

Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, IL 60136
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www.villageofgilberts.com

Village Administrator Memorandum 36-15A

TO: President Rick Zirk
Board of Trustees

FROM: Ray Keller, Village Administrator

DATE: April 24, 2015

RE: Special Village Board Meeting – April 28, 2015

The following summary discusses the agenda items for the Special Village Board meeting scheduled for April 28, 2015:

1. CALL TO ORDER

2. ROLL CALL / ESTABLISH QUORUM

3. RECOGNITION

A. Recognition of Trustee Patricia Mierisch's public service as Village Trustee

Trustee Patricia Mierisch will be recognized for her 10 years of service to the Village.

4. APPOINTMENT

A. Motion to concur with President Zirk's recommendation to appoint Ms. Rachel Roth to the Police Pension Board

Approval of this motion affirms President Zirk's recommendation to appoint Ms. Rachel Roth to a three-year term on the Police Pension Board.

5. PUBLIC COMMENT

6. CONSENT AGENDA

Any item may be removed from the consent agenda by request.

A. Motion to approve Minutes from the April 21, 2015 Village Board Meeting

Please review the enclosed minutes from the April 21 meeting. Please contact Village Clerk Debra Meadows prior to the meeting with any corrections or questions. Staff recommend approval.

Public Works Facility
Finance & Building Departments
73 Industrial Drive, Gilberts, IL 60136
Ph. 847-428-4167 Fax: 847-551-3382

Police Department
86 Railroad St., Gilberts, IL 60136
Ph. 847-428-2954 Fax 847-428-4232

B. Motion to approve the March 2015 Treasurer's Report

Staff recommend approval of the provided Treasurer's Report for March 2015. Please contact me or Finance Director Marlene Blocker with any questions or requests for additional documentation that may be needed before the meeting.

C. Motion to approve the Bills and Salaries dated April 28, 2015

Please refer to the enclosed spreadsheet, which lists the bills to be approved. If you need additional information about any of these bills, please contact me or Finance Director Marlene Blocker prior to the meeting. Staff recommend approval.

D. Motion to approve Resolution 22-2015, a Resolution approving an agreement with Metropolitan Alliance of Police Chapter #423

Staff recommend approval of the agreement with MAP unit #423, which represents six officers of the Village's Police Department. The agreement begins on May 1, 2015, at which time the current agreement expires. The new agreement has a three-year term and will expire on April 30, 2018. The agreement includes annual salary adjustments of 2.5% for fiscal years 2015, 2016 and 2017. The 2.5% adjustment was included in the FY 2016 police budget.

The agreement increases the amount of sick leave that may be accrued up to 564 hours, which is equivalent to the maximum Family Medical Leave Act (FMLA) leave for an officer on a twelve-hour shift schedule. The officers' annual uniform allowance increases from \$500 to \$650 annually, but it remains as a reimbursement rather than a stipend. The contract also clarifies language regarding how holiday pay is recorded and its effect overtime calculations.

The contract has been approved by the Chapter and is pending approval by the MAP President. If approved, the Village President will sign the execution copies once they are signed by the MAP President. Please contact me with any questions or requests for supplemental information that would be needed before the meeting.

E. Motion to approve Resolution 23-2015, a Resolution Committing Fund Balances

Staff recommend approval of this resolution, which identifies the shares of the General Fund balance to be reserved for future capital needs, major maintenance expenditures, or funds set aside for an emergency. Consistent with Government Accountability Standards Board Statement Number 54 (GASB 54), the fund balances are to be categorized as "restricted" (legally required to go toward a specific use), "committed" (the Board self-imposes a condition or requirement on how the funds are spent) or "unassigned" (funds available for any purpose). The resolution states that the Village's ongoing goal will be an unassigned fund balance of at least 25% of total operating expenditures less one-time expenses. Please contact me or Finance Director Marlene Blocker with any questions.

7. ITEMS FOR APPROVAL

There are no new items submitted for Board approval, except any items that may be removed from the Consent Agenda.

8. STAFF REPORTS

Staff will provide updates after the new Trustees are seated, unless requested otherwise.

9. BOARD OF TRUSTEES REPORTS

10. PRESIDENT'S REPORT

11. EXECUTIVE SESSION

Please contact me with any questions about current closed session topics.

12. ADJOURNMENT SINE DIE

This adjournment closes the meeting without specifying any further meetings of the Board as it is presently constituted. After a brief recess, the newly elected Trustee will take her seat on the Board and President Zirk will begin the meeting.

NEW BOARD

1. SWEARING IN OF THE NEWLY ELECTED VILLAGE BOARD OF TRUSTEES

Village Trustees Elissa Kojzarek, Lou Hacker and Dan Corbett will be sworn in to start their four-year terms in office.

2. CALL TO ORDER

3. ROLL CALL / ESTABLISH QUORUM

4. PUBLIC COMMENT

5. CONSENT AGENDA

There are no items submitted for Consent Agenda approval.

6. ITEMS FOR APPROVAL

There are no new items submitted for Board approval.

7. ITEMS FOR DISCUSSION

Please contact me or President Zirk if there are any topics to be added for discussion at this meeting.

8. STAFF REPORTS

Staff will provide new updates at the meeting. Please contact me if there is a topic or question that can be addressed prior to the meeting.

9. BOARD OF TRUSTEE REPORTS

10. PRESIDENT'S REPORT

11. EXECUTIVE SESSION

Please contact me with any questions about current closed session topics.

12. ADJOURNMENT

**Special Meeting
Village Board of Trustees
Meeting Agenda
Village of Gilberts
87 GALLIGAN ROAD,
GILBERTS, ILLINOIS 60136
April 28, 2015
7:00 P.M.
A G E N D A**

ORDER OF BUSINESS

- 1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL / ESTABLISH QUORUM**
- 3. RECONITION**
 - A. Recognition of Trustee Patricia Mierisch's public service as Village Trustee
- 4. APPOINTMENT**
 - A. A Motion to concur with President Zirk's recommendation to appoint Ms. Rachel Roth to the Police Pension Board
- 5. PUBLIC COMMENT**
- 6. CONSENT AGENDA**
 - A. A Motion to approve Minutes from the April 21, 2015 Village Board meeting
 - B. A Motion to approve the March Treasurer's Report
 - C. A Motion to approve Bills and Salaries dated April 28, 2015
 - D. A Motion to approve Resolution 22-2015, a Resolution approving an agreement with Metropolitan Alliance of Police Chapter #423
 - E. A Motion to approve Resolution 23-2015, a Resolution Committing Fund Balances
- 7. ITEMS FOR APPROVAL**
- 8. ITEMS FOR DISCUSSION**
- 9. STAFF REPORTS**
- 10. BOARD OF TRUSTEES REPORTS**
- 11. PRESIDENT'S REPORT**
- 12. ADJOURNMENT SINE DIE**

ORDER OF BUSINESS (NEW BOARD)

- 1. SWEARING IN OF THE NEWLY ELECTED VILLAGE BOARD OF TRUSTEES**
- 2. CALL TO ORDER**
- 3. ROLL CALL / ESTABLISH QUORUM**
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
- 6. ITEMS FOR APPROVAL**
- 7. ITEMS FOR DISCUSSION**

8. STAFF REPORTS**9. BOARD OF TRUSTEE REPORTS****10. PRESIDENT'S REPORT****11. EXECUTIVE SESSION**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) 21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

12. ADJOURNMENT

**Village of Gilberts
87 Galligan Road
Gilberts, IL 60136
Village Board
Meeting Minutes
April 21, 2015**

Call to Order/Pledge of Allegiance

President Zirk called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

Roll Call/Establish Quorum

Village Clerk Meadows called the roll. Roll call: Members present: Trustees Corbett, Zambetti, Farrell, Hacker and President Zirk. Others present: Administrator Keller, Assistant Administrator Beith, Finance Director Blocker and Village Clerk Meadows. For members of the audience please see the attached copy of the sign-in sheet.

Public Comment

President Zirk asked if anyone in the audience wished to address the Board Members. Resident Mike Doherty approached the podium. Mr. Doherty discussed the outcome at the last Board Meeting at which time he had expressed his concern with the proposed road improvements slated for Old Town. He had opposed the improvement if the improvements did not include curb and gutter. The Board Members had suggested Mr. Doherty circulate a petition, and if he could provide evidence that 50% +1 of the residents in Old Town were not in favor of proceeding with road and drainage improvements as presented in the current scope of work the Board Members would cease the project until tax dollars or an SSA was created to pay for the additional scope of work which would include curb and gutters. Mr. Doherty did circulate the petition and had received 12 of the nineteen signatures required.

President Zirk commented on the fact that neither Board Members nor Staff would have any way of predicting when there would be enough TIF increment to increase the scope of work for the roadway improvements to include curb and gutters. However, if the residents were not in favor of proceeding with the road improvement project the project would not move forward. Trustee Hacker agreed with President Zirk's comments.

There was some discussion with respect to the current decrease in the equalized assessed value of the Old Town properties. Mr. Doherty believed the EAV values are increasing and curb and gutters would aid in increasing the property values in Old Town.

Mr. Doherty requested a copy of the agreement with Phoenix & Associates in which the Village Board waived the competitive bidding requirements and authorized Phoenix & Associates to provide professional services for designing and construction of the Old Town Roadway and Drainage Improvements. Administrator Keller stated that Mr. Doherty could stop by the Village Hall and Clerk Meadows will provide him with a copy of the agreement.

Mr. Doherty noted that while he was circulating the petition many of the Old Town residents commented that many years ago they had paid for the road improvements and were unsure why they would have to pay twice for the improvements. The Board Members were unfamiliar with the past circumstances.

Trustee Farrell inquired if the drainage improvements would still be completed. Stormwater Consultant Kannigan replied many of the drainage improvements had already been completed. Trustee Hacker inquired if Stormwater Consultant Kannigan will still be dredging the pond and making the necessary repairs to the pond. Stormwater Consultant Kannigan replied yes; the scope of work will be amended to reflect the drainage improvements. President Zirk noted that the drainage improvements are a regional issue regardless if the road improvements are completed or not. Stormwater Consultant Kannigan commented on the value of the stormwater regional improvements that had already been completed. He noted that to date the Village wide stormwater improvements dollar amount value is estimated at \$300,000. However, the cost to the Village was far less than the value of the improvements, and to his knowledge residents that once experienced flooding and drainage concerns no longer do so.

President Zirk suggested Staff draft a letter to the Old Town residents informing them that due to the fact the Village does not have funding available for a more expensive project, the project scope cannot be changed to include curb and gutters. However, the project scope will be adjusted to include completing the drainage system improvement and in response to feedback from Turner Street residents Turner Street will be repaved and its ditches and swales restored. Willey, Matteson and Union Streets will be patched as necessary after the stormwater improvements are installed. In addition, Mr. Doherty has indicated he would be agreeable to the imposition of a SSA tax that would increase the property tax of the Old Town residents to pay for the curb and gutter construction at a cost of \$350,000 to \$400,000 plus interest over a twenty year term. Staff will draft the letter and mail it to the Old Town residents by the end of the work week.

President Zirk asked if there were any members of the audience who wished to address the Board Members. Mr. and Mrs. Pontious approached the podium. Mrs. Pontious reported that they were in attendance to follow-up on their recent concern with the berm adjacent to their property and the I-90 Tollway.

She noted that they had recently spoken with a Tollway representative who informed them at they will be planting shrubs along the Tollway section adjacent to her property. However, the shrubs will be located on the other side of the berm.

Administrator Keller reported that this matter had been discussed at today's Staff meeting. Thanks to Phoenix & Associates efforts in securing twenty trees at a reasonable cost and the commitment from Phoenix to plant the trees the total cost of the project is estimated to be \$4,000.00. Staff recommends treating this situation similar to the 50/50 Tree Program. The Village will pay for half the cost of the trees if the residents agree to pay the other half of the cost. Mrs. Pontious was in favor of moving forward with the 50/50 Tree Program offer and has agreed to water and nurture the trees.

President Zirk asked if anyone else in attendance wished to address the Board. There were no comments offered from anyone in the audience.

Public Hearing

Budget for Fiscal Year 2016

President Zirk stated that he would entertain a motion to open the FY-2016 Budget Public Hearing. **A Motion was made by Trustee Hacker and seconded by Trustee Farrell to open the public hearing at 7:27 p.m.** Roll call: Vote: 4-ayes: by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Administrator Keller discussed the proposed FY 2016 Budget. He noted that the Staff is conservatively projecting revenues to remain flat with a slight decrease mostly due to the anticipated decline in the building activity and the telecommunication taxes compared to the FY 2015 budget. The general fund includes the transfer of road improvements funds to complete the Mason Road and Old Town projects.

The proposed enterprise fund budget anticipates a net deficit of \$346,619. Primarily due to the repainting of the Raymond Street water tower and the increase in the cost of operating the barium removal system that was mandated by the IEPA.

The Board Members offered no comments on the proposed budget as the budget had been reviewed in previous Village Board meetings. **A Motion was made by Trustee Farrell and seconded by Trustee Zambetti to close the FY 2016 Public Hearing.** Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Consent Agenda

- A. A Motion to approve the Minutes from the April 7, 2015 Village Board Meeting
- B. A Motion to approve Minutes from the April 15, 2015 Committee of the Whole Meeting

- C. **A Motion to approve Bills & Salaries dated April 21, 2015 as follows: General Fund \$127,889.68, Performance Bonds and Escrows \$471.75, Water Fund \$25,077.05, and Payroll \$70,162.71**
- D. **A Motion to approve Resolution 18-2015, a Resolution approving a Certificate Regarding O&M as required under the provision of the State of Illinois Revolving Loan Fund Regulations**
- E. **A Motion to approve Resolution 19-2015 , a Resolution exercising an option to renew for one-year, an Intergovernmental Agreement with the County of Kane For Animal Control Services**

President Zirk as if there were any items any of the Board Members wished to remove from the consent agenda for separate consideration. There was no response from the Board Members. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve the consent agenda items A-E as presented.** Roll call: Vote: 4-ayes: Trustee Corbett, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

Items for Approval

A Motion to approve Ordinance 08-2015, an Ordinance amending the FY 2015 Annual Budget for the Fiscal Year Ending April 30, 2015

Administrator Keller discussed the proposed Ordinance amending the FY 2015 Annual Budget. He noted that the FY 2015 amended budget reflects the changes in revenues and expenditure that have occurred over the previous 11 months.

He noted that the Village's General Fund is anticipated to end the fiscal year with a surplus of \$50,000. Administrator Keller went on to say that the budgeted revenues were adjusted to reflect higher revenues from video gaming, cable franchise fees, and gas utility taxes and lower telecommunication taxes than originally projected. In addition, a large increase was due to the Village receiving funds from the SSA #19 refunding and proceeds from the sale of detention credit.

Administrator Keller stated that both Public Works and Police Department should be commended for containing overtime costs over the past year.

President Zirk asked if any of the Board Members had any questions on Ordinance 08-2015. There were no questions provided by the Board Members. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 08-2015, an Ordinance amending the FY 2015 Annual Budget for the Fiscal Year Ending April 30, 2015.** Roll call: Vote: 5-ayes: Trustees Zambetti, Farrell, Hacker, Corbett and President Zirk. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 09-2015, an Ordinance adopting the FY 2016 Annual Budget for Fiscal Year Ending April 30, 2016

President Zirk inquired if any of the Trustees had any questions on Ordinance 09-2015. The Board Members offered no comments. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 09-2015, an Ordinance adopting the FY 2016 Annual Budget for the Fiscal Year Ending April 2016.** Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Ordinance 10-2015, and Ordinance amending the Village Code Title 1 Chapter 6 "Village Officers and Personnel"

President Zirk noted that Trustee Corbett had a question with respect to this Ordinance. He inquired if Trustee Corbett received the answers he needed. Trustee Corbett replied he had spoken with Administrator Keller and was comfortable with the language in the Ordinance. **A Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Ordinance 10-2015, an Ordinance amending the Village Code Title 1 Chapter 6 "Village Officer and Personnel".** Roll call: Vote: 4-ayes: Trustees Hacker, Corbett, Zambetti, and Farrell. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 16-2015, a Resolution authorizing the approval of the CY-2015 Recreational Programming Agreement with the Tri-Cities Travel Baseball Team

Administrator Keller reported that approval of this Resolution would allow the Tri-Cities Travel Baseball Team to use the new baseball diamond at Town Center Park for their practices on Monday, Wednesday and Friday afternoon from April 1 through October 15, 2015. Trustee Zambetti asked if all of Gilberts was included in Tri-Cities little league's boundaries. Ms. Karen Schane the Tri-Cities Travel Baseball Coach replied yes. A few years ago the boundaries were amended to include all of Gilberts. Trustee Hacker inquired if all interested Gilberts children would be able to play on the team. Coach Schane replied that this team is a travel team so try-outs are required. Trustee Hacker inquired what percentage of the players are Gilberts residents. Coach Schane reported that 70% of the participants are Gilberts' residents.

There being no further discussion on the Resolution, **a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 16-2015, a Resolution authorizing the approval of the CY 2015 Recreation of a Programming Agreement with the Tri-Cities Travel Baseball Team.** Roll call: Vote: 4-ayes: Trustees Corbett, Zambetti, Farrell and Hacker. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 17-2015, a Resolution authorizing the approval of the CY 2015 Recreation Programming Agreement with the Gilberts Grizzlies

Administrator Keller reported that approval of this agreement would continue the Village's arrangement for the football field to be used by the Gilberts Grizzlies for calendar year 2015.

The Board Members inquired on the new Gilberts Grizzlies marketing name GPH Grizzlies. A Grizzlies representative Bob Borgardt stated that the dba is being used as a tool to identify the team as a feeder program to Hampshire High School. The initials stand for Gilberts, Pingree Grove, and Hampshire.

Administrator Keller noted that the goal post has not been installed at the Gilberts Town Center Park's new football/soccer field. He questioned if that would be an issue for the Grizzlies practice games. Mr. Borgardt replied he did not see a problem with practicing without the goal post. However, he would have to check with the Grizzlies' Board Members. Trustee Hacker inquired on the percentage of participants that were Gilberts' residents. Mr. Borgardt replied registration is currently underway at this time 65% of the children that have registered reside in Gilberts.

There being no further discussion on the Resolution, **a Motion was made by Trustee Zambetti and seconded by Trustee Hacker to approve Resolution 17-2015 authorizing the approval of the CY 2015 Recreation Programming Agreement with the Gilberts Grizzlies.** Roll call: Vote: 4-ayes: Trustees Zambetti, Farrell, Hacker and Corbett. 0-nays, 0-abstained. Motion carried.

A Motion to approve Resolution 21-2015, a Resolution authorizing an application for Kane County Riverboat Funds and Execution of all necessary documents

Administrator Keller reported that approval of this Resolution authorizes Staff to submit a Kane County Riverboat grant application requesting \$40,000 for Town Center Park improvements. President Zirk acknowledged Trustee Farrell for suggesting the Village apply for the grant to fund the additional park improvements.

There being no further discussion on the Resolution, **a Motion was made by Trustee Zambetti and seconded by Trustee Farrell to approve Resolution 21-2015, a Resolution authorizing an application for Kane County Riverboat Funds and Execution of all necessary documents.** Roll call: Vote: 4-ayes: Trustees Farrell, Hacker, Corbett and Zambetti. 0-nays, 0-abstained. Motion carried.

Items for Discussion

Gas Station Concept Plan-Prairie Business Park

Administrator Keller reported that the Board Members briefly discussed the gas station concept plan at the last meeting.

Administrator Keller has passed along the Board Members' concerns to Mr. Glogovsky owner of the Glogovsky Oil Company which is proposing to build a gas station with a convenience store and car wash to be located along Higgins Road on the frontage of the Prairie Business Park. In order to accommodate their proposed plan they are asking the Village Board consider vacating Larkspur Drive right of way to allow for a 3 acre site, which would then qualify as a "truck stop" under state regulations.

Administrator Keller reported that Mr. Glogovsky along with Chris Kalischefski a representative from the Corporate Design + Development Group, LLC were in attendance to discuss their proposed concept plan.

Mr. Glogovsky apologized for being unable to attend the last meeting.

Architect Kalischefski provided the Board Members with an overview of their concept plan. He reported that his firm had completed a study and found that 44% of the motorists driving through the Village limits on Higgins Road purchase their motor fuel in other communities. This activity decreases the potential of sales tax revenue for the Village. Architect Kalischefski commented on the benefits their proposed development would provide to the community. In addition, the Village will experience an increase in their share of the video gaming revenue.

Architect Kalischefski commented on the design of the gas station and car wash. He noted that Mr. Glogovsky pays attention to detail and his gas stations and washes are upscale and aesthetically pleasing to the eye.

A lengthy discussion ensued with respect to a single user on a three acre commercial/retail space. Trustee Hacker questioned if this was the best use for the three acre commercial/retail site. Trustee Corbett also expressed concern with placing a second gas station in the middle of town. He noted Mr. Glogovsky owns and operates other gas stations and they are located on the out skirts of the towns.

Mr. Glogovsky suggested the Board Members visit his gas station located in Lake in the Hills. The Board Members could then personally see the professional design and upgraded standards.

Trustee Corbett commented on the difficulty he would have accessing the gas station from his subdivision.

Trustee Farrell commented on the fact that the developer needs to understand the history and Board expectations with respect to the development of the commercial/retail site. She noted that the proposed concept plan for the gas station and car wash is not the type of commercial use the Village was promised during the Interstate Partners approval process.

There was some discussion with respect to the oversized parking spaces which allow for semi-truck parking. The Board Members expressed concern with semi-trucks parking in the lot overnight. Mr. Glogovsky did not believe semi-trucks would be parking overnight. Due to the fact there was no restaurant or showers available.

Trustee Zambetti noted that their building product is aesthetically attractive. However, he thought residents might be upset if the Village allowed a truck stop with a car wash on Rt. 72.

President Zirk commented on the fact he would not want to create an unfair disadvantage for the Mobile Mart. He questioned if the proposed gas station would just be pirating business from the Mobil Mart. However, he does believe in business competition.

President Zirk noted that he desires to attract businesses that improve the residents' quality of life. For example banks and dry cleaners don't generate sales tax revenue. However, they would increase the residents' quality of life.

Mr. Glogovsky commented on the various commodities his gas station would offer. A lengthy discussion ensued with respect to the decrease in equal assessed property values, the increase in sale tax revenues and the increase in video gaming revenues.

Mr. Glogovsky encouraged everyone to visit the Lake in the Hills Grove Market. This discussion will be carried over to the May 12th, Committee of the Whole Meeting. Mr. Glogovsky thanked the Board Members for their time.

Staff Reports

Administrator Keller reported the Plan Commission is scheduled to conduct two public hearings on Wednesday, April 23rd. The first public hearing is for the rezoning of the property commonly known as 214 Galligan Road, and the second is for the rezoning of Old Town.

Administrator Keller reported that Staff will draft a letter to the Old Town residents updating them on the status of the Old Town roadway improvement project.

Administrator Keller reported that Staff had met with the Tollway Engineers to discuss the upcoming Rt. 72 road/bridge reconstruction project. Staff had requested the Tollway consider delaying the start of the project by one week to avoid an interruption to the Community Days festival. There was some discussion with respect to the Rt. 72 road/bridge reconstruction project.

Assistant Administrator Beith reported the Police Department will once again be offering the Police Academy Classes. The Police Academy classes are scheduled to begin on July 15th.

Finance Director Blocker reported that blue tags will be going out this week.

Board of Trustees Reports

Trustee Farrell requested an updated vacant buildings list.

President's Report

President Zirk reported that a new Police Pension Board Members will be appointed at the next Board Meeting.

Executive Session

The Board Members reported they had no items to discuss that would warrant an executive session.

Adjournment

There being no further public business to discuss, a Motion was made by Trustee Zambetti and seconded by Trustee Corbett to adjourn from the public meeting at 9:06 p.m. Roll call: Vote: 4-ayes by unanimous voice vote. 0-nays, 0-abstained. Motion carried.

Respectfully submitted,

Debra Meadows

Village of Gilberts

87 Galligan Road

Gilberts, Illinois 60136

Village Board Meeting

Budget Public Hearing

April 21, 2015

7:00 p.m.

Sign-in-Sheet

Name

Contact Information (Optional)

George Krasin

Dan & Linda Baird

Jim Hill

MIKE DOHERTY

Tom WATDA

Quen & Ron Portnow

Fund Summary

	Balance as of 3-31-15	Restricted / Designated Funds	Unrestricted / Undesignated Funds
Unrestricted - General Fund			630,720.07
Restricted - Total		5,483,880.35	
Committed- Designated Reserves		724,880.45	
- 2.6 Months Expenses	724,880.45		
Committed - Road Improvement		611,392.36	
- FY-07 and Prior	707,838.00		
- FY-08 Transfer (School Road)	(120,000.00)		
- FY-08	76,235.76		
- FY-09	75,968.38		
- FY-09 Transfer (Additional Salt & Snow Removal)	(78,469.37)		
- FY-09/FY10 Hennessy Bridge Work	(350,000.00)		
- FY-10	79,129.42		
- FY-11 (Road Study)	(10,000.00)		
- FY-11	77,944.57		
- FY-12	12,861.90		
- FY-13	8,493.36		
- FY-14	16,525.72		
- FY-14 Hennessy Bridge Grant	350,000.00		
- FY-14 Extra MFT Funds	15,731.35		
- FY-14 Kreutzer Road Repair	(15,000.00)		
- FY-15 Mason Road Engineering	(15,709.70)		
- FY-15 Old Town Engineering	(8,950.48)		
- FY-15	9,793.85		
- FY-15 - Mason Roadwork	(221,000.40)		
Committed- Infrastructure Fund		365,494.15	
- FY-12 (Transfer -Garbage)	108,047.92		
- FY-13 (Transfer -Garbage)	133,104.58		
- FY-14 (Transfer -Garbage)	124,341.65		
Committed - Road Bond Repayment		133,301.53	
- FY-13 (1% Sales Tax)	159,422.43		
- FY-14 May Interest Payment	(27,062.50)		
- FY-14 (1% Sales Tax)	172,392.69		
- FY-14 December Principal & Interest Payment	(119,172.50)		
- FY-15 (1% Sales Tax)	178,346.41		
- FY-15 May Interest Payment	(25,312.50)		
- FY-15 December Principal & Interest Payment	(205,312.50)		
Restricted - Road Improvement MFT		697,315.51	
- Balance - Illinois Funds	566,902.00		
- Balance - Union Bank Money Market	130,413.51		
Committed - Capital Improvement		174,852.74	
- FY-05	81,596.76		
- FY-06	45,000.00		
- FY-08 Transfer (Wing Mower)	(41,751.00)		
- FY-11 P/W Truck Sale	31,000.00		
- FY-12 (Transfer - Garbage)	34,623.00		
- FY-13 (Salvage Receipts)	547.80		
- FY-13 (Transfer -Garbage)	25,349.02		
- FY-14 (Salvage Receipts)	419.68		
- FY-14 (New Squad Purchase)	(28,500.00)		
- FY-14 (Transfer -Garbage)	26,567.48		
Committed - New Development Fees		48,511.43	
- FY-06 Municipal Impact Fee	261,250.00		
- FY-07 Municipal Impact Fee	382,250.00		
- FY-08 Municipal Impact Fee	286,000.00		
- FY-08/FY-09 Transfer (Salt Bin)	(185,701.50)		
- FY-09 Municipal Impact Fee	82,500.00		
- FY-07/08 Municipal Transistion Fee	8,000.00		
- FY-07/08 Municipal Police/SafetyTransistion Fee	2,000.00		
- FY-09 Transfers Out	(127,256.51)		
- FY-10 Reimburse PGAV TIF Study from TIF	18,788.40		
- FY-10 Town Center Park Parking Lot	(201,112.76)		
- FY-10 Municipal Impact Fee	104,500.00		
- FY-11 Municipal Impact Fee	151,250.00		
- FY-11 Transfers (Road Study)	(13,000.00)		
- FY-12 Municipal Impact Fee	146,750.00		
- FY-13 Municipal Impact Fee	76,400.00		
- FY-14 Transfer Out-Partial Electric	(3,329.08)		
- FY-14 Transfer out-Partial Signs	(10,552.34)		
- FY-14 Transfer Out-Partial Electric	(68,665.00)		
- FY-14 Municipal Impact Fee	59,200.00		
- FY-15 Municipal Park Impact Fee-Shinning Moon	4,909.46		
- FY-15 Municipal Impact Fee-Town Center	11,198.19		
- FY-15 Municipal Utility Impact Fee-Conservancy	1,000.00		
- FY-15 Municipal Park Impact Fee-Conservancy	5,656.00		
- FY-15 Municipal Impact Fee-Conservancy	5,500.00		
- FY-15 Town Center Park Expenses	(949,023.43)		

Committed - Tree Replacement/Beautification		8,436.23	
- FY-09 Recycling Revenue	2,500.00		
- FY-10 Recycling Revenue	5,000.00		
- FY-10 Tree Replacements	(590.00)		
- FY-12 Recycling Revenue	10,026.40		
- FY-12 Tree Program	(727.50)		
- FY-13 Recycling Revenue	5,000.00		
- FY-14 Sidewalk Replacement	(660.00)		
- FY-14 Tree Program	(4,478.71)		
- FY-14 Recycling Revenue	2,500.00		
- FY-15 Sidewalk Progra,	(500.00)		
- FY-15 Tree Program	(17,984.27)		
- FY-15 AT&T	8,000.00		
- FY-15 Recycling Revenue	350.31		
Committed - EDUI Funds		23,817.02	
- FY-12 Balance	3,918.55		
- FY-13 Balance	13,710.91		
- FY-14 Balance	6,187.56		
Restricted - Drug Forfeiture		9,719.46	
- Balance	9,719.46		
Committed - Enterprise Fund (Water / Wastewater)		2,166,465.53	
- Balance	2,182,732.11		
Committed - Pass Thru/Escrows		519,693.94	
- Balance	519,693.94		
Total		5,483,880.35	630,720.07
			6,114,600.42

General Fund Revenue Receivable			120,080.52
- State Income Tax Payments Delayed	120,080.52		

Total Unrestricted Funds including Receivables			750,800.59
---	--	--	-------------------

Additional Information

Pass Thru - Balance of Escrow		519,693.94
- TIF #1	40,096.78	
- TIF #2	83,500.46	
- Performance Bonds / Escrows	317,911.51	
- Building Permit-Town Center/Conservancy	11,321.37	
- Impact Fees - Library	50,463.82	
- Impact Fees - School		
- Impact Fees - Fire District		
- Transistion Fees - Fire	2,000.00	
- Transistion Fees - Library	400.00	
- Transistion Fees - School	14,000.00	

SSA #20 Loan from Water Department		574,724.39
- FY-08 Advances	341,194.63	
- FY-09 Advances	233,529.76	

Total Due Water/Sewer Fund		574,724.39
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TREASURER'S STATEMENT AS OF March 31, 2015

	MONTH	YEAR TO DATE		YEAR TO DATE
Beginning Bank Balance:			<u>6,096,179.41</u>	<u>6,892,430.00</u>
Credits:				
General Fund:	<u>220,945.11</u>	<u>4,406,702.90</u>		
Water Fund:	<u>101,895.24</u>	<u>1,739,142.63</u>		
Motor Fuel Tax (MFT):	<u>12,430.55</u>	<u>235,181.40</u>		
Performance Bonds/Escrow:	<u>48,176.43</u>	<u>590,471.03</u>		
TIF #1	<u>17.02</u>	<u>9,133.27</u>		
TIF #2	<u>35.45</u>	<u>83,500.46</u>		
Drug Forfeiture:	<u>336.86</u>	<u>3,661.28</u>		
Total Credits All Funds:	<u>383,836.66</u>	<u>7,067,792.97</u>	<u>383,836.66</u>	<u>7,067,792.97</u>
Expenses:				
General Fund:	<u>246,259.58</u>	<u>5,377,481.34</u>		
Water Fund:	<u>118,161.82</u>	<u>1,952,493.14</u>		
Motor Fuel Tax (MFT):	<u>-</u>	<u>-</u>		
Performance Bond/Escrow:	<u>994.25</u>	<u>514,145.57</u>		
TIF #1	<u>-</u>	<u>1,502.50</u>		
TIF #2	<u>-</u>	<u>-</u>		
Drug Forfeiture:	<u>-</u>	<u>-</u>		
Total Debits All Funds:	<u>365,415.65</u>	<u>7,845,622.55</u>	<u>365,415.65</u>	<u>7,845,622.55</u>
Ending Bank Balance:				
General Fund:	<u>2,721,405.98</u>			
Water Fund:	<u>2,166,465.53</u>			
Motor Fuel Tax (MFT):	<u>697,315.51</u>			
Performance Bond/Escrow:	<u>396,096.70</u>			
TIF #1	<u>40,096.78</u>			
TIF #2	<u>83,500.46</u>			
Drug Forfeiture:	<u>9,719.46</u>			
Total Debits All Funds:	<u>6,114,600.42</u>		<u>6,114,600.42</u>	<u>6,114,600.42</u>

TREASURER'S SIGNATURE:



DATE: April 1, 2015

GENERAL FUND MONEY MARKET
01-00-105

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>150,499.55</u>	Previous YTD Credits:	<u>4,185,757.79</u>
			<u>123,864.70</u>
Deposits (Total):	<u>54,217.90</u>	Current Credits:	<u>97,080.41</u>
		Current YTD Credits:	<u>4,406,702.90</u>
Interest Income:		Previous YTD Debits:	<u>5,131,221.76</u>
(01-00-341) Money Market:	<u>59.07</u>		
(01-00-341) Checking:	<u>2.59</u>	Current Debits:	<u>246,259.58</u>
(01-00-342) Performance Bond:	<u>19.22</u>		
		Current YTD Debits:	<u>5,377,481.34</u>
Miscellaneous Income:			
Transfer From Illinois Funds	<u>200,000.00</u>		
Voided Ck #19904			
Transfer of Garbage Revenue	<u>42,781.63</u>		
CD Interest			
Subtotal:	<u>447,579.96</u>	McHenry Savings	<u>939,669.36</u>
		G/F MM Balance:	<u>201,320.38</u>
Checks Written (Total):	<u>235,081.58</u>	IL Funds Balance:	<u>585,782.65</u>
NSF Check		Barrington Bank CD's:	<u>993,633.59</u>
2015 Flex Benefits	<u>11,178.00</u>	G/F CKG Balance:	<u>1,000.00</u>
		Total balance:	<u>2,721,405.98</u>
Ending Check Book Balance:	<u>201,320.38</u>		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	<u>201,320.38</u>		

Expenditures/Transfers:

Date:	For:	
<u>3/5/2015</u>	Accounts Payable	<u>14,979.87</u>
<u>3/17/2015</u>	Accounts Payable	<u>100,243.86</u>
	Accounts Payable	
<u>3/1/2015</u>	Health Insurance	<u>18,322.74</u>
<u>3/12/2015</u>	Payroll	<u>42,335.76</u>
<u>3/26/2015</u>	Payroll	<u>59,199.35</u>
	Total:	<u>235,081.58</u>

Deposits:	Deposits:	Direct Deposits	
<u>3,018.30</u>	<u>50.00</u>	T-Mobile	<u>1,983.75</u>
<u>25.00</u>	<u>5.00</u>	Kane County	
<u>1,672.64</u>	<u>15.00</u>	Nicor	<u>14,697.72</u>
<u>50.00</u>	<u>25.00</u>	Exelon	<u>14,028.88</u>
<u>50.00</u>	<u>606.00</u>		
<u>5,000.00</u>	<u>3,019.41</u>		
<u>92.00</u>	<u>586.78</u>		
<u>1,000.00</u>	<u>2,450.00</u>		
<u>29.00</u>	<u>500.00</u>		
<u>15.00</u>	<u>30.00</u>		
<u>50.00</u>	<u>206.00</u>		
<u>83.00</u>	<u>500.00</u>		
<u>2,285.42</u>	<u>1,581.00</u>		
<u>98.00</u>	<u>450.00</u>		
	<u>15.00</u>		
Total Deposits	<u>23,507.55</u>	Total Direct Deposits	<u>30,710.35</u>
Total Deposits/Direct Deposits:	<u>54,217.90</u>		

GENERAL FUND CHECKING ACCT
01-00-103

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>115,223.73</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check# Vendor Name:	<u> </u>	Previous YTD Debits:	<u> </u>
	<u> </u>	Current Debits:	<u> </u>
	<u> </u>	Current YTD Debits:	<u> </u>
Total Voided Checks:	<u> </u>		
Subtotal:	<u>116,223.73</u>		
	<u>115,223.73</u>		
Checks Written (Total):	<u> </u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>4,025.59</u>		
Balance per Bank Statement:	<u>5,025.59</u>		

Expenditures/Transfers:

	For:	Amount:
<u>3/5/2015</u>	Accounts Payable	<u>14,979.87</u>
<u>3/17/2015</u>	Accounts Payable	<u>100,243.86</u>
<u> </u>	Accounts Payable-TIF	<u> </u>
<u> </u>		<u> </u>
<u> </u>		<u> </u>
	Total:	<u>115,223.73</u>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
<u>15048</u>	<u>50.00</u>	<u> </u>	<u> </u>
<u>16678</u>	<u>60.00</u>	<u> </u>	<u> </u>
<u>22329</u>	<u>120.00</u>	<u> </u>	<u> </u>
<u>23069</u>	<u>612.00</u>	<u> </u>	<u> </u>
<u>23100</u>	<u>51.09</u>	<u> </u>	<u> </u>
<u>23206</u>	<u>51.09</u>	<u> </u>	<u> </u>
<u>23207</u>	<u>1,384.50</u>	<u> </u>	<u> </u>
<u>23248</u>	<u>51.09</u>	Total	<u>4,025.59</u>
<u>23259</u>	<u>879.97</u>		
<u>23268</u>	<u>135.00</u>		
<u>23278</u>	<u>179.85</u>		
<u>23283</u>	<u>50.00</u>		
<u>23288</u>	<u>101.00</u>		
<u>23291</u>	<u>300.00</u>		

BARRINGTON BANK
CERTIFICATES OF DEPOSIT
01-00-106

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>993,463.50</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>170.09</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>170.09</u>	Previous YTD Debits:	<u> </u>
Transferred from CD's	<u> </u>	Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>

Subtotal: 993,633.59

Checks Written (Total):
Transferred to CD's

Ending Check Book Balance: 993,633.59
Deposits in Transit:
Outstanding Checks:
Balance per Bank Statement: 993,633.59

Expenditures/Transfers:

Date:	For:	Amount:
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u> </u>

Deposits:

Total Deposits:

Village of Gilberts:
Month Closed: March, 2015

Expenditures/Transfers:**Deposits:**[illegible]

Total Deposits: _____

ILLINOIS FIRST MONEY MARKET
01-00-104

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	662,088.04	Previous YTD Credits:	
		Current Credits:	123,694.61
Deposits (Total):	123,682.83	Current YTD Credits:	
		Previous YTD Debits:	
(01-00-347) IL First Funds:	9.47	Current Debits:	-
(01-00-347) IL First Funds P/B:	2.31	Current YTD Debits:	
		CD Balance:	
Xfer Bond Acct-Reimburse:		G/F MM Balance:	
		G/F CKG Balance:	
Subtotal:	785,782.65	Total balance:	
Transfer to Union National	200,000.00		
Impact Fees to Agency Fund			
Ending Check Book Balance:	585,782.65		
Deposits in Transit:	5.66		
Outstanding Checks:			
Balance per Bank Statement:	585,776.99		

Expenditures/Transfers:

Date:	For:	Amount:
Total:		

Deposits:	Direct Deposits:	Description:
17,098.11		
18,900.04		
56,036.68		
14.02		
17,784.53		
13,849.45		
Total Deposits/Direct Deposits:	123,682.83	

WATER FUND MONEY MARKET
20-00-105

Beginning Book Balance:	227,987.98	Previous YTD Credits:	1,637,247.39
			2,147.13
Deposits (Total):	99,484.83	Current Credits:	99,748.11
Interest Income:		Current YTD Credits:	1,739,142.63
(20-00-341) Money Market:	127.21	Previous YTD Debits:	1,834,331.32
(20-00-341) Checking:	0.71		76.90
Voided Check	135.36	Current Debits:	118,084.92
Miscellaneous Income:		Current YTD Debits:	1,952,493.14
Subtotal:	327,736.09	Barrington Bank:	58,513.26
Checks Written (Total):	75,119.59	Barrington Bank CD's:	503,183.09
Returned Checks	183.70	Union Bank CD's:	1,200,604.96
Transfer for Garbage	42,781.63	H2O MM Balance:	209,651.17
Ending Check Book Balance:	209,651.17	H2O Illinois Funds	193,513.05
Deposits in Transit:		H2O CKG Balance:	1,000.00
Outstanding Checks:		Total balance:	2,166,465.53
Balance per Bank Statement:	209,651.17		

Expenditures/Transfers:

Date:	For:	Amount:
3/5/2015	Accounts Payable	9,693.16
3/10/2015	Special Check/Truck	25,356.00
3/17/2015	Accounts Payable	16,387.68
3/9/2015	Postage	723.41
3/12/2015	Payroll-Water	9,246.07
3/26/2015	Payroll-Water	9,509.48
3/1/2015	Health Insurance	4,203.79
	Total:	75,119.59

Deposits:

137.96	20,747.50	
65.00	7,289.64	
329.00	65.00	
400.00	122.00	
308.95	203.50	
321.77	4,873.01	
203.00	5,557.64	
208.70	226.00	
2,041.46	12,127.72	
276.00	1,206.45	
1,153.82	408.00	
3,296.75	3,582.15	
5,469.85	11,700.12	
15,070.34	205.00	
	1,888.50	
Total Deposits:	99,484.83	

Direct Deposits

-

WATER FUND CHECKING ACCT
20-00-103

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>1,000.00</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>52,160.25</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check# Vendor Name:	<u> </u>	Previous YTD Debits:	<u> </u>
	<u> </u>	Current Debits:	<u> </u>
	<u> </u>	Current YTD Debits:	<u> </u>
Total Voided Checks:	<u> </u>		
Subtotal:	<u>53,160.25</u>		
Checks Written (Total):	<u>52,160.25</u>		
	<u> </u>		
Ending Check Book Balance:	<u>1,000.00</u>		
Deposits in Transit:	<u> </u>		
Outstanding Checks:	<u>168.27</u>		
Balance per Bank Statement:	<u>1,168.27</u>		

Expenditures/Transfers:

Date:	For:	
<u>3/5/2015</u>	<u>Accounts Payable</u>	<u>9,693.16</u>
<u>3/10/2015</u>	<u>Special Check/Truck</u>	<u>25,356.00</u>
<u>3/17/2015</u>	<u>Accounts Payable</u>	<u>16,387.68</u>
<u>3/9/2015</u>	<u>Postage</u>	<u>723.41</u>
	Total:	<u>52,160.25</u>

Outstanding Checks:

Check #:	Amount:	Check #:	Amount:
<u>202350</u>	<u>4.18</u>	<u> </u>	<u> </u>
<u>202365</u>	<u>1.19</u>	<u> </u>	<u> </u>
<u>204208</u>	<u>8.40</u>	<u> </u>	<u> </u>
<u>204630</u>	<u>4.50</u>	TOTAL	<u>168.27</u>
<u>204761</u>	<u>150.00</u>		

WATER FUND MONEY MARKET
20-00-108

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>58,510.69</u>	Previous YTD Credits:	<u></u>
Deposits (Total):	<u></u>	Current Credits:	<u>2.57</u>
Interest:		Current YTD Credits:	<u></u>
Savings Acct:	<u>2.57</u>	Previous YTD Debits:	<u></u>
		Current Debits:	<u></u>
		Current YTD Debits:	<u></u>
Subtotal:	<u>58,513.26</u>		
Checks Written (Total):	<u></u>		
Voided Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>58,513.26</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u></u>		
Balance per Bank Statement:	<u>58,513.26</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
Total:		<u></u>

Deposits:

<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>

Total Deposits:

WATER FUND MONEY MARKET
CERTIFICATES OF DEPOSIT
BARRINGTON BANK
20-00-108

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>503,089.08</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u> </u>	Current Credits:	<u>94.01</u>
Interest:		Current YTD Credits:	<u> </u>
Savings Acct:	<u>94.01</u>	Previous YTD Debits:	<u> </u>
		Current Debits:	<u> </u>
		Current YTD Debits:	<u> </u>

Subtotal: 503,183.09

Checks Written (Total):

Voided Checks (Total):

Ending Check Book Balance: 503,183.09

Deposits in Transit:

Outstanding Checks:

Balance per Bank Statement: 503,183.09

Expenditures/Transfers:

Date:	For:	Amount:
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u> </u>

Deposits:

Total Deposits:

WATER FUND
20-00-107
Certificates of Deposit

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	1,200,604.96	Previous YTD Credits:	
		Current Credits:	-
Deposits (Total):		Current YTD Credits:	
Interest:		Previous YTD Debits:	
Savings Acct:		Current Debits:	
		Current YTD Debits:	
Subtotal:	1,200,604.96		

Ending Check Book Balance:	1,200,604.96
Deposits in Transit:	
Outstanding Checks:	
Balance per Bank Statement:	1,200,604.96

Expenditures/Transfers:		
Date:	For:	Amount:
Total:		

Deposits:

Total Deposits: _____

WATER FUND ILLINOIS FUNDS
20-00-104

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>191,539.40</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>2,047.81</u>	Current Credits:	<u>2,050.55</u>
(20-00-347) Illinois Funds:	<u>2.74</u>	Current YTD Credits:	<u> </u>
		Previous YTD Debits:	<u> </u>
		Current Debits:	<u>76.90</u>
Total Voided Checks:		Current YTD Debits:	<u> </u>
Subtotal:	<u>193,589.95</u>		
Checks Written (Total):			
Returned Payments	<u>76.90</u>		
Ending Check Book Balance:	<u>193,513.05</u>		
Deposits in Transit:	<u>244.00</u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>193,269.05</u>		

Expenditures/Transfers:

Date:	For:	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
	Total:	<u>-</u>

Deposits:

<u>55.00</u>	<u>140.00</u>
<u>113.00</u>	<u>167.00</u>
<u>372.22</u>	<u>244.00</u>
<u>131.00</u>	
<u>195.00</u>	
<u>162.09</u>	
<u>212.50</u>	
<u>158.00</u>	
<u>98.00</u>	
Total Deposits:	<u>2,047.81</u>

ILLINOIS FIRST MFT MM
30-00-104

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>554,535.74</u>	Previous YTD Credits:	<u>222,750.85</u>
			<u>64.29</u>
Deposits (Total):	<u>12,358.19</u>	Current Credits:	<u>12,366.26</u>
Interest Income:		Current YTD Credits:	<u>235,181.40</u>
(30-00-347) Money Market:	<u>8.07</u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>566,902.00</u>	MFT MM Balance	<u>130,413.51</u>
Checks Written (Total):	<u></u>	IL Funds Balance:	<u>566,902.00</u>
Returned Checks (Total):	<u></u>	Total balance:	<u>697,315.51</u>
Ending Check Book Balance:	<u>566,902.00</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>566,902.00</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
Total:		<u></u>

Deposits:

<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>

Total Deposits:

PERFORMANCE BOND MONEY MARKET
31-00-105

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>186,393.93</u>	Previous YTD Credits:	<u>542,294.60</u>
			-
Deposits (Total):	<u>13,178.94</u>	Current Credits:	<u>48,176.43</u>
			-
Interest Income:		Current YTD Credits:	<u>590,471.03</u>
(31-00-341) Money Market:			-
		Previous YTD Debits:	<u>513,151.32</u>
			-
Transfer from G/F		Current Debits:	<u>994.25</u>
Miscellaneous Income:	<u>34,997.49</u>	Current YTD Debits:	<u>514,145.57</u>
Subtotal:	<u>234,570.36</u>		
Checks Written (Total):	<u>965.25</u>	P/Bond Balance	<u>233,576.11</u>
Transfer to General Fund	<u>29.00</u>	IL Funds Balance:	<u>162,520.59</u>
Transfer to Water Fund			
		Total balance:	<u>396,096.70</u>
Ending Check Book Balance:	<u>233,576.11</u>		
Deposits in Transit:			
Outstanding Checks:	<u>903.00</u>		
Balance per Bank Statement:	<u>234,479.11</u>		

Expenditures/Transfers:

Date:	For:	Amount:
3/5/2015	Accounts Payable	<u>529.00</u>
3/27/2015	Bond Release	<u>232.00</u>
	Bond Release	
3/17/2015	Accounts Payable	<u>204.25</u>
	Bond Release	
	Bond Release	
	Total:	<u>965.25</u>

Deposits:		Outstanding Checks	
116.00	58.00	302544	135.00
55.00	58.00	302569	106.00
58.00	116.00	302755	117.00
58.00	116.00	303302	29.00
58.00	1,245.94	303324	58.00
950.00	116.00	303450	58.00
58.00	58.00	303676	110.00
10,000.00		303684	58.00
58.00		303689	58.00
		303690	58.00
	<u>13,178.94</u>	303691	58.00
		303692	58.00

Total Outstanding Checks 903.00

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>40,079.76</u>	Previous YTD Credits:	<u>9,116.25</u>
Deposits (Total):	<u></u>	Current Credits:	<u>17.02</u>
Interest Income:	<u>17.02</u>	Current YTD Credits:	<u>9,133.27</u>
(34-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>1,502.50</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>1,502.50</u>
Subtotal:	<u>40,096.78</u>		
Checks Written (Total):	<u>-</u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>40,096.78</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>40,096.78</u>		

Expenditures/Transfers:

Date:	For:	Amount:
	Accounts Payable	
Total:		<u>-</u>

Deposits:	
	<u>58.00</u>
	<u>2,130.00</u>
	<u>58.00</u>
	<u>58.00</u>
Total Deposits:	<u>2,304.00</u>

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>83,465.01</u>	Previous YTD Credits:	<u>83,465.01</u>
Deposits (Total):	<u></u>	Current Credits:	<u>35.45</u>
Interest Income:	<u>35.45</u>	Current YTD Credits:	<u>83,500.46</u>
(35-00-341) Money Market:	<u></u>	Previous YTD Debits:	<u>-</u>
		Current Debits:	<u>-</u>
Miscellaneous Income:	<u></u>	Current YTD Debits:	<u>-</u>
Subtotal:	<u>83,500.46</u>		
Checks Written (Total):	<u></u>		
Returned Checks (Total):	<u></u>		
Ending Check Book Balance:	<u>83,500.46</u>		
Deposits in Transit:	<u></u>		
Outstanding Checks:	<u>-</u>		
Balance per Bank Statement:	<u>83,500.46</u>		

Expenditures/Transfers:

Date:	For:	Amount:
<u></u>	<u>Accounts Payable</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
	Total:	<u>-</u>

Deposits:

<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>
<u></u>

Total Deposits: -

PD DRUG FORFEITURE ACCT
40-00-105

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	9,382.60	Previous YTD Credits:	3,324.42
Deposits (Total):	332.20	Current Credits:	336.86
Interest Income:	4.66	Current YTD Credits:	3,661.28
(40-00-341) Money Market:		Previous YTD Debits:	-
		Current Debits:	-
Miscellaneous Income:		Current YTD Debits:	-
Subtotal:	9,719.46		
Checks Written (Total):			
Returned Checks (Total):			
	-		
Ending Check Book Balance:	9,719.46		
Deposits in Transit:			
Outstanding Checks:			
Balance per Bank Statement:	9,719.46		

Expenditures/Transfers:

Date:	For:	Amount:
	Accounts Payable	
	Total:	-

Deposits:	
148.76	
183.44	
	332.20
Total Deposits/Direct Deposits:	

VOG PAYROLL ACCT
01-00-125

Village of Gilberts:
Month Closed: March, 2015

Beginning Book Balance:	<u>-</u>	Previous YTD Credits:	<u> </u>
Deposits (Total):	<u>120,290.66</u>	Current Credits:	<u> </u>
Voided Checks:		Current YTD Credits:	<u> </u>
Check #:	Vendor Name:	Previous YTD Debits:	<u> </u>
<u> </u>	<u> </u>	Current Debits:	<u> </u>
<u> </u>	<u> </u>	Current YTD Debits:	<u> </u>
Subtotal:	<u>120,290.66</u>		
Checks Written (Total):	<u>120,290.66</u>		
Voided Checks (Total):	<u> </u>		
Ending Check Book Balance:	<u>-</u>		
Deposits in Transit:	<u>-</u>		
Outstanding Checks:	<u>12,479.37</u>		
Balance per Bank Statement:	<u>12,479.37</u>		

Expenditures/Transfers:

Date:	For:	
<u>3/12/2015</u>	<u>Payroll</u>	<u>42,335.76</u>
<u>3/26/2015</u>	<u>Payroll</u>	<u>59,199.35</u>
<u>3/12/2015</u>	<u>Payroll-Water</u>	<u>9,246.07</u>
<u>3/26/2015</u>	<u>Payroll-Water</u>	<u>9,509.48</u>
<u> </u>	<u>Payroll</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
Total:		<u>120,290.66</u>

Outstanding Checks:

Check #:	Amount:	Check#:	Amount:
<u>17977</u>	<u>176.49</u>	<u> </u>	<u> </u>
<u>18006</u>	<u>443.00</u>	<u> </u>	<u> </u>
<u>18007</u>	<u>176.49</u>	<u> </u>	<u> </u>
<u>18033</u>	<u>205.07</u>	<u>Flex Benefits</u>	<u>11,172.04</u>
<u>18045</u>	<u>198.00</u>	Total:	<u>12,479.37</u>
<u>18046</u>	<u>108.28</u>		

[illegible]

RESOLUTION**VILLAGE OF GILBERTS****A Resolution approving an agreement with
Metropolitan Alliance of Police Chapter #423**

Be it Resolved by the President and Board of Trustees of the Village of Gilberts,
Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute a negotiated contract agreement between the Village of Gilberts and the Metropolitan Alliance of Police, Gilberts Police Chapter #423 to provide police services and such documents as are necessary and convenient to effectuate as here by attached hereto and made a part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this _____ day of _____, 2015 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClerc	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS _____ DAY OF April, 2015

Village President, Rick Zirk

(SEAL)

ATTEST:

Village Clerk, Debra Meadows

Published: _____

**NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE
GILBERTS POLICE CHAPTER # 423
AND
THE VILLAGE OF GILBERTS**

MAY 1, 2015 — APRIL 30, 2018

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PREAMBLE

This Agreement entered into by the Village of Gilberts, Kane County, Illinois, an Illinois Municipal Corporation, hereinafter referred to as “the Employer,” or “the Village,” and the Metropolitan Alliance of Police Gilberts Chapter # 423, hereinafter referred to as “the Chapter,” is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers and probationary police officers with the rank of Sergeant and below of the Village of Gilberts, as defined herein below and hereinafter referred to as “Officers,” “Sergeants,” “Corporals”, or “employees”, or when the context requires a singular noun, as “Officer,” “Sergeant,” “Corporal” or “employee”.

ARTICLE I **RECOGNITION**

Section 1.1. Recognition:

Pursuant to an election and certification by the Illinois Labor Relations Board under Case, No. S-RC-05-143, dated August 12, 2005, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full time employees in the Village of Gilbert Police Department in the ranks of Patrolman, Patrolman/Detective, Corporal/Detective, Sergeant, sworn full-time, and probationary officers with a rank of Sergeant and below within the police department of the Village of Gilberts, as described above, and excluding the Chief of Police and all other supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act all other persons employed by the Village of Gilberts. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. The Chapter recognizes the Village’s right to employ and utilize auxiliary or part-time police officers to the extent allowed by law. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.2. Probationary Period:

As established by the Village’s Board of Trustees and/or Board of Fire and Police Commissioners, the probationary period for Officers is twelve (12) calendar months in duration from the date of graduation from the Academy, or if no Academy training is required, twelve (12) calendar months from the starting date of employment date of employment. An exception shall apply to any officer who: (a) is certified as a full-time officer; (b) is hired as a full-time police officer after having completed a probationary period with the Village as a part-time police officer; and (c) has worked as a part-time police officer for the Village at least 1560 hours in the 24-month period immediately preceding his hire date as a full-time employee. In the case of a police officer who qualifies for this exception, the probationary period will be six (6) months

from date of hire as a full-time police officer. The exception shall be applied retroactively to officers who meet the criteria for the exception and who were hired on or after January 1, 2015.

The Chief of Police shall have the authority to extend the probationary period for a police officer, whether it be a normal probationary period or one established by means of the exception, for up to an additional six (6) calendar month period if in the Police Chief's opinion the extension is warranted. Nothing herein shall be construed to modify the Village Board of Trustees and/or Board of Fire and Police Commissioners' authority to set or modify probationary periods. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary police officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated, or as otherwise provided in this Agreement.

Section 1.3. Fair Representation:

The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

Section 1.4. Gender:

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5. Chapter Officers:

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President and Treasurer.

ARTICLE II **DEFINITIONS**

As used herein, the following definitions apply:

1. "Chapter" shall refer solely to Gilbert's Police Chapter #423 as certified by the Illinois Labor Relations Board in Case No. S-RC-143, dated August 12, 2005.
2. "Compensated Time" shall refer to hours actually worked by an employee subject to the terms herein as well as vacation time, but shall not include sick and personal time.
3. "Union" shall refer to the Metropolitan Alliance of Police.
4. "Village" shall refer to the Village of Gilberts.

ARTICLE III

MANAGEMENT RIGHTS

Section 3.1. Management Rights:

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures as defined in Police Standard Operating Procedures and/or the Village Personnel Manual; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause, probationary employees without cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Police Chief, or their authorized designees. It is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other natural or manmade catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the Village.

Section 3.2. Illinois Public Labor Relations Act:

This Article does not diminish or restrict the right of the Chapter to contest or negotiate any changes made by the employer in regard to wages, benefits or conditions of employment as described by the Illinois Public Labor Relations Act, except where agreed upon by both parties.

ARTICLE IV

LAYOFF

Section 4.1. Layoff:

Where there is an impending layoff with respect to the employees in the bargaining unit, the Employer shall inform the Chapter in writing no later than thirty (30) calendar days prior to such layoff, except under emergency circumstances. The Employer will provide the Chapter with the names of all employees to be laid off prior to the layoff. Probationary employees, temporary and part-time employees shall be laid off first, then employees shall be laid off in

accordance with their seniority. The employees with the least amount of seniority shall be laid off first.

No employee will be hired to perform or those duties normally performed by an employee while that employee is on layoff status.

Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the police department.

Section 4.2. Recall:

Employees who are laid off shall be placed on a recall list for a period of twelve (12) calendar months. If there is a recall, employees who are still on the recall list, and are still qualified to return to work as a police officer, shall be called in the inverse order of their layoff. The employees who are eligible for recall shall be given thirty (30) calendar day's notice of recall. Notice of recall shall be sent to the employee by certified registered mail, return receipt requested, with a copy to the Chapter President. The Chief of Police or his designee must receive written notice by the employee of his intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to respond to the recall notice within the required seven (7) calendar day period his name shall be removed from the recall list.

ARTICLE V **NO STRIKE CLAUSE**

Section 5.1. No Strike Clause:

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal or unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, picketing of any Village building, facility or work site, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 5.2. No Lockout:

The Village will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 5.3. Judicial Restraint:

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 5.4. Discipline of Strikers:

Any employee who violates the provisions of Section 5.1 of this Article may be subject to disciplinary action, up to and including discharge, and to statutory penalties. Any action taken by the Employer against any employee who participates in any action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

ARTICLE VI **COMPENSATION, OVERTIME AND HOURS OF WORK**

Section 6.1. Compensation:

Compensation of covered employees shall be paid according to Appendix "A" attached hereto and by reference incorporated herein. The corporal shall be paid at the starting sergeant step.

Section 6.2. Normal Work Hours:

The normal workday shall be eight (8) hours or twelve (12) hours, depending upon the Chief's discretion, shift format, and/or specialty assignments, and shall include a thirty (30) minute paid meal period and two (2) fifteen (15) minute paid breaks each shift, subject to emergency work duties. The normal work cycle shall be fourteen (14) days.

Any hours of compensated time during a normally scheduled 14-day work cycle that are in excess of eighty (80) hours for officers on eight (8) hour shifts, or eighty-four (84) hours for officers on twelve (12) hour shifts, shall constitute overtime and shall be paid (in cash or compensatory time, at the employee's election but consistent with Section 6.10) at the rate of one and one-half (1½) times the employee's current rate of pay. For purposes of this Agreement, "compensated" time does not include Sick Days or Personal Days taken less than seven (7) days in advance.

By mutual agreement, Sergeants, Corporals, and Police Officers currently are working 12-hour shifts. During the term of this Agreement, however, if the Chief of Police should determine that the 12-hour shift format has not met the operational needs of the Department, or has adversely affected the level of police services to the community, or has had severe economic consequences, or has resulted in unacceptable Sick Leave usage, or has diminished productivity or safety, the Chief shall have the right to discontinue the 12-hour shift format and revert back to the 8-hour shift format provided for or permitted by this Collective Bargaining Agreement. The reversion back to the 8-hour shift format must be reasonable and is subject to the grievance procedure. In the event that 12-hour shift employees revert to the 8-hour shift format, overtime for such employees shall be determined as provided above for officers on eight (8) hour shifts.

Section 6.3. Call Back:

An employee called back to work after having left work, or while otherwise off-duty, shall be compensated for a minimum of two (2) hours pay, unless the time extends to his/her regular work shift, in which case the employee will be compensated only for the actual time worked outside his regular shift, or one (1) hour, whichever is greater. The minimum shall be paid at the affected officer's applicable straight or overtime rate of pay, depending upon circumstances. If the employee who is called back works for more than two (2) hours, he shall be compensated for the actual time worked.

Section 6.4. Overtime:

All covered employees are eligible for overtime compensation. Overtime policies shall be in compliance with Section 533.230 of Title 29 of the Code of Federal Regulations. No employee shall receive overtime until he/she has worked his/her scheduled 84 hours in a two-week pay period including "Compensated Time" as defined in Section 6.2.

When overtime assignments for full "SHORT SHIFTS" (defined as full duty shift which is below minimum manpower standards and requires the continuation of an on-duty Police officer covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an Officer to work, the Officer shall be chosen by reverse seniority. Provided, however, no Officer shall be ordered to work more than one (1) shift holdover within three (3) consecutive calendar days unless the officer agrees to do so.

Employees will be paid overtime compensation for attending school or training sessions where attendance is required by the Village and is not scheduled during their normal work hours and/or shift, providing that they have met the forty (40) hour work week.

All overtime shifts that arise will be offered to full-time officers equal in rank first based on seniority, unless another full-time officer can hold over from the shift prior.

Section 6.5. Court Time:

Any employee who is required to appear in court on behalf of the Village on off-duty hours shall be compensated for a minimum of three (3) hours pay at the officer's applicable straight or overtime rate of pay, depending upon the circumstances, unless the time extends to time worked outside his/her regular shift. The Village may provide a department vehicle if one is available. If no vehicle is available, the Village will pay mileage at the applicable IRS rate, only to the extent that the personal vehicle mileage exceeds that of the round trip mileage from the affected officer's home to the Village Police Department.

Section 6.6. Work Breaks:

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

Section 6.7. Shift Assignments:

An Employee shall be permitted to exchange shifts with another Employee subject to the approval of the Chief of Police or his designee. Employees shall be permitted to exchange shifts provided that all of the following conditions are met:

1. The change does not result in additional overtime compensation being paid to any of the Employees involved in the shift change.
2. The Employee changing shifts will forfeit seniority for vacation picks only on the new shift.

Section 6.8. Meetings:

Any Employee required to be at a departmental meeting during their non working or non shift hours shall be compensated for actual time attending said meeting with a minimum of two hours (2) of compensation at the officer's applicable pay rate or overtime rate of pay as long as the 40 hour work week is met.

Section 6.9. Acting Sergeant Compensation:

Patrol Officers assigned as Acting Sergeant for ten (10) or more consecutive work days in any thirty (30) calendar day period shall be compensated at the starting sergeant's pay rate for all hours so worked.

Section 6.10. Compensatory Time:

In lieu of overtime pay in accordance with Sections 6.2 and 6.4, an employee may earn compensatory time. Compensatory time shall be earned at a rate equal to one and one-half (1½) of the regular base pay hours for each overtime hour worked over the pay period. No employee shall be permitted to receive compensatory time except with the written permission of the Chief or his designee.

An employee may accrue and bank up to a maximum of eighty-four (84) hours of compensatory time. Once the eighty-four (84) hour limit on compensatory time accumulation has been reached, all overtime worked in excess of that limit shall be compensated by overtime pay. On April 30 of each year, all compensatory time in each officer's bank shall be converted to overtime and paid out as part of the officer's next paycheck.

Scheduling for compensatory time off shall be at the discretion of the Chief of Police or his designee.

Section 6.11. Specialty Pay for FTO Duties:

An officer assigned as a field training officer (FTO) shall be compensated at the rate of one (1) hour of overtime pay or compensatory time off for each full shift during which he serves as an FTO for a probationary officer. In order for an officer to be eligible for this specialty pay

provision, the officer must be a certified FTO. Sergeants are not eligible for FTO pay, inasmuch as that training responsibility is an essential job function of the rank of Sergeant.

ARTICLE VII

CHAPTER SECURITY AND DUES CHECK-OFF

Section 7.1. Fair Share:

During the term of this Agreement, any full time Police Employees who are not members of the Chapter shall, commencing thirty (30) calendar days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the full time employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

Section 7.2. Dues Deductions:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) calendar days after the deductions have been made.

Section 7.3. Indemnity:

The parties agree that in the event of a legal challenge to the Fair Share Agreement, the Union will bear the entire burden of defense, provided that the City does not initiate or prosecute such a legal challenge.

Section 7.4. Revocation of Dues:

A Chapter member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time upon thirty (30) calendar days' notice.

Section 7.5. Bulletin Boards:

The Village shall provide the Chapter with designated space on a bulletin board, for posting of Chapter announcements, seniority roster, and other items of legitimate Chapter business that are non-inflammatory and non-political in nature. The Chief of Police or his designee may remove posted items, which he reasonably believes to be inflammatory or political in nature.

Section 7.6. Labor-Management Meetings:

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held between no more than two (2) Chapter representatives and responsible representatives of the Employer. The Village in its sole discretion shall determine its representatives at such meetings. Such meetings will be held at least twice annually, and additional meetings will be held if mutually agreed between the Chapter and the Employer. Such meetings may be requested by either party at least fourteen (14) calendar days in advance by delivering a written request to the other for a "labor-management meeting" and providing the agenda for such meeting. Such meetings, times and locations shall be limited to all of the following conditions:

- a) discussion on the implementation and general administration of the Agreement;
- b) sharing of general information of interest to the parties; and
- c) safety issues.

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

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Employer.

ARTICLE VIII **VACATION**

Section 8.1. Eligibility and Allowances:

All employees shall be eligible for paid vacation time after the completion of 1 year of continuous full-time employment.

Section 8.2. Scheduling:

Employees shall be allowed to take accrued vacation time according to the Village Personnel Manual in accordance with Police Department manpower requirements, and on the basis of their seniority. Sign up for annual vacations will be according to Police Department policy. A sign-up sheet will be posted providing each employee a date on which to select vacation. Dates will be selected in increments of one (1) day at a time. Vacation will be assigned according to seniority by rank, with the most senior employee within rank being assigned the first date. Employees may not sign-up prior to their assigned date unless all employees ahead of them have either signed up or waived their selection. Employees who miss their sign-up date may sign-up at their earliest opportunity, however, no bumping will be allowed. Employees not selecting their vacation during the sign-up period may still request vacation at any time, however, no bumping will be allowed. No vacation days may be taken without prior notice to and approval of the Chief of Police.

Unused earned vacation days may be taken at any time during the ~~calendar~~ fiscal year in which they are earned. Subject to the approval of the Chief or his designee, a maximum of forty (40) hours may be carried over to the following calendar year but the employee must use the vacation days in the first quarter of the Villages fiscal year (starting May 01) or the vacation days will be paid out to the employee. In no event shall an employee be paid for more than one-half (1/2) of his annual vacation time. Subject to Chief's approval, Employees may take two (2) vacations, earned in different years, back to back.

Vacations selected during the initial bid period shall have priority over all other leave time and training. Vacations taken in five (5) or more consecutively scheduled work day intervals will be allowed to include the officer's regularly scheduled days off, occurring immediately before and after such vacation.

Section 8.3. Accrual Schedule:

Vacation leave shall be earned during the Village's fiscal year, May 01 to April 30, of the following year. Vacation sign-up shall begin in January of each calendar year and officers may register for vacation before it is earned, but no vacation can actually be taken until after it is earned. Vacation can be taken at the following rates:

For less than one (1) year of service	-0-
Following completion of one (1) year of service	40 hours
Following completion of 2 nd , 3 rd & 4 th years of service	80 hours
Following completion of 5 th through 11 th years of service	120 hours
Each anniversary following and including the 12 th year	160 hours

Section 8.4. Accumulation:

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

Section 8.5. Village Emergency:

In case of an a natural or civil emergency, the Village President or the Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

ARTICLE IX **HOLIDAY AND PERSONAL TIME**

Section 9.1. Holiday:

Holiday recognition and designation shall be set by the Village alone. Effective upon execution of this Agreement, the following ten (10) days are holidays with pay for all employees of the Gilberts Police Department:

New Years Day
President's Day
Memorial Day
Thanksgiving Day
Christmas Eve Day

Independence Day
Friday Before Easter
Labor Day
Day After Thanksgiving
Christmas Day

Section 9.2. Holiday Pay:

- a. As each of the holidays listed in Section 9.1 is observed, each Officer covered by this Agreement, whether he works the holiday or not, shall receive twelve (12) hours at the Officer's base rate of pay as holiday pay. The hours used to calculate holiday pay do not count as actual hours worked for the purposes of calculating overtime.
- b. An Officer scheduled to work on a recognized Village holiday shall do so, unless the Officer is using approved benefit time. An Officer who is working on the designated holiday shall be paid at his regular rate. For the purposes of calculating overtime within a pay period, hours worked on a holiday shall count the same as time worked on any other shift.

Section 9.3. Personal Time:

Effective May 1, 2007, each full time employee with one or more years of service on the active payroll as of the beginning of a fiscal year are entitled to three eight (8) hour days (24 hours) of personal time off with pay during the fiscal year. Employees with less than one year but more than six months of service will receive two eight (8) hour days (16 hours); employees with less than six months will receive one eight (8) hour day (8 hours). Said time shall not be charged against vacation time or sick time.

To be eligible, an employee must schedule the personal time and receive the approval of the Police Chief. Such requests to schedule personal time off shall not be unreasonably denied and, except in an emergency, shall be made a minimum of seven (7) calendar days ahead of time, or at the discretion of the Police Chief.

The personal leave day must be used by the end of the fiscal year or it will be lost; it cannot be carried over from year to year and is not reimbursable.

ARTICLE X **LEAVE OF ABSENCE**

Section 10.1. Absence from Work:

All absences from work must be reported to the Supervisor in charge at least two (2) hours prior to assigned working shift. A late report of illness may be accepted and approved by the Police Chief or his designee. Failure to report an absence at least two (2) hours prior to the start of the normally scheduled shift is subject to disciplinary action.

Section 10.2. Sick Leave:

Sick leave with pay is provided as a benefit in recognition that people do contract various illnesses from time-to-time, that their financial resources may be diminished in such instances, if pay is discontinued, and that it may not be in their best interest or health or the health of fellow employees for them to work while sick. Any covered officer on sick leave shall take whatever steps are medically necessary to remedy his or her condition.

The Chief of Police may require any covered employees to submit written physician verification of treatment and that the employee is fit to return to work for any absence from work for illness of three (3) consecutive work days or more. The Chief of Police may also require such verification at any time he reasonably believes that an abuse of sick leave is taking or has taken place.

An employee shall be entitled to sick leave due to any one of the following:

- a. Personal illness or physical injury;
- b. Quarantine of an employee by a physician;
- c. Illness or injury of an immediate family member of the employee (an immediate family member shall be a spouse, parent, child, brother, sister, mother-in-law and father-in-law, when that person resides with the employee or it can be shown that the employee's presence is necessary);
- d. Any purpose within the guidelines of the Family Medical Leave Act if applicable
- e. Where an employee is unable to schedule a medical or dental appointment outside normal working hours, he/she may utilize sick leave for such purpose, subject to the approval of the Chief of Police.
- f. To extend funeral leave

Section 10.3. Sick Leave Accrual and Usage:

The Department Sick Leave Benefit shall be accrued at a rate of eight (8) hours per month (96 hours per year), with a maximum accrual of 564 hours.

All employees covered by this agreement shall retain all current accrued but unused sick leave. Sick pay shall begin to accrue from the date of employment but shall not be taken until after six (6) months of employment. Sick time may be used in increments of at least one (1) hour.

Section 10.4. Sick Leave Incentive:

Employees may transfer credit of earned sick days to another employee with the approval of a committee comprised of two persons designated by the Union (from members of the bargaining unit), Chief of Police and one person designated by the Village. The committee may grant a transfer request only if the following criteria have been met:

1. the affected employee has exhausted all of his own sick leave;
2. the affected employee has a serious illness as determined by the committee;

3. the total of donated hours to any affected employee shall not exceed 320 hours in any calendar year; and
4. any transferring employee has not donated more than forty (40) sick leave hours in any calendar year, and will not, after such transfer, be left with less than 240 hours of accrued sick leave.

Section 10.5. Funeral Leave:

Any employee covered by this Agreement shall be entitled to three (3) paid day's funeral leave upon the death of a member of the employee's immediate family. The Employee must notify the Police Chief as soon as possible prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent, or any relative residing in the Employee's residence for at least ninety (90) calendar days preceding death.

Section 10.6. General Leave of Absence:

Any leave of absence for any purpose other than those covered in this Article is subject to the Village Board and/or the Fire and Police Commission rules, if applicable, and to the approval of the Chief of Police, according to Village Policy. Any unauthorized absence from work shall be cause for disciplinary action.

Section 10.7. Military Leave:

The Village will comply with all applicable State and Federal laws concerning military leave.

Section 10.8. Jury Duty:

Police Officers are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of servicing on Jury Duty shall be signed over to the Village. A police officer assigned to a shift other than the midnight shift who is called for jury duty on a scheduled work day, but is not selected for service on a jury, shall, if more than three (3) hours are remaining on his/her tour of duty, report for duty without unreasonable delay of being released from jury duty. A police officer will be paid his/her regular compensation for such service provided that he/she reports for duty as set forth herein. Should an officer fail to report for duty as specified herein, he shall be paid his/her regular compensation only for those regularly scheduled duty hours during which he was required to appear at the location specified for jury duty.

Section 10.9. Maternity / Paternity Leave:

A pregnant Employee may work up until the birth of the baby as long as she has her physician's permission and as long as her condition does not interfere with her work. This permission must address all of the following:

- a) Must be in writing stating the anticipated date of beginning leave;
- b) Must indicate the employee's ability to perform assigned duties and any medical restrictions upon the employee's activities, and
- c) Must be filed with Chief of Police prior to taking Maternity / Paternity Leave.

After the first trimester, a pregnant employee must submit such written permission indicating that the employee is medically able to continue to work, after each appointment with her physician. A pregnant employee may be required to purchase, at her own expense, a maternity police uniform.

A pregnant Employee will utilize, in the following order, available leave time while absent prior to, during or after the birth of her child: unused personal days, accrued sick leave, and accrued vacation time. An employee will be eligible for a leave without pay, as specified in the Family and Medical Leave Act (if applicable), after the previously listed time is exhausted. However, the maximum length of leave time, including accrued paid leave time and leave pursuant to the Family and Medical Leave Act, (if applicable) shall not exceed twelve (12) weeks.

An employee may utilize accrued paid leave time for paternity leave before, during or after the birth of the employee's child, for the purpose of assisting or caring for his child, children or his spouse, (if she is incapacitated for maternity reasons), up to a maximum of four (4) calendar weeks. However, the maximum length of leave time, including accrued paid leave time and leave pursuant to the Family and Medical Leave Act, (if applicable). Nothing in this Section shall be construed to limit an employee's rights under the federal Family and Medical Leave Act, (if applicable).

ARTICLE XI

EDUCATION BENEFITS

Section 11.1. On-Duty Training:

Police Employees attending training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing IRS rate mileage allowance for the use of their own vehicle. An employee who attends a police-related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay for each hour spent in said seminar. Full time employees attending training away from the department shall be compensated for travel time for all hours traveled when the location of the training is outside the Village limits of the Village of Gilberts. Full time employees attending special schools or training academies outside of the Village shall be allowed to utilize a police department squad, when available, for travel to and from the school or academy.

Section 11.2. Scheduling of On-Duty Training:

Employees assigned to training shall be given as much notice as practicable, through posting of shift schedules and/or individual notices or memoranda to the affected employees.

Section 11.3. Educational Reimbursement:

The Village will make reimbursement for college tuition, required books or class materials for accredited courses directly related to the employee's position with the Village, (or necessary prerequisites for a program of study related to the employee's position with the Village), as set forth below:

Grade of A or 4.0 on a 4.0 scale - 90% reimbursement of costs identified above
Grade of B or 3.0 on a 4.0 scale - 80% reimbursement of costs identified above
Grade of C or 2.0 on a 4.0 scale - 75% reimbursement of costs identified above
Grade lower than C – no reimbursement of any costs

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to and from the school is the responsibility of the student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non working hours and as such not payable by the Village.

Tuition reimbursement pursuant to this section shall not exceed \$1,500.00 per year or \$5,000.00 lifetime per officer. If the Village makes any educational reimbursement, the employee receiving such benefit must commit in writing to continue to work for the Village for twelve (12) calendar months beyond the end date of his/her class. If he/she resigns or retires, all monies paid for tuition and expenses within the previous twelve (12) calendar months must be refunded to the Village within thirty (90) calendar days of the Employee's departure. If the employee departs employment within six (6) months of completion of his/her classes, the employee shall be responsible for repayment all expenses paid for by the Village at a rate of 100% of the expenses. In this case all monies paid for tuition and expenses must be refunded to the Village within thirty (30) calendar days of the Employee's departure

Section 11.4. Travel and Meeting Expense Allowances:

The Village shall, upon the Chief's approval, reimburse Police Employees for professional conferences and training seminars lasting five (5) or more hours, including meals and lodging for such training and/or seminars, subject to village guidelines as established in the Village Personnel Manual.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Employees if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Employees or their specifically designated representatives.

Subject to guidelines as set forth in the Village Personnel Policy, a Police Employee wishing to attend a conference or gathering at his expense must receive a specific approval of the Chief of Police to be away from his or her regular duties.

Any Police Employee attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village Treasurer will not reimburse expenses which are not documented or which are unreasonable, subject to the guidelines as established in the Village Personnel Manual.

As described by this section, the guidelines as established in the Village Personnel Manual are intended to describe the procedure for obtaining this reimbursement, and not to limit this benefit.

Section 11.5. Probationary Police Officers and Reimbursement of Training Costs:

- A. Satisfactory completion of twelve (12) months of probationary employment, following graduation from the police academy, is required of all probationary police officers before a regular appointment to said position is made.
- B. Within the first twelve (12) months of employment, each probationary police officer who has not already done so must attend and satisfactorily complete a Basic Law Enforcement course of instruction, of which the content, duration, and criteria for receiving a final passing grade must and shall be approved and certified by the Illinois Local Governmental Police Officers Training Board. The cost of that course includes training, uniforms, tuition and travel. The Village will pay that amount on behalf of the probationary police officer, and that payment shall be considered a loan to the probationary police officer.
- C. Each probationary police officer who has not already done so must, as soon as is practically possible following the initial appointment, must successfully complete the mandatory course of instruction of firearms use and proficiency, as well as the mandatory physical fitness proficiency standards tests. Said courses are those which are approved and certified by the same training board mentioned above.
- D. In the event that the probationary police officer chooses to leave the employment of the Village of Gilberts Police Department prior to completing a total of six (6) calendar months of service with the Village, he/she will reimburse the Village for all expenses advanced for the officer's attendance at the Basic Law Enforcement, the firearms courses and physical fitness tests (tuition, travel and incidental expenses, excluding any reimbursement the Village may receive), equipment, specialized training and uniforms.
- E. Should a probationary police officer resign after six (6) calendar months of service but before completion of twenty-four (24) calendar months of service, he/she will reimburse the Village 150% of the loan advance. The repayment the loan shall be at a prorated amount of the costs described in paragraph "B" of this Section, with a credit of 1/24th of the total amount for each month of service.

- F. In the event that the probationary police officer is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period set forth in this Section shall be extended accordingly.
- G. If the employment terminates due to a disability, illness or injury or death no repayment of the loan will be required.
- H. The full and complete repayment of the loan will be made to the Village within thirty (30) calendar days after the undersigned has left the employment of the Village. The Village reserves the right to pursue attorney fees and court costs incurred in the enforcement of this Section.

Section 11.6. Scheduling of Training:

All opportunities for training shall be posted on the Chapter bulletin board for sign-up. Every employee shall be afforded a minimum of forty (40) hours per year.

ARTICLE XII **GRIEVANCE PROCEDURE**

Section 12.1. Definition:

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of members shall be subject to the jurisdiction to the grievance procedure to the extent and under the circumstances provided for in Article XIV. Any time period provided for under the steps in the grievance procedure may be extended or contracted by mutual agreement.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance presented in writing to the Chief of Police within ten (10) calendar days. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor and Chapter Representative within ten (10) calendar days after receipt of the grievance from the employee. The Chief of Police shall then render a written decision, based on the supplied information during the meeting, and shall deliver said decision to the grievant, within ten (10) calendar days of the meeting. Written communication can replace a meeting between the Chief of Police and the employee involved in the grievance if the parties mutually agree. Such communication must be presented to the Chapter Representative to be forwarded to the Chief of Police.

STEP TWO: If the grievance is not adjusted in Step One, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within ten (10) calendar days of the receipt from the Chief of Police of his response in Step One. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of

such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Administrator, or his designated representative, shall give the grievant the Employer's answer in writing within ten (10) calendar days following their meeting.

STEP THREE: If the Chapter is not satisfied with the decision of the Village Administrator, the Chapter may appeal the grievance to arbitration by notifying the Village President and the Village Board of Trustees in writing within ten (10) calendar days after receipt of the Village Administrator's response in Step Two. Grievances will not be submitted for arbitration unless it is sponsored or backed by Union. Within ten (10) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step One of this grievance procedure.

In the case of a grievance concerning an error in scheduling where the grievance is upheld, the Village will compensate the employee affected for money lost because of said error in scheduling.

Section 12.2. Fees and Expenses of Arbitration:

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided, however,

that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 12.3. Forms:

The Union shall furnish mutually acceptable grievance forms, which shall be used by both parties.

Section 12.4. General Rules:

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

Section 12.5. Notice of Chapter Representation:

The Chapter shall certify to the Village the names of those employees who are designated as representatives (stewards) for each shift and the Investigations Division. These employees shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

Section 12.6. Rights of Chapter:

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

ARTICLE XIII **NON-DISCRIMINATION**

Section 13.1. Non-Discrimination:

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps, or Chapter membership.

The above section shall be subject to the grievance procedure up and through Step 3, but shall not be subject to arbitration under the grievance procedure.

Section 13.2. Chapter Activity:

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

ARTICLE XIV **DISCIPLINE**

Section 14.1. Procedure of Discipline:

If the Village has reason to discipline an employee, it will document the disciplinary action in writing and make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

All complaints regarding an employee's alleged behavior or wrongdoing will be investigated, regardless of the source of the complaint. All initial complaints will be taken by any member of the Gilberts Police Department, who will make a written record of the complaint and report it to the appropriate supervisor, according to Gilberts Police Department policy. Affected employees shall be notified promptly when the Chief of Police has determined that an internal investigation has been completed. No employee will be disciplined based solely upon a single anonymous, unverified allegation of wrongdoing.

Section 14.2. Disciplinary Authority:

Part 1. Chief's Authority. The Chief of Police shall have such disciplinary authority as is inherent in his position, plus the disciplinary authority:

- (1) To discharge Sergeants, Corporals, and Police Officers (hereinafter, "officers") under his command, or to issue disciplinary suspensions of officers. Such disciplinary action shall be deemed final, subject only to an appeal of the disciplinary action in accordance with the provisions of this Section; and
- (2) To suspend an officer with pay pending an investigation for such time as is necessary to complete the investigation. Such disciplinary action shall not be deemed final until the investigation to which it relates is completed, at which time the officer shall have the right to file a grievance with respect to resulting or aggregate disciplinary action, including discharge.

Part 2. Probationary Officers. Probationary officers may be discharged or otherwise disciplined without recourse to the grievance procedure. No grievance or other appeal may be filed or processed under this Agreement or any Village ordinance or procedure with respect to the discipline or discharge of a probationary officer.

Part 3. Disciplinary Grievances. If a non-probationary officer elects (with the approval of the Union) to file a grievance as to a disciplinary suspension or discharge imposed upon him, the grievance shall be processed in accordance with Article XII of the Agreement, except as

provided herein.

Oral reprimands and written reprimands are grievable, and may be processed through the grievance procedure, but are not appealable to arbitration or to the Gilberts Board of Fire and Police Commissioners.

A grievance relating to a discharge or a suspension issued pursuant to Part 1 of this Section shall be filed at Step Two of the procedure. In the event that a disciplinary grievance so filed is appealed beyond Step Two, the officer shall have the right to make an irrevocable election (with the approval of the Union) to have his grievance heard by an arbitrator pursuant to Step Three of the procedure or by the Gilberts Board of Fire and Police Commissioners. If the officer elects to have his grievance heard by the Board of Fire and Police Commissioners, a notice of appeal to the Board of Fire and Police Commissioners must be filed in lieu of the filing of a notice of arbitration within the ten (10) calendar day time period provided by Article XII, Step Three. Such election of appeal either to arbitration or to the Board of Fire and Police Commissioners, once it is submitted in writing and signed by the officer and the Union, shall be final and may not be changed except to withdraw the grievance.

Part 4. Finality of Decision and Judicial Review. An arbitrator's decision with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to an appeal in accordance with the provisions of the Uniform Arbitration Act, as provided by Section 8 of the IPLRA, 5 ILCS 315/8. A decision by the Board of Fire and Police Commissioners with respect to a disciplinary suspension or discharge, if rendered in accordance with the terms of this Agreement, shall be final and binding on the officer, the Union, and the Village, subject only to administrative review as provided by the Administrative Review Law, 735 ILCS 5/3-101, et seq.

Part 5. Exclusivity of Disciplinary Procedures. This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15, the provisions of this Article with respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

Part 6. Disciplinary Procedure Savings Clause. Should any provision of this Article XVI be found by a court of law or the Illinois Labor Relations Board to be unlawful, unenforceable, or not in accordance with applicable constitutional provisions, laws, statutes, and/or regulations of the United States of America and/or the State of Illinois, the rights and procedures afforded to employees with respect to disciplinary action shall be those provided by 65 ILCS 5/10-2.1-17 until or unless a different provision is instituted pursuant to good faith negotiations conducted pursuant to Article XXIII of this Agreement.

Section 14.3. Discipline:

The Employer agrees with the tenets of corrective and progressive discipline. Members may only be disciplined for just cause.

Section 14.4. Written Reprimand:

In cases of written reprimand, the employee will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The employee's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

Section 14.5. Personnel Files:

The Village agrees to abide by the lawful requirements of the Personnel Review Act Compiled Statutes, 820 ILCS 40/.01 *et seq.*

Section 14.6. Safety Standards:

Employees are expected to maintain the highest level of safety and care. Employees involved in accidents (including but not limited to accidents involving Village vehicles) shall have the right to be present at any investigatory or disciplinary hearing in this regard. This hearing shall be held during the Employee's regular work hours.

ARTICLE XV **INVESTIGATIONS CONCERNING OFFICERS**

Section 15.1. Right to Investigate:

The Village agrees to abide by the lawful requirements of the "Uniform Peace Officer's Disciplinary Act", Illinois Compiled Statutes, 50 ILCS 725/1 *et seq.*

Section 15.2. Right to Representation:

All employees covered by this Agreement who are required to submit to an interview in which allegations of misconduct might result in discipline in which the employee being interviewed is alleged to have committed some act of misconduct which might be subject to discipline, shall be entitled to representation. Said employee shall be entitled to be represented by a Chapter representative employed by the Gilberts Police Department or Metropolitan Alliance of Police attorney if that employee so chooses. The parties recognize that a representative present during such an interview does not have the right to present evidence or argument on behalf of the affected employee, and that neither the affected employee nor the representative may interrupt or interfere with the interview except to the extent allowed by state law. Interviews shall be scheduled at times and places mutually agreeable between the parties, and neither party shall conduct themselves so as to unduly delay the completion of any requested interview.

Employees required to submit to an interrogation shall be entitled to all rights accorded under the Uniform Police Officers Disciplinary Act, 50 ILCS 725 *et seq.* and to the rights commonly referred to as "Weingarten Rights."

Section 15.3. Status of Investigations:

The Village agrees to periodically inform any employee covered by this Agreement of the ongoing status of any investigation concerning the affected employee pursuant to this Article. Such information shall be provided to the employee thirty (30) calendar days following the date of any formal interrogation/interview, and shall be provided each thirty (30) calendar days thereafter.

ARTICLE XVI
HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE

Section 16.1. Health Insurance:

The Village shall continue to make available to all employees covered by this agreement health insurance substantially similar to the coverage which is offered to all regular, full-time management and unrepresented Village employees. Employee shall pay 15.9% of the monthly premium for HMO coverage, and 23.5% of the monthly premium for PPO coverage. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

The Village reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to those being offered regular, full-time management and unrepresented Village employees. In the event the Village changes coverage, all Employees will be covered to the same extent as all other regular, full-time management and unrepresented Village employees.

Section 16.2. Life Insurance:

The Village shall supply each Employee with term life insurance with a face amount of \$25,000.

Section 16.3. Continuation of Benefit:

When an employee is killed or disabled in the line of duty, the Village will provide health coverage benefits as set forth in 820 ILCS 320/10.

Section 16.4. Section 125 Cafeteria Plan:

The Employer agrees to establish a Section 125 (IRS Code) Cafeteria Plan which includes a flexible spending account to provide coverage under which specified, incurred expenses may be reimbursed, including expenses not reimbursed under any other health plan and dependent care assistance programs.

Employer contributions to the cafeteria plan are to be made pursuant to a salary reduction agreement between the employer and the covered employee in which the employee agrees to contribute a portion of his salary on a pre-tax basis to pay for the qualified benefits. Such participation shall be voluntary by the employee.

Section 16.5. Dental Insurance:

The Village shall offer Dental Insurance through Blue Cross/Blue Shield (PPO) for covered employees and their families, and shall provide such insurance so long as a sufficient number of covered employees have enrolled. The employee shall pay twenty percent (20%) of the premium or premium equivalent for the coverage selected, through payroll deductions.

ARTICLE XVII **UNIFORM BENEFITS**

Section 17.1. Benefits:

Employees starting employment with the Police Department shall be equipped with uniforms and equipment by the Village in accordance with the list described in Appendix "C" which is attached hereto and part of hereof. Equipment and uniforms issued to new employees will be returned to the Village if the employee terminates his employment or is terminated.

All covered employees shall be entitled to uniform and equipment replacement pursuant to the existing "quartermaster" system. Covered employees are entitled to up to \$650.00 per year in expenditures per calendar year for uniforms and equipment items under the quartermaster system. All old and/or used uniforms and equipment shall be turned in prior to disbursement of new uniforms and equipment.

The Chief will determine the style and make of all prescribed uniforms and equipment.

Section 17.2. Damage to Uniforms or Property:

Any issued uniform or issued equipment damaged in the line of duty and without negligence of the Police Employee involved shall be repaired or replaced by the Village at its expense upon return to the Village. Damage or destruction of eyeglasses or contact lenses, occurring on duty, shall be replaced or repaired by the Village at its expense, up to a maximum of \$250.00 per year. Damage or destruction to watches, occurring on duty, shall be repaired or replaced by the Village at its expense with a maximum of \$50.00 per year. Affected employees must provide receipts for repair or replacement of items pursuant to this Section. Payment pursuant to this Section shall not include reimbursement for eye examinations required prior to the replacement of eyeglasses or contact lenses. All old uniforms and/or property shall be returned to the Village prior to disbursement of new uniforms and/or property

Section 17.3. Vests:

The Village agrees to provide each covered employee a bullet proof-vest, at the Village's expense. The Village agrees to replace said vest after five (5) years of continuous use (or pursuant to the manufacturer's recommendation), at no cost to the Employee. The Chief of Police reserves the right to approve the vendors for replacement vests. The Chief of Police reserves the right to promulgate rules and regulations relating to the use and wearing of vests pursuant to this Section. Except in emergency situations and to protect and insure the safety of its officers, the Village will be required to purchase no more than five (5) bullet-proof vests in any one fiscal year.

ARTICLE XVIII

OFF DUTY EMPLOYMENT

Section 18.1. Employment Outside Department:

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Employees may be allowed to engage in off duty employment, subject to the prior written approval of the Chief of Police or his designee. Such approval shall not be unreasonably denied. No employee shall be allowed to wear his Gilberts' police uniform while in the service of another employer except with the written permission of the Chief. No outside employment shall interfere with the regular duties of any employee, nor shall said outside employment include any activity which could negatively reflect on the Village.

Section 18.2. Extra Duty Details:

When the Department posts an extra duty detail, Employees with seniority will have first choice to fill those positions. Any requests of the Police Department for extra duty details will be forwarded to the Chief of Police. Any employee who works an extra duty detail shall be paid one and one-half (1 ½) times the employee's current hourly rate of pay for all hours worked on the detail, unless said detail falls on a holiday at which time the rate will be double his hourly rate of pay. Part-time officers shall not be eligible for extra-duty details until all full-time officers are granted the opportunity to accept or refuse such details.

ARTICLE XIX

SENIORITY

Section 19.1. Seniority:

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as an employee's length of continuous full-time service with the Village since the employee's last date of hire. Within each rank, length of continuous service in that rank since appointment to the rank shall determine relative seniority between members of that rank, rather than the employee's total service with the Village.

Section 19.2. Determination of Seniority:

Seniority shall be determined by Police Employees length of service within as described in Section 18.1. Time spent in the armed forces or on military leave of absence, time absent from work on family medical leave, sick leave, and time absent from work due to work-related duty disability, not on disability pension, shall be included. Time absent from duty when on suspension in excess of twenty (20) days, or when absent without authorization or for any other purpose shall not be included.

Section 19.3. Maintenance of Seniority List:

A current and up-to-date seniority list showing the names and length of service of each Police Employee shall be maintained for inspection by members and shall be updated on an

annual basis. This list is contained in Appendix "B" which is attached hereto and made part hereof.

Section 19.4. Forfeiture of Seniority:

An employee shall forfeit his seniority rights upon separation from service due to dismissal, layoff or retirement. Accumulated seniority rights shall be reinstated provided that any employee who has a break in service of more than one year must successfully complete a retraining program and a physical test prescribed and approved by the Chief of Police at the Village's expense, and under any one or more of the following conditions:

1. An employee retires due to disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
2. An employee is dismissed and later reinstated by a court of competent jurisdiction.
3. An employee is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

ARTICLE XX **LIGHT DUTY**

Section 20.1. Work Schedule for Light Duty:

Any Employee who is injured or is otherwise unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work existing and available light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. Light duty shall consist of those tasks assigned by the Chief of Police. When more than one employee seeks a light-duty assignment, preference for such assignment shall be given to an employee who was injured in the line of duty over another whose inability to perform regular duties did not arise from the performance of his duties. Nothing in this section shall be construed to create an obligation on the Village to create or designate work which might be considered to be "light duty." The Village and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

ARTICLE XXI **GENERAL PROVISIONS**

Section 21.1. Chapter Employees:

Authorized representatives of the Metropolitan Alliance of Police shall be permitted to visit the Department during working hours to talk with employees of the local Chapter and/or representatives of the Employer concerning matters covered by this Agreement, as long as it does not disturb the normal operational activities. It is understood that this is to be with the

expressed approval of the Chief of Police and exercised at his sole discretion and shall not be unreasonably withheld.

Section 21.2. Immunization and Inoculations:

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where, in determination of the Chief of Police, said employee has been exposed to said disease in the line of duty.

Section 21.3. Killed in Line of Duty Benefit:

The employer agrees to pay Fifty Thousand Dollars (\$50,000.00) to the immediate family of any bargaining unit employee who is killed in the line of duty. This one time payment is an expression of financial support to the family to offset funeral and miscellaneous expenses of the employee.

Section 21.4. Medical Evaluations:

Prior to participation in the annual physical fitness evaluation, employees will undergo such medical and vision testing, screening and/or evaluation, as the Village deems appropriate to ensure the employee's medical capacity to undergo the physical fitness evaluation without undue risk. The medical evaluation will be provided by a vendor or vendors of the Village's choice, at Village cost.

Section 21.5. Fitness Examinations:

If there is any question concerning an employee's fitness for duty, or fitness to return to duty after an absence, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village. Such an examination shall be required for any employee who has been performing other than his regular duties or has been on administrative leave following a "critical incident," (e.g., officer-involved shooting).

Section 21.6. Residency:

The parties recognize that the Gilberts Village Board and/or Board of Fire and Police Commissioners have currently established a residency limit of 30 miles from the Village of Gilberts. The parties agree that, should the Village Board and/or Board of Fire and Police Commissioners act to reduce the current residency limit for current members of the bargaining unit, the Chapter may reopen negotiations over the issue of residency requirements for bargaining pursuant to the provisions of the Illinois Public Labor Relations Act.

Section 21.7. Solicitation:

While the Village acknowledges that bargaining unit employees may conduct solicitation of Village of Gilberts merchants, residents or citizens, the Chapter agrees that no bargaining unit

employee will solicit any person or entity for contributions on behalf of the Village of Gilberts Police Department or the Village of Gilberts.

Bargaining unit members agree that the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "Village of Gilberts Police Department" in their name or describe themselves as the "Village of Gilberts." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 21.7 does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

ARTICLE XXII

DRUG AND ALCOHOL TESTING

Section 22.1. Recognition:

For purposes of this Section, the term "employee" includes all bargaining unit members. It is the policy of the Village of Gilberts that the public has the absolute right to expect persons employed by the Village in its Police Department to be free from the effects of drugs and alcohol. The Village, as the employer, has the right to expect from its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such a manner as not to violate any established constitutional rights of the employees of the Police Department.

Section 22.2. Prohibitions:

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol at any time and at any place while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (c) Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that the employee may be taking.

- (d) Ingestion or illegal possession of a prescription drug which has not been prescribed to the employee, or the use of prescribed drugs for other than prescribed purposes.
- (e) Testing positive for illegal drugs at any time or for being under the influence of alcohol while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.
- (f) Failing to notify the Chief of any criminal drug statute conviction no later than 5 days after such conviction.

Section 22.3. Drug Testing Permitted:

Where the Village has reasonable suspicion to believe that an employee's work performance is adversely affected because the employee is under the influence of alcohol or the abuse of prescription drugs or has used illegal drugs, the Chief of Police or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village also may test employees on a random basis with no employee being tested more than two (2) times per year. The employee shall be informed of his or her right to Chapter representation, and shall be entitled to such if so requested. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for person seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department. Testing shall not be delayed by reason of the employee's inability to consult with legal counsel or a Chapter representative. An employee's failure to submit to a drug test can result in discipline or termination.

Section 22.4. Order to Submit to Testing:

The Chief of Police or his designee shall provide the employee with a general verbal description setting forth the facts and inferences which form the basis of the order to test. Within 48 hours, the Chief of Police or his designee shall provide the employee with a written statement setting forth several of the salient facts and inferences which form the basis of the order to test where the test is based upon reasonable suspicion. Refusal to submit to such a test will subject the employee to discipline by the Chief of Police and/or Police and Fire Commission, but the taking the test shall not be construed as a waiver or any objection or right that the employee may have.

Section 22.5. Test to be Conducted:

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

- (a) Use only a clinical laboratory or hospital facility outside of the corporate limits of Gilberts which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.
- (b) Establish a chain of custody procedure for both the sample collection and testing that ensures the integrity of the identity of each sample and test result.

(c) Collect a sufficient sample of the same bodily fluid or material from an officer to show for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.

(d) Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.

(e) Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.

(f) Provide the employee tested with an opportunity to have additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing at the employee's own expense, provided the employee notifies the Village within seven (7) days of receiving the results of the test.

(g) Require that the laboratory or hospital facility report to the Village 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 Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village shall not use such information in any manner or form adverse to the employee's interests.

(h) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .020 or more based upon the grams of alcohol per 100 millimeters of blood be considered positive (NOTE: The foregoing standard shall not preclude the Village from attempting to show that test results between .010 and .019 demonstrate that the employee was under the influence, but the Village shall bear the burden of proof in such cases).

(i) Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.

(j) Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

Section 22.6. Voluntary Request for Assistance:

The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support from an alcohol or prescription drug related problem not involving or related to criminal activity other than the Village may require reassignment of the employee with pay if the employee is unfit for duty in his current

assignment. Nothing herein shall limit the employer's right to discipline employees for misconduct arising out of or relating to the employee's use of illegal drugs or alcohol. The foregoing is conditioned upon:

- (a) The employee was not under investigation for illegal drug use or abuse of alcohol.
- (b) The employee agreeing to appropriate treatment as determined by the health care professional(s) involved.
- (c) The employee discontinues the illegal use of drugs or abuse of alcohol.
- (d) The employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- (e) The employee agrees to submit to random suspicionless testing during hours of work during the period of treatment and "after care," discussed in (d) above.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village 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 and safety of others. Such employee shall be afforded the opportunity, at the employee's option, to use accumulated paid leave or take an unpaid leave of absence pending treatment

ARTICLE XXIII **SAVINGS CLAUSE**

Section 23.1. Savings Clause:

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV **ENTIRE AGREEMENT**

Section 24.1. Maintenance of Economic Benefits:

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the

completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification, the Chapter must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Chapter to request discussions shall act as a waiver of the right to such discussions by the Chapter.

Section 24.2. Entire Agreement:

The Agreement constitutes the complete and entire Agreement between the parties and except as stated in Section 24.1 "Maintenance of Economic Benefits" concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in 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 or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 24.3. Ratification and Amendment:

This Agreement shall become effective when ratified by the Village Board and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

ARTICLE XXV
TERMINATION

Section 25.1. Termination:

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date and not earlier than one hundred twenty (120) calendar days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) calendar days prior to the expiration date hereof and not earlier than one hundred twenty (120) calendar days.

Executed this _____ day of _____, 2015.

METROPOLITAN ALLIANCE OF POLICE Gilberts Police Chapter #423

Todd Block, President, Gilberts Police M.A.P. Chapter #423

Joseph Andalina
President, Metropolitan Alliance of Police (M.A.P.)

VILLAGE OF GILBERTS, an Illinois Municipal Corporation

Rick Zirk
President – Village of Gilberts

APPENDIX A
SALARY SCHEDULE

Grade - Patrol	Entry	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
5/1/2015									
2.50%									
Hourly	\$23.83	\$24.78	\$25.78	\$26.81	\$27.88	\$28.99	\$30.15	\$31.36	\$32.61
Bi-weekly	\$2,001.83	\$2,081.90	\$2,165.17	\$2,251.78	\$2,341.85	\$2,435.53	\$2,532.95	\$2,634.27	\$2,739.64
Annual *	\$52,047.45	\$54,129.35	\$56,294.52	\$58,546.30	\$60,888.15	\$63,323.68	\$65,856.63	\$68,490.89	\$71,230.53
5/1/2016									
2.50%									
Hourly	\$24.43	\$25.40	\$26.42	\$27.48	\$28.58	\$29.72	\$30.91	\$32.14	\$33.43
Bi-weekly	\$2,051.87	\$2,133.95	\$2,219.30	\$2,308.08	\$2,400.40	\$2,496.41	\$2,596.27	\$2,700.12	\$2,808.13
Annual *	\$53,348.64	\$55,482.58	\$57,701.88	\$60,009.96	\$62,410.36	\$64,906.77	\$67,503.04	\$70,203.17	\$73,011.29
5/1/2017									
2.50%									
Hourly	\$25.04	\$26.04	\$27.08	\$28.16	\$29.29	\$30.46	\$31.68	\$32.95	\$34.27
Bi-weekly	\$2,103.17	\$2,187.29	\$2,274.79	\$2,365.78	\$2,460.41	\$2,558.82	\$2,661.18	\$2,767.62	\$2,878.33
Annual *	\$54,682.35	\$56,869.65	\$59,144.43	\$61,510.21	\$63,970.62	\$66,529.44	\$69,190.62	\$71,958.24	\$74,836.57

Sergeants	Entry	Year 1	Year 2	Year 3	Year 4	Year 5
5/1/2015						
2.50%						
Hourly	\$33.27	\$34.10	\$34.96	\$35.83	\$36.73	\$37.64
Bi-weekly	\$2,794.81	\$2,864.68	\$2,936.29	\$3,009.70	\$3,084.94	\$3,162.07
Annual *	\$72,664.96	\$74,481.58	\$76,343.62	\$78,252.21	\$80,208.52	\$82,213.73
5/1/2016						
2.50%						
Hourly	\$34.10	\$34.96	\$35.83	\$36.73	\$37.64	\$38.58
Bi-weekly	\$2,864.68	\$2,936.29	\$3,009.70	\$3,084.94	\$3,162.07	\$3,241.12
Annual *	\$74,481.58	\$76,343.62	\$78,252.21	\$80,208.52	\$82,213.73	\$84,269.07
5/1/2017						
2.50%						
Hourly	\$34.96	\$35.83	\$36.73	\$37.64	\$38.58	\$39.55
Bi-weekly	\$2,936.29	\$3,009.70	\$3,084.94	\$3,162.07	\$3,241.12	\$3,322.15
Annual *	\$76,343.62	\$78,252.21	\$80,208.52	\$82,213.73	\$84,269.07	\$86,375.80

Officers

4% steps across

2.5% down each year

Sergeants

Starting pay = Officer 8 + 2%

2.5% steps across

2.5 % down each year

"Bi-weekly" assumes 84-hour pay periods based on 12-hour shifts

"Annual" assumes 2,184 hours/year based on 12-hour shifts

APPENDIX B
SENIORITY LIST

<u>Name</u>	<u>Date of Hire</u>	<u>Years of Service as of May 1, 2015</u>
Jack Rood	11/15/1995	19 years, 5 months (total)
Promoted to Sergeant	5/22/2001	14 years (Sergeant)
Todd Block	7/18/2000	14 years, 9 months (total)
Promoted to Corporal	5/01/2004	5 years (Corporal)
Promoted to Sergeant	5/01/2009	6 years (Sergeant)
Hector Pulgar	9/01/2006	13 years, 7 months
Jeff Hill	3/18/2008	7 years, 1 month
Eric Meador	6/21/2010	4 years, 10 months
Jason Hernandez	1/2/2015	5 months

APPENDIX C
ISSUED EQUIPMENT

The following equipment will be issued by the Village to employees starting on the Gilberts Police Department Full Time.

Qty	Item
2	Badges
5	long sleeve uniform shirts
5	short sleeve uniform shirts
5	pairs uniform trousers
1	BDU shirt
1	BDU pants
1	commando style sweater
1	traffic safety vest
1	outer vest carrier
1	ballistic vest w/ trauma plate
1	pair black uniform boots
2	uniform hats (winter/summer)
2	Ties
1	tie bar
2	name plates
1	uniform goretex jacket
1	raincoat and hat cover
1	pepper spray and carrier
1	taser holster
1	radio holder

**RESOLUTION
VILLAGE OF GILBERTS
A Resolution Committing Fund Balances**

WHEREAS, the Village of Gilberts is a non-home rule Illinois Municipality located in Kane County, Illinois.

WHEREAS, the Village President and Board of Trustees believe in an open and transparent government and desire to provide the residents of the community with clear and concise fund balance reporting; and

WHEREAS, the Village President and Board of Trustees on November 15, 2011 adopted Resolution 44-2011, a Resolution implementing a Fund Balance/Net Assets Policy in compliance with Governmental Accounting Standards Board ("GASB") Statement 54; and

NOW THEREFORE BE IT RESOLVED that the Village President and Village Board of Trustees commits the following portions of its May 1, 2015-April 30, 2016 General Fund Balance as follow:

Section 1. Committed Fund Balances

1. An amount determined on an annual basis will be committed in the General Fund for road improvements as approved by the Board of Trustees during the annual budget process.
2. An amount determined on an annual basis will be committed in the General Fund for capital improvements as approved by the Board of Trustees during the annual budget process.
3. An amount determined on an annual basis will be committed in the General Fund for special impact fees (development fees) as approved by the Board of Trustees during the annual budget process.
4. An amount determined on an annual basis will be committed in the General Fund for tree replacement/beautification projects as approved by the Board of Trustees during the annual budget process.

5. An amount determined on an annual basis will be committed in the EDUI Fund for the Enhanced DUI program as approved by the Board of Trustees during the annual budget process.
6. An amount determined on an annual basis will be committed in the Infrastructure Fund from the transfer of Garbage Revenues as approved by the Board of Trustees during the annual budget process.

AND BE IT RESOLVED that the Village President and Village Board of Trustees financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local emergencies without borrowing. The Village Board shall strive to maintain a yearly fund balance in the general operating fund in which the total fund balance is 25% (insert number for appropriate percentage) percent of the total operating expenditures and the unassigned fund balance is 25% percent of the total operating expenditures less onetime expenses.

Section 2: This Resolution shall be in full force and effect from and after passage and approval in accordance with law.

Passed this _____ day of _____ 2015 by roll call vote.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee David LeClerc	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Louis Hacker	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Patricia Mierisch	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED this _____ day of _____, 2015

(SEAL)

Village President Rick Zirk

ATTEST:

Village Clerk, Debra Meadows

Published: _____