		6203.58-
	53-40-421			EL REGULAR SALARIES		17797.04
	01-00-110			CASH - CITIZEN - GENERAL		18350.58
	53-00-110			CASH - CITIZENS - ELECTRIC		18350.58-
	53-40-423			EL OVERTIME		553.54
CITIZENS - PAYROLL TAXES #4-2018		02/23/18	80000226		19230.94	
	01-00-215			PR W/H FICA		4874.41
	01-00-213			PR W/H FIT		6148.27
	01-00-214			PR W/H SIT		3012.54
	01-21-453			PD UNEMPLOYMENT INSURANCE		112.14
	01-21-461			PD SOCIAL SECURITY		1456.10
	01-21-461			PD SOCIAL SECURITY		178.72

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	01-11-461	AD SOCIAL SECURITY		161.53	
	01-11-453	AD UNEMPLOYMENT INSURANCE		9.28	
	01-16-453	ZO UNEMPLOYMENT INSURANCE		135.25	
	01-16-453	ZO UNEMPLOYMENT INSURANCE		3.39	
	01-16-461	ZO SOCIAL SECURITY		72.29	
	01-41-453	ST UNEMPLOYMENT INSURANCE		25.13	
	01-41-461	ST SOCIAL SECURITY		369.12	
	12-23-461	ES SOCIAL SECURITY		7.54	
	01-00-110	CASH - CITIZEN - GENERAL		7.54	
	12-00-110	CASH - CITIZENS - ESDA		7.54-	
	51-42-453	WR UNEMPLOYMENT INSURANCE		42.29	
	51-42-461	WR SOCIAL SECURITY		615.49	
	01-00-110	CASH - CITIZEN - GENERAL		657.78	
	51-00-110	CASH - CITIZENS - WATER		657.78-	
	52-43-453	SR UNEMPLOYMENT INSURANCE		32.46	
	52-43-461	SR SOCIAL SECURITY		474.57	
	01-00-110	CASH - CITIZEN - GENERAL		507.03	
	52-00-110	CASH - CITIZENS - SEWER		507.03-	
	53-40-453	EL UNEMPLOYMENT INSURANCE		96.60	
	01-00-110	CASH - CITIZEN - GENERAL		1500.42	
	53-00-110	CASH - CITIZENS - ELECTRIC		1500.42-	
	53-40-461	EL SOCIAL SECURITY		1403.82	
**	TOTAL CHECKS ISSUED			65633.35	
	TOTAL FOR REGULAR CHECKS:			0.00	
	TOTAL FOR DIRECT PAY VENDORS:			65,633.35	

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ASBRIDGE, DONNA CPR/AED/1ST AID	12-23-563	03/07/18	ES TRAINING	53985	192.00	192.00
AT&T 6185390208	52-43-552	03/07/18	SR TELEPHONE	53986	454.14	46.24
6185392107 2/18	52-43-552		SR TELEPHONE			94.24
6185393094 2/18	52-43-552		SR TELEPHONE			41.70
6185393654 2/18	52-43-552		SR TELEPHONE			43.40
6185394830 2/18	52-43-552		SR TELEPHONE			48.48
6185394835 2/18	52-43-552		SR TELEPHONE			48.48
6185395625 2/18	52-43-552		SR TELEPHONE			43.91
61853959216 2/1	52-43-552		SR TELEPHONE			41.70
6185399719 2/18	53-40-552		EL TELEPHONE			45.99
AZAVAR AUDIT SOLUTIONS 14169	01-11-539	03/07/18	AD OTHER PROF SERVICES	53987	9.22	9.22
BATTERIES PLUS 378-347921	51-42-611 52-43-611 53-40-611	03/07/18	WR SUPPLIES, BUILDING SR SUPPLIES, BUILDING EL SUPPLIES, BUILDING	53988	251.19	83.73 83.73 83.73
BERGKOETTERS GARAGE R060317	01-21-513	03/07/18	PD SERVICES, VEHICLE	53989	480.28	480.28
BHMG ENGINEERS 1019R.33	53-40-532	03/07/18	EL ENGINEERING	53990	1399.78	1399.78
BHMG SERVICE CORPORATION 1019.SC.318	53-40-532	03/07/18	EL ENGINEERING	53991	1255.93	1255.93
CASEY'S GENERAL STORES 16290 2/18	01-41-655 52-43-655 53-40-655 51-42-655	03/07/18	ST AUTO FUEL/OIL SR AUTO FUEL/OIL EL AUTO FUEL/OIL WR AUTO FUEL/OIL	53992	859.51	167.71 167.71 167.71 167.70
16290 2/18 PD	01-21-655		PD AUTO FUEL/OIL			188.68
CHARTER COMMUNICATIONS 24538022118	01-11-539 51-42-539 52-43-539 53-40-539	03/07/18	AD OTHER PROF SERVICES WR OTHER PROF SERVICES SR OTHER PROF SERVICES EL OTHER PROF SERVICES	53993	984.30	53.07 53.07 53.07 53.06
30451022418	01-11-539 51-42-539 52-43-539		AD OTHER PROF SERVICES WR OTHER PROF SERVICES SR OTHER PROF SERVICES			25.00 25.00 25.00

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	53-40-539			EL OTHER PROF SERVICES		24.98
31145022318	01-41-539			ST OTHER PROF SERVICES		41.13
	51-42-539			WR OTHER PROF SERVICES		41.13
	52-43-539			SR OTHER PROF SERVICES		41.13
	53-40-539			EL OTHER PROF SERVICES		41.13
35120022718	01-11-539			AD OTHER PROF SERVICES		56.25
	01-21-539			PD OTHER PROF SERVICES		56.25
	51-42-539			WR OTHER PROF SERVICES		112.50
	52-43-539			SR OTHER PROF SERVICES		112.50
	53-40-539			EL OTHER PROF SERVICES		112.50
5164022718	01-11-539			AD OTHER PROF SERVICES		14.38
	51-42-539			WR OTHER PROF SERVICES		14.38
	52-43-539			SR OTHER PROF SERVICES		14.38
	53-40-539			EL OTHER PROF SERVICES		14.39
CINTAS VIP OD65587200		03/07/18	53994		124.25	
	01-41-612			ST SUPPLIES, EQUIPMT		31.06
	51-42-612			WR SUPPLIES, EQUIPMT		31.06
	52-43-612			SR SUPPLIES, EQUIPMT		31.06
	53-40-612			EL SUPPLIES, EQUIPMT		31.07
COMMUNICATION REVOLVING FUND T1822601		03/07/18	53995		265.62	
	01-21-539			PD OTHER PROF SERVICES		265.62
CORE & MAIN, LP I469535		03/07/18	53996		441.06	
	01-00-195			EXCHANGE		441.06
DEAN'S CLEANING SERVICES FEB 2018		03/07/18	53997		360.00	
	01-11-539			AD OTHER PROF SERVICES		360.00
DONALD, WILLIAM MEDICAL 3/07/18		03/07/18	53998		264.12	
	01-21-534			PD MEDICAL		264.12
ELDEN, ROBERT MEAL 2/25/18		03/07/18	53999		8.50	
	52-43-652			SR OPERATING SUPPLIES		8.50
EQUIPMENT SERVICE CO., IN 35116		03/07/18	54000		7.06	
	01-41-614			ST SUPPLIES, STREET		7.06
ERB EQUIPMENT CO 54487		03/07/18	54001		857.00	
	01-41-512			ST SERVICES, EQUIPMT		214.25
	51-42-512			WR SERVICES, EQUIPMT		214.25
	52-43-512			SR SERVICES, EQUIPMT		214.25
	53-40-512			EL SERVICES, EQUIPMT		214.25
FREEBURG TOWNSHIP FEB 2018		03/07/18	54002		26.12	
	01-41-571			ST UTILITIES		26.12

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FUNDERBURG, TONY FEB 2018 REIMB		03/07/18	54003		202.95	
	01-11-562			AD TRAVEL EXPENSE		50.74
	51-42-562			WR TRAVEL EXPENSES		50.74
	52-43-562			SR TRAVEL EXPENSES		50.74
	53-40-562			EL TRAVEL EXPENSES		50.73
HENNING, GARY FEB 2018		03/07/18	54004		101.20	
	01-11-552			AD TELEPHONE		22.00
	01-11-562			AD TRAVEL EXPENSE		79.20
HERZING, DENNIS MEDICAL 3/07/18		03/07/18	54005		198.91	
	01-11-534.1			AD MEDICAL/RETIREEES		49.73
	51-42-534.1			WR MEDICAL/RETIREEES		49.73
	52-43-534.1			SR MEDICAL/REITREEES		49.73
	53-40-534.1			EL MEDICAL/RETIREEES		49.72
ILLINOIS EMERGENCY SERVICES ARBOGAST, MINDY		03/07/18	54006		35.00	
	12-23-563			ES TRAINING		35.00
KRAMPER, JANE MEDICAL 3/07/18		03/07/18	54007		48.27	
	01-11-534			AD MEDICAL		6.03
	51-42-534			WR MEDICAL		12.07
	52-43-534			SR MEDICAL		12.07
	53-40-534			EL MEDICAL		18.10
MERTZ MOTOR CO., INC 73545		03/07/18	54008		1907.77	
	01-21-513			PD SERVICES, VEHICLE		1907.77
O'REILLY AUTOMOTIVE, INC FEB 2018		03/07/18	54009		208.65	
	01-00-195			EXCHANGE		.24
	51-42-612			WR SUPPLIES, EQUIPMT		125.51
	52-43-512			SR SERVICES, EQUIPMT		26.74
	52-43-611			SR SUPPLIES, BUILDING		24.18
	53-40-653			EL SMALL TOOLS		22.99
FEB 2018 PD	01-21-613			PD SUPPLIES, VEHICLE		8.99
POLSON, JULIE MEDICAL 3/7/18		03/07/18	54010		43.00	
	01-11-534			AD MEDICAL		10.75
	51-42-534			WR MEDICAL		10.75
	52-43-534			SR MEDICAL		10.75
	53-40-534			EL MEDICAL		10.75
REGIONS COMMERCIAL BANKCARD 2614 FEB 2018 2741 FEB 2018		03/07/18	54011		3200.14	
	01-21-539			PD OTHER PROF SERVICES		29.00
	01-00-195			EXCHANGE		125.79-
	01-11-651			AD OFFICE SUPPLIES		50.13

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	01-21-651			PD OFFICE SUPPLIES	185.62	
	12-23-652			ES OPERATING SUPPLIES	134.98	
	51-42-651			WR OFFICE SUPPLIES	52.83	
	52-43-651			SR OFFICE SUPPLIES	52.83	
	53-40-561			EL DUES	653.92	
	53-40-651			EL OFFICE SUPPLIES	52.82	
6262 FEB 2018	53-40-551			EL POSTAGE	28.88	
	53-40-612			EL SUPPLIES, EQUIPMT	644.98	
	53-40-620			EL POWER PLANT PARTS	125.86	
	53-40-651			EL OFFICE SUPPLIES	4.62	
	53-40-652			EL OPERATING SUPPLIES	58.44	
9076 - FEB 2018	01-11-619			AD SUPPLIES, OTHER	50.00	
9084 - FEB 2018	01-21-539			PD OTHER PROF SERVICES	191.34	
9092 FEB 2018	01-11-552			AD TELEPHONE	74.24	
	01-11-562			AD TRAVEL EXPENSE	94.45	
	01-11-659			AD OTHER GEN SUPPLIES	15.93	
	51-42-552			WR TELEPHONE	74.26	
	51-42-562			WR TRAVEL EXPENSES	94.45	
	52-43-552			SR TELEPHONE	74.26	
	52-43-562			SR TRAVEL EXPENSES	94.45	
	53-40-552			EL TELEPHONE	74.26	
	53-40-562			EL TRAVEL EXPENSES	94.46	
9358 FEB 2018	01-41-612			ST SUPPLIES, EQUIPMT	79.92	
	01-41-659			ST OTHER GEN SUPPLIES	25.00	
	51-42-551			WR POSTAGE	82.50	
	51-42-562			WR TRAVEL EXPENSES	11.59	
	51-42-653			WR SMALL TOOLS	22.72	
	51-42-659			WR OTHER GEN SUPPLIES	25.00	
	52-43-562			SR TRAVEL EXPENSES	11.59	
	52-43-659			SR OTHER GEN SUPPLIES	25.00	
	53-40-659			EL OTHER GEN SUPPLIES	24.00	
	53-40-562			EL TRAVEL EXPENSES	11.60	
RUHMANN, STANLEY MEDICAL 3/07/18	01-21-534	03/07/18	54012	PD MEDICAL	593.61	593.61
SCHAFFER, GARY 1 SUNSET UTILIT	53-00-257	03/07/18	54013	ELECT CUSTOMER DEPOSITS	100.00	40.00
	52-00-257			SEWER CUSTOMER DEPOSITS		30.00
	51-00-257			WATER CUSTOMER DEPOSITS		30.00
SHAFFERS TIRE SERVICE 38620	01-21-513	03/07/18	54014	PD SERVICES, VEHICLE	40.00	40.00
SMITHTON LUMBER CO FEB 2018	53-40-612	03/07/18	54015	EL SUPPLIES, EQUIPMT	27.16	27.16
TOLAN, JOHN		03/07/18	54016		174.63	

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MEDICAL	3/07/18	01-41-534	ST MEDICAL			43.66
		51-42-534	WR MEDICAL			43.66
		52-43-534	SR MEDICAL			43.66
		53-40-534	EL MEDICAL			43.65
VERIZON WIRELESS		03/07/18		54017	1084.32	
9802260966	01-11-552		AD TELEPHONE			135.13
	01-21-552		PD TELEPHONE			188.70
	51-42-552		WR TELEPHONE			115.59
	52-43-552		SR TELEPHONE			115.59
	53-40-552		EL TELEPHONE			115.62
	01-00-193		EXCHANGE-EMPLOYEE CELL PHONES			413.69
** TOTAL CHECKS ISSUED					16205.69	
TOTAL FOR REGULAR CHECKS:					16,205.69	

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AFFORDABLE AUTOMOTIVE 2674	01-21-513	03/14/18	PD SERVICES, VEHICLE	54024	85.99	85.99
AIRGAS USA, LLC 9951669723	53-40-612	03/14/18	EL SUPPLIES, EQUIPMT	54025	34.37	34.37
BELLEVILLE SEED HOUSE SO-068746	01-41-659	03/14/18	ST OTHER GEN SUPPLIES	54026	75.00	75.00
BOBCAT OF ST. LOUIS W20270	52-43-512	03/14/18	SR SERVICES, EQUIPMT	54027	1410.03	1410.03
CHARTER COMMUNICATIONS 30915022418	01-21-552	03/14/18	PD TELEPHONE	54028	132.06	132.06
CHRIST BROS. PRODUCTS LLC 3165	01-41-614	03/14/18	ST SUPPLIES, STREET	54029	918.00	918.00
CORE & MAIN, LP I531639	51-42-615	03/14/18	WR SUPPL, INFRASTRUCTURE	54030	71.79	71.79
ECKELS, GREGORY MEDICAL 3/14/18	01-41-534.1 51-42-534.1 52-43-534.1 53-40-534.1	03/14/18	ST MEDICAL/REIREES WR MEDICAL/REITREES SR MEDICAL/REITREES EL MEDICAL/REITREES	54031	302.96	121.18 90.88 45.44 45.46
FKG OIL I-0072544	01-41-655 52-43-655 53-40-655 51-42-655 01-21-655	03/14/18	ST AUTO FUEL/OIL SR AUTO FUEL/OIL EL AUTO FUEL/OIL WR AUTO FUEL/OIL PD AUTO FUEL/OIL	54032	1864.92	52.37 52.37 52.37 52.37 1655.44
FLETCHER-REINHARDT CO. S1168263.002 S1172399.001	53-40-617 53-40-615 53-40-617	03/14/18	EL SUPPLIES, STREET LIGHTING EL SUPPL, INFRASTRUCTURE EL SUPPLIES, STREET LIGHTING	54033	537.23	106.57- 281.30 362.50
FREEBURG PRINTING & PUBLISHING 105853	01-41-553 51-42-553 52-43-553	03/14/18	ST PUBLISHING, ADVERTMT WR PUBLISH, ADVERTISING SR PUBLISH, ADVERTISING	54034	46.55	15.51 15.52 15.52
FSH WATER COMMISSION 13483	51-42-575	03/14/18	WR WATER PURCHASES	54035	24119.24	24119.24

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HAWKINS, INC 4234818	51-42-656 52-43-656	03/14/18	54036	WR CHEMICALS SR CHEMICALS	861.19	261.19 600.00
ILLINOIS MUNICIPAL UTILITIES 18-02013	01-41-539 51-42-563 52-43-563 53-40-563	03/14/18	54037	ST OTHER PROF SERVICES WR TRAINING SR TRAINING EL TRAINING	400.00	100.00 100.00 100.00 100.00
JERRY'S TRK & ATO BDY INC 2160 2174	01-00-195 01-41-513 51-42-513 52-43-513	03/14/18	54038	EXCHANGE ST SERVICES, VEHICLE WR SERVICES, VEHICLES SR SERVICES, VEHICLES	890.36	350.34 180.00 180.01 180.01
KRAUSS SHANE MEDICAL 3/14/18	53-40-534	03/14/18	54039	EL MEDICAL	385.26	385.26
LOUTHAN, BILLIE MEDICAL 3/14/18	01-11-534 51-42-534 52-43-534 53-40-534	03/14/18	54040	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	91.96	18.39 18.39 18.39 36.79
MARQUARDT, TERRY MEDICAL 3/14/18 MEDICAL 03/14/18	01-21-534 01-21-534	03/14/18	54041	PD MEDICAL PD MEDICAL	119.65	55.36 64.29
MCGARRY, LAURA MEDICAL 3/14/18	01-21-534	03/14/18	54042	PD MEDICAL	3944.10	3944.10
MIDWESTERN PROPANE GAS CO 9087	52-43-577	03/14/18	54043	SR FUEL PURCHASES	608.29	608.29
MUNICIPAL ELECTRONICS INC 065304 065340	01-21-512 01-21-512	03/14/18	54044	PD SERVICES, EQUIPMT PD SERVICES, EQUIPMT	692.91	490.00 202.91
PIERCE, DEBORAH MEDICAL 3/14/18	01-11-534 51-42-534 52-43-534 53-40-534	03/14/18	54045	AD MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	357.21	44.65 89.30 89.30 133.96
SCHULTE SUPPLY		03/14/18	54046		21239.20	

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S1133229.001	51-42-843			WR RADIO READ METERS		473.80
S1135228.001	51-42-843			WR RADIO READ METERS		3478.80
S1135229.001	51-42-843			WR RADIO READ METERS		17286.60
=====						
SHAFFERS TIRE SERVICE		03/14/18	54047		389.81	
38541	01-21-513			PD SERVICES, VEHICLE		50.00
38616	52-43-512			SR SERVICES, EQUIPMT		236.81
38630	01-21-513			PD SERVICES, VEHICLE		68.00
38633	01-21-513			PD SERVICES, VEHICLE		35.00
SIRCHIE FINGER PRINT		03/14/18	54048		89.37	
0335384-IN	01-21-652			PD OPERATING SUPPLIES		89.37
ST CLAIR COUNTY TREASURER		03/14/18	54049		471.66	
BZOP1806-66	01-16-535			ZO COUNTY INSPECTIONS		157.74
BZOP1807-6363	01-16-535			ZO COUNTY INSPECTIONS		170.71
BZOP1808-305	01-16-535			ZO COUNTY INSPECTIONS		43.21
FE1802	01-16-535			ZO COUNTY INSPECTIONS		50.00
FE1803-61	01-16-535			ZO COUNTY INSPECTIONS		50.00
ST CLAIR SERVICE COMPANY		03/14/18	54050		2183.87	
669093 CLEAR	01-41-655			ST AUTO FUEL/OIL		152.27
	51-42-655			WR AUTO FUEL/OIL		152.27
	52-43-655			SR AUTO FUEL/OIL		152.27
	53-40-655			EL AUTO FUEL/OIL		152.28
669093 DYED	01-41-655			ST AUTO FUEL/OIL		112.59
	51-42-655			WR AUTO FUEL/OIL		112.59
	52-43-655			SR AUTO FUEL/OIL		112.59
	53-40-655			EL AUTO FUEL/OIL		112.59
669199 CLEAR	01-41-655			ST AUTO FUEL/OIL		159.20
	51-42-655			WR AUTO FUEL/OIL		159.20
	52-43-655			SR AUTO FUEL/OIL		159.20
	53-40-655			EL AUTO FUEL/OIL		159.20
669199 DYED	01-41-655			ST AUTO FUEL/OIL		121.90
	51-42-655			WR AUTO FUEL/OIL		121.90
	52-43-655			SR AUTO FUEL/OIL		121.90
	53-40-655			EL AUTO FUEL/OIL		121.92
TEKLAB, INC		03/14/18	54051		364.00	
211048	52-43-539			SR OTHER PROF SERVICES		45.50
211146	52-43-539			SR OTHER PROF SERVICES		45.50
211202	52-43-539			SR OTHER PROF SERVICES		81.00
211393	52-43-539			SR OTHER PROF SERVICES		91.00
211515	52-43-539			SR OTHER PROF SERVICES		101.00
THOUVENOT, WADE & MOERCHEN		03/14/18	54052		11142.75	
59506	52-43-880			SR NEW SEWER PLANT		7975.00

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59580	01-41-532			ST ENGINEERING		3167.75
TOLAN, JOHN		03/14/18	54053		24.24	
MEDICAL 3/14/18	01-41-534			ST MEDICAL		6.06
	51-42-534			WR MEDICAL		6.06
	52-43-534			SR MEDICAL		6.06
	53-40-534			EL MEDICAL		6.06
TURNER, DAN		03/14/18	54054		1952.05	
MEDICAL 3/14/8	01-21-534			PD MEDICAL		1952.05
URBANSKI, TYLER		03/14/18	54055		614.07	
MAR 2018 REIMB	53-40-562			EL TRAVEL EXPENSES		30.00
	53-40-519			EL SERVICES, OTHER		129.00
MEDICAL 3/14/18	53-40-534			EL MEDICAL		455.07
USA BLUEBOOK		03/14/18	54056		165.93	
476722	52-43-612			SR SUPPLIES, EQUIPMT		37.70-
501507	52-43-657			SR LAB SUPPLIES		203.63
WASTE MANAGEMENT OF ST LOUIS		03/14/18	54057		18563.30	
0241138-1841-3	13-44-575			GA RECYCLING		1150.00
6887275-2052-2	13-44-573			GA GARBAGE DISPOSAL		17413.30
WATTS COPY SYSTEMS INC		03/14/18	54058		389.31	
22247419	01-21-512			PD SERVICES, EQUIPMT		204.18
22252039	01-11-512			AD SERVICES, EQUIPMT		27.24
	51-42-512			WR SERVICES, EQUIPMT		27.24
	52-43-512			SR SERVICES, EQUIPMT		27.24
	53-40-512			EL SERVICES, EQUIPMT		27.24
	01-21-534			PD MEDICAL		76.17
** TOTAL CHECKS ISSUED					95538.63	
TOTAL FOR REGULAR CHECKS:					95,538.63	

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ALS TRIBOLOGY 498317	53-40-512	03/21/18	54059	EL SERVICES, EQUIPMT	25.00	25.00
AMANN, MATT 2018 BOOT ALLOW	51-42-471 52-43-471 53-40-471	03/21/18	54060	WR UNIFORM RENTAL SR UNIFORM RENTAL EL UNIFORM RENTAL	357.53	119.18 119.18 119.17
ASSOCIATION OF ILLINOIS I0004245	53-40-563	03/21/18	54061	EL TRAINING	650.00	650.00
BEL-O PEST SOLUTIONS, INC 162491 1962490	53-40-519 01-11-519 01-21-539	03/21/18	54062	EL SERVICES, OTHER AD SERVICES, OTHER PD OTHER PROF SERVICES	144.00	98.00 23.00 23.00
BLOMENKAMP, GREG MEDICAL 3/21/18	01-41-534 51-42-534 52-43-534 53-40-534	03/21/18	54063	ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL	3274.60	145.98 1021.83 1021.83 729.86
MEDICAL03/21/18	01-41-534 51-42-534 52-43-534 53-40-534			ST MEDICAL WR MEDICAL SR MEDICAL EL MEDICAL		17.76 124.29 124.29 88.76
CARL L BARTON SCHOOL 2018 RECYCLE	13-00-251	03/21/18	54064	DUE TO FREEBURG SCHOOLS	70.50	70.50
CINTAS VIP OD587200 OD65108744	01-21-539 01-11-539 51-42-512 52-43-512 53-40-512	03/21/18	54065	PD OTHER PROF SERVICES AD OTHER PROF SERVICES WR SERVICES, EQUIPMT SR SERVICES, EQUIPMT EL SERVICES, EQUIPMT	316.85	124.25 48.15 48.15 48.15 48.15
COMMUNICATION REVOLVING FUND T1825908	01-21-539	03/21/18	54066	PD OTHER PROF SERVICES	265.62	265.62
COMPUTRON 67170 67180	01-21-512 01-11-539	03/21/18	54067	PD SERVICES, EQUIPMT AD OTHER PROF SERVICES	188.00	89.00 99.00
DRESSLER TRUCK SERVICE, INC 48755	01-41-614	03/21/18	54068	ST SUPPLIES, STREET	1462.50	1462.50
ECKELS, GREGORY		03/21/18	54069		68.73	

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MEDICAL 3/21/18	01-41-534.1		ST MEDICAL/REIREES			27.49
	51-42-534.1		WR MEDICAL/REIREES			20.61
	52-43-534.1		SR MEDICAL/REITREES			10.30
	53-40-534.1		EL MEDICAL/REIREES			10.33
ELDEN, ROBERT MEDICAL 3/21/18		03/21/18		54070	1357.15	
	51-42-534		WR MEDICAL			339.29
	52-43-534		SR MEDICAL			339.29
	53-40-534		EL MEDICAL			678.57
FLETCHER-REINHARDT CO. S1172399.002		03/21/18		54071	217.92	
	53-40-617		EL SUPPLIES, STREET LIGHTING			217.92
FREEBURG COMMUNITY HIGH SCHOOL 2018 RECYCLE		03/21/18		54072	70.49	
	13-00-251		DUE TO FREEBURG SCHOOLS			70.49
FREEBURG PRINTING & PUBLISHING 105888		03/21/18		54073	24.00	
	01-11-913		AD COMMUNITY RELATIONS			24.00
HEROS IN STYLE 16750 167571		03/21/18		54074	293.07	
	01-21-471		PD UNIFORM ALLOWANCE			252.32
	01-21-652		PD OPERATING SUPPLIES			40.75
ILLINOIS PUBLIC RISK FUND 46080		03/21/18		54075	9397.00	
	01-11-454		AD WORKERS COMPENSATION			65.77
	01-16-454		ZO WORKERS COMPENSATION			45.10
	01-21-454		PD WORKERS COMPENSATION			1973.37
	01-41-454		ST WORKERS COMPENSATION			3758.80
	51-42-454		WR WORKER'S COMP INSURANCE			790.28
	52-43-454		SR WORKER'S COMP INSURANCE			1137.97
	53-40-454		EL WORKER'S COMP INSURANCE			1429.28
	58-55-454		SWP WORKER'S COMP INSURANCE			196.43
IMMACULATE CONCEPTION JUSTIN KOPPEIS		03/21/18		54076	50.00	
	01-11-913		AD COMMUNITY RELATIONS			50.00
JACK'S AUTO WASH 03/09/18		03/21/18		54077	165.00	
	01-21-613		PD SUPPLIES, VEHICLE			165.00
JM TEST SYSTEMS 0536752-IN S540217-IN		03/21/18		54078	200.05	
	53-40-658		EL SAFETY EQUIPMENT			112.00
	53-40-658		EL SAFETY EQUIPMENT			88.05
KRAMPER, JANE MEDICAL 3/21/18		03/21/18		54079	85.96	
	01-11-534		AD MEDICAL			10.75
	51-42-534		WR MEDICAL			21.49
	52-43-534		SR MEDICAL			21.49

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	53-40-534			EL MEDICAL		32.23
LUBY EQUIPMENT SERVICES SW0000005-1		03/21/18	54080		1235.80	
	01-41-512			ST SERVICES, EQUIPMT		308.95
	51-42-512			WR SERVICES, EQUIPMT		308.95
	52-43-512			SR SERVICES, EQUIPMT		308.95
	53-40-512			EL SERVICES, EQUIPMT		308.95
MCMaster-CARR SUPPLY COMP 581191243		03/21/18	54081		104.58	
				DISCOUNT TAKEN		1.99-
	53-40-620			EL POWER PLANT PARTS		106.57
PIERCE, DEBORAH MEDICAL 3/21/18		03/21/18	54082		735.00	
	01-11-534			AD MEDICAL		91.88
	51-42-534			WR MEDICAL		183.75
	52-43-534			SR MEDICAL		183.75
	53-40-534			EL MEDICAL		275.62
ROYAL OAK RETRIEVER, LLC 350330		03/21/18	54083		240.00	
	13-44-575			GA RECYCLING		240.00
SHAFFERS TIRE SERVICE 38644 38758 38759		03/21/18	54084		135.00	
	01-21-513			PD SERVICES, VEHICLE		50.00
	01-21-513			PD SERVICES, VEHICLE		50.00
	01-21-513			PD SERVICES, VEHICLE		35.00
ST JOSEPH CATHOLIC SCHOOL 2018 RECYCLE		03/21/18	54085		70.50	
	13-00-251			DUE TO FREEBURG SCHOOLS		70.50
USA BLUEBOOK 511199 511460 511461		03/21/18	54086		1357.22	
	51-42-653			WR SMALL TOOLS		545.70
	52-43-653			SR SMALL TOOLS		545.70
	51-42-653			WR SMALL TOOLS		54.42
	52-43-653			SR SMALL TOOLS		54.42
	51-42-653			WR SMALL TOOLS		78.49
	52-43-653			SR SMALL TOOLS		78.49
VERIZON WIRELESS 9803041384		03/21/18	54087		496.94	
	01-11-552			AD TELEPHONE		79.05
	01-21-552			PD TELEPHONE		158.13
	51-42-552			WR TELEPHONE		79.05
	52-43-552			SR TELEPHONE		79.05
	53-40-552			EL TELEPHONE		101.66
VERLAN FUNK SERVICE INC 408522771		03/21/18	54088		2444.34	
	01-41-614			ST SUPPLIES, STREET		220.10
	51-42-614			WR SUPPLIES, STREET		500.00

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408522774	01-41-614		ST SUPPLIES, STREET			1724.24
WATTS, THOMAS MEDICAL 3/21/18	01-21-534	03/21/18	PD MEDICAL	54089	141.67	141.67
WEILMUENSTER & KECK 1682	01-11-533 01-16-533 51-42-533 52-43-533 53-40-533 01-21-533	03/21/18	AD LEGAL ZO LEGAL WR LEGAL SR LEGAL EL LEGAL PD LEGAL	54090	4920.30	3228.22 949.99 172.29 172.28 250.26 147.26
1682 PD						
** TOTAL CHECKS ISSUED					30565.32	
TOTAL FOR REGULAR CHECKS:					30,565.32	

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	DESCRIPTION	AMOUNT	DISTR
VILLAGE OF FREEBURG GENERAL	C03/21/18		1557		9560.89	
MFT EXPENSES	15-00-241			DUE TO GENERAL FUND		19882.50
	15-00-141			DUE FROM GENERAL		10321.61-
** TOTAL CHECKS ISSUED					9560.89	
TOTAL FOR REGULAR CHECKS:					9,560.89	

SYS DATE: 03/21/18
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VILLAGE OF FRG UTILITIES MARCH 2018		03/07/18		80000227	7338.65	
	01-11-571		AD UTILITIES			1013.74
	01-21-571		PD UTILITIES			675.83
	01-41-571		ST UTILITIES			127.93
	51-42-571		WR UTILITIES			975.73
	52-43-571		SR UTILITIES			2956.50
	53-40-571		EL UTILITIES			1588.92
** TOTAL CHECKS ISSUED					7338.65	
TOTAL FOR REGULAR CHECKS:					0.00	
TOTAL FOR DIRECT PAY VENDORS:					7,338.65	

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
ADP - CHARGES 509608221		03/09/18		80000228	162.66	
	01-11-539		AD OTHER PROF SERVICES			40.66
	51-42-539		WR OTHER PROF SERVICES			40.66
	52-43-539		SR OTHER PROF SERVICES			40.66
	53-40-539		EL OTHER PROF SERVICES			40.68
CITIZENS- PAYROLL #5-2018		03/09/18		80000229	47203.54	
	01-00-215		PR W/H FICA			5050.76-
	01-00-216		PR W/H RETIREMENT			3526.55-
	01-00-213		PR W/H FIT			6598.08-
	01-00-214		PR W/H SIT			3121.51-
	01-21-421		PD REGULAR SALARIES			18222.31
	01-21-422		PD OVERTIME			489.32
	01-21-423		PD HOLIDAY OVERTIME			2363.52
	01-21-425		PD PART-TIME SALARIES			1942.50
	01-21-426		PD LONGEVITY/EDUCATION			161.54
	01-00-193		EXCHANGE-EMPLOYEE CELL PHONES			522.42-
	01-11-431		AD ELECTED SALARIES			2336.53
	01-11-421		AD REGULAR SALARIES			1742.81
	01-11-423		AD OVERTIME			15.64
	01-16-421		ZO REGULAR SALARIES			644.94
	01-41-421		ST REGULAR SALARIES			4623.65
	01-41-423		ST OVERTIME			218.93
	12-23-421		ES REGULAR SALARIES			98.56
	01-00-110		CASH - CITIZEN - GENERAL			98.56
	12-00-110		CASH - CITIZENS - ESDA			98.56-
	51-42-421		WR REGULAR SALARIES			7617.43
	51-42-423		WR OVERTIME			389.36
	01-00-110		CASH - CITIZEN - GENERAL			8006.79
	51-00-110		CASH - CITIZENS - WATER			8006.79-
	52-43-421		SR REGULAR SALARIES			5916.24
	52-43-422		SR TEMP SALARIES			304.37
	01-00-110		CASH - CITIZEN - GENERAL			6220.61
	52-00-110		CASH - CITIZENS - SEWER			6220.61-
	53-40-421		EL REGULAR SALARIES			18063.94
	53-40-423		EL OVERTIME			871.27
	01-00-110		CASH - CITIZEN - GENERAL			18935.21
	53-00-110		CASH - CITIZENS - ELECTRIC			18935.21-
CITIZENS - PAYROLL TAXES #5-2018		03/09/18		80000230	20134.61	
	01-00-215		PR W/H FICA			5050.76
	01-00-213		PR W/H FIT			6598.08
	01-00-214		PR W/H SIT			3121.51
	01-21-453		PD UNEMPLOYMENT INSURANCE			121.69
	01-21-461		PD SOCIAL SECURITY			1624.61
	01-21-461		PD SOCIAL SECURITY			148.60

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	01-11-461		AD SOCIAL SECURITY		178.74	
	01-11-453		AD UNEMPLOYMENT INSURANCE		7.04	
	01-11-461		AD SOCIAL SECURITY		134.48	
	01-16-453		ZO UNEMPLOYMENT INSURANCE		3.39	
	01-16-461		ZO SOCIAL SECURITY		49.34	
	01-41-453		ST UNEMPLOYMENT INSURANCE		23.54	
	01-41-461		ST SOCIAL SECURITY		370.46	
	12-23-461		ES SOCIAL SECURITY		7.54	
	01-00-110		CASH - CITIZEN - GENERAL		7.54-	
	12-00-110		CASH - CITIZENS - ESDA		38.05	
	51-42-453		WR UNEMPLOYMENT INSURANCE		612.52	
	51-42-461		WR SOCIAL SECURITY		650.57	
	01-00-110		CASH - CITIZEN - GENERAL		650.57-	
	51-00-110		CASH - CITIZENS - WATER		28.43	
	52-43-453		SR UNEMPLOYMENT INSURANCE		475.88	
	52-43-461		SR SOCIAL SECURITY		504.31	
	01-00-110		CASH - CITIZEN - GENERAL		504.31-	
	52-00-110		CASH - CITIZENS - SEWER		91.41	
	53-40-453		EL UNEMPLOYMENT INSURANCE		1539.95	
	01-00-110		CASH - CITIZEN - GENERAL		1539.95-	
	53-00-110		CASH - CITIZENS - ELECTRIC		1448.54	
	53-40-461		EL SOCIAL SECURITY			

** TOTAL CHECKS ISSUED

67500.81

TOTAL FOR REGULAR CHECKS:
 TOTAL FOR DIRECT PAY VENDORS:

0.00
 67,500.81

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PAYABLE TO INV NO	GL NO	CHECK DATE	DESCRIPTION	CHECK NO	AMOUNT	DISTR
ILL DEPT OF REVENUE For Feb 2018	53-00-219.2	03/13/18	ACCRUED UTILITY TAX	80000231	10019.94	10019.94
** TOTAL CHECKS ISSUED					10019.94	
TOTAL FOR REGULAR CHECKS:					0.00	
TOTAL FOR DIRECT PAY VENDORS:					10,019.94	

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PAYABLE TO INV NO	GL NO	CHECK DATE	CHECK NO	AMOUNT	DISTR
=====					
DESCRIPTION					
IMEA		03/19/18	80000232	234139.64	
FEB 2018	53-40-576		EL ELECTRICITY PURCHASES		235168.18
	53-00-395		EL REFUNDS, REIMBURSE (Fuel)		1028.54-
**	TOTAL CHECKS ISSUED			234139.64	
	TOTAL FOR REGULAR CHECKS:			0.00	
	TOTAL FOR DIRECT PAY VENDORS:			234,139.64	

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		DESCRIPTION			
AFLAC MARQUARDT	01-00-196	03/21/18 EXCHANGE - PAYROLL	54091	47.32	47.32
**	TOTAL CHECKS ISSUED			47.32	
	TOTAL FOR REGULAR CHECKS:			47.32	

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ADP - CHARGES 510418061		03/23/18		80000233	151.22	
	01-11-539		AD OTHER PROF SERVICES			37.80
	51-42-539		WR OTHER PROF SERVICES			37.80
	52-43-539		SR OTHER PROF SERVICES			37.80
	53-40-539		EL OTHER PROF SERVICES			37.82
CITIZENS- PAYROLL #6-2018		03/23/18		80000234	45744.86	
	01-00-215		PR W/H FICA			4801.32-
	01-00-216		PR W/H RETIREMENT			3249.12-
	01-00-213		PR W/H FIT			5857.22-
	01-00-214		PR W/H SIT			2961.85-
	01-00-196		EXCHANGE - PAYROLL			47.32-
	01-21-421		PD REGULAR SALARIES			18152.31
	01-21-422		PD OVERTIME			295.44
	01-21-425		PD PART-TIME SALARIES			2280.00
	01-21-426		PD LONGEVITY/EDUCATION			161.57
	01-00-193		EXCHANGE-EMPLOYEE CELL PHONES			100.00-
	01-11-431		AD ELECTED SALARIES			2111.53
	01-11-421		AD REGULAR SALARIES			1742.50
	01-11-423		AD OVERTIME			33.83
	01-16-421		ZO REGULAR SALARIES			644.94
	01-16-431		ZO SALARIES, APPOINTED			300.00
	01-41-421		ST REGULAR SALARIES			4557.09
	01-41-422		ST TEMPORARY SALARIES			111.00
	01-41-423		ST OVERTIME			8.76
	12-23-421		ES REGULAR SALARIES			98.56
	01-00-110		CASH - CITIZEN - GENERAL			98.56
	12-00-110		CASH - CITIZENS - ESDA			98.56-
	51-42-421		WR REGULAR SALARIES			7550.62
	51-42-422		WR TEMP SALARIES			111.00
	51-42-423		WR OVERTIME			141.03
	01-00-110		CASH - CITIZEN - GENERAL			7802.65
	51-00-110		CASH - CITIZENS - WATER			7802.65-
	52-43-421		SR REGULAR SALARIES			5849.43
	52-43-423		SR OVERTIME			111.00
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	53-40-421		EL REGULAR SALARIES			17797.04
	53-40-422		EL TEMP SALARIES			111.00
	53-40-423		EL OVERTIME			452.01
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	53-00-110		CASH - CITIZENS - ELECTRIC			18360.05-
CITIZENS - PAYROLL TAXES #6-2018		03/23/18		80000235	18626.11	
	01-00-215		PR W/H FICA			4801.32

SYS DATE: 03/26/18
FROM: 02/26/18

Village of Freeburg
A / P B O A R D L I S T
REGISTER # 901
Monday March 26, 2018

SYS TIME: 08:48
[NB]

TO: 04/26/18

PAGE 2

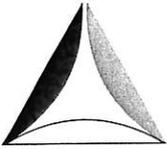
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	01-00-213		PR W/H FIT		5857.22	
	01-00-214		PR W/H SIT		2961.85	
	01-21-453		PD UNEMPLOYMENT INSURANCE		75.01	
	01-21-461		PD SOCIAL SECURITY		1423.61	
	01-21-461		PD SOCIAL SECURITY		174.42	
	01-11-461		AD SOCIAL SECURITY		161.53	
	01-11-453		AD UNEMPLOYMENT INSURANCE		4.98	
	01-11-461		AD SOCIAL SECURITY		135.88	
	01-16-453		ZO UNEMPLOYMENT INSURANCE		3.39	
	01-16-461		ZO SOCIAL SECURITY		72.29	
	01-41-453		ST UNEMPLOYMENT INSURANCE		17.55	
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	12-23-461		ES SOCIAL SECURITY		7.54	
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	12-00-110		CASH - CITIZENS - ESDA		7.54-	
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	51-00-110		CASH - CITIZENS - WATER		623.33-	
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	01-00-110		CASH - CITIZEN - GENERAL		1462.50	

** TOTAL CHECKS ISSUED

64522.19

TOTAL FOR REGULAR CHECKS:
TOTAL FOR DIRECT PAY VENDORS:

0.00
64,522.19



ESDA OFFICE: [618] 539-9996
VILLAGE HALL: [618] 539-5545

FREEBURG EMERGENCY SERVICES AND DISASTER AGENCY

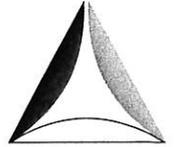
Freeburg Emergency Management Agency

#14 SOUTHGATE CENTER

FREEBURG, IL 62243

ESDA REPORT

APRIL 2, 2018



DIRECTOR:
[618] 539-3764

- A. Storm Spotter/Skywarn Training Class was conducted, per Freeburg ESDA sponsorship, by National Weather Service WCM James Kramper at SWIC, RM#1040 March 22nd (Thursday). I would like to thank my cousin, Mrs. Vicki Channer as the contact person for obtaining the training room and necessary equipment that allowed Mr. Kramper to use the computer "smart board" for his presentation. Vicki also provided me the "walk thru" of the lector room prior to the March 22nd date. I sent a letter of appreciation to Mrs. Channer's supervisor at SWIC for her assistance. I would also like to thank my support communications ESDA member, David Antry, for making the presentation with our Freeburg ESDA plaque to Mr. Kramper as both a "Thank you" and to acknowledge his announcement of retirement after 33 years of dedicated service. I was unable to attend and make the presentation due to a death in the family.
- B. CPR/AED/ First Aid training was completed by ESDA members Lauren Theuerkauf, Matt Theuerkauf, Mindi Arbogast with member Joy Robinson completing the CPR/AED portion of the training. Training was conducted on Saturday March 24th at St. Paul's U.C.C. Education room and conducted by Nurse/Red Cross instructor Donna Asbridge.
- C. Kept in TEXT cellphone contact with Public Works Director John T. as it related to the National Weather Service Flash Flood Watch issued for the area as it related to local instrumentation and radar data.
- D. Freeburg Tribune office sent and printed Severe Weather preparedness information, including emphasis on Weather Alert Radio photos to encourage and educate the general public on this important device,

Sincerely,

Gene Kramer, Coord.
Freeburg ESDA

VILLAGE BOARD MEETING
April 2nd, 2018

Gary Henning Zoning Administrator

7 Occupancy Permits issued in March 2018:

13 Building Permits issued in March 2018:

- 3-Fence
- 3-New Homes
- 2-Electric
- 1-Room Addition
- 1-Upgrae bathroom to meet ADA Standards
- 1-New Deck
- 1-Wrecking Permit
- 1-Accessory Storage Building

Nuisances Corrected in March 2018 -- 12

Tony will email the board members the updated spreadsheet (March 15, 2018)
on current nuisances.

ORDINANCE NO. 1651**AN ORDINANCE AMENDING THE FREEBURG ZONING ORDINANCE
FOR THE PURPOSE OF REZONING CERTAIN PROPERTY
COMMONLY KNOWN AS 800 SOUTHGATE DRIVE**

WHEREAS, the Village of Freeburg, St. Clair County, State of Illinois, presently has in force The Freeburg Zoning Ordinance, which is contained in the Freeburg Municipal Code, as amended from time to time; and

WHEREAS, the Village Combined Planning and Zoning Board has complied with the provisions of 65 ILCS 5/11-13-14 and Article 40-23-1 of the Freeburg Zoning Ordinance regarding amendments of regulations and zoning districts by holding a public hearing on February 13, 2018 to consider the request for a rezoning of certain property owned by Burl and Judy Hand and being purchased by Vollmer Construction and Development, LLC, pursuant to notice as required by statute; and

WHEREAS, the property owners of certain property commonly known as the Hand Property consisting of 0.396 acres +/- in the Village of Freeburg, Illinois have filed an application for rezoning the Property from B-1 to MR-2 (Multiple-Family Residential);

WHEREAS, the map attached hereto, marked Exhibit A, is an accurate map of the property so sought to be rezoned and such rezoning shall be in accordance with the boundaries indicated on the map;

WHEREAS, as a result of said hearing, the Combined Planning and Zoning Board has made a recommendation to the Village Board that it approve the request for rezoning to MR-2;

WHEREAS, the Board of Trustees has considered the recommendation of the Combined Planning and Zoning Board and has determined that it is in the best interest of the public health, safety and welfare and in compliance with the powers conferred upon the Village and the objectives and purposes set out in 65 ILCS 5/11-13-1, to adopt an amendment to the Freeburg Zoning Ordinance for the purpose of rezoning the Vollmer Construction and Development, LLC's (Burl and Judy Hand) Property to allow MR-2 uses in accordance with the map attached hereto as Exhibit A; and

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FREEBURG, ST. CLAIR, COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: The Village of Freeburg Zoning Ordinance is hereby amended to change the zoning classification from Business (B-1) to MR-2 (Multiple-Family Residential) on a tract of land consisting of approximately 0.396 acres in accordance with the map attached hereto as Exhibit A.

ORDINANCE NO. 1651 cont.

Section 2: That all other provisions of said Zoning Ordinance, as amended from time to time, shall remain unchanged and in full force and effect except as specifically amended by this Ordinance.

Section 3: If a court of competent jurisdiction declares any provision of this Ordinance unconstitutional or invalid, that decision shall not affect the validity of the remainder of this Ordinance.

Section 4: This Ordinance shall be effective upon its passage, signing and publication as required by law.

PASSED by the Board of Trustees of the Village of Freeburg, Illinois, this 20th day of February, 2018.

AYES	<u>Trustee Bert Pruett</u>	NAYS	_____
	<u>Trustee Elizabeth Mulling</u>		_____
	<u>Trustee James Blais</u>		_____
	<u>Trustee Matthew Trout</u>		_____
	<u>Trustee Denise Collier</u>		_____
	<u>Trustee Roman Matchett, Jr.</u>		_____
ABSENT	_____	ABSTAIN	_____
	_____		_____

Approved this 20th day of February, 2018.



Seth E. Speiser
Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

ORDINANCE NO. 1653

**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 for the term of April 1, 2018 through March 31, 2022;

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 any retroactive pay, if so provided for, 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 2nd day of April, 2018.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2018.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Approval as to Legal Form:

Jerry Menard, Village Clerk

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, 2018 through March 31, 2022

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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 ½) 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 clock in.. 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 ½) 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 two (2) 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 twenty-four (24) 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 ½) 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.

<u>Classification</u>	<u>4-1-2017</u>	<u>Effective</u> <u>4-1-2018</u> 2.5%	<u>Effective</u> <u>4-1-2019</u> 2.5%	<u>Effective</u> <u>4-1-2020</u> 2.5%	<u>Effective</u> <u>4-1-2021</u> 2.5%
Crew Worker	\$25.02	\$25.65	\$26.29	\$26.94	\$27.62
Crew Leader	\$26.34	\$27.00	\$27.67	\$28.37	\$29.07
Water/Sewer Operator	\$25.02	\$25.65	\$26.29	\$26.94	\$27.62
Water/Sewer Department Leader	\$30.44	\$31.20	\$31.98	\$32.78	\$33.60
Public Works Specialist	\$26.02	\$26.67	\$27.34	\$28.02	\$28.72
Apprentice Lineman					
Level I	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16
Level II	\$26.69	\$27.36	\$28.04	\$28.74	\$29.46
Level III	\$27.88	\$28.58	\$29.29	\$30.02	\$30.77
Level IV	\$29.06	\$29.79	\$30.53	\$31.29	\$32.08
Journeyman Lineman	\$30.23	\$30.99	\$31.76	\$32.55	\$33.37
Head Journeyman Lineman	\$31.44	\$32.23	\$33.03	\$33.86	\$34.70

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/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 ½) 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 the agreed upon amount, then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase above the agreed upon amount. 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 the agreed upon amount of the less expensive of those two (2) plans.

Health Plan Cost:

2018 - \$19,000

2019 - \$20,000

2020 - \$20,000

2021 - \$21,000

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 ten (10) business days of the event giving rise to the grievance.

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 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.

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, 2018 through March 31, 2022, 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 fifteen (15) miles of Freeburg Village Hall (14 Southgate Center, Freeburg, IL 622 43). Employees must be in compliance with the residency requirement within six (6) months of completing their probation period. Current employees will be grandfathered in.

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, 2018, and shall continue through March 31, 2022, 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, 2022 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.

VILLAGE OF FREEBURG

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 148

Village President

Date

Business Manager

Date

Village Clerk

Date

Business Representative

Date

Chief Steward (Village of Freeburg)

Date

Steward (Village of Freeburg)

Date

APPENDIX "A"
GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: Village of Freeburg-Public Works

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____

Date/Time: _____

Grievant's Signature

Union Representative

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

Union Representative Signature

EMPLOYER'S STEP TWO RESPONSE

~~Employer Representative Signature~~ ~~Position~~

Person to Whom Response Given Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

Union Representative

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP FOUR

REFERRAL TO ARBITRATION

By: _____

Person to Whom Referral Given

Date

Union Representative or Village Representative

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.
 - 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.

- 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. 1654

**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, 2018 through March 31, 2022;

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 any retroactive pay, if so provided for, 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 2nd day of April, 2018.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2018.

VILLAGE OF FREEBURG, ILLINOIS

Seth Speiser, Village President

ATTEST:

Approval as to Legal Form:

Jerry Menard, Village Clerk

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, 2018 through March 31, 2022

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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;
- i. 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 ½) 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 – 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 called out to work in excess of four hours overtime.

Section 7.05 – 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 7.06 – 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 ½) 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.

<u>Classification</u>	<u>Effective 4/1/2017</u>	<u>Effective 4/1/2018</u>	<u>Effective 4/1/2019</u>	<u>Effective 4/1/2020</u>	<u>Effective 4/1/2021</u>
		2.50%	2.50%	2.50%	2.50%
Utility Billing Clerk	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08
Finance Clerk	\$22.11	\$22.66	\$23.23	\$23.81	\$24.41
Office Manager	\$24.25	\$24.86	\$25.48	\$26.11	\$26.77
Police Dept. Secretary	\$20.91	\$21.43	\$21.97	\$22.52	\$23.08

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 ____, 2018.

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 ½) 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 the agreed upon amount (See Chart), then the Employer may require each employee to pay up to fifty percent (50%) of the average per employee increase above the agreed upon amount. 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 the agreed upon amount of the less expensive of those two (2) plans.

Health Plan Cost:

2018 - \$19,000

2019 - \$20,000

2020 - \$20,000

2021 - \$21,000

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;
- (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 ten (10) 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 ten (10) 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 April 1, 2018 through March 31, 2022, 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 fifteen (15) miles of Freeburg Village Hall (14 Southgate Center, Freeburg, IL 622 43). Employees must be in compliance with the residency requirement within six (6) months of completing their probation period. Current employees will be grandfathered in.

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, 2018, and shall continue through March 31, 2022, 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, 2022 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.

VILLAGE OF FREEBURG

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 148

Village President

Date

Business Manager

Date

EMPLOYER'S STEP TWO RESPONSE

<hr/> Employer Representative Signature	<hr/> Position
<hr/> Person to Whom Response Given	<hr/> Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

<hr/> Grievant's Signature	<hr/> Union Representative
----------------------------	----------------------------

EMPLOYER'S STEP THREE RESPONSE

<hr/> Employer Representative Signature	<hr/> Position
<hr/> Person to Whom Response Given	<hr/> Date

STEP FOUR

REFERRAL TO ARBITRATION

By: _____

Person to Whom Referral Given

Date

Union Representative or Village Representative

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

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.
 - 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.

- 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 PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

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

Legal and Ordinance Committee Meeting
(Annexation; Building; Zoning; Subdivision)
(Pruett/Albers/Matchett/Meehling)
Wednesday, March 28, 2018 at 5:30 p.m.

EXHIBIT H

VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

VILLAGE ATTORNEY
Weilmuenster & Keck, P.C.

The meeting of the Legal and Ordinance Committee was called to order at 5:30 p.m. by Chairman Dean Pruett on Wednesday, March 28, 2018, in the Freeburg Municipal Center. Members attending were Chairman Dean Pruett, Trustee Denise Albers, Trustee Ray Matchett, Trustee Lisa Meehling, Mayor Seth Speiser, Village Clerk Jerry Menard, Trustee Mike Blaies, Trustee Matt Trout, Village Attorney Fred Keck, Zoning Administrator Gary Henning, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson, Police Chief Mike Schutzenhofer. Guest present: Janet Baechle.

A. OLD BUSINESS:

1. Approval of February 28, 2018 Minutes: Trustee Lisa Meehling motioned to approve the February 28, 2018 minutes and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.
2. Zoning Report/Nuisance Properties: Zoning Administrator Gary Henning advised the property on Railroad Street has been cleaned up. He said Village Administrator Tony Funderburg will send out the spreadsheet that will provide an update on the other properties. Attorney Keck does not have any new information on Moerchen.

B. NEW BUSINESS:

1. Letter to F.X. Heiligenstein Regarding Combination of Homeowner's Properties: Tony advised he was contacted by a resident that was trying to sell her property, and found out her had been combined without her knowledge or consent. He talked to the County who advised we have the ability to do that, but further said we would work with the homeowner if we ever wanted to do anything like that. Attorney Keck stated this should only be done with the written consent of the homeowner. Frank signed the paperwork as the owner of the property. Tony has issues with him representing the Village. Attorney Keck further stated the Recorder's Office should not have accepted it. Attorney Keck agreed the letter needs to go out to Frank.

C. GENERAL CONCERNS: None.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: Trustee Lisa Meehling motioned to adjourn at 5:40 p.m. and Trustee Denise Albers seconded the motion. All voting yea, the motion carried.



Julie Polson
Office Manager

Legal and Ordinance Committee Meeting
Wednesday, March 28, 2018

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Ray Matchett, Jr.
Mike Blaies
Denise Albers
Dean Pruett
Mathew Trout
Lisa Meehling

VILLAGE OF FREEBURG

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VILLAGE ADMINISTRATOR
Tony Funderburg

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
John Tolan

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Michael J. Schutzenhofer

VILLAGE ATTORNEY
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PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING
(Meehling/Blaies/Matchett/Trout)
Wednesday, March 28, 2018 at 6:00 p.m.

Chairperson Lisa Meehling called the meeting of the Personnel and Public Safety Committee to order on Wednesday, March 28, 2018 at 6:00 p.m. Those present were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Matt Trout, Mayor Seth Speiser, Trustee Denise Albers, Trustee Dean Pruett, Village Clerk Jerry Menard, Village Attorney Fred Keck, Chief Mike Schutzenhofer, Public Works Director John Tolan, Village Administrator Tony Funderburg and Office Manager Julie Polson. Guest present: Janet Baechle.

POLICE:

A. OLD BUSINESS:

1. Police Department Expansion: Chief Mike Schutzenhofer received the drawing with the new roofline but has not received packet back from them. The office space and building were revised a bit. We will get the packet after the roofline is approved.

B. NEW BUSINESS:

1. Full-Time Police Hire – Possible Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1) and Executive Session to Discuss Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, 5 ILCS 120/2-(c)(2):

EXECUTIVE SESSION

6:02 P.M.

Trustee Matt Trout motioned to enter Executive Session to Discuss Personnel, 5 ILCS 120/2-(c)(1) and Executive Session to Discuss Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, 5 ILCS 120/2-(c)(2) and Trustee Ray Matchett seconded the motion. All voting aye, the motion carried.

EXECUTIVE SESSION ENDED

6:36 P.M.

Chairperson Lisa Meehling reconvened the regular session of the Personnel/Police Committee meeting at 6:36 p.m.

Office Manager Julie Polson left the meeting at 6:20 p.m.

PERSONNEL:

A. OLD BUSINESS:

1. Approval of February 28, 2018 Minutes: Not discussed.

2. Executive Session to Discuss Collective Negotiating Matters Between the Public Body and its Employees or Their Representatives, 5 ILCS 120/2-(c)(2): See above.

B. NEW BUSINESS: None.

C. GENERAL CONCERNS: Chairperson Meehling would like to see the overtime logs updated. She wants the running total broken out.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Matt Trout motioned to adjourn at 6:37 p.m. and Trustee Ray Matchett seconded the motion. All voting yea, the motion carried.*



Julie Polson
Office Manager