

REGULAR BOARD MEETING AGENDA - MARCH 5, 2012 - 7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Minutes of Previous Meeting
 - 4 - 1. February 21, 2012 - Regular Board Meeting - **Exhibit A**
5. Finance
 - 5 - 1. Finance Committee Meeting – Wednesday, February 29, 2012 - 5:30 p.m. - **Exhibit B**

5 - a. Board Report - MFT:	\$ 1,307.16
5 - b. Board Report - General:	\$ 481,377.04
6. Treasurer's Report - None.
7. Attorney's Report - Executive Session to Discuss collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2).
8. ESDA Report - None.
9. Public Participation -
10. Reports and Correspondence - None.
11. Recommendations of Boards and Commissions - None.
12. Contracts, Releases, Agreements and Annexations -
 - 12 - 1. Professional Metal Works Agreement for Purchase - **See Exhibit C**
13. Bids - None.
14. Resolutions - None.
15. Ordinances -
 - 15 - 1. Ordinance #1414: An Ordinance Authorizing the Sale of Lot 13 of the Industrial Park to Professional Metal Works - **Exhibit C**
 - 15 - 2. Ordinance #1415: An Ordinance Approving and Authorizing the Village to Enter into and the Mayor to Execute an Agreement with the Policemen's Benevolent Labor Committee - **Exhibit D**
 - 15 - 3. Ordinance #1416 - An Ordinance Approving and Authorizing the Village to Enter into and the Mayor to Execute a Memorandum of Understanding with the Policemen's Benevolent Labor Comm. - **Exhibit E**
16. Old Business
17. New Business
18. Appointments - None.
19. Committee Meeting Minutes - None.
20. Upcoming Meetings
 - 20 - 1. Legal/Ordinance Committee Meeting - Wednesday, March 7, 2012 - 4:30 p.m.
 - 20 - 2. Electric Committee Meeting - Wednesday, March 7, 2012 - 5:30 p.m.
 - 20 - 3. Personnel/Police Committee Meeting - Wednesday, March 7, 2012 - 6:30 p.m.
 - 20 - 4. Board Meeting - Monday, March 19, 2012 - 7:30 p.m.
21. Village President's and Trustees' Comments
22. Staff Comments
23. Adjournment

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

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

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
FREEBURG REGULAR BOARD MEETING
Tuesday, February 21, 2012 at 7:30 P.M.
Board Meeting

EXHIBIT A
VILLAGE ADMINISTRATOR
Dennis Herzing
VILLAGE TREASURER
Bryan A. Vogel
PUBLIC WORKS DIRECTOR
Ronald Dintelmann
POLICE CHIEF
Melvin E. Woodruff, Jr.
VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

CALL TO ORDER: Acting Mayor Rita Baker called the Regular Board Meeting to order at 7:30 p.m., on Tuesday, February 21, 2012 in the Freeburg Municipal Board Room.

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

ROLL CALL: Trustee Seth Speiser - here; Trustee Raymond Matchett, Jr. - here; Trustee Mike Blaies - here; Trustee Steve Smith - here; Trustee Charlie Mattern - absent; Trustee Rita Baker - here; Mayor Ray Danford - absent; (5 present, 2 absent). Acting Mayor Rita Baker announced there is a quorum.

MINUTES OF PREVIOUS MEETING: *Trustee Seth Speiser motioned to approve the minutes of Monday, February 6, 2012 and Trustee Steve Smith seconded the motion; (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.*

Trustee Seth Speiser motioned to approve the November 7, 2011 Committee as a Whole minutes and Trustee Steve Smith seconded the motion; (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.

FINANCE: None.

TREASURER'S REPORT: Acting Mayor Baker said we need to approve the Treasurer's Reports for May, June, July and August of 2011.

Trustee Steve Smith motioned to approve the Treasurer's Reports for May, June, July and August of 2011 and Trustee Seth Speiser seconded the motion. All voting aye, the motion carried.

ATTORNEY'S REPORT: None.

ESDA REPORT: Acting Mayor Baker called upon ESDA Coordinator Gene Kramer to give his ESDA Report. Gene talked about the following items:

1. FCC License renewal which is used by Freeburg ESDA, Village Public Works Department and Police Department;
2. Working with the Village Administrator on changes in the ESDA budget for this year;
3. Still working on business flyers to join Freeburg ESDA;
4. Waiting word from Sentry Siren Co., on data for the siren receiver decoder and siren receiver encoder information.

PUBLIC PARTICIPATION: Glen Polachek introduced himself as the Sports Complex Manager. Glen stated he is here tonight to get Village Board's approval to hold a country music concert at the ball complex. Glen stated he is looking at holding the concert in late September. Along with the concert, there will be a car show and kick ball tournament. Glen stated the Park Board has given

Village of Freeburg Board Meeting Minutes
Tuesday, February 21, 2012
Page 1 of 4

him the approval to hold the concert, and now he needs to know what steps he needs to take from with the Village Board. Acting Mayor Baker asked what hours we are looking at and Glen stated from 8:00 a.m. to midnight. Village Administrator Herzing stated we need more information on this function so the Chief of Police can review it to see if there would be any problems. Administrator Herzing stated we don't have a formal permit for anything like this. Glen will bring more information and details back to the board for a decision.

REPORTS AND CORRESPONDENCE: None.

RECOMMENDATIONS OF BOARDS AND COMMISSIONS: None.

CONTRACTS, RELEASE, AGREEMENTS, ANNEXATIONS: None.

BIDS: None.

RESOLUTIONS: Acting Mayor Baker stated we have Resolution No. 12-02; MFT Resolution.

Trustee Seth Speiser motioned to adopt Resolution No. 12-02 by title only and Trustee Raymond Matchett, Jr. seconded the motion. ROLL CALL: Trustee Seth Speiser - aye; Trustee Raymond Matchett, Jr. - aye; Trustee Mike Blaies - aye; Trustee Charlie Mattern - absent; Trustee Steve Smith - aye; Trustee Rita Baker - aye; (5 ayes, 0 nays, 0 abstain, 1 absent). With 5 aye votes, the motion carried.

ORDINANCES: Acting Mayor Baker stated we have Ordinance No. 1413, An Ordinance for the Village of Freeburg to Use, Occupy or Improve Certain Real Property Owned by the Freeburg Park District for Pool Renovation and Approving Acceptance of a Quit Claim Deed.

Trustee Raymond Matchett, Jr. motioned to adopt Ordinance No. 1413 as written and Trustee Steve Smith seconded the motion. ROLL CALL: Trustee Raymond Matchett, Jr. - aye; Trustee Steve Smith - aye; Trustee Mike Blaies - aye; Trustee Seth Speiser - aye; Trustee Rita Baker - aye; Trustee Charlie Mattern - absent; (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.

OLD BUSINESS: Trustee Smith stated he received a letter from IDOT last week advising we were awarded a second Safe Routes to School Grant in the amount of \$225,000 for the sidewalks along Route 15. Trustee Smith asked Dennis if the DCEO grant can be used for Elizabeth Street and Dennis stated yes, that would be acceptable.

NEW BUSINESS: None.

APPOINTMENTS: None.

COMMITTEE MEETING REPORTS

Electric Committee Meeting: Trustee Blaies called the Electric Committee meeting to order on Wednesday, February 8, 2012 at 5:30 p.m.

1. Arc Flash Study: Trustee Blaies stated the Arc Flash Study is complete.
2. Spill containment/Wiegmann: Trustee Blaies stated we are moving forward on this project.
3. Safety Training: Trustee Blaies stated there nothing new on this.
4. Digger truck/demo: Trustee Blaies stated we discussed the Altec quote.
5. Spreadsheet of agreements: Trustee Blaies stated we need to go over the Charter Pole lease agreement.
6. Poles/transformers behind grade school: Trustee Blaies stated this project will be done over the summer.

Personnel/Police Committee Meeting: Trustee Baker called the Personnel/ Police Committee meeting to order on Thursday, February 9, 2012 at 6:00 p.m.

1. Police Contract: Trustee Baker stated most of the meeting was spent in executive session. Trustee Baker stated if we are going to continue the DARE program, we need to train a new officer. Chief Woodruff would like to see Stan Ruhmann trained because Officer John Cappello who did the DARE program will be close to retirement. Trustee Baker stated Chief Woodruff said the cost will be around \$800 - \$1200.
2. Matt Moeckel accident: Trustee Baker stated we got an update on Matt who was injured. It looks like he may have to have surgery.
3. Supervisor training: Trustee Baker stated we talked about supervisor training.
4. Website: Trustee Baker stated that Trustee Charlie Mattern would like us to take a look at doing a complete make over.
5. Vacation extension request: Trustee Baker stated we have a request from Laura McGarry for a 30-day extension on her remaining 32 hours of vacation.

Trustee Steve Smith motioned to extend Laura McGarry's remaining 32 hours of vacation for an additional 30 days and Trustee Seth Speiser seconded the motion. ROLL CALL: Trustee Steve Smith - aye; Trustee Seth Speiser - aye; Trustee Rita Baker - aye; Trustee Mike Blaies - aye; Trustee Raymond Matchett, Jr. - aye; Trustee Charlie Mattern - absent; (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.

Trustee Steve Smith motioned to return life scan equipment grant of \$15,495 to the County due to budgetary reasons because we can't match it and Trustee Seth Speiser seconded the motion. ROLL CALL: Trustee Steve Smith - aye; Trustee Seth Speiser - aye; Trustee Rita Baker - aye; Trustee Mike Blaies - aye; Trustee Raymond Matchett, Jr. - aye; Trustee Charlie Mattern - absent, (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.

Public Works Committee Meeting: Trustee Mattern called the Public Works Committee meeting to order on Wednesday, February 15, 2012 at 5:30 p.m. Trustee Seth Speiser gave the report in absence of Trustee Mattern.

1. Sewer Project: Trustee Speiser said we received the letter stating we can switch the design over to go down West Street.
2. DCEO Grant for Water Towers/Shed: Trustee Speiser stated we received a letter from DCEO approving the grant's change in scope to use the funds for the sewer repair on Elizabeth Drive. Trustee Speiser stated we have received a \$100,000 grant from them.
3. East Tower Repairs: Trustee Speiser stated that John has completed the repairs on the towers, and both towers will need to be painted within the next 3 to 5 years. We need to include this in the budget.
4. Repair to Truck Box: Trustee Speiser said it would cost more to repair the water truck box than to replace it.
5. Resident reimbursement request: Trustee Speiser stated the committee voted to reimburse a homeowner \$500 because the sewer backed up in his residence 3 times, and the committee felt that this was the right thing to do. At this time, Trustee Speiser stated he would like to make a motion.

Trustee Seth Speiser motioned to pay Terry Marquardt's \$500.00 Sevpro bill and Trustee Raymond Matchett, Jr., seconded the motion. ROLL CALL: Trustee Seth Speiser - aye; Trustee Raymond Matchett, Jr., - aye; Trustee Rita Baker - aye; Trustee Mike Blaies - aye; Trustee Charlie

Mattern - absent, (5 ayes, 0 nays, 0 abstain, 1 absent). With five aye votes, the motion carried.

Public Property Committee Meeting: Trustee Matchett called the Public Property Committee meeting to order on Wednesday, February 15, 2012 at 6:30 p.m.

1. Pool: Trustee Matchett stated we are taking applications for lifeguards and will continue to do so for a few weeks. Trustee Matchett stated we will do the hiring of the managers and lifeguards at the March committee meeting. Dennis stated we do not have the permit as yet; he has a meeting with EWR this coming Friday.
2. Safety Routes to School: Trustee Matchett stated we have made some changes in the plans and Dennis met with Marsha from TWM today. They will be submitted soon.
3. Drainage Problem Areas: Trustee Matchett stated that Mr. Netemeyer has been out surveying from Monroe all the way to the water tower and shed.
4. Lobby painting: Trustee Matchett stated the committee agreed to have the lobby painted and to have a chair rail put up in the lobby and board room.
5. New Fogger machine: Trustee Matchett stated we have a couple of quotes on a new fogger machine and the committee would like to put money in the budget to purchase one.
6. Spring Clean Up: Trustee Matchett stated that the Spring Clean Up is scheduled for April 20th - 23rd.
7. 2012 ITEP: Trustee Matchett stated that we received a \$100,000 DCEO grant and the committee was asked to come up with some projects to use the money on.

UPCOMING MEETINGS:

Finance Committee Meeting - Wednesday, February 29, 2012 - 5:30 p.m.

ESDA Meeting - Wednesday, February 29, 2012 - 7:30 p.m.

Economic Development Committee Meeting - Monday, March 5, 2012 - 6:30 p.m.

Board Meeting - Monday, March 5, 2012 - 7:30 p.m.

VILLAGE BOARD AND STAFF COMMENTS:

Trustee Charlie Mattern: Absent.

Trustee Steve Smith: No, thank you.

Trustee Mike Blaies: No, thank you.

Trustee Raymond Matchett: No, thank you.

Trustee Seth Speiser: No, thank you.

Village Clerk Jerry Menard: No, thank you.

Staff Comments: None.

ADJOURN: Trustee Seth Speiser motioned to adjourn the meeting at 7:55 p.m. and Trustee Steve Smith seconded the motion. All voting aye, the motion carried.



Jerry Lynn Menard
Village Clerk



VILLAGE PRESIDENT
Ray Danford

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Rita Baker
Seth Speiser
Charlie Mattern
Ray Matchett, Jr.
Steve Smith
Mike Blaies

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

Finance Committee Meeting

(Finance/Industrial Park/Economic Development/Budget)

Smith/Speiser/Blaies

Wednesday, February 29, 2012 at 5:30 p.m.

EXHIBIT B
VILLAGE ADMINISTRATOR
Dennis Herzing

VILLAGE TREASURER
Bryan A. Vogel

PUBLIC WORKS DIRECTOR
Ronald Dintelmann

POLICE CHIEF
Melvin E. Woodruff, Jr.

VILLAGE ATTORNEY
Weilmuenster Law Group, P.C

Chairperson Steve Smith officially called the meeting of the Finance Committee to order at 5:30 p.m. on Wednesday, February 29, 2012. Those in attendance were Chairperson Steve Smith, Trustee Seth Speiser, Trustee Mike Blaies, Mayor Ray Danford, Treasurer Bryan Vogel, Village Administrator Dennis Herzing and Office Manager Julie Polson.

A. REVIEW OF BOARD LISTS: The Board Lists were reviewed by the committee. Steve questioned Kaisers and Dennis said they do small equipment work; Green Guard - that is hand sanitizer/soap and first aid supplies; Corsair Controls - alarm system repair at north power plant; Mike questioned the Association of Illinois Electric - training for Tyler Isaak;; APWA - supervisor training for John; SGS - sludge testing; Christ - cold patch; CDL fee for Jeff Mohr - reimbursed by Village.

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

C. INCOME STATEMENT: Steve questioned the property tax and Dennis said we haven't received a payment from the County in quite a while; TIF - we are getting ready to send the 4th quarter payment in the amount of \$22,000. We are over in police part-time and overtime and Dennis said we could offset those costs by sending back the \$5,000 Lifescan grant and also not purchase any in-car cameras (\$12,000). Steve doesn't want to eliminate them. Steve said the street temporary salaries are very high and Dennis said he told John we had the money, but we really didn't. We are in good shape in the water, sewer and electric departments.

D. TREASURER'S REPORT: Treasurer Vogel commented he did not see interest rates getting better anytime soon. Citizens lowered the interest rate on our money market accounts from 1.257% to 1.25%.

E. OLD BUSINESS:

1. Approval of January 31, 2012 Minutes: Trustee Seth Speiser motioned to approve the January 31, 2012 minutes and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

2. Attorney Invoices: Copies of the most recent invoices were provided. The legal fees for the police department should start decreasing since the officers ratified their contract on Monday evening. Dennis plans to have an executive session at the board meeting on Monday night regarding the union negotiations.

3. Advertisement for Industrial Park: Nothing new.

4. Purchase of Lot at Industrial Park: The ordinance was provided for the committee's review. Dennis said once the ordinance is approved, he will contact Brian to get the closing scheduled before the end of the fiscal year. We have not heard anything from the recycling firm or Star Cushion.

Trustee Seth Speiser motioned to recommend to the full Board Ordinance #1414 Authorizing the Sale of Lot 13 of the Freeburg Industrial Park be approved and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.

5. Sign at Industrial Park: We will wait towards the end of the year to see if we have any money in the budget to do this.

6. 3- to 5-year plan: Dennis has the plan and is working on it for 2012.

7. Bernardi Securities: We received an updated analysis from Edward Jones. The committee agreed this should be discussed at a Committee as a Whole meeting.

F. NEW BUSINESS:

1. IMLRMA Min-Max Status Report: Provided for the trustee's information.

2. SIMAPC Annual Contribution: The committee decided not to contribute to SIMAPC.

Dennis said Mike Genin of IMEA is aware of a consultant that could possibly help Wiegmann's through a program called IL Edge. This program offers possible tax breaks and the consultant would like to talk to Wiegmann's. Dennis has emailed Roger Skaer the information and hopes they can take advantage of the program.

Dennis said we received a request from one of the public works employees to be reimbursed for lunch while he was at training. We don't have anything in the code book that addresses this. The committee was fine with reimbursing the employee but asked that he fill out an expense sheet.

G. PUBLIC PARTICIPATION: None.

H. ADJOURN: Trustee Seth Speiser motioned to adjourn the meeting at 6:20 p.m. and Trustee Mike Blaies seconded the motion. All voting aye, the motion carried.



Julie Polson
Office Manager

ORDINANCE NO. 1414**ORDINANCE AUTHORIZING SALE OF LOT 13 OF FREEBURG INDUSTRIAL PARK**

WHEREAS 65 ILCS 5/11-74-1 et. Seq. Authorizes the Village of Freeburg to acquire and to sell certain industrial projects at a price and on such terms as determined by the Village, and

WHEREAS the Village of Freeburg has acquired certain real estate known as the Freeburg Industrial Park and has determined that it is in the best interests of the Village to sell Lot 13 of the Freeburg Industrial Park to **DENNIS J. KAISER d.b.a. PROFESSIONAL METAL WORKS** for the sum of Fifty Thousand Three Hundred (\$50,300.00) Dollars, upon the terms and conditions as set forth in the Agreement for Sale attached hereto and incorporated herewith, and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Freeburg, St. Clair County, Illinois, as follows:

1. The President and Clerk of the Village of Freeburg are hereby authorized to execute the Agreement For Sale attached hereto providing for the sale of Lot 13 of The Freeburg Industrial Park to **DENNIS J. KAISER d.b.a. PROFESSIONAL METAL WORKS** for the sum of Fifty Thousand Three Hundred (\$50,300.00) Dollars, upon the terms and conditions as set forth in said Agreement.
2. The President and Clerk of the Village of Freeburg are further authorized to execute and deliver any deeds, closing statements, or other documents necessary to complete this transaction.
3. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Village Board of the Village of Freeburg, St. Clair County, Illinois, this _____ day of _____, 2012, and deposited and filed in the Office of the Village Clerk on said date.

AYE _____	NAY _____	ABSENT _____
AYE _____	NAY _____	ABSENT _____
AYE _____	NAY _____	ABSENT _____
AYE _____	NAY _____	ABSENT _____
AYE _____	NAY _____	ABSENT _____
AYE _____	NAY _____	ABSENT _____

Vote recorded by:

Jerry Menard, Village Clerk

Approved by the Village President of the Village of Freeburg, St. Clair County, Illinois, this _____ day of _____, 2012.

Raymond Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approved as to Legal Form:

Village Attorney

AGREEMENT FOR SALE

This Agreement is entered into this ____ day of _____, 2012, by and between **THE VILLAGE OF FREEBURG**, 14 Southgate Center, Freeburg, Illinois 62243, **SELLER**, and **DENNIS J. KAISER d.b.a. PROFESSIONAL METAL WORKS, 9 INDUSTRIAL DRIVE, FREEBURG, IL 62443, BUYER**.

Seller hereby agrees to sell and the Buyer hereby agrees to buy the following described real property, to-wit;

Lot 13 of the "Amended Final Plat of Freeburg Industrial Park – 1st Addition Being Part of the East ½ of the Northeast ¼ of Section 31 Township 1 South Range 7 West of the Third P.M., in the Village of Freeburg, St. Clair County, Illinois"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in book of Plats 102 on page 4 as Document No. A01702706.

Subject to easements, conditions and restrictions of record.

Common Address: 13 Industrial Drive, Freeburg, IL 62243

PURCHASE PRICE: The above described property is this date sold by the Seller to the Buyer for the sum of \$50,300.00.

CLOSING: The closing date shall be on or before forty-five (45) days from the date of the contract.

POSSESSION: The Seller agrees to deliver possession of the premises to the Buyers upon closing.

TAXES: The real estate taxes shall be prorated to the date of closing based upon the most recent tax bill.

TITLE INSURANCE: Seller agrees to give to Buyers title insurance on said property in the full amount of the selling price on or before thirty (30) days from the date of this contract. After the title report has been received and delivered to Buyers, Buyers shall have ten (10) days in which to give the Seller written notice of any objection to said title report; the Seller shall have

ten (10) days after said notice to remove said objections. If Seller cannot remove objections, contract shall terminate.

EXPENSES: Seller shall pay the usual Seller's expenses, including title company premium for preliminary title report, recording of release documents, and one-half of the title company's escrow closing costs. Buyers shall pay the usual Buyers' expenses, including deed recording fee and mortgage recording fee, title company later date search, premium for mortgage insurance policy and one-half of the title company's escrow closing costs.

AS IS CONDITION: Buyers have had ample opportunity to examine the premises and accepts the premises "AS IS". Seller makes no warranties or guarantees, express or implied, concerning the condition of this property including any warranty of habitability.

USE: Buyer shall use the subject premises for the expansion of the Professional Metal Works facility currently located on the adjacent Lot 14 (Common Address – 9 Industrial Drive) of the Freeburg Industrial Park. Construction shall be commenced within 36 months of the closing of this transaction, unless an extension is requested by Buyer and granted by Seller, or the subject premises shall revert to the Seller and the Buyer's purchase money, less the expenses incurred by Seller as referenced above shall be returned to the Buyer upon receipt of an executed deed from Buyer conveying the property to Seller. Prior to construction of the expansion, the property may not be sold or transferred to any other person or entity for any other purpose without the express written authorization of the corporate authorities of the Village of Freeburg. Buyer represents and warrants that Buyer intends to construct a building and/or other improvements, such as expanded staging yard areas, necessary to expand its current operations and that the property is not being purchased to hold for speculative purposes.

WATER RETENTION: Buyer shall be responsible for compliance with all local, state and federal rules and regulations relating to water run-off retention.

MOWING PRIOR TO DEVELOPMENT: Seller hereby agrees to mow the property at such times and in a similar manner as it mows other vacant lots within the industrial park after the closing of this transaction. Buyer shall be responsible for compensating Seller in the amount of \$75.00 per mowing. Seller's obligation to provide such mowing services shall cease upon development of the property by Buyer.

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

SELLERS

BUYERS

Village of Freeburg

DENNIS J. KAISER d.b.a.
PROFESSIONAL METAL WORKS

Village President

Dennis J. Kaiser 2/21/12
Dennis J. Kaiser
2-21-12

Village Clerk

RETURN TO:
VILLAGE OF FREEBURG
14 SOUTHGATE CENTER
FREEBURG, ILLINOIS 62243
(618) 539-5545

ORDINANCE NO. 1415

**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 AN AGREEMENT BETWEEN THE VILLAGE OF
FREEBURG, ILLINOIS AND THE POLICEMEN'S BENEVOLENT LABOR
COMMITTEE**

WHEREAS, the Policemen's Benevolent Labor Committee is the authorized bargaining representative for certain police officers employed by the Village of Freeburg and;

WHEREAS, the duly authorized representatives of the Village of Freeburg in good faith have negotiated a four year collective bargaining agreement ("Agreement") with the Policemen's Benevolent Labor Committee, and;

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

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

WHEREAS, The Illinois Municipal Code (65 ILCS 5/8-1-7(d)) gives municipalities the power to enter into multi-year collective bargaining agreements with exclusive representatives under the provisions of the Illinois Public Labor Relations Act.

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 Policemen's Benevolent Labor Committee, in substantially the form of the copy of said agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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

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

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

PASSED by the Board of Trustees and approved by the Mayor this 5th day of March, 2012.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2012.

VILLAGE OF FREEBURG, ILLINOIS

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

COLLECTIVE BARGAINING AGREEMENT

between

THE VILLAGE OF FREEBURG, ILLINOIS

and the

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

APRIL 1, 2010 TO MARCH 31, 2014

COLLECTIVE BARGAINING AGREEMENT
Between
THE VILLAGE OF FREEBURG, ILLINOIS
and the
POLICEMEN'S BENEVOLENT LABOR COMMITTEE

PREAMBLE

This Agreement is entered into by and between the Village of Freeburg, Illinois (herein referred to as the "EMPLOYER") and the Policemen's Benevolent Labor Committee (hereinafter 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 operation of the Village of Freeburg Police Department.

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

ARTICLE 1

RECOGNITION

Section 1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing rates of pay, wages, hours of employment, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all full-time patrol/police officers of the rank of Sergeant and below employed by the Village of Freeburg, Illinois.

All other positions shall be EXCLUDED from the above-described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; as amended.

The use of the masculine pronoun in this Agreement is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.01 The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law. The Employer reserves the right to direct, manage and control the affairs of the Employer and its employees, except to the extent that this Agreement expressly provides to the contrary and may exercise them without prior consulting with the Union.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Police 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 officers of the Police Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers provided, however, Employer shall not use transfer as a form of punishment;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause;
- g. To make, add, delete, alter, and enforce procedures, rules and regulations subject to the terms of this agreement;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services provided that such subcontracting does not cause layoff or reduction of work hours for bargaining unit employees.

The Employer has the sole authority to determine the purpose and mission of the Employer's Police Department and the amount of budget to be adopted thereto. Should the Employer fail to exercise any of its rights, or exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way in the future. This Article, and any of the provisions in this Agreement relating to Management Rights is solely intended to

supplement the rights of management as set forth in the Illinois Compiled Statutes and their inclusion does not constitute bargaining about any of the rights protected by the Illinois Compiled Statutes and is not a waiver of the Village's right to refuse to bargain any or all of the rights contained therein.

Section 2.02 - Other Employment

Secondary employment may be granted by the Chief subject to the following:

- 1) The officer will not wear the Department uniform or represent the Department in any way.
- 2) The officer will not exercise general police powers.
- 3) The officer will not work in any establishment or engage in outside employment which would create a conflict of interest, an impression of impropriety or bring discredit to the Department. Examples of such establishments/employment include, but are not limited to: establishments/employment which involved (1) the sale of alcohol as the primary business; (2) the sale or purveying of pornographic materials; (3) gun sales as the primary business; or (4) topless and/or nude dancers.
- 4) The officer will not use City resources, time or equipment.
- 5) The officer may work as a security officer, guard or on a security detail for a secondary employer if the secondary employer signs an indemnification agreement agreeing to indemnify the City for the cost and attorney fees incurred defending any employment-related litigation and/or damages, including workers' compensation, resulting from such secondary employment.

Should the Employer reasonably determine that an officer's outside employment does not conform to the requirements set forth in this Section, the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation to the order.

Section 2.03 - Civil-Emergency Conditions If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the

protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3

NO STRIKE

Section 3.01 - No-Strike Commitment During the term of this Agreement, neither the Union nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations In the event of action prohibited by Section 3.01 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Union Liability Upon the failure of the Union to comply with the provisions of Section 3.02 above, any agent or official of the Union who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discipline including but not limited to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4
NONDISCRIMINATION

Section 4.01 Neither the Employer nor the Union shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 5.01 - Definition A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Union on behalf of the officer(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 express provision of this Agreement. The Union may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms and meaning of this Agreement. In such instances, the employee shall explain orally the situation and problem to the Chief of Police. The Chief of Police will reach a decision and communicate it orally to the employee within five (5) workdays after being informed of the situation giving rise to the grievance.

Section 5.02 - General Rules

1. 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.
2. 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 made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.

4. In the event of a complaint which may give rise to a grievance, the employee shall first complete his assigned work task and complain later.
5. When a grievance is filed, it shall name the officer(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 officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected or union representative.
6. 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 by the parties to establish the meaning, interpretation or application of the agreement.

Section 5.03 - Procedure for Filing Grievances A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Chief of Police The grievance shall be filed with the Chief of Police within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. The Chief of Police shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Village Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with the Village Administrator. The appeal shall be filed within five (5) business days after receipt of the Step-1 response, or within five (5) business days after the Step-1 response was due.

Upon receipt of the properly filed written appeal, the Village Administrator or the administrator's designee shall meet with the officer to review the grievance. The Village Administrator may hold an informal conference with the grievant to obtain additional information. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Mediation If the grievance is not satisfactorily resolved at Step 2, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Administrator's Step-2 response, or within fifteen (15) business days after the Step-2 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance in Freeburg, Illinois.

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 a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Union and the Employer from entering into any settlement that

would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

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, a transcript for the arbitrator and the court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

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 agreed to, within ten (10) business days after the Step-3 response, or within ten (10) business days after the Step-3 response was due, that the grievance be submitted to binding arbitration. The request by the party must be made within ten (10) business days of completion of the last appropriate step. In the event a party requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

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, a transcript for the arbitrator and the court reporter, if any. Unless otherwise agreed, the hearing shall be held in Freeburg, Illinois. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority 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 the question of fact as to 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 have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his or her decision in writing 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. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Union representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day after the date of the occurrence giving rise to the grievance. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the Village Hall is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays, Saturdays and Sundays, as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure Any officer who uses this procedure waives all other review procedures that the officer or the Union may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure

waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Union agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing Reasonable time while on duty shall be permitted a Union Representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation Employer and Union shall at their election have the right to have a representative participate at any step of the grievance procedure.

ARTICLE 6

HOURS AND OVERTIME

Section 6.01 – Work Period The Employer and the Union agree that the Employer shall retain the right to establish the scheduled work period which will consist of eighty hours in a fourteen (14) day period Monday through Sunday. The work day shall be defined as no more than twelve (12) consecutive hours of work in any twenty-four (24) hour period.

The normal work period for officers covered by this Agreement shall be defined as Monday through Sunday beginning at 12:01 a.m. on a Monday and ending at 12:00 a.m. the second Sunday thereafter. The normal work period shall consist of eighty (80) scheduled work hours.

Overtime compensation shall be given for all hours in excess of the eighty (80) hours of work in the fourteen day work period, in accordance with the Fair Labor Standards Act.

Nothing contained herein shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any form for time not worked except as specifically provided herein.

Section 6.02 – Overtime Officers covered by this Agreement shall be compensated at the premium-

compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of eighty (80) hours time actually worked in a fourteen (14) day work period. The Employer has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however vacation leave shall be included in computing the time worked in a work period for the purpose of overtime payment. Straight-time hourly rate means the base salary paid to an employee divided by 2080 hours.

Section 6.03 - Compensatory Time Management reserves the right to grant compensatory time in lieu of overtime compensation. Management also reserves the right to buy out compensatory time.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be two hundred and forty (240) hours.

Section 6.04 - Premium Compensation For the purposes of this Agreement, "premium compensation" is defined as a rate of compensation in excess of an employee's regular straight-time hourly rate. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement, and shall be based on hours actually worked. There shall be no pyramiding of straight-time or premium compensation. "No pyramiding of compensation" means that compensation shall not be paid more than once for the same hours under any provision of this Agreement. Hours compensated under one rate of compensation shall not be compensated under any other rate of compensation.

Section 6.05 - Use of Compensatory Time Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. If any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated

compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 – Call Back/Call Out A call back is defined as a request by the Employer to report for work or meetings at a time other than the employee's normally scheduled shift. Employees reporting at the time and place specified by the employer shall be paid a minimum of two (2) hours work at one and one-half the straight time hourly rate.

Section 6.07 Court Time Employees covered by this Agreement required to attend court or a deposition outside their regularly scheduled work hours for criminal cases or civil cases in which the city is a party shall be paid at a minimum of two (2) hours work at one and one-half the straight time hourly rate.

ARTICLE 7

SENIORITY

Section 7.01 - Definition of Seniority Seniority shall, for the purpose of this Agreement be defined as an officer's length of continuous service within the Employee's Police Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence or any other breaks in continuous service excluding absences caused by duty related injuries..

Section 7.02 - Computation of Seniority The computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated and the officer returns to the Department's active service, the officer shall be entitled

to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority Seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within seven (7) calendar days after receiving the notice of recall. The Department may at its discretion grant additional time to return to work, or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her from returning to the Employer's reasonable satisfaction, or
- f. is absent without notifying the Department in accordance with Employer's procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Employer's reasonable satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Chief of Police. If an officer does not file an objection, the list shall stand approved as posted.

Section 7.05 - Layoffs Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority: that is, the person with the least seniority shall be the first to be laid off. Any officer being laid off will receive a written notice at least thirty (30) working days prior to its

effective date. Probationary employees, temporary employees and part-time employees shall be laid off first. Any employee who has been laid off shall be placed on a recall list and may be recalled, on the basis of seniority as deemed necessary by the Employer in Employer's sole discretion. The recall list shall be maintained by the Employer for one (1) year from the date of a layoff. Upon expiration of the recall list, the Employer has no obligation to recall any person who was laid off. Employer will utilize the recall list prior to seeking any outside applicants.

ARTICLE 8

HOLIDAYS

Section 8.01 - Number of Holidays The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Independence Day
Labor Day	Christmas Eve Day
Veteran's Day	Christmas Day
Thanksgiving Day	Floating Holiday
Thanksgiving Friday	President's Day
Memorial Day	Employee's Birthday
Good Friday	Martin Luther King Day

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 - Holiday Pay Credit

A. Worked Holiday An eligible officer scheduled to work on an observed holiday shall be paid in the following manner:

1. Straight-time pay for the full day which shall be either 8 hours or 12 hours depending on the officer's normally scheduled shift for that day,
2. Holiday pay at the rate of 1 ½ times the officer's normal hourly rate for all hours actually worked.

Any eligible officer who is called in from a previously approved day off to work on a holiday shall receive compensatory time equivalent to the amount of time actually worked on the holiday in addition to the holiday pay set forth above.

B. Unworked Holiday An eligible officer who is not scheduled to work on an observed

holiday will be compensated at the regular straight-time rate for ten (10) hours.

C. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with 72 or more hours advance notice of the holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc).

Section 8.03 - Eligibility In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday, unless the officer 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 officer provides the Employer with a doctor's note verifying an inability to work due to illness or injury. The use of pre-approved compensatory time off before and after the holiday shall not affect eligibility.

Section 8.04 - Holiday During Prior Approved Leave In the event a holiday occurs when an officer is on prior approved leave, such holiday shall be credited to the officer at the regular straight-time rate for ten (10) hours.

ARTICLE 9

VACATION

Section 9.01 - Eligibility All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one 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 employees' length of services and on the time worked during 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 unless otherwise agreed to by the Employer.

No officer 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-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer 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 officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual Eligible officers shall earn vacation time in accordance with the following schedule:

- a. Each employee with one (1) year of active service completed from the date of hire: forty (40) hours per year;
- b. Each employee with two (2) years of accredited service but less than nine (9) years of accredited service from the time of his employment: eighty (80) hours per year;
- c. Each employee with nine (9) or more years of accredited service from the time of his employment but less than eighteen (18) years of accredited services from the time of his employment: one hundred twenty (120) hours per year.
- d. Each employee with at least eighteen (18) years of accredited services from the date of hire: one hundred sixty (160) hours per year. For each additional year of accredited service over eighteen (18) years: eight (8) additional hours with a maximum total of two hundred forty (240) hours per year.

Section 9.03 - Vacation Scheduling On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for the Police Department. Officers shall select vacation leave to be taken during the upcoming calendar year. All vacation requests are subject to approval of the Police Chief. The number of officers permitted off duty at any time shall be determined by the Police Chief. During the first thirty (30) calendar days the sign-up sheet is posted, seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular period of leave. After said 30-day

period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular period for vacation leave.

Section 9.04 - Miscellaneous

- (a) Vacation time shall not be taken in advance of actually earning it.
- (b) Vacation pay for employees shall consist of the Employee's regular rate of pay for the vacation period and will be on its regularly scheduled payday.
- (c) If a paid holiday falls within an Employee's vacation period, an additional day of vacation shall be granted. This additional time may be taken at the beginning or end of the Employee's vacation period or at other times during the vacation year subject to the Chief of Police or his designee's approval. No allowance will be made for sickness or other compensable type of absence occurring during a scheduled vacation period.
- (d) In the event an Employee is called back from vacation because of a Village emergency, the Employee shall be paid vacation time plus time and one-half for the hours worked while on a scheduled vacation.

ARTICLE 10

SICK LEAVE

Section 10.01 - Amount All regular, full-time officers shall receive twelve (12) sick days per calendar year. Sick leave shall accumulate at the rate of (1 day per month). A "day" means the employees regularly scheduled workday. Sick leave may be used for illness, non-duty-related disability or injury of the officer.

Section 10.02 - Carry-Over All regular full-time officers shall be able to carry over from one year to another a maximum of two hundred forty (240) accumulated sick-leave days.

Section 10.03 - Posting The amount of sick leave accumulated by each officer shall be posted by the Employer annually on a bulletin board provided by the Employer.

Section 10.04 - Notification Officers shall notify their immediate supervisor, or designate, at least

two (2) hours prior to the officer's work shift, if the officer is taking sick time or as soon as practicable in the event the officer is unable to give two hours notice. The officer shall also state the nature of the illness or injury, the location of confinement and the telephone number where he/she can be reached. Officers must also report if the scheduled tour of duty is immediately before or after a scheduled day off, and whether the absence is claimed to be from a previous injury sustained while on duty. Failure to notify the immediate supervisor, or designee, will result in the day off without pay. Officers must provide notice of their inability to work on a daily basis.

Any officer absent in excess of two (2) full time working days because of illness or any absence due to an injury whether job related or not job related, shall furnish his attending physician's certification that absence from work was required and shall furnish his attending physician's approval to return to work.

Section 10.05 - Ill at Work Officers becoming ill at work shall immediately notify their duty supervisor or the Chief of Police. The duty supervisor or Chief of Police may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician Upon reasonable suspicion of sick leave abuse, written physician's statements may be required from all officers for use of sick leave if requested by the Chief of Police or, in his absence, the immediate supervisor or other designee of the Chief of Police.

Section 10.07 - Light Duty Officers that are off duty due to a non-duty related illness are eligible for light duty at the Employer's sole discretion. An officer with permission of the Chief of Police, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended - Illness/Recovery With No Accumulated Sick Time If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Chief of Police for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance, and is subject to the approval of the Chief of Police. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer at the Employer's cost.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery. Officers that are off duty due to an illness, injury or other circumstance for a period of eighteen months or more shall have all benefits terminated and the Employer shall have no obligation to continue paying benefit premiums.

Section 10.09 - On-Duty Injury Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Report of the circumstances surrounding the injury with the Chief of Police.

Section 10.10 - Sick Leave Taken in Excess of That Accumulated If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the

Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave excess of that accumulated by him/her shall depend only upon whether or not the Employer has posted accrued sick leave time for each officer on their paycheck. When the Employer has met its obligation to post said leave, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

ARTICLE 11

LEAVE OF ABSENCE

Section 11.01 The Employer may grant a leave of absence without pay to officers for period not to exceed six (6) months, and such leaves may be extended for good cause for additional six (6) month period with the approval of the Employer. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave. The Chief of Police must obtain the approval of the Board of Trustees prior to granting an unpaid leave of absence.

Section 11.02 During a leave of absence and subject to the provisions of the Public Employee Disability Act, 5 ILCS 345/1, no vacation, sick leave, holiday or other benefits shall accrue. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Employer may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves In the event of the death of a member of the employee's immediate family (father, father-in-law, stepfather, mother, mother-in-law, stepmother, brother, sister, husband, wife, son, son-in-law, daughter, daughter-in-law, stepchildren, foster children or foster parent) a leave of absence will be granted to the employee with pay from the day of death through the day of

the funeral provided the Employee attends the funeral and if requested furnishes proof of attendance, but at no time will this be more than three (3) days. The rate of pay shall be the base rate. The Employee shall be granted a one (1) day leave of absence with pay for the death of a grandparent or an employee's spouse's grandparent.

Section 11.04 – Jury Duty Leave Employees required to serve jury duty will receive their regular pay minus the amount of money earned while serving on such jury duty. The amount paid by the Village shall be determined by the Village Administrator. Employees must provide proof of compensation for jury duty to the Village Administrator.

Section 11.05 - Personal Day Each full-time officer of the Police Department shall receive one (1) personal day per year provided the employee has not taken more than three sick days during the preceding year. Personal days cannot be carried over from one year to the next.

Section 11.06 – Militia Leave Except as otherwise provided herein, any employee covered by the terms of this Agreement who is a member or if he becomes a member of the reserve force of the Armed Forces of the United States, of the State of Illinois, and he is ordered or is required by the appropriate authorities or reserve duty status to attend training programs, reserve duty, recalled to active duty, or perform assigned duties, shall be granted a leave of absence without loss of pay (determined as the difference between military pay and the employee's regular pay) for the period of activity and shall suffer no loss of seniority rights.

ARTICLE 12

WAGE RATES

Section 12.01 – Base Wage Rates The base schedule for all employees covered by this Agreement shall be as follows:

The following revisions to the salary schedule are agreed to:

1.0% pay raise effective April 1, 2010

2.0% pay raise effective April 1, 2011

3.0% pay raise effective April 1, 2012

Reopener solely on wage increases effective April 1, 2013

For the term of this contract, the sergeant's salary shall be set at \$3,000 per year above the annual salary for Patrolmen. Based on the above, the following salary schedule is agreed to:

	Probationary	\$38,542.98
2010-2011	Patrolman	\$43,290.79
	Sergeant	\$46,290.79
	Probationary	\$39,313.84
2011-2012	Patrolman	\$44,156.61
	Sergeant	\$47,156.61
	Probationary	\$40,493.25
2012-2013	Patrolman	\$45,481.30
	Sergeant	\$48,481.30

Reopener solely on the
2013-2014 issue of wage increases.

- Probationary employment shall be six (6) months.

Section 12.02 Longevity Pay In addition to the base wages set forth in Section 12.01 longevity pay shall be paid to those employees qualified for the same on the basis of years of continuance employment, including an employee's probationary period. Longevity pay will be based upon the employee's start date. Longevity pay will be paid on a prorated basis with the total amount of longevity pay earned divided by the number of pay periods in the calendar year and the quotient added to each qualified employee's paycheck for that year.

Longevity Pay Schedule

<u>After Completion of Years</u>	<u>Amount</u>
5-9	\$ 800
10-14	\$ 1,300
15-20	\$ 1,800

Section 12.03 - Education Incentive Officers covered by this Agreement shall receive incentive pay for advanced degrees which have been awarded to an officer, and reported by the officer to the Chief of Police, by January 1st of each, year, according to the following schedule:

Associate's Degree:	\$300/yr
Bachelor's Degree:	\$400/yr
Master's Degree:	\$550/yr

These degrees must be in a law-enforcement-related field and must be approved by the Chief of Police in order for education incentive pay to be awarded which approval shall not be unreasonably withheld.

Education incentive pay will be paid on a prorated basis, with the total amount of education incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.04 - Tuition Reimbursement

The Employer shall pay the cost of tuition on a prorated basis for accredited law enforcement courses, provided the officer receives at least a "C" or better, and further provided the course is required in the pursuit of an Associate's, Bachelor's or Master's Degree in law enforcement or a law enforcement related field. The following shall also apply:

- (a) The reimbursement shall be prorated as follows:

<u>Grade</u>	<u>Reimbursement Percentage</u>
A	100%
B	90%

C	70%
D-F	0%

(b) No reimbursement will be made in cases where any Federal, State or local agency or subdivision underwrites the cost.

(c) Enrollment in Associate's Degree Programs shall be limited to Belleville Area College, a/k/a Southwestern Illinois College, unless otherwise authorized by the Chief of Police in advance such authorization shall not be unreasonably withheld.

(d) Reimbursement shall be made at the end of the semester and the receipt of final grades in which the costs are incurred, provided the officer is still in the employ of the Village of Freeburg.

(e) The employee shall be responsible for repayment of educational or training course benefits reimbursements if he leaves the Village either voluntarily or involuntarily within 3 years of receipt of the benefits. Repayment shall be prorated at 100% (1st year), 75% (2nd year) and 50% (3rd year).

ARTICLE 13

CLOTHING AND EQUIPMENT/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances All employees covered by this Agreement shall receive a yearly clothing-maintenance allowance of Six Hundred and Fifty dollars (\$650.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Chief of Police or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms except for the first year.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

Clothing or clothing-maintenance allowance will be paid as costs are incurred and submitted for approval to the Chief of Police. The Employer shall provide an initial issue of required clothing and equipment as set forth herein in lieu of the clothing and equipment allowance for the first year. The clothing and equipment allowance does not accumulate and any balance of the clothing and

equipment allowance shall not be carried over to the next year.

Section 13.02 - Equipment Replacement The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person or is performing inspections or investigations. Incident is to be documented with immediate supervisor. In no event is the Employer required to pay more than \$500 per incident.

Section 13.03 – Uniform Issuance All employees shall be supplied with the items of clothing and accessories listed herein.

One Pair Work Boots or Shoes	One Protective Vest w/Carrier
One Raincoat	Two Sets of Handcuffs
One Holster	One Double Magazine Pouch
Ammunition	Two Handcuff Holders or One Double
Three 511 short sleeve shirts	Three Wind Shirts/or Sweaters
Three Pairs Pants (511 Tactical)	Five Mock Turtleneck
One Winter Coat	Two Nameplates
One Pair Pants (Class A)	One Long Sleeve Shirt (Class A)
One Duty Belt	One Underbelt
Beltkeepers as needed	One Tie
One Ball Cap	Two Badges
Flashlight Holder	Badge ID Case
Hat w/Badge & Cover	One Radio Holder
One Wind Breaker	One Taser Holster
Reflective Vest	ASP Straight Baton

Section 13.04 - Ballistic Vests The Employer shall provide one (1) ballistic vest to each employee. Employees are required to wear a ballistic vest during on duty hours. Ballistic vests shall be replaced per the manufacturer's recommendations. The Employer shall be responsible for the cost of replacing a ballistic vest issued to an employee unless the employee willfully caused damage to the vest.

ARTICLE 14

HEALTH WELFARE AND RETIREMENT PLANS

Section 14.01 – 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 14.02 – 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 14.03 – Increase of Health Plan Costs

If the annual average per employee cost of the Village Health Plan increases after the execution of this contract, then the Employer may require each employee to pay up to fifty

percent (50%) of the average per employee increase over the previous year. 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 of the less expensive of those two (2) plans.

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

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

Section 14.04 – Life Insurance

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

Section 14.05 – Retirement Fund

The Employer and Employee shall participate in the Illinois Municipal Retirement Fund (IMRF) System and shall contribute their respective portions to the employee retirement plan as calculated each year by the IMRF. The Employee provides permission for the Employer to deduct portions calculated by the IMRF as a direct payroll deduction. In the event participation in IMRF is terminated as a result of an increase in population, the parties shall participate in any statutorily required pension plan under terms mutually agreed to.

ARTICLE 15

TESTING

Section 15.01 – Psychological Testing An employee may only be required to submit to psychological testing when there is just cause to believe that an officer suffers from a psychological condition that interferes with the proper performance of the essential functions of his official duties. Further, the employee shall be considered a "recipient" within the meaning of Illinois statutes and such testing, whenever conducted by a psychologist or psychiatrist, shall be considered to be the practice of clinical psychology within the meaning of these statutes.

If the testing results in a recommendation that the employee is unfit to perform his regular and normal duties, then the employer shall to the extent possible make reasonable accommodations to allow the employee to maintain his/her then current work status, without loss of pay or other economic benefits. In the event such a reasonable accommodation does not exist, the employee shall be suspended from duty without pay but without loss of seniority rights and shall be entitled to exercise any vacation or leave benefits which exist by virtue of the Collective Bargaining Agreement or by law.

The Union may challenge the recommendation and, in such event, the Village and the Union must meet and jointly agree upon a psychologist or psychiatrist to examine and issue a report including an opinion as to the employee's ability to properly perform the essential functions of his/her official duties. Employment shall terminate if that report concludes that the employee is unable to perform the essential functions of his/her job. In the event the report concludes that the employee is able to perform the essential functions of his/her job with a reasonable accommodation, the Employer will determine whether such an accommodation exists. All firearms provided by the Employer to an employee shall be relinquished to the Police Department by an employee during any period of time in which the Chief of Police believes the employee is unfit to perform his/her regular and normal duties.

Section 15.02 – Substance Abuse Testing

A) It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effect of drugs and alcohol. The Employer has the right to expect their employees to report to work fit and able for duty.

B) Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during working hours or anywhere on City premises or job sites, including all City buildings, properties, vehicles, and the employee's personal vehicle while engaged in City business, except as required in the line of duty;
- (b) illegally selling, purchasing, or delivering any illegal drug, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal drugs during working hours;
- (d) being under the influence of illegal drugs at any time except as prescribed by a physician;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

C) Order to Submit to Testing

An employee may be required to submit to random testing as directed by Employer. Upon being ordered to submit to testing, the Employer shall provide the employee with a written notice of the order setting forth the reasons for the order to test. The employee shall be permitted a reasonable opportunity, not to exceed one hour, to consult with a representative of the Union at the time the order is given. During the one hour time period the Employer shall have the right to observe or monitor the employee at all times. Refusal to submit to such testing shall subject the employee to immediate discipline up to and including immediate discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

D) Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) insure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee

covered by the Agreement shall be permitted at any time to become part of such chain of custody.

- d) collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Chief within forty-eight (48) hours of receiving the results of the tests;
- h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein. (e.g. billings for testing that reveal the nature or number of tests administered) The Employer will not use such information in any manner or forum adverse to the employee's interest;
- i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing that an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered impaired for the purpose of this Article;
- j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- k) insure that no employee is the subject of any adverse employment action except

emergency temporary suspension with pay during the pendency of any testing procedure. Any such emergency suspension shall be immediately discontinued in the event of a negative test result.

E) Right to Contest

The Union and/or the employee, with or without the PBLC, shall have the right to file a grievance concerning any testing permitted by this Agreement contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

F) Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem so long as such treatment request occurs prior to a request for substance testing other than the Village may require, suspension or reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through appropriate agencies a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignments as described above. The Employee shall use all accumulated sick leave to participate in a rehabilitation program. Once sick leave is exhausted, the Employee may request the use of other accumulated time per Section 10.08. Once an Employee has exhausted all accumulated sick leave and other time the Employee may request a leave of absence without pay. Under no circumstances shall the leave of absence without pay exceed one hundred eighty (180) days. No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence and no seniority shall accrue as well.

G) Discipline

Use of proscribed drugs at any time by an employee or a finding that an employee is under the influence of illegal drugs or alcohol during working hours shall be cause for discipline, including

termination, subject to the grievance procedure. While all such disciplinary issues may be subject to the grievance procedure, all other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to take a test, whether a proper chain of custody has been maintained, etc.) may also be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and for whom it has been deemed appropriately should undergo treatment instead of or in addition to some disciplinary action, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any additional disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

- a) the employee agrees to appropriate treatment as determined by the physician(s) involved;
- b) the employee permanently discontinues his use of illegal drugs or abuse of alcohol;
- c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to three months;

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct. The Employer shall determine whether an unpaid leave of absence is appropriate as well as its duration.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

ARTICLE 16

GENERAL PROVISIONS

Section 16.01 - Union Visits Upon prior permission of the Chief of Police, authorized representatives of the national or state Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 16.02 – Attendance at Union Meetings Subject to prior approval by the Chief of Police, the Employer agrees to permit elected officials of the Union reasonable time off without pay to attend general, board or special meetings of the Union, provided that at least forty-eight (48) hours notice of such meetings shall be given in writing to the Chief of Police, and provided further that the names of all such officials shall be certified in writing to the Employer. Such leave shall not exceed 2 hours per quarter-year for any employee.

Section 16.03 – Union Negotiating Team Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without pay. The Union negotiating team may consist of two (2) officers and one or more union representatives.

Section 16.04 – Review of Records Upon prior written approval of the Chief of Police, the Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.05 - Bulletin Boards The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. Bulletin boards shall not mean any outside message boards.

Section 16.06 - Definitions For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

Section 16.07 – Backstoppers The Employer will continue to donate to the Back Stoppers organization on the same basis that it is currently donating to the Back Stoppers organization which amount is \$150.00 per officer and this amount shall not exceed \$200.00 per officer during the term of this Agreement.

Section 16.08 – K-9 Officer The officer assigned to the K-9 Unit shall be assigned to the shift schedule based upon department needs as determined by the Chief of Police. The Village reserves the right to terminate the K-9 program at any time in its sole discretion.

The Village shall provide the following to the K-9 Officer, subject to the availability of donated funds to pay the costs and expenses associated with the K-9 program:

- a. All veterinary care for the dog owned by the Village of Freeburg and assigned to the K-9 Officer.
- b. Necessary grooming supplies.
- c. Appropriate food supplies.
- d. While the K-9 Officer is out of town on vacation or other time off, the Village shall have the option to either assign the K-9 to another officer (Temporary K-9 Officer) or to arrange for kenneling with the Village to pay for any kenneling costs incurred.
- e. Necessary training equipment.
- f. Approved training and socialization.

The Village shall be entitled to appropriate documentation and/or invoices for K-9 related expenses.

The grooming, care and feeding of the animal and kennel maintenance are compensated activities.

The K-9 Officer will be compensated for thirty (30) minutes per day for these activities. The K-9 Officer shall not be compensated for these activities on days that the K-9 is assigned to a Temporary K-9 Officer or kenneled at Village expense under subsection (d) above. If the Village assigns the K-9 to a Temporary K-9 Officer, the Temporary K-9 Officer shall be compensated for thirty (30) minutes per day for these activities.

In the event that the K-9 dog is no longer serviceable, the Village agrees to transfer ownership of the dog to the K-9 Officer. Upon transfer of ownership, the Village shall no longer be required to pay any compensation, costs or expenses provided for under this section and the K-9 Officer shall be responsible for all expenses and liability arising from the ownership of the dog after the date of transfer.

ARTICLE 17

OFFICERS RIGHTS

Section 17.01 - Internal Investigation: The Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

Section 17.02 - Personnel Files An official personnel file for each officer shall be maintained by the Employer at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files upon written request to the Employer. Officers may also copy any part of the information found in the personnel file. With an employee's written authorization, a Union representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Chief of Police.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by the Chief of Police or his designee) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal

become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification The Employer shall hold officers harmless from payment for damages or monies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

The Employer's obligation under this Section shall not apply if the officer acted outside the scope of his/her employment, engaged in willful misconduct or engaged in criminal misconduct.

ARTICLE 18

SAVINGS PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - 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 provision.

ARTICLE 19

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 20

DISCIPLINE AND DISCHARGE

Discipline in the department shall be progressive and corrective in cases of remediable offense and shall be designed to improve behavior and not merely punish it, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employer shall provide a copy of the written complaint or statement of the complainant to the Employer.

No inquiry, formal or informal, interrogation or investigation of any employee will be conducted without a written complaint having been filed which sets forth the name and address of the complainant, the factual basis of the complaint and/or wrong doing, and the names and addresses of any witness, if any.

ARTICLE 21

LABOR-MANAGEMENT CONFERENCES

Section 21.01 - Advance Request The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and representatives of the Employer. Such meetings may be requested at least seven (7) days in advance, by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

Section 21.02 - 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 conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 22

RESIDENCY

Section 22.01 - Residency Requirement Employees shall maintain their place of residence within six (6) miles of the Unit #77 School District except that no employee shall reside within the city limits of the City of Belleville, Illinois.

ARTICLE 23

DURATION

Section 23.01 - Term of Agreement This Agreement shall be effective from **April 1, 2010**, and shall remain in full force and effect for a term of four (4) years terminating on **March 31, 2014**. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) nor later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 23.02 - Continuing Effect Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 23.03 - Notifications by Certified Mail All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 23.04 - Impasse Resolution The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended.

ARTICLE 24

DUES DEDUCTION AND FAIR SHARE

Section 24.01 – Dues Deduction Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Policeman's Benevolent Labor Committee at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 24.02 – Dues With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Policeman's Benevolent Labor Committee by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

Section 24.03 – 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.

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,

subject only to the following:

- (1) Union has certified to Employer that the affected employee has been delinquent in obligation;
- (2) Union has certified to Employer that the affected employee has notified in writing of the obligation and the requirement for each provision of this Article and that the employee has failed or refused to satisfy his obligation.
- (3) Union has certified that the affected employee does not adhere to established tenets or teachings of a bona fide religion, body or sect that has a conscientious objection to joining or financially supporting organizations or associations.
- (4) Union certifies to Employer that it will indemnify, defend and hold harmless the Employer pursuant to the provisions of this Article.

Section 24.04 – Religious/Conscientious Objections Any employee who is a member of or adheres to established tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially support organizations or associations shall not be required to join or financially support the Union as a condition of employment provided that it is understood that any such employee holding conscientious objections pursuant to this provision who requests this organization to use the grievance/arbitration procedures on his/her behalf may be charged for the reasonable costs of using such procedure. Any such employee shall notify the Employer and the Union of his/her objection and the basis for objection. The employee may be required by the parties to supply additional information to support his/her objection.

Any employee who has good faith religious/conscientious objection must, however, pay an amount equal to the agency fees to one of the following charities:

Hospice of Southern Illinois

United Way

YMCA

Salvation Army

Any employee failing to comply with the provisions of this Section shall be subject to the same provisions as in Section 24.03.

Section 24.05 – Indemnity

The Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article and the Union hereby indemnifies, defends and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article. In the event a claim is made against the Employer arising out of any provision of this Article, the Employer shall select the attorney to defend the Employer.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

Mayor, Village of Freeburg, Illinois

President

Chief Negotiator for Employer

Secretary

Attest (Seal)

Policemen's Benevolent & Labor Committee

Negotiator
Policemen's Benevolent & Labor Committee

Negotiator
Policemen's Benevolent & Labor Committee

POLICEMENS'S BENEVOLENT AND PROTECTIVE ASSOCIATION
LABOR COMMITTEE
OFFICIAL DUES DEDUCTION FORM
SPRINGFIELD, IL 62704

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Policemen's Benevolent and Protective Association, Labor Committee. Said dues to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent and Protective Association, Labor Committee, at 435 West Washington, Springfield, Illinois 62704. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining, contract administration, and legal defense.

Signed: _____

Date: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please check one:

Full Membership @ \$ _____ per month

Fair Share Membership @ \$ _____ per month

Please remit all dues deductions to:

**Policemen's Benevolent and Protective Association
Labor Committee
435 West Washington
Springfield, Illinois 62704**

ORDINANCE NO. 1416**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 MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF FREEBURG, ILLINOIS AND THE POLICEMEN'S BENEVOLENT
LABOR COMMITTEE**

WHEREAS, the Policemen's Benevolent Labor Committee is the authorized bargaining representative for certain police officers employed by the Village of Freeburg and;

WHEREAS, The Village of Freeburg, in exercising its management rights under the collective bargaining agreement ("Agreement") with the Policemen's Benevolent Labor Committee, decided to eliminate the sergeant's position as of July 27, 2011 and;

WHEREAS, The village's decision resulted in the filing of grievances by officers Burrows and Marquardt and;

WHEREAS, The duly authorized representatives of the Village of Freeburg in good faith have negotiated a Memorandum of Understanding (MOU) with the Policemen's Benevolent Labor Committee which resolves the grievances filed by the two officers, and;

WHEREAS, The MOU has been agreed to and duly executed by the President and Secretary of the bargaining unit and officer Marquardt, but not by officer Burrows, and;

WHEREAS, The Board of Trustees has determined that it is in the best interest of the village to execute the MOU.

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

SECTION 1. The MOU between the Village of Freeburg and the Policemen's Benevolent Labor Committee, 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 contingent upon the execution thereof by officer Burrows.

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

SECTION 3. 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 5th day of March, 2012.

AYES _____

NAYS _____

ABSENT _____

ABSTAIN _____

Jerry Menard, Village Clerk

Approved this _____ day of _____, 2012.

VILLAGE OF FREEBURG, ILLINOIS

Raymond S. Danford, Village President

ATTEST:

Jerry Menard, Village Clerk

Approval as to Legal Form:

Village Attorney

**MEMORANDUM OF UNDERSTANDING REGARDING ELIMINATION OF
SERGEANT POSITION**

This MEMORANDUM OF UNDERSTANDING ("Memorandum") between the Village of Freeburg ("Employer") and the Policemen's Benevolent Labor Committee ("Union") is intended to constitute a final and full resolution of all issues and/or disputes arising out of the Employer's decision to eliminate the sergeant position on July 27, 2011, as follows:

1. The rank/position of sergeant shall be considered furloughed effective July 27, 2011.
2. Steve Burrows ("Burrows"), Union and Employer agree to resolve Burrows' grievance as follows:
 - a. Burrows was returned to the rank of Patrolman effective July 27, 2011.
 - b. Burrows shall continue to receive his rate of compensation as of July 27, 2011 (\$46,290.79 per year) until the patrolman compensation exceeds that amount.
 - c. Burrows shall receive eighty (80) hours of compensatory time which must be used as time off and cannot be cashed out.
 - d. Within thirty (30) days of the execution of this Memorandum, Burrows may turn in any items with sergeant insignia to the Employer and the Employer will replace the items turned in. The Employer shall have no obligation to replace any items which are not turned in within thirty (30) days.
 - e. Employer shall prepare a letter to be placed in Burrows' personnel file signed by either the Chief or Mayor indicating that Burrows was not demoted for cause and that the elimination of the sergeant position was due to economic considerations.
 - f. Burrows and the Union agree that this Memorandum fully resolves all issues and matters which were raised in the grievance brought by Burrows on July 28, 2011. Burrows and the Union waive any further right to recourse in state or federal court, before the Illinois Labor Relations Board or any other administrative agency, or in arbitration arising from the Employer's decision to eliminate the sergeant's position.
3. Terry Marquardt ("Marquardt"), Union and Employer agree to resolve Marquardt's grievance as follows:

- a. Employer agrees to make the following payments to each bargaining unit member to resolve the financial impact of the elimination of the sergeant position:

\$225.00 payable on the next regular pay day following execution of this Memorandum

\$325.00 on December 1, 2012

\$325.00 on December 1, 2013

- b. If the sergeant position is reestablished by the Village, the payments shall be terminated.
 - c. The Union is free to propose continued payment of the above stipend during the negotiation of a successor collective bargaining agreement, and the Village is free to propose cessation of these payments during the negotiation of a successor agreement but such proposals shall be considered as new proposals rather than the negotiated status quo.
 - d. Marquardt and the Union agree that this Memorandum fully resolves all issues and matters which were raised in the grievance brought by Marquardt on July 28, 2011. Marquardt and the Union waive any further right to recourse in state or federal court, before the Illinois Labor Relations Board or any other administrative agency, or in arbitration arising from the Employer's decision to eliminate the sergeant's position.
4. This is a one-time agreement and shall not be precedent setting.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY TO ALLOW FOR
THE SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2011.

FOR THE EMPLOYER:

Mayor, Village of Freeburg, Illinois

Chief Negotiator for Employer

Attest (Seal)

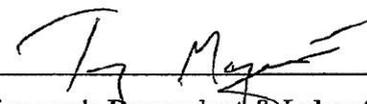
FOR THE UNION:



President



Secretary



Policemen's Benevolent & Labor Committee

Negotiator

Policemen's Benevolent & Labor Committee

Negotiator

Policemen's Benevolent & Labor Committee

STEVE BURROWS:

TERRY MARQUARDT:

