



Village of Hampshire
Village Board Meeting
Thursday May 4, 2017 – 7:00 PM
Hampshire Village Hall – 234 S. State Street

AGENDA

1. Call to Order
2. Establish Quorum (Physical and Electronic)
3. Pledge of Allegiance
4. Citizen Comments
5. Approval of Minutes – April 20, 2017
6. Village President's Report
 - a) Proclamation: Poppy Days May 19 & 20
 - b) Approval: Agreement between the Illinois Fraternal Order of Police Labor Council and Village of Hampshire May 1, 2017 through April 30, 2020.
 - c) Wierc agreement
8. Village Board Committee Reports
 - a) Fields & Trails
 - b) Economic Development
 - c) Finance
 1. Accounts Payable
 - d) Planning/Zoning
 - e) Public Safety
 - f) Public Works
 - g) Village Services
9. New Business
10. Announcements
11. Executive Session:
12. Any items to be reported and acted upon by the Village Board after returning to open session

Adjournment, sine die

Ceremonial Proceedings:

- a. Presentation of Plaque/Outgoing Elected Official- Mike Armato, George Brust, & Marty Ebert

Administer Oath of Office:

Village President Jeffrey Magnussen by Clerk Linda Vasquez

Trustees Christine Klein, Ryan Krajecki & Erik Robinson by Clerk Linda Vasquez

13. Village Board Reconvened – Call to Order & Establishment of Quorum
14. New Business
 - a) Approval of IGA between Hampshire Park District and the Village.
15. Announcements
16. Adjournment

The Village of Hampshire, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the Village at 847-683-2181 to allow the Village to make reasonable accommodations for these persons

VILLAGE OF HAMPSHIRE - BOARD OF TRUSTEES

Meeting Minutes – April 20, 2017

The regular meeting of the Village Board of Hampshire was called to order by Village President Jeffrey Magnussen at 7:00 p.m. in the Village of Hampshire Village Board Room, 234 S. State Street, on Thursday April 20, 2017.

Present: Village President Jeffrey Magnussen, and Trustees Michael Armato, George Brust, Marty Ebert, Toby Koth, Jan Kraus, and Michael Reid.

Absent: None

Staff & Consultants present: Village Finance Director Lori Lyons, Hampshire Police Chief Brian Thompson; Village Attorney Mark Schuster; and Village Engineer Brad Sanderson.

A quorum was established.

The Pledge of Allegiance was recited.

Trustee Kraus moved, to approve the minutes of April 6, 2017.

Seconded by Trustee Armato
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

PUBLIC HEARING

Village President Magnussen called the Public hearing to order at 7:03 p.m. The hearing is to allow residents to provide comment on the FY 2017/18. The notice was published in the Daily Herald Newspaper and was made available for residents to look at.

Finance Director Ms. Lyons presented a synopsis of 2017/2018 budget highlighted some key points.

Thanked everyone for their help with the budget.

No public comments were made

Village President Magnussen closed the public hearing at 7:05 p.m.

The regular meeting was called to order at 7:05 p.m.

VILLAGE PRESIDENT REPORT

Ordinance Adopting the Budget for the Village of Hampshire for the Fiscal Year Beginning May 1, 2017 and Ending April 30, 2018.

Trustee Koth moved to approve Ordinance 17-14; Adopting the Budget for the Village of Hampshire for the Fiscal Year Beginning May 1, 2017 and Ending April 30, 2018.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Armato, Brust, Ebert, Kraus, Koth, Reid,
Nays: None
Absent: None

Arbor Day Proclamation

Village President Magnussen read the proclamation, park district will be planting trees on Saturday April 22 pictures will be taken for Arbor Day and they are still looking for volunteers.

Municipal Clerks Week Proclamation

Village President Magnussen read the proclamation for the clerk.

Discussion: Final IGA between Hampshire Park District and the Village.

Village President Magnussen mentioned that this agreement states that the Park District will have an input about parks with new development, but the final word will come from the board. Impact fees will still stay with the Village; this will be on the agenda May 4 for the new Village Board.

Wierc agreement

Mr. Wierc would restore the zoning map, grant easement, & access easement he would like easement. The Village would need 10 ft. of the easement donated north of lot 13 & 14, to put the water pipe north of the sewer. This would be contingent upon with Engineering Enterprise. If an agreement can be made before May 4th Village Board meeting; it will be on the agenda for approval.

Resolution- Approving the application for Tax Incremental financing program funding by Randy Ross in relation to property located at 105 Rinn Street.

Trustee Brust moved, to approve Resolution 17-04; Approving the application for Tax Incremental financing program funding by Randy Ross in relation to property located at 105 Rinn Street.

The Village portion is \$18,000 with all receipts upon completion for reimbursement. Mr. Ross will pay the Village Attorney's fee –not to exceed \$700.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Armato, Brust, Kraus, Reid,
Nays: Ebert, Koth
Absent: None

Raffle License- Hampshirewhite Riders Snowmobile Club

Trustee Brust moved, to approve raffle license to Hampshire Whiteriders Snowmobile Club, total of prizes is \$2,300.

Seconded by Trustee Kraus
Motion carried by roll call vote
Ayes: Armato, Brust, Ebert, Kraus, Koth, Reid,
Nays: None

Absent: None

Pay Request No. 4 – Well No. 9 Rehabilitation in the amount of \$33,249.60 to Layne Christensen Company.

Trustee Kraus moved, to approve pay request No.4, Well No.9 Rehabilitation in the amount of \$33,249.60 to Layne Christensen Company.

Seconded by Trustee Brust
Motion carried by roll call vote
Ayes: Armato, Brust, Ebert, Kraus, Koth, Reid,
Nays: None
Absent: None

Approve Change Order No.2 for the Water Well No.9 Rehabilitation in the amount of \$5,026.00(deduction)

Trustee Ebert moved, to approve Change Order No.2 for the Water Well No.9 Rehabilitation in the amount of \$5,026.00 (deduction)

Seconded by Trustee Koth
Motion carried by roll call vote
Ayes: Armato, Brust, Ebert, Kraus, Koth, Reid,
Nays: None
Absent: None

VILLAGE BOARD COMMITTEE REPORTS

a. Village Services

No report

b. Field & Trails

Trustee Koth reported that someone over by Jake Lane cut down some huge trees the roots are still in the ground. We will check with Tuscany Woods HOA.

c. Economic Development

No report

d. Finance

Trustee Armato presented the accounts payable warrants to be paid on April 25, 2017, in the total amount of \$172,369.10.

Trustee Kraus moved to approve payment of the accounts payable warrants.

Seconded by Trustee Brust
Motion carried by roll call vote
Ayes: Armato, Brust, Ebert, Kraus, Koth, Reid,
Nays: None
Absent: None

e. Planning/Zoning

No report

f. Public Safety

Trustee Reid recognized Officer Huber- he stopped a resident who was speeding and he noticed the little boy in the back was a bit frightened; the resident was fine she knew she was in the wrong. Officer Huber sent a letter along with stickers to the little boy along saying he is welcome to see the squad cars anytime. The resident was very happy, great job to Officer Huber for reaching out to them.

g. Public Works

Brier Hill south of I-90 to Big Timber will be paved which part of the money is from the Kane Kendall Council of Mayors in the amount of \$600,000 our cost will be \$160,000.

Widmayer Road the Village portion will also be paved too.

New Business:

Trustee Armato met with a bike club called the Kamber and they are interested in bringing their events to Hampshire.

Village President Magnussen also mentioned another Verizon company is interested by our High School this company is out of Chicago.

The water tower on Elm Street will be painted this coming year.

Plus IDOT in the near future start the project on the intersection: Route 72 and State Street – put a walkway to the Henpeck across to Marathon, New pole signals, street lights and eight feet shared bike path & walkway to Schmidt by the park. The village's portion of expense will be around \$136,000.00.

Mr. Reid announced he will be out May 4th board meeting and it was an honor to work with Trustees Brust, Ebert & Armato.

Announcements:

Village President Magnussen announced May 4th Trustees Armato, Brust and Ebert will be receiving a plaque from us for their years of service.

Adjournment

Trustee Brust moved to adjourn the Village Board meeting at 8:15 p.m.

Seconded by Trustee Ebert
Motion carried by voice vote
Ayes: All
Nays: None
Absent: None

Linda Vasquez
Village Clerk

A PROCLAMATION

WHEREAS: The annual distribution of Buddy Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by government leaders since 1922, and

WHEREAS: VFW Buddy Poppies are assembled by disabled veterans, and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans, and

WHEREAS: The basic purpose of the annual distribution of Buddy Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to "Honor the Dead by Helping the Living", therefore,

I, _____, Mayor of the City of _____ do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through your donations for Buddy Poppies on the day set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

I urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this country who have risked their lives in defense of the freedoms which we continue to enjoy as American citizens.

Signed _____
Mayor

Attested _____
City Clerk

Poppy Days - May 19 and May 20.

AGREEMENT
Between the
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

and

VILLAGE OF HAMPSHIRE
(Patrol)

May 1, 2017 through April 30, 2020

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PREAMBLE

This Agreement is entered into by the Village of Hampshire (hereinafter referred to as the Village or the Employer) and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the FOP Labor Council or Labor Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote a mutual harmonious understanding and relationship between the Employer and the FOP Labor Council, to promote departmental efficiency and effectiveness, to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

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

ARTICLE I

RECOGNITION

Section 1.1 Recognition.

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-07-029 the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and working conditions for employees in the following unit:

Included: All full-time sworn peace officers below the rank of Sergeant

Excluded: All full-time sworn peace officers in the ranks of Sergeant, Lieutenant and Chief; all other employees; the elected officials including council members; and all supervisors, confidential and managerial employees, as defined by the Illinois Public Labor Relations Act.

Section 1.2 Bargaining Unit Work

The Village may utilize the services of part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3-6-5, as amended, provided that the use of part-time officers will not result in any layoffs or reduction of normal work hours or overtime hours worked by bargaining unit members. Part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. In addition, the use of part-time employees will not result in a reduction of bargaining unit members, and the use of part-time employees will not be increased when a reasonable need exists to increase the full-time manpower of the police force.

Section 1.3 Probationary Period

The probationary period for pre-certified employees shall be twelve (12) months in duration. The probationary period for non-certified employees shall be eighteen (18) months in duration. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Agreement. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire with the Village.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer, retains and reserves unto itself all powers, rights, authority duties, and responsibilities conferred upon and vested in it by state or federal statute. These include, but are not limited to the following rights: (a) the full authority and responsibility for directing its operations and determining policy; (b) to manage its affairs and determine the quantity and quality of services to be rendered, the equipment to be used, and the discontinuance of any services, material or methods of operation; (c) to introduce new equipment, technology, methods, or processes and to decide on materials and equipment to be purchased; (d) to determine the number, location and type of facilities; (e) to determine the size of the workforce and increase or decrease its size; (f) to hire, assign and lay off employees; (g) to direct the workforce, assign work, and determine the number of employees assigned to operations; (h) to establish, change, combine or discontinue job classifications, and; (i) to establish and/or revise reasonable performance standards or norms; (j) to determine the number of hours to be worked and to establish work schedules; (k) to adopt, revise and enforce reasonable work rules and requirements; (l) to transfer, promote and demote employees; (m) to determine the qualifications and competency of employees to perform available work. The Employer maintains all other authority except as expressly and specifically amended, changed, limited or modified by this Agreement.

ARTICLE III

BARGAINING RIGHTS

The Union and all bargaining unit members shall maintain all rights protected under law. This includes the right to bargain collectively with regard to Employer changes that directly affect wages, hours and working conditions.

ARTICLE IV

FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 4.1 Dues Deductions

While this Agreement is in effect, the Employer will deduct from each Employee's paycheck the appropriate dollar amount of Labor Council dues for each employee in the bargaining unit who has filed with the Village, a voluntary, written authorization form (attached hereto as Appendix "B"), authorized by the Labor Council. The Labor Council will give the Village thirty (30) days notice of any such change in the amount of uniform dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues authorization may do so by written notice to the Council and the Employer by certified mail, return receipt requested, at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Labor Council within thirty (30) days of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

Section 4.2 Fair Share Fee

Any present employee who is not a member of the Labor Council shall have deducted from his pay and transmitted to the Labor Council a fair share fee (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for Labor Council membership shall, commencing (30) thirty days after employment, also have deducted from their pay and transmitted to the Labor Council a fair share fee of the cost of the collective bargaining process and contract administration.

Section 4.3 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or

otherwise) and for all legal costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of the Article.

ARTICLE V

NON-DISCRIMINATION

Section 5.1 Use of Masculine Pronoun

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

ARTICLE VI

LABOR MANAGEMENT MEETINGS

Section 6.1 Meeting Request

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management meeting". Such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Village which may affect employees; and
- (d) Safety issues.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

Section 6.2 Exclusivity of Meetings

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

Section 6.3 Employee Attendance at Meeting

Attendance at labor management meetings shall be voluntary on the employees' part. If an employee is selected to represent the Union at the meeting, his/her attendance shall be considered work time. This means that time spent at such meetings will be compensated as time worked, unless an employee needs to be called in from an off shift to attend the meeting; such time spent during the meeting will be unpaid. If the work schedule of the Stewards of the bargaining unit does not allow for attendance, appropriate release time will be granted.

ARTICLE VII

LABOR COUNCIL REPRESENTATION

Section 7.1 Right of Entry

Authorized representatives of the Labor Council Union shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement provided: 1) the union representative must notify and gain consent of the Police Chief/Designee, in advance of his or her intent to visit – such consent not to be unreasonably denied; 2) visits must be at reasonable times and for reasonable lengths; and 3) visits cannot interfere with operations.

Section 7.2 Union Stewards

The Village recognizes the right of bargaining unit employees to select Union Stewards. The Labor Council shall provide the Chief of Police with the name(s) of any Union Stewards selected by the bargaining unit. Whenever possible, grievances will be held during the Steward's shift(s) so that Stewards do not need to be called back to handle grievances or other issues.

Section 7.3 Activity During Work Hours

Stewards can conduct union activities, limited to the purposes of investigating grievances, resolving disputes, and ascertaining that the Agreement is being adhered to, during working hours on Employer premises if it does not interfere with operations and upon notification to the Police Chief/Designee.

Reasonable time while on duty will be permitted a Steward for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, if it does not interfere with operations. Before engaging in such activities, the Steward will notify his sergeant. Such reasonable time shall be without loss of pay.

In addition Employees shall, after giving appropriate notice to the Employer, be allowed reasonable time off, with pay during work hours, if on duty, to attend grievance hearings or grievance meetings, labor-management meetings, or other meetings with the Employer, at the premises of the Employer, if by virtue of their position with the Labor Council, their attendance is necessary.

Section 7.4 Attendance at Meetings

The Employer agrees that the duly authorized representatives of the Labor Council bargaining unit shall be allowed to use their available time off to attend general, executive or special meetings of the Labor Council, provided that reasonable notice of such meetings shall be given in writing to the Employer.

Section 7.5 Representation

At the employee's request, a Union Steward or Labor Council representative will be allowed to attend any investigatory interview, which the employee reasonably believes may lead to discipline. The interview shall be reasonably delayed to allow the employee an opportunity to have a Union Steward or Labor Council representative present.

Section 7.6 Labor Council Negotiating Team

Members designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 7.7 Delegates

Any Employee chosen as a delegate to an Illinois Fraternal Order of Police Labor Council conference or meeting shall be allowed the use of available time off options to attend any such meetings or conferences, provided that the employee submits a written request to the Employer, at least thirty (30) days in advance of the leave requested, and the request does not conflict with any other officer's previously approved time off.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Employer Responsibility

The Village shall be responsible for, hold employees harmless from and pay for damages or moneys, which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, provided the conduct and actions are as a result of and within the scope of employment as defined and limited by applicable Illinois statute

Section 8.2 Legal Representation

If a civil action is brought against an employee covered by this agreement for acting in his/her capacity as a police officer, the Village shall provide legal representation resulting from or arising out of the police officer's performance of his/her duties.

Section 8.3 Cooperation

Employees shall be required to cooperate with the Village during the course of the investigation, administration or litigation of any claim arising under this article.

Section 8.4 Applicability

The Village will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his/her employment and where the employee cooperates, as defined in Section 3, with the Village in the defense of the action or actions or claim.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 9.1 Departmental Work Schedule

The normal workday for Patrol shall consist of eight (8) hours (including a thirty (30) minute paid lunch period). Employees are also entitled to two (2) fifteen (15) minute paid breaks. The normal hours of work shall consist of three (3) permanent eight 8-hour shifts per day. The normal workweek shall consist of five (5) consecutive workdays, followed by two (2) consecutive days off.

The normal workday for personnel in other divisions shall be as dictated by the appropriate division (including a paid lunch period and paid breaks).

Employees shall bid shifts on a seniority basis once a year. Seniority shall be based upon continuous full-time service within the department. Thirty days prior to October 1st of each year or thirty (30) days after the execution of this agreement,

whichever comes first, bargaining unit members shall submit bids on shift requests (first, second and third choice). These bids shall be honored based on seniority.

The work schedule shall not be changed or adjusted except in cases of emergencies. The Village will not make more than two (2) changes to an employee's schedule per work cycle (exclusive of voluntary trades). A work cycle shall consist of twenty-eight (28) days.

Schedules for bargaining unit members shall be posted in October of each year for the following calendar year.

(Each August 1st of this Agreement, the Village and the Labor Council may meet and explore various schedules for possible implementation beginning with the next shift bid as provided for in this Section, and any modifications to other affected Articles and Sections with any anticipated execution thereof.)

Section 9.2 Trading Shifts

Employees shall be allowed to trade shifts, within the same pay period, when it is requested in writing by an employee, signed by the employee involved and approved by the Shift Supervisor or his/her designee, the approval of which shall not be unreasonably denied. The Village shall provide an explanation for any such denial.

Section 9.3 Overtime Pay

An employee shall be paid one and one-half (1 ½) times the regular straight-time hourly rate of pay for all hours worked in excess of eight (8) hours in the employee's workday and any hours over forty (40) in the regular workweek. Paid lunch and break time shall be included in hours worked for purposes of computing overtime under this section. All approved paid time off (vacation, sick, personal) will be treated as hours worked for purposes of calculating overtime. For purposes of calculating overtime, all compensable hours shall count as hours worked, excluding Holiday Pay as provided for in Section 13.1 of this Agreement, as Holiday Pay is not time off, and is not considered time worked for purposes of computing overtime.

Section 9.4 No pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 9.5 Court Time

- A. Employees covered by this Agreement who are required to attend court, inquests or obtain warrants outside their regularly scheduled work hours shall be compensated at their regular rate, unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater.

Each employee subpoenaed to appear in any court, whether it be criminal, civil, or Administrative Hearing, concerning matters arising from the performance of their duties, during non-duty hours (on a scheduled work day), shall be compensated at their regular rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of two (2) hours or time served whichever is greater. If the subpoena is for a civil case and any witness fees are paid to the officer, such fees must be turned over to the Village in order for the officer to receive pay. If an officer is subpoenaed on their scheduled day off, said officer shall be compensated at their regular hourly rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay with a guaranteed minimum of three (3) hours or time served whichever is greater. Officers will be paid for lunch periods if required to return for further testimony after the lunch period on said day.

- B. Officers subpoenaed to appear in a court outside the corporate limits of the Village, shall be compensated at their regular rate of pay unless exceeding forty (40) hours, then at the overtime rate of one and one-half (1 ½) times their regular straight time hourly rate of pay. The officer will be guaranteed a minimum of three (3) hours and in addition, be reimbursed for mileage and other reasonable necessary expenses, unless a Village car is provided.

- C. Officers who are subpoenaed within their work function whose subpoena is later canceled will be given as much notice as possible of such cancellation. Subpoena cancellations not given with eight (8) hours of the subpoena time will result in the minimum court allowance payment to the officer as provided for above.

Section 9.6 Stand-By (On-Call) Pay

Whenever an employee is required to be on stand-by (on-call), excluding court time, on his/her off time, the employee shall be compensated at the overtime rate of time and one-half (1 ½) with a guaranteed minimum of two (2) hours or stand-by (on-call) time served, whichever is greater.

Section 9.7 Computation of Hourly Salary

For the purposes of determining overtime compensation, an employee's hourly salary shall be computed based upon an annual work year of 2080 hours and their base pay.

Section 9.8 Overtime Work

Scheduled Overtime: Whenever practicable, overtime will be scheduled on a voluntary basis, offered first to those officers scheduled as off and from the same shift as the manpower need. Secondly, overtime will be offered to patrol officers, in four (4) hour

blocks. These selections will be offered and filled utilizing the rotating call-in roster. If the overtime continues to remain unfilled, an on-duty officer, in an inverse order of seniority, may be ordered to stay and the officer, in an inverse order of seniority, scheduled to relieve that shift, may be ordered to come in early to man the shift. Special Duty Overtime, shall be determined by shift and seniority basis. Officers must sign up for the Special Duty within five (5) days of posting and must provide forty-eight (48) hours' notice prior to removing their name from the assignment.

Non-scheduled Overtime: Non-scheduled overtime or a sick leave call-off with a notification of eight (8) hours or greater prior to the start of the shift, shall be filled by utilization of a "call in" roster of which shall be posted. This roster shall include all officers in order of seniority. When the above overtime occurs, the first available officer on the list shall be offered the overtime in question offered in four (4) hour blocks. As an employee is offered, and either accepts or rejects the overtime assignment, he/she shall then rotate to the bottom of the roster. If, after all available officers on this roster have been offered the overtime the overtime remains unfilled, the officer on the outgoing shift (on inverse seniority) may be ordered to stay to cover the first four (4) hours of said shift, and the officer on the incoming shift (on inverse seniority) may be ordered in early to cover the remaining four (4) hours of said shift. If a sick leave call-off notification is within less than eight (8) hours prior to the start of the shift, the scheduler or shift supervisor will be allowed to hold over or call in the least senior officer of said shift.

Section 9.9 Call Back

A "call back" is defined as an employee's assignment of work, which does not continually precede or follow an employee's regularly scheduled working hours. This is distinguished from a "holdover" where the officer must work extra time immediately after his/her shift or "early start" where the officer is called in early immediately preceding his/her shift. Employees "called back" to the Employer's premises at a specified time on a regularly scheduled work day shall be paid for a minimum of two (2) hours, or be compensated for the actual time worked, whichever is greater, at the regular straight time hourly rate of pay unless exceeding forty (40) hours, then at one and one-half (1 ½) times their regular straight time hourly rate of pay. If the employee is "called back" on a regularly scheduled day off, the employee shall be compensated at the regular straight time hourly rate of pay unless exceeding forty (40) hours then at one and one-half (1 ½) times their regular straight time hourly rate of pay for a minimum of three (3) hours, or be compensated for the actual time worked, whichever is greater.

Section 9.10 Payroll Checks

Payroll checks shall be ready for issuance and issued by 0900 hours on Friday or directly deposited in employee's account by that time.

Section 9.11 Compensatory Time

At the employee's request, compensatory time may be elected in lieu of overtime. Compensatory time will be calculated at the rate of 1-1/2 hours for each hour of overtime worked, Compensatory time will be allowed to accumulate or "banked" for up to a total of 24 hours. If banked compensation time has not been used by the officer's annual anniversary date (original date of hire), it will automatically be paid (cashed) out to the officer at the original accumulation rate of pay. Thus, a zero balance will remain in the officer's compensation bank.

An employee desiring to schedule compensatory time off shall submit an Overtime request form at least forty-eight (48) hours prior to the beginning of the shift that he/she proposes to take off, provided that the Police Chief or their designee can waive this advance notice requirement on a case-by-case basis. Compensatory time off may be denied if the foreseeable effect as of the time that it is requested would be to create an overtime situation. Compensatory time off may not be scheduled in advance to be taken on holidays listed in Article 15.1 however, the Police Chief (or his designee), may approve a request for compensatory time off on a holiday once the shift on that holiday has begun if, in the sole discretion of the Police Chief (or his designee), it is determined that the patrolman can use compensatory time off on that shift without adversely affecting staffing levels. Compensatory time shall be at the discretion of the Chief of Police. Requests for compensatory time off shall be considered on a first-come, first-served basis, except that requests for compensatory time off on a holiday shall be considered in seniority order.

ARTICLE X

EMPLOYEE SECURITY/DISCIPLINE

Section 10.1 Just cause standard

No employee covered by this Agreement shall be disciplined without just cause.

Section 10.2 Discipline

The Employer agrees to normally follow the tenets of progressive and corrective discipline, except that the level of discipline shall fit the seriousness of the infraction and therefore steps in the progressive discipline process may be skipped. The parties further agree that oral or written warnings shall be expunged from an employee's personnel and/or disciplinary file(s) six (6) months after the warning is received by the employee provided there has been no repetition of the offense within that six (6) month period. The parties further agree that all disciplinary actions shall be expunged from an employee's personnel and/or disciplinary file(s) one (1) year after the discipline is received by the employee so long as there has been no repetition of the offense during the one (1) year period. All such expungements shall take place upon written request by the employee to the Chief of Police.

Section 10.3 Employee Notification

A copy of any disciplinary action or material related to an employee's performance which is placed in the personnel and/or disciplinary file(s) shall be sent to the officer within seven (7) calendar days of being placed into said file.

Section 10.4 Prediscipline Meeting

Before imposition of any discipline upon an employee, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on/or to respond to such charges.

Before imposition of any suspension or discharge upon an employee, the Employer shall provide such employee, if that employee chooses to be heard on pending charges, the opportunity to have a Labor Council representative present.

If an investigatory meeting is necessary before issuance of discipline, an employee who so chooses will be given the opportunity to have a Labor Council representative present.

Section 10.5 Personnel Files

Upon written request of an employee, at a time and place agreeable to the Employer no later than seven (7) calendar days in accordance with the Personnel Records Review Act, the Employer shall permit said Employee to inspect and copy, any information in their personnel file. The employee will be allowed to inspect and copy any information in their personnel file. The employee may also insert a written reply to any adverse documentation contained in the personnel file. The employee's written reply shall be permanently attached to the adverse documentation and shall become a permanent part of the employee's personnel file. The employee's written reply shall be included whenever such disputed documentation is released to a third party. The Employer shall comply with the provisions of the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.*, as amended.

Section 10.6 Document Review

The Labor Council or a representative may request to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent, in accordance with applicable state and federal law.

Section 10.7 Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings, and such materials shall be permanently removed from the employee's personnel records.

Section 10.8 Investigation of Employee

In any "informal inquiry" whether written or oral, as that term is defined in 50 ILCS 725/1 *et seq.*, affected employees will be told the purpose of the inquiry prior to such questioning. In addition, in any meeting called by command or supervisory personnel, in which an employee reasonably believes that discipline will result from the meeting, the employee may request that a representative of his choosing be present. The Uniform Police Officer's Disciplinary Act shall apply to any inquiry which may lead to disciplinary action, and shall be incorporated herein as Appendix "C". Counseling and discipline of employees shall be conducted in such a manner so as not to publicly embarrass or humiliate the employee.

Section 10.9 Disciplinary Appeals

The parties agree that the Chief of Police (or the Chief's designee) shall have the right to suspend a non-probationary officer for up to thirty (30) calendar days or dismiss a non-probationary officer for just cause, without filing charges with the Village Board of Fire and Police Commissioners. Neither the Police Chief nor the Village or their agents will file charges asking the Board of Fire and Police Commissioners to impose discipline on any non-probationary bargaining unit employee; instead all such discipline shall be imposed by the Police Chief or his designee.

The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein. If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article XI of this Agreement, except that it shall be filed at Step 3 of the procedure. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article XI of this Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be available under the Rules and Regulations of the Village Board of Fire

and Police Commissioners. The Village Board of Fire and Police Commissioners is divested of jurisdiction to hear disciplinary charges.

Discipline that does not involve a termination or suspension (e.g., oral and written reprimands) may only be grieved through Step 3 of the grievance procedure and may not be submitted to arbitration.

The parties recognize that the Village Board of Fire and Police Commissioners has certain authority over the employees covered by this Agreement, including, but not limited to, the right to make, alter and to enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Village of Fire and Police Commissioners, except as provided above.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 11.1 Definition

For purposes of this Agreement, a grievance is defined as any dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions.

Section 11.2 Representation

Grievances may be processed by the employee or the Labor Council on behalf of an employee or group of employees. The Labor Council may have the grievant or grievants present at any step of the grievance procedure, and the grievant is entitled to Labor Council representation at any step of the grievance.

Section 11.3 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days of the occurrence of the event giving rise to the grievance or the time at which the grievant first became aware, or should have become aware through due diligence of the event giving rise to the grievance. A grievance may be initiated by the Labor Council or an aggrieved employee. If the Village fails to provide an answer within the time limits so provided, the Labor Council or Grievant may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limits. A grievance shall be processed as follows:

STEP 1:

Any employee who has a grievance shall submit the grievance in writing on the form attached hereto as (Appendix "D") to the employee's immediate supervisor or his/her designee indicating that the matter is a grievance under this Agreement. The grievance shall contain a summary statement of the essential facts, identify the provision

or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor or his/her designee shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2:

If the grievance is not settled at Step 1 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Chief of Police or his/her designee within seven (7) calendar days after receipt of the Employer's answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Chief of Police or his/her designee shall investigate the grievance and in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to both parties. If no settlement of the grievance is reached, the Chief of Police or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council Grievance, within seven (7) calendar days following their meeting.

STEP 3:

If the grievance is not settled at Step 2 and the employee, or the Labor Council if a Labor Council grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Village Administrator or his/her designee within seven (7) calendar days after receipt of the Employer's answer in Step 2. The Village Administrator or his/her designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance with the grievant and an authorized Labor Council representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Village Administrator or his/her designee shall provide a written answer to the grievant or to the Labor Council if a Labor Council grievance, within seven (7) calendar days following their meeting.

Section 11.4 Arbitration

If the grievance is not settled in Step 3, and the Labor Council wishes to appeal the grievance from Step 3 of the grievance procedure, the Labor Council may refer the grievance to arbitration, as described below within fourteen (14) calendar days of receipt of the Village Administrator's written answer as provided to the Labor Council at Step 3.

- (a) In the event the parties are unable to agree upon an arbitrator, within seven (7) calendar days after receipt of the notice of referral, the party requesting arbitration shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) names. Each party retains the right to reject one panel in its entirety and

request that a next panel be submitted. Both the Village and Labor Council shall alternately strike names from the panel. The Village shall be the first to strike. The remaining person shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Labor Council and Village representatives.
- (c) The Village and the Labor Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Labor Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is the later.
- (e) More than one (1) grievance can be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Labor Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 11.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator rendered within the limitation of this Section 5 shall be final and binding upon the Village, the Labor Council and the employees covered by this Agreement.

Section 11.6 Employee Rights

Employees, except for probationary employees, shall have the right to file grievances on any discipline cases. However, only cases of suspension or discharge of non-probationary employees shall be subject to the arbitration process of this agreement.

Section 11.7 Union Representatives

The Village recognizes the right of bargaining unit employees to select Union Representatives. The Labor Council shall provide the Chief of Police with the name(s) of any Union Representatives selected by the bargaining unit.

ARTICLE XXII

NO STRIKE OR LOCK OUT

Section 12.1 No Strike

Neither the Labor Council nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike during the life of this Agreement.

Section 12.2 No Lock Out

The Village will not lock out any employee during the term of this Agreement as a result of an actual or anticipated labor dispute with the Labor Council.

Section 12.3 Judicial Restraint

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

ARTICLE XIII

HOLIDAYS

Section 13.1 Holidays

The employees shall receive a regular day's pay, of eight (8) hours, for each of the following paid holidays per year:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Spring Holiday	New Year's Eve
(Friday before Easter)	

Holidays shall accrue for all employees on the actual day of the holiday.

Section 13.2 Eligibility

Employees must either work or be in paid leave status during the last scheduled day prior to and after the holiday(s) occur in order to receive holiday pay. Periods of layoff are not considered to be paid leave status for the purpose of this Article.

Section 13.3 Personal Day

In addition to the holidays specified above, each employee covered by this Agreement shall be granted one (1) Floating Personal Day of eight (8) hours each year during the life of this Agreement. Employees must schedule use of the Floating Personal Day with the employee's supervisor, and such request shall not be unreasonably denied.

In addition, at the option of the employee, employees shall have the right to convert one (1) day of sick leave to one (1) day of personal leave each year provided that the employee has taken no more than four (4) days of sick leave hours between May 1st and April 30th of the previous year.

Section 13.4 Holiday Pay

All employees not scheduled to work on a holiday shall receive their regularly scheduled number of work hours for one day of work at their regular straight time hourly rate of pay for that holiday. Employees who work on a holiday shall be compensated at their regular straight time hourly rate of pay for all time actually worked on such holiday, unless exceeding forty (40) then at the overtime rate of one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked, in addition to holiday pay.

When an employee's regular workday falls on the actual day of a holiday, the employee shall receive their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

When an employee is called in from his/her regular day off on the actual day of a holiday the employee shall be paid one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked in addition to Holiday pay.

Employees working on Independence Day, Thanksgiving Day and Christmas Day holidays shall be compensated at one and one-half (1 ½) times their straight time hourly rate of pay for all hours worked in addition to Holiday Pay as provided for Section 13.1 of this Article.

A holiday shall cover a twenty-four (24) hour period beginning with the start of the third (overnight) shift on the day of the holiday or immediately preceding (within two (2) to three (3) hours) the holiday and continue until the afternoon shift is completed on the same day.

Section 13.5 Holiday During Vacations

When a holiday falls during an employee's vacation, the employee shall have the option of eight (8) hours of pay for the holiday, having an additional day off at the beginning or end of his/her vacation or within thirty (30) days thereof, in lieu of holiday pay or not be charged vacation leave for said days. This election must be made by the employee when he/she schedules his/her vacation.

If an employee is called back from vacation to work, it shall be for the entire shift. Additionally, at the employee's option, said employee will be allowed to rebank said vacation day, to be taken at a later date, or receive the additional days pay.

Section 13.6 Holiday Hours Defined

A holiday shall cover a twenty-four (24) hour period. For example, if the overnight shift starts at 10:00 p.m. (2200 hours), the Christmas Day would be defined from 10:00 p.m. (2200 hours) on December 24th until 9:59 p.m. (2159 hours) on December 25th.

ARTICLE XIV

SENIORITY, LAYOFF AND RECALL

Section 14.1 Definition of Seniority

Seniority shall be based on the length of time from the last date of hire beginning continuous full-time employment as a Police Officer for the Village. Seniority shall be used when determining layoffs, vacation preferences and all other past practices in which seniority is a factor. If hired on the same date, ranking on the eligibility list shall establish seniority, with the employee higher ranking being the most senior.

Section 14.2 Seniority List

On or before January 1st each year, the Employer shall prepare and forward to the Labor Council a list setting forth the present seniority dates for all employees covered by this Agreement and the list shall become effective on or after the date of execution of this Agreement. This list shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Thereafter, on or before January 1st each year the Employer will post and provide the Labor Council with a seniority list setting forth each employee's seniority date. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.3 Layoff

If the Employer so determines that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service with the Employer as provided in 65 ILCS 5/10-2.1-18. All employees and the Labor Council shall receive notice in writing of the layoffs at least thirty (30) days in advance of the effective date of the layoff. Prior to laying off any full-time non-probationary sworn employees covered by this Agreement, first all part-time or temporary employees, then all probationary employees functioning within the Police Department shall be laid off or terminated as the case may be. The Employer shall not hire or contract out to other parties to perform the duties that employees perform while there are bargaining unit members on layoff, unless the contracting out is to cover a special event and/or is for a period not to exceed two (2) weeks.

Section 14.4 Termination of Seniority

Employee's seniority may be broken only when he/she:

- (a) quits;
- (b) is discharged for just cause;
- (c) fails to return in accordance with the terms of recall from layoff;
- (d) fails to return from an approved leave of absence; or
- (e) fails to report to work without calling in for three (3) consecutive work days, unless the failure to notify the Employer is due to exigent circumstances beyond the employee's control.

Section 14.5 Recall

Employees who are laid off shall be placed on a recall list and remain eligible for a recall for a minimum of twelve (12) months. If there is a recall, "Bargaining Unit" Employees, who are eligible for a recall, shall be recalled in order of seniority, (the most senior being the first to be recalled) and given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Labor Council, provided that the employee must notify the Village of his/her intention to return to work within seven (7) calendar days after receiving notice of recall. The employee will be expected to report to work seven (7) calendar days after sending such notice of intent. This time period can be mutually extended. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified 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 Village with his/her latest mailing address. If an employee fails to timely respond to a recall notice his/her name shall be removed from the recall list.

Section 14.6 Seniority and Authorized Leave of Absence

Seniority shall be calculated to include time spent on an authorized leave of absence by an officer.

ARTICLE XV

VACATION

Section 15.1 Eligibility and Allowances

Vacation will be accrued by regular, full time employees on a pay period basis in accordance with the following schedule.

<u>Years of Service</u>	<u>Days per Year</u>
1 through 4 years	10 work days (80 hours)
5 through 9 years	15 work days (120 hours)
10 years or more	20 work days (160 hours)

Employees will receive their current regular hourly rate of pay for every hour of vacation time used. Employees may not accumulate unused vacation days for use in subsequent years, except as provided for in Section 15.3 of this Article. A vacation day shall not be charged should a Holiday fall during an employee's scheduled vacation period.

Upon separation of employment for any reason, employees shall be paid, for all accrued, but unused, vacation leave, at his/her current regular hourly rate of pay.

Vacation approval must be granted by the chief of Police.

Section 15.2 Scheduling

Vacation requests by officers shall be granted on the basis of the employee's seniority as defined in this Agreement, if otherwise approved by the Chief of Police/Designee. By December 15th of each year, employees may select either:

- (a) Two (2) primary weeks (a week is defined as five (5) consecutive days of vacation to be taken during the following calendar year; or
- (b) One (1) primary week (a week is defined as five (5) consecutive days) and five (5) individual days to be taken during the following calendar year.

The vacation schedule for these primary weeks shall be posted no later than December 31st of each year. All other vacation requests submitted on or after January 1st, must be submitted at least seven (7) calendar days in advance of the requested vacation time, and will be granted on a first-come first-serve basis, subject to the discretion and approval of the Chief of Police/Designee. All vacation days can be taken in no less than one-half (1/2) day increments. Once vacations are approved, they cannot be denied at a later time, unless by mutual agreement between the Chief of Police and the officer.

Section 15.3 Vacation Carry-Over

An officer may request in writing to the Police Chief to carryover over up to one week of vacation time up to ninety (90) calendar days after their anniversary date. If the officer was unable to utilize that time due to denial of such usage, the Police Chief will approve such carryover. All other requests for carryover will be decided within the discretion of the Police Chief. If the officer did not have his request for usage denied or did not attempt to use his/her vacation time, the vacation time will not be carried over nor paid out to the officer. If the officer is denied requests for usage during any approved carryover period, the officer shall then be paid for the unused vacation period at the end of said carryover period, at their current straight time hourly rate of pay.

ARTICLE XVI

SICK LEAVE

Section 16.1 Days Earned

Employees shall be granted twelve (12) days of paid sick leave per year accruing on a monthly basis. Sick days will be earned by employees during their Probationary Period, but cannot be used until after three (3) months of employment. Employees may accrue a maximum of fifty (50) sick days. Unused sick leave will not be compensated upon termination of employment.

Section 16.2 Sick Leave Utilization

Sick leave may be granted in full day increments for incapacitation due to illness, medical appointments, injury or disability. Sick leave may also be utilized for illness to an immediate family member (spouse or dependent child living in the household) and pursuant to the Illinois Employee Sick Leave Act (Public Act 99-0841). Employees must contact his Sergeant at least one (1) hour prior to the start of his/her shift in order to utilize sick leave for that day. If an employee fails to call in by that time, the absence will be considered unexcused and sick leave will not be granted. After more than three (3) consecutive sick days have been taken by an employee, the Chief of Police or Village may require a return to work release from a doctor.

Section 16.3 Family and Medical Leave

The parties agree to comply with their obligations, if any, under the Family and Medical Leave Act of 1993 and any revisions thereto, and the rules and regulations issued in conjunction therewith.

Section 16.4 Line of Duty Injury

An employee who sustains an injury or illness arising out of and in the course of employment with the Village shall be covered by the provisions of the Public Employees Disability Act, 5 ILCS 345/0.01 *et seq.*

ARTICLE XVII

ADDITIONAL LEAVE OF ABSENCE

Section 17.1 Unpaid Discretionary Leave

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee where the Village, in its sole discretion, determines there is good and sufficient reason.

Section 17.2 Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Chief of Police or his/her designee thirty (30) days in advance of the requested leave, or as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the Employer and it shall be in writing.

Section 17.3 Military Leave

An employee who is covered by the terms of this Agreement, who is a member of a Reserve force of the Armed Forces of the United States or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs, perform other assigned duties or who should be called to active status, shall be granted a military leave of absence in accordance with Federal, State and local Statutes, and with no loss of benefits (including insurance benefits) or seniority rights for the duration of their active duty status. This shall also include any leave for monthly, yearly and any other necessary training required through their military obligations. Additionally, this leave shall not be charged against any accrued vacation, sick leave, personal leave or any other paid leave. Employees returning from Military Leave status shall be immediately returned to their position prior to their leave.

Section 17.4 Funeral Leave

When death occurs in the immediate family of any bargaining unit employee, said employee shall be granted three (3) scheduled work days off without loss of pay as funeral leave. Additional time needed by the Employee may be granted, but will be deducted from accumulated vacation time or sick time at the employee's discretion and the Police Chief's approval. If an employee has no accumulated paid time, the employee may request the use of unpaid time to extend bereavement leave. Such requests will be at the discretion of the Village. Days taken as funeral leave shall not be deducted from sick leave or any other paid leave.

"Immediate Family" is defined as the employee's: Spouse, Child, Step Child, Parent, Step-Parent, Brother, Step Brother, Sister, Step Sister, Grandparent, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, and

Grandchild and officially recognized civil union partner pursuant to 750 ILCS 75/10 *et seq.* An employee will be granted one (1) day with pay for any member of the extended family and one (1) day with pay to attend funeral services for a co-worker that is a member of the bargaining unit.

Section 17.5 Benefits While on Leave

- (a) Upon the return, of an approved leave of absence, the employee will be restored to their former position, or an equivalent position, if available, unless otherwise required by law. If the employee would have been eligible for layoff according to his/her seniority except for his/her leave, he/she shall have the option to go directly on layoff.
- (b) During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire amount of the insurance premium involved of the insurance premiums, unless required otherwise by law.
- (c) Employees while on illness leave shall be entitled to holiday pay during the first thirty (30) days of such leave.

Section 17.6 Jury Duty

Any employee who is called for or selected to serve on a jury trial shall receive their usual rate of pay for every scheduled day of work missed because of jury duty, provided they turn the stipend received for jury duty on these days over to the Employer. Leave for jury duty will not be charged against the employee's annual leave or sick leave and all benefits will continue to accumulate during each day of jury duty leave.

Section 17.7 Court Attendance

Employees shall be granted leave, with pay, for attending court as a subpoenaed witness, in any matter directly related to the performance of their duties for the Village. Employees subpoenaed to appear in court shall be paid in full but will turn into the Village the amount paid to the employee as a witness fee.

ARTICLE XVIII

UNIFORM ALLOWANCE

Section 18.1 Quartermaster System

The quartermaster system with respect to the provision of uniforms and related equipment shall continue for the term of this Agreement. The Village shall provide each employee with an annual allotment of one thousand dollars (\$1000.00) per fiscal year (prorate if employed less than a year) for use by each employee to obtain uniforms, job related weather gear, related equipment and the replacement thereof, provided that up to two hundred dollars (\$200.00) may be carried over from one fiscal year to the next fiscal year.

In addition, the Employer will provide at no cost to the employee, a ballistic vest (minimum Level II-A) and replacement vest panels as recommended by the manufacturer (or government recalls). The Employer will also provide at no cost to the employee all uniforms and equipment required when initially hired consisting of a flashlight, OC (oleo-resin capsicum) spray, one pair of handcuffs, asp, all carriers for equipment (including leather items), replacement batteries, for the protection of those employees performing patrol or investigation duties and any other duty related items. Such equipment will be equal to the list of equipment as provided when the Officer is originally hired, as listed above and job related weather gear.

The Village shall provide each officer a written statement reflecting the remaining balance of their clothing allowance account, upon request of the officer, up to four times per year.

The Village will also provide at no cost to the officer all uniforms and equipment required when initially hired, excluding firearm.

Section 18.2 Uniform Changes

In addition to the above, the Employer agrees that any changes to the uniform presently being worn will be provided for by the Employer. This includes any departmental uniform changes.

Section 18.3 Replacement of Damaged Clothing

The Employer agrees to replace the clothing of any employee which is damaged as a result of the employees' duties, excluding ordinary wear and tear. Such incident shall be documented to the employee's immediate supervisor.

Section 18.4 Replacement of Personal Property

The Employer agrees to repair or replace corrective lenses, prescription sun glasses, wrist watch, cellular phone or other item of personal property which is worn or carried by the Employee, and which is not prohibited by the Employer, when same is damaged or destroyed as a result of the Employee's performance of duty. Such claims for replacement or repair shall be accompanied by receipts and shall be limited to two hundred seventy-five dollars (\$275.00) per fiscal year per employee. Such claims shall be documented by the Employee to the Chief of Police and shall be reviewed by the Chief of Police.

ARTICLE XIX

EDUCATION, TRAVEL & GENERAL

Section 19.1 Schools, Seminars, and Conferences

Where the Village requires attendance of an officer at a school course, seminar, conference or training program, the fees for such will be paid by the Village.

Section 19.2 Tuition Reimbursement Program

The Village may pay for books and training courses the employee engages in that improve the employee's ability to perform Village duties. In order to qualify for reimbursement, the employee must receive approval before taking the course and receive a passing grade of "C" or above or "Pass" if the class is graded on a Pass/Fail basis. Once approval for reimbursement is given, it cannot be rescinded. Employees receiving prior approval will receive this reimbursement, as approved, within thirty (30) days upon proof of completion of course and grade achieved, to the Village.

Section 19.3 Use of Personal Vehicle for Official Business

Employees required to use their personal vehicle for required attendance at any school, seminar, conference, or for official business shall be compensated at the current IRS per mile rate and reimbursed for such use on a monthly basis.

Section 19.4 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Village and the Council as being defective unless the defective condition has been corrected.

Section 19.5 Travel Expense Reimbursement

For meetings and conferences held outside the Village, which require an overnight stay, employees will receive per diem according to the GSA (U.S. General Services Administration) per diem rate for the community in which the meeting or conference is taking place to cover meals, tips and all other incidental expenses. In addition, the following expenses shall be reimbursed to the employee:

- 1) Direct travel, including air, bus, train, and taxi fares, parking, tolls, and other reasonable expenses;
- 2) Direct travel by personal vehicle at the established rate per mile;
- 3) Overnight lodging;
- 4) Other reasonable and related expenses subject to review by the Chief of Police; and
- 5) A travel reimbursement form shall be completed within ten (10) days of returning from trip for an amount due the employee, and the employee, upon presentation of the required receipts shall receive the appropriate amount due on the employee's following pay period.

Section 19.6 Firearms Training or Qualifications

For the purposes of firearms training or firearms qualifications, the Village shall provide all ammunition required, to be used for such purposes, at no cost to the officer.

Section 19.7 Council Use of Bulletin Boards

The Employer shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

ARTICLE XX

HEALTH AND LIFE INSURANCE

Section 20.1 Life Insurance

The Village will provide each full-time officer covered by this Agreement with term Life and Accidental Death & Dismemberment Insurance in the amount of \$25,000.00. The Village will maintain term Life Insurance for full-time officers covered by this Agreement for an additional \$25,000.00 in the event the officer is killed in the Line of Duty. The Village reserves the right to change insurance carriers and plan coverage so long as such change does not alter the benefit amount as listed above. The

Village will notify the union of any such change. Benefits of the Plan will be determined by the Plan documents.

Section 20.2 Group Insurance Coverage

The Village shall provide group health, dental (including orthodontics), vision, and prescription coverage for all employees covered under this Agreement and their dependents. The coverage and type of policies shall be at the minimum as is set forth and existed prior to the signing of this Agreement.

Section 20.3 Cost

Employees are eligible to participate in the Village's group insurance program as outlined in Section 20.2 of this Article after thirty (30) days of employment. Participating employees will contribute the premium cost, via a payroll deduction, for monthly premium cost of the coverage chosen. The Village reserves the right to change insurance carriers and plan coverage so long as such change will provide substantially similar benefits to employees. The Village will notify the union of any such change. Benefits of the plan will be determined by the plan documents. Premium contributions will be determined as follows:

5/1/2017-4/30/2020:

PPO-Premium contribution of 90% Employer, 10% Employee for single employee coverage; 88% Employer and 12% Employee for Employee plus spouse coverage; 85% Employer and 15% Employee for all other dependent coverage tiers.

HMO-Premium contribution of 95% Employer and 5% Employee for single employee coverage; 94% Employer and 6% Employee for Employee plus spouse coverage; and Employer 93% and Employee 7% for all other dependent coverage tiers.

Section 20.4 Worker's Compensation Insurance

The Village shall comply with the Illinois Worker's Compensation Act 820 ILCS 305/1, *et seq.* All Employees covered by this Agreement shall be covered by a worker's compensation policy for job related injuries. The applicable state law and insurance policies will determine the employee's benefits for job-related injuries.

Section 20.5 Inoculation

The Village agrees to pay full expenses for inoculation or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

Section 20.7 Spouses and Dependents of Officer Killed in the Line of Duty

The Village agrees to comply with the terms of the Public Safety Employees Benefits Act, 820 ILCS 320/10, as amended from time to time.

ARTICLE XXI

WAGES

Section 21.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule set forth in Appendix "A", attached hereto and incorporated herein by reference.

Section 21.2 Field Training Officer

Officers designated as a Field Training Officer shall receive one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay rate for each full day (consisting of one-half (1/2) or more of the officer's shift) of training. An officer who serves for less than one-half (1/2) of the shift shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for Field Training Officer duties.

Section 21.3 Officer in Charge (O.I.C.)

Officers assigned the duties of acting sergeant or acting supervisor shall receive O.I.C. pay in the amount of one (1) additional hour of pay at time and one-half (1 ½) their regular straight time hourly rate of pay for each full day (consisting of more than one-half (1/2) of the officer's shift). An officer who serves for one-half (1/2) of the shift or less shall receive one half (1/2) hour of additional pay at time and one-half (1 ½) their regular straight time hourly rate of pay for such duties and responsibilities. This shall also apply to the senior officer in charge of a shift (when an acting sergeant or acting supervisor is absent).

Section 21.4 Modified Lateral Transfer

Newly hired officers who have previous police experience as a full-time officer and are Illinois Certified Officers, upon completion of their F.T.O. training program, shall be placed in the wage schedules listed below:

- Two (2) to three (3) years experience, start at the two (2) year base pay.
- Three (3) years to four (4) years experience, start at the three (3) year base pay.
- Four (4) years to five (5) years experience, start at the four (4) year base pay.
- Five (5) years and Over experience, start at the five (5) year base pay.

ARTICLE XXII

DRUG AND ALCOHOL TESTING

Section 22.1 Purpose

The Village and the Union acknowledge that alcohol and drug abuse, hereinafter referred to as “substance abuse”, is a serious and complex issue that can negatively affect the performance and safety of officers as well as the safety of the public. The Village and the Union are committed to preventing and addressing the problems of substance abuse in order to ensure the safety of officers and the public

In order to ensure the safety of officers, the safety of the public, and to the Village, the Village will conduct drug and alcohol testing of officers as described below.

Section 22.2 Type of Testing

The Village may conduct Reasonable Suspicion Testing of Officers as follows:

When the Chief of Police or his designee has reasonable suspicion that an officer is under the influence of alcohol or drugs, the Village may require that officer immediately report to a medical facility to provide samples for testing in accordance with the testing procedure outlined in Section 22.4 below. Reasonable suspicion is defined as suspicion based on personal observation of the Chief of Police or his designee concerning the behavior, appearance, speech, breath odor, and/or demeanor of an officer. The Chief of Police may also order the officer to be tested under this section based on verified reports or complaints made to the Chief of Police by a member of the public. Finally, the Chief of Police may order reasonable suspicion testing in conjunction with the investigation of an incident involving the injury of a police officer or member of the public, a vehicle accident or discharge of a firearm.

Section 22.3 Chain of Possession Procedure

This refers to the procedure used to document the handling of the urine specimen from the time the officer gives the specimen to the collector until the specimen is destroyed. All chain of possession procedures utilized under this Program for testing of controlled substances and/or alcohol shall be the same as those approved by the Substance Abuse and Mental Health Services Administration (“SAMHSA”), as are now in effect or as hereinafter amended.

Section 22.4 Testing Procedure

All laboratories used to screen for drug and/or alcohol use pursuant to this Program will be accredited by the Substance Abuse and Mental Health Services Administration (“SAMHSA”).

A. Specimen Integrity.

All specimens will be assed and tested for any attempts to adulterate or tamper with the integrity of the sample pursuant to SAMHSA guidelines.

B. Drug Screening.

Drug tests will be conducted to screen the presence of the following drugs and their metabolites.

- | | |
|------------------|--------------------|
| 1. Marijuana | 6. Barbiturates |
| 2. Cocaine | 7. Benzodiazepines |
| 3. Opiates | 8. Methadone |
| 4. Amphetamines | 9. Methaqualone |
| 5. Phencyclidine | 10. Propoxyphene |

C. Urine Testing.

All urine testing procedures will be performed with the standards approved by the Substance Abuse and Mental Health Services Administration (“SAMHSA”). Split specimen samples will be maintained as per “SAMHSA” requirements and guidelines. Confirmatory testing utilizing Gas Chromatography and Mass Spectroscopy will be utilized according to “SAMHSA” guidelines and requirements.

D. Alcohol Testing.

All breath or saliva tests performed under this Program shall be performed to determine blood alcohol content. Any officer having alcohol concentration of at least 0.04 shall be deemed to have tested positive for the use of alcohol and such a result may subject the officer to the disciplinary provisions contained in Section 22.9 of this Article

Section 22.5 Medical Review Officer

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory test results generated by this Program and evaluating medical explanations for certain drug test results. The Village shall retain a qualified Medical Review Officer to receive test results from the laboratory and to carry out all actions necessary to confirm positive test results.

Section 22.6 Refusal to Submit to Testing

The Village requires a consent form to be signed by the individual prior to testing. Any officer who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the officer may be subject to disciplinary action up to and including discharge.

Section 22.7 Confidentiality of Results

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for samples. When employment status will be affected, confirmatory testing will be carried out. Records and information about testing and results will be treated as private and confidential.

The Chief of Police will make a confidential report to the Village Administrator and Village Mayor stating when testing occurred, the results of such testing, and any discipline that resulted from such testing.

Section 22.8 Disciplinary Procedure

- A. Any officer who tests positive under this testing procedure may be subject to disciplinary action in accordance with Article X of this Agreement, up to and including discharge.
- B. An officer who tests positive will be informed of the test result by the Chief of Police in compliance with Section 22.4 of this Article. The officer shall be removed from active duty involving road patrol, telecommunications duties, handling of prisoners or suspects and any duties requiring possession of a firearm. The Chief of Police and the officer will arrange a meeting where the officer shall have the opportunity

to respond to the allegation of the positive test result. The officer may have the sample retested at his/her own expense, at an accredited testing facility as outlined in Section 22.4 of this Article.

- C. The illegal use, possession, sale or distribution of any illegal drug may subject the officer to discipline, up to and including termination. Being under the influence of any illegal drug while on duty may also subject the officer to discipline, up to and including termination. Being under the influence of alcohol at a concentration level of .08 or above may subject the officer to discipline, up to and including termination.
- D. The first offense of being under the influence of alcohol below a concentration level of .08, a prescription drug exceeding the prescribed dosage, or an unprescribed prescription drug may be referred to an Officer Assistance Program and may also include disciplinary action as provided in Article X. Any subsequent offenses under these circumstances may subject the officer to discipline, up to and including termination.

ARTICLE XXIII

IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended.

ARTICLE XXIV

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 by the Board, Agency or Court decision; and upon issuance of such a decision the Village and the Labor Council agree immediately to begin negotiations on a substitute for the invalidated Article, Section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXV

DURATION

Section 25.1 Term of Agreement

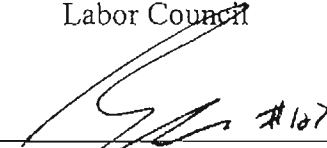
This Agreement shall be effective on May 1, 2017 and shall remain in full force and effect until 11:59 P.M. on April 30, 2020. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by Certified Mail by either party no earlier than one hundred and twenty (120) days preceding expiration. The notice referred to shall be considered to have been served as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.


Section 25.2 Continuing Effect

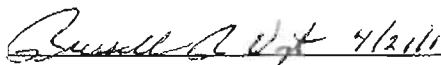
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse are continuing for a new Agreement or part thereof between the parties.

Village of Hampshire

Illinois Fraternal Order of Police
Labor Council

 #127

 #124

 4/2/17

APPENDIX "A"

WAGES

<u>Years of Service</u>	<u>04/30/17</u>	<u>05/01/17</u>	<u>05/01/18</u>	<u>05/01/19</u>
		3%	3%	3%
Start	\$53,347.86	\$54,948.30	\$56,596.74	\$58,294.65
1 year	\$54,948.31	\$56,596.76	\$58,294.66	\$60,043.50
2 years of service	\$57,695.71	\$59,426.58	\$61,209.38	\$63,045.66
3 years of service	\$60,580.50	\$62,397.92	\$64,269.85	\$66,197.95
4 years of service	\$63,609.52	\$65,517.81	\$67,483.34	\$69,507.84
5 years of service	\$66,790.02	\$68,793.72	\$70,857.53	\$72,983.26
6 years of service	\$70,129.51	\$72,233.40	\$74,400.40	\$76,632.41
7 years and over of service	\$75,389.23	\$77,650.91	\$79,980.43	\$82,379.85

APPENDIX "B"

Dues Authorization Form
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

I, _____, do hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signature: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Email: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

APPENDIX "C"

The Uniform Peace Officers' Disciplinary Act "The Bill of Rights"

Effect on Revisions 04/22/2011

The following is the text of the Uniform Peace Officers' Disciplinary Act,
Chapter 50, 725/1 et seq., ILCS.

(50 ILCS 725/1) Short Title

Sec. 1. This Act shall be known and may be cited as the "Uniform Peace Officers' Disciplinary Act". (Source: P.A. 83-891)

(50 ILCS 725/2) Definitions

Sec. 2. For the purposes of this Act, unless clearly required otherwise, the terms defined in this Section have the meaning ascribed herein:

(a) "Officer" means any peace officer, as defined by Section 2-13 of the Criminal Code of 1961, as now or hereafter amended, who is employed by any unit of local government or a State college or university, including supervisory and command personnel, and any pay-grade investigator for the Secretary of State as defined in Section 14-110 of the Illinois Pension Code, including Secretary of State sergeants, lieutenants, commanders, and investigator trainees. The term does not include crossing guards, parking enforcement personnel, traffic wardens or employees of any State's Attorney's office.

(b) "Informal Inquiry" means a meeting by supervisory or command personnel with an officer upon whom an allegation of misconduct has come to the attention of such supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

(c) "Formal investigation" means the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of 3 days.

(d) "Interrogation" means the questioning of an officer pursuant to the formal investigation procedures of the respective State agency or local governmental unit in connection with an alleged violation of such agency's or unit's rules which may be the basis for filing charges seeking his or her suspension, removal, or discharge. The term does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the officer's record but which may not in themselves result in removal, discharge or suspension in excess of 3 days.

(e) "Administrative proceeding" means any non-judicial hearing which is authorized to recommend, approve or order the suspension, removal, or discharge of an officer.

(Source: P.A. 95-293, eff. 1-1-08.)

(50 ILCS 725/3) Interrogation of Officer

Sec. 3. Whenever an officer is subjected to an interrogation within the meaning of this Act, the interrogation shall be conducted pursuant to Sections 3.1 through 3.11 of this Act. (Source: P.A. 83-981.)

(50 ILCS 725/3.1) Place of Interrogation

Sec. 3.1. The interrogation shall take place at the facility to which the investigating officer is assigned, or at the precinct or police facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.2) Disclosure of Information to Subject of Interrogation Regarding Nature of Investigation and Complaints

Sec. 3.2. No officer shall be subjected to interrogation without first being informed in writing of the nature of the investigation. If an administrative proceeding is instituted, the officer shall be informed beforehand of the names of all complainants. The information shall be sufficient as to reasonably apprise the officer of the nature of the investigation. (Source: P.A. 83-981.)

(50 ILCS 725/3.3) Time of Interrogation

Sec. 3.3. All interrogations shall be conducted at a reasonable time of day. Whenever the nature of the alleged incident and operational requirements permit, interrogations shall be conducted during the time when the officer is on duty.

(Source: P.A. 83-981.)

(50 ILCS 725/3.4) Disclosure to Subject of Interrogation of Officer in Charge, Interrogators and Others Present

Sec. 3.4. The officer under investigation shall be informed in writing of the name, rank and unit or command of the officer in charge of the investigation, the interrogators, and all persons who will be present on the behalf of the employer during any interrogation except at a public administrative proceeding. The officer under investigation shall inform the employer of any person who will be present on his or her behalf during any interrogation except at a public administrative hearing.

(Source: P.A. 94-344, eff. 1-1-06.)

(50 ILCS 725/3.5) Duration of Interrogation Sessions

Sec. 3.5. Interrogation sessions shall be of reasonable duration and shall permit the officer interrogated reasonable periods for rest and personal necessities.

(Source: P.A. 83-981.)

(50 ILCS 725/3.6) Abusive and Offensive Language Prohibited at Interrogation

Sec. 3.6. The officer being interrogated shall not be subjected to professional or personal abuse, including offensive language. (Source: P.A. 83-981.)

(50 ILCS 725/3.7) Record of Interrogation-Transcript

Sec. 3.7. A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded. (Source: P.A. 83-981.)

(50 ILCS 725/3.8) Admissions; Counsel; Verified Complaint

Sec. 3.8. Admissions; counsel; verified complaint.

(a) No officer shall be interrogated without first being advised in writing that admissions made in the course of the interrogation may be used as evidence of misconduct or as the basis for charges seeking suspension, removal, or discharge; and without first being advised in writing that he or she has the right to counsel of his or her choosing who may be present to advise him or her at any stage of any interrogation.

(b) Anyone filing a complaint against a sworn peace officer must have the complaint supported by a sworn affidavit. Any complaint, having been supported by a sworn affidavit, and having been found, in total or in part, to contain knowingly false material information, shall be presented to the appropriate State's Attorney for a determination of prosecution. (Source: P.A. 97-472, eff. 8-22-11.)

(50 ILCS 725/3.9) Right to Counsel - Presence of Representative of Collective Bargaining Unit

Sec. 3.9. The officer under investigation shall have the right to be represented by counsel of his or her choosing and may request counsel at any time before or during interrogation. When such request for counsel is made, no interrogation shall proceed until reasonable time and opportunity are provided the officer to obtain counsel.

If a collective bargaining agreement requires the presence of a representative of the collective bargaining unit during investigations, such representative shall be present during the interrogation, unless this requirement is waived by the officer being interrogated. (Source: P.A. 83-981.)

(50 ILCS 725/3.10) Admissions or Confessions Obtained in Violation of Law

Sec. 3.10. Admissions or confessions obtained during the course of any interrogation not conducted in accordance with this Act may not be utilized in any subsequent disciplinary proceeding against the officer. (Source: P.A. 83-981.)

(50 ILCS 725/3.11) Polygraph or Chemical Tests

Sec. 3.11. In the course of any interrogation no officer shall be required to submit to a polygraph test, or any other test questioning by means of any chemical substance, except with the officer's express written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record. (Source: P.A. 83-981.)

(50 ILCS 725/4) Constitutional and Legal Rights

Sec. 4. The rights of officers in disciplinary procedures set forth under this Act shall not diminish the rights and privileges of officers that are guaranteed to all citizens by the Constitution and laws of the United States and of the State of Illinois.

(Source: P.A. 83-981.)

(50 ILCS 725/5) Application of Act

Sec. 5. This Act does not apply to any officer charged with violating any provisions of the Criminal Code of 1961, or any other federal, State, or local criminal law. (Source: P.A. 83-981.)

(50 ILCS 726/0) Superseding of Provisions by Collective Bargaining Agreements

Sec. 6. The provisions of this Act apply only to the extent there is no collective bargaining agreement currently in effect dealing with the subject matter of this Act.

(Source: P.A. 83-981.)

(50 ILCS 725/7) Retaliatory Actions Prohibited

Sec. 7. No officer shall be discharged, disciplined, demoted, denied promotion or seniority, transferred, reassigned or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted by this Act.

(Source: P.A. 83-981.)

ILLINOIS FOP LABOR COUNCIL
874 Clock Tower Drive
Springfield, IL 62704
(217) 698-9433 • (217) 698-9487 / Fax



ILLINOIS FOP LABOR COUNCIL
5800 S. Wolf Road, Suite 120
Western Springs, IL 60558
(708) 784-1010 • (708) 784-0058 / Fax



GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No. / Year / Grievance No.

Date Filed: _____
Department: _____

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

STEP ONE

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

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

AGREEMENT /

/

/

/

/

/ / / / / / / / / /

THIS AGREEMENT made and entered into this ____ day of _____, 2017 by and between the Village of Hampshire, an Illinois Municipal Corporation, and having its office at 234 South State Street, Hampshire, Illinois 60140 (hereinafter referred to herein as "Village") and the Robert Wierec Declaration of Trust dated January 4, 1992 and Mary Wierec Declaration of Trust dated January 22, 1992 (hereinafter referred to collectively as "Owner)." The Village and Owner may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, the Village of Hampshire, is an Illinois municipal corporation, duly organized and existing under the laws of the state of Illinois (the "Village"); and

WHEREAS, the Robert Wierec Declaration of Trust dated, January 4, 1992 and Mary Wierec Declaration of Trust, dated January 22, 1992 (the "Owner"), are the owners (the "Owner") of the property with the common address of 555 Prairie Street, Hampshire, IL, and located within the Village of Hampshire, Illinois (the "Property"); and

WHEREAS, Owner acquired the property in 1970 and has owned it continually since that time; and

WHEREAS, the Property is approximately 4.5 acres in size; and

WHEREAS, the Property has been divided by Owner into four subdivision Units, and eight lots altogether, as depicted on Exhibits A through D, attached hereto; and

WHEREAS, Plats of Subdivision for each of four units proposed for the Property, to be called the Wierec Subdivision have been approved and/or recorded, as follows:

- a. Unit 1 Final Plat describes an area zoned for "apartments," affects the portion of the Property on which the existing apartment building is located, and was approved by the Village on January 13, 1971 and later recorded in the Office of the Kane County Recorder on _____, as Doc. No. _____ (Exhibit A);

- b. Unit 2 Final Plat describes Lots 4, 5, 6 and 7 in Unit 2, and was approved by the Village on January 13, 1971, but not recorded, and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____, 2009, as Doc. No. 2009K058568 (Exhibit B);
- c. Unit 3 Final Plat describes Lots 2 and 3 in Unit 3, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____, 2009, as Doc. No. 2009K058567 (Exhibit C);
- d. Unit 4 Final Plat describes Lot 8, and was approved by the Village on January 13, 1971 and was reapproved by the Village on December 18, 1986; and was later recorded in the Office of the Kane County Recorder on _____, 2009, as Doc. No. 2009K058569 (Exhibit D); and

WHEREAS, at the time of the public hearing regarding the Petition for Zoning of the lots, the lots conformed with the requirements of the Village Zoning Regulations as to dimension and area; and

WHEREAS, the zoning classification(s) for the Subject Property should be shown on the he Official Village Zoning map as follows:

1. Lot 1 in Unit 1 is zoned R-4;
2. Lots 2 and 3 in Unit 3 ("Duplex Lots") are zoned R-3;
3. Lots 4, 5, 6 and 7 in Unit 2 ("Single Family Lots") are zoned R-2; and
4. Lot 8 in Unit 4 is zoned R-4; and

WHEREAS, the Single Family Lots as platted are approximately 74' by 100' and approximately 7,400 sq. ft. in area; and

WHEREAS, the current Village Zoning Regulations, §6-7-2 adopted in 2001, and governing the R-2 Single Family Residential Zoning District in the Village, provide as follows:

1. Lot area shall be not less than twelve thousand (12,000) square feet, except on lots of record as of April 18, 1985, for which lot area shall be not less than six thousand five hundred (6,500) square feet.
2. Lot width shall be not less than one hundred feet (100') at the buildable area, except lots of record as of April 18, 1985, then not less than sixty-five feet (65'); and

WHEREAS, Lots 2 and 3 in Unit 3 were designated by Owner and platted for duplexes ("Duplex Lots"); and the lots are 70' by 109.35' and 7,654.5 sq. ft. in area; and

WHEREAS, the Village Zoning Regulations currently require a minimum lot area of 6,300 sq. ft. and width of “not less than one hundred feet (100’) at the buildable area for two-family detached dwellings or single family semidetached dwellings” for lots in the R-3 District; and there is no grandfathering provision contained in the R-3 Residential District provisions of the Village’s zoning regulations; and

WHEREAS, the minutes of the Board of Trustees from a meeting held on November 19, 1970 state that approval of the zoning of the lots in question would require that Owner commence development within one year of the date of approval by an ordinance establishing the re-zoning requested by Owner; and

WHEREAS, there is no ordinance in the records of the Village by which the zoning of the lots in question was ever finally approved, after recommendation from the Zoning Board of Appeals; and

WHEREAS, no construction on the lots was commenced by owner within one year of November, 1970; and

WHEREAS, the Kane County Board of School Trustees agreed to provide a certain easement to the Village to install, maintain, operate and replace an eight-inch sewer of gravity type by an Easement Agreement dated June 17, 1955 and thereafter recorded in the Office of the Kane County Recorder on June 27, 1955, as Doc. No. 783486, granting a certain easement ten feet in width over and across part of the property which now comprises Lot 3 in Unit 3; and thereafter, a sewer main was installed; and

WHEREAS, the sanitary sewer as installed falls outside of the prescribed easement, and actually lies ten feet more or less south of the northerly lot line of said Lot 3; and

WHEREAS, the Village and the Owner of the property entered into a certain Easement Agreement in 1993, recorded as Doc. No. 95K00462, which easement was part of a settlement agreement between Owner and the Village to resolve issues arising from Owner’s relocation of the creekway on his property without any permit or prior authorization (said easement is hereinafter referred to as the “20-Foot Access Easement”); and

WHEREAS, said grant of easement created a 20’ wide access easement over Lots 4, 5, 6 and 7 in the Subdivision, as a “right-of-way or easement forever, over and across the land herein specifically described, for the purpose of access to and inspection, maintenance and/or repair of the Hampshire Creek Tributary” at its new location, as part of the consideration for the Village’s settlement of issues concerning the relocation of the creekway; and

WHEREAS, the Plat of Subdivision for Unit 2 of the Wierc Subdivision dedicates to the Village a public right-of-way, labeled “Prairie Court”; and

WHEREAS, no improvements to the right-of-way labeled “Prairie Court: have been constructed to date.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the respective undertakings of the Parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing Recitals are restated and incorporated into this Agreement by this reference.
2. **Zoning Status.** The Village agrees and confirms that the zoning classification(s) of the respective portions of the Property shall be and are as follows:
 - a) R-2 For Lot 4, Lot 5, Lot 6 and Lot 7 in Unit 2
 - b) R-3 For Lot 2 and Lot 3 in Unit 3
 - c) R-4 For Lot 1 in Unit 1
 - d) R-4 For Lot 8 in Unit 4 (for the existing apartment building)

including both the Single Family Lots and Duplex Lots and lot sizes and configuration as platted, respectively; and such zoning shall be and is deemed to be "grandfathered" and allowed as consistent with the zoning regulations in effect when the Owner's zoning petition was first heard at public hearing, and said Lots shall be and are deemed and held to be buildable lots under the Village's current zoning ordinance.

These zoning classifications shall be noted on the Official Zoning Map of the Village.

3. **Grant of New Public Utility Easement.** Owner shall and hereby does grant to the Village a new easement for public utilities (a "village utility easement"), over and across the northern part of Lot 3 of Unit 3 of the Wierc Subdivision, and over and across the southern part of Lot 14 of the Wayne Maushak Subdivision in the Village of Hampshire, as more particularly depicted on Exhibit E attached hereto and incorporated herein by this reference.

4. **Release of Easement.** Upon delivery to the Village by Owner of a written Grant of Easement for the easement described in Paragraph 3 above, in recordable form and duly executed by all necessary parties (other than the Village), the Village shall deliver to Owner:

a) a Release of Easement, in form and substance as set forth on Exhibit F attached hereto and incorporated herein, releasing the 20-foot Access Easement otherwise described herein and granted to the Village by Owner by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 95K00462.

b) a Release of Easement, in form and substance as set forth on Exhibit G attached hereto and incorporated herein, releasing the 10-foot Easement for gravity sewer purposes otherwise described herein and granted to the Village by the Kane County Board of School Trustees by the Easement Agreement that was recorded in the Office of the Kane County Recorder as Document Number 783486

5. **Recording.** The Village shall at its own expense record in the Office of the Kane County Recorder the new Grant of Easement for Public Utilities described in Paragraph 3 above, and after such recording shall deliver to Owner a copy thereof; and Owner shall at its own expense record in the Office of the Kane County Recorder the two Releases of Easement described in Paragraph 4 above and after such recording shall deliver to the Village Clerk a copy of each such release.

6. **Miscellaneous.**

a) **No Agency or Partnership.** This Agreement does not make either party the agent, legal representative, partner or joint venturer of the other for any purpose whatsoever. Neither party has the right to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner or concerning any matter.

b) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties as well as their respective heirs, personal representatives, successors and assigns. This Agreement shall run with the land.

c) **Construction.** Wherever possible, each provision of this Agreement shall be liberally interpreted in such a manner as to be effective under applicable law and the expressed intent of the parties, but if any provision of this Agreement shall be prohibited or invalid, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

d) **Counterparts.** This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

e) **Applicable Law.** Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

f) **Further Documents.** Each of the Parties will, and will cause its respective affiliates to, at the request of another party, execute and deliver to such other party all such further instruments, assignments, assurances and other documents as such other party may reasonably request in connection with the carrying out of this Agreement and the transactions contemplated hereby.

g) **Prevailing Party.** If suit is brought or an attorney is retained by any party to this Agreement to enforce the terms of this Agreement, or to collect money damages for breach hereof, the substantially prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

h) **Waiver.** The waiver by any party of any term, covenant, agreement or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement, or condition contained in this Agreement.

i) **Recordation.** Upon execution by all of the Parties, this Agreement shall be recorded with the Kane County Recorder by the Village; the parties shall split the cost of such recording; and a recorded copy shall be provided to each party.

j) **Corporate Capacities.** The parties acknowledge that the corporate authorities of the Village have approved this Agreement and the Village President and Village Clerk have executed this Agreement in their official capacities and not personally, and that no personal liability of any kind shall attach or extend to said officials on account of any act performed or failed to be performed in connection with the execution and implementation of this Agreement.

*Remainder of Page Intentionally Left Blank;
Signature Page Next Follows This Page.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year noted above.

OWNER:

Robert Wierc Declaration of Trust dated, January 4, 1992

By: _____
Robert Wierc
Its: Trustee

Mary Wierc Declaration of Trust, dated January 22, 1992.

By: _____
Mary Wierc
Its: Trustee

VILLAGE:

Village of Hampshire,
an Illinois Municipal Corporation

By: _____
Village President

Attest: _____
Village Clerk

Prepared by / Return to:

Mark Schuster
Bazos, Freeman, Schuster & Braithwaite LLC
Attorney for the Village of Hampshire
1250 Larkin Avenue #100
Elgin, IL 60123
mschuster@bazosfreeman.com

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

The undersigned, a Notary Public, does hereby certify that Robert Wierec, personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Robert Wierec Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2017.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

The undersigned, a Notary Public, does hereby certify that Mary Wierec, personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of the Mary Wierec Declaration of Trust, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2017.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

The undersigned, a Notary Public, hereby certifies that Jeffrey R. Magnussen personally known to me to be President of the Village of Hampshire, and Linda Vasquez, personally known to me to be Clerk of the Village of Hampshire, whose names are subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such President, and as such Clerk, respectively, he signed and delivered the said instrument as such President of the Village, and she signed and delivered the said instrument as such Clerk of the Village, as his and her free and voluntary act, respectively, and as the free and voluntary act of the Village of Hampshire, for purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2017.

Notary Public

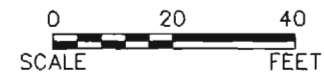
My commission expires:

R
C

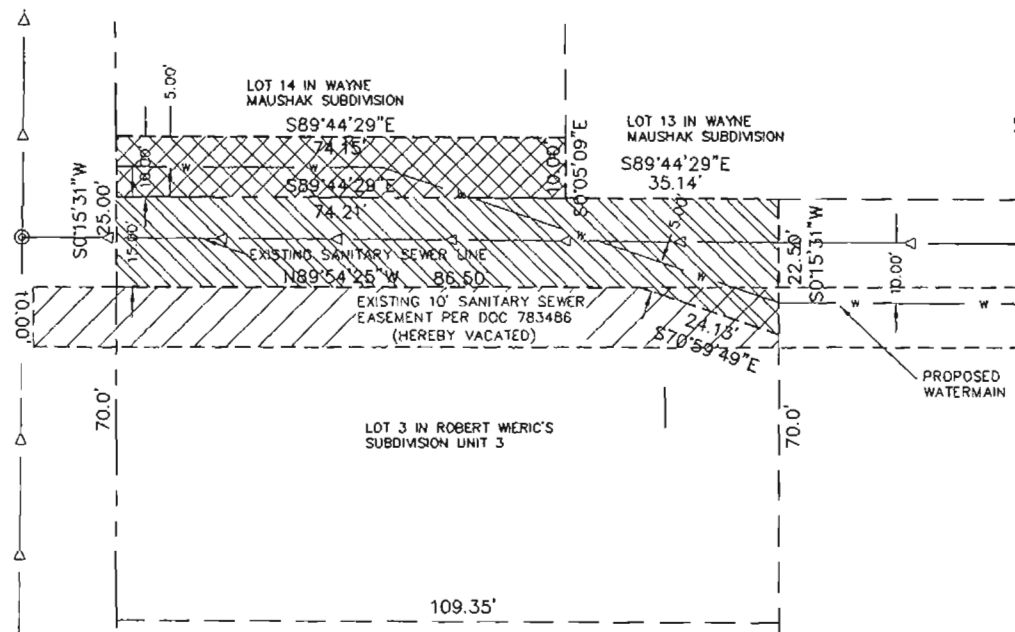
LIST OF EXHIBITS




- A. Plat of Subdivision / Robert Wierc Subdivision, Unit 1
- B. Plat of Subdivision / Robert Wierc Subdivision, Unit 2
- C. Plat of Subdivision / Robert Wierc Subdivision, Unit 3
- D. Plat of Subdivision / Robert Weirec Subdivision, Unit 4
- E. Grant of New Public Utility Easement
- F. Release of 20' Access Easement
- G. Release of School Board of Trustees Sewer Easement

EXHIBIT "E"



PRAIRIE STREET



- 
 VILLAGE UTILITY EASEMENT GRANTED OVER LOT 14 IN WAYNE MAUSHAK SUBDIVISION
- 
 VILLAGE UTILITY EASEMENT GRANTED OVER LOT 3 IN ROBERT WERIC'S SUBDIVISION UNIT 3
- 
 EXISTING 10' SANITARY SEWER EASEMENT PER DOC 783486 HEREBY VACATED



Engineering Enterprises, Inc.
 CIVIL ENGINEERS & LAND SURVEYORS
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 630.466.6700 / www.eeiweb.com

PROJECT NO: HA121Z
 FILE NO: HA1217

No. 17 -

**A RESOLUTION
APPROVING A CERTAIN AGREEMENT WITH THE OWNERS OF
ROBERT WIEREC'S SUBDIVISION PROPERTY FOR DEDICATION
OF A NEW EASEMENT AND FOR RELEASE OF TWO EXISTING
EASEMENTS RELATED TO SAID SUBDIVISION, AND
FOR OTHER MATTERS.**

WHEREAS, the Robert Wierec Trust and the Mary Wierec Trust are the owners of certain property generally located at 555 Prairie Court in the Village, and generally referred to as Robert Wierec's Subdivision; and

WHEREAS, said subdivision consists of four platted units and eight residential lots; and

WHEREAS, certain matters have arisen regarding said subdivision, the zoning classification and buildability of lots located therein, and the existence and/or need for certain easements related thereto; and

WHEREAS, the owners and the Village have come to an understanding regarding such matters, and desire to reduce their understanding to a written document in an Agreement to be executed by all parties; and

WHEREAS, the Corporate Authorities of the Village deem it to be in the best interests of the Village to enter into such Agreement at this time; and

WHEREAS, the Village desires to accept dedication of a new right-of-way known as Prairie Court in Unit 2 of said subdivision, and dedication of a new Village Utility Easement from the owners at this time; and

WHEREAS, because of the existence of the new right-of-way and new easement, the Corporate Authorities find it advisable to release and vacate two existing easements in said subdivision at this time.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS AS FOLLOWS:

Section 1. That certain Agreement by and between the owners of the land known as Robert Wierec's Subdivision, and the Village, to be dated this date, and in words and figures as attached hereto, shall be and is hereby approved.

Section 2. The Village President shall be and is authorized to execute and deliver, and the Village Clerk to attest, said Agreement on behalf of the Village, upon receipt of an original thereof duly executed by the owners.

Section 3. Dedication of the easement for village utility purposes as described in said Agreement, and as set forth on an appropriate Plat of Easement to be prepared by the Village Engineer and to be duly executed by the appropriate owners, which shall be dated as of May 4, 2017, shall be and hereby is formally accepted by the Village.

Section 4. Dedication of the right-of-way labeled as "Prairie Court" on the Plat of Subdivision for Unit 2 of said subdivision, which Plat is recorded in the Office of the Kane County Recorder as Doc. No. 2009 K 058567, shall be and hereby is formally accepted by the Village.

Section 5. Any motion, order, resolution or ordinance in conflict with the provisions of this Resolution is to the extent of such conflict hereby superseded and waived.

Section 6. If any section, subdivision, sentence or phrase of this Resolution is for any reason held to be void, invalid, or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution.

Section 7. This Resolution shall take full force and effect upon its passage and approval as provided by law.

ADOPTED this _____ day of _____, 2017, pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED this _____ day of _____, 2017.

Jeffrey Magnussen
Village President

ATTEST:

Linda Vasquez
Village Clerk

R E

VILLAGE OF HAMPSHIRE

Accounts Payable

May 4, 2017

The President and Board of Trustees of the Village of Hampshire
Recommends the following Warrant in the amount of

Total: 264,128.29

To be paid on or before
May 9, 2017

Village President: _____

Attest: _____

Village Clerk: _____

Date: _____

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
A.S.A.P.	A.S.A.P. GARAGE DOOR REPAIR 80969	AB		04/17/2017		050117	05/04/2017	159.00
	01 INV#80969		01-002-002-4100	MAINTENANCE - BLDG				159.00
						VENDOR TOTAL:		159.00
ALGR	ALPHA GRAPHICS 20769	AB		04/03/2017		050117	05/04/2017	203.22
	01 INV#20769		01-002-003-4650	OFFICE SUPPLIES				203.22
	20786	AB		04/06/2017		050117	05/04/2017	131.03
	01 INV#20786 FINAL READ SLIPS		01-001-002-4340	PRINT/ADV/FORMS				131.03
	20848	AB		04/20/2017		050117	05/04/2017	191.50
	01 INV#20848		30-001-002-4340	PRINTING/ADVERTISING/FOR				95.75
	02 INV#20848		31-001-002-4340	PRINTING - ADVERTISING				95.75
						VENDOR TOTAL:		525.75
ARDO	AREA DOOR SERVICE CO 69422	AB		04/18/2017		050117	05/04/2017	592.00
	01 INV#69422		01-002-002-4100	MAINTENANCE - BLDG				592.00
						VENDOR TOTAL:		592.00
B&F	B&F CONSTRUCTION CODE SERVICES 46396	AB		04/17/2017		050117	05/04/2017	15,269.64
	01 INV#46396 MARCH 2017 INSP		01-000-000-2060	CALATLANTIC - TUSCANY WO				165.00
	02 INV#46396 MARCH 2017 INSP		01-001-002-4390	BLDG.INSP.SERVICES				15,104.64
						VENDOR TOTAL:		15,269.64
CABA	BARBARA CASOMER 042517	AB		04/25/2017		050117	05/04/2017	140.99
	01 1 PARKWAY TREE		01-003-002-4210	CONTRAC SER - TREE REPLA				140.99
						VENDOR TOTAL:		140.99
CASA	CARGILL INCORPORATED 2903372773	AB		04/17/2017		050117	05/04/2017	10,514.12

DATE: 05/01/2017
 TIME: 16:18:08
 ID: AP430000.WOW

VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		15-003-003-4600	ICE CONTROL				10,514.12
CASA	CARGILL INCORPORATED 2903377721	AB		04/19/2017		050117	05/04/2017	8,681.65
	01		15-003-003-4600	ICE CONTROL				8,681.65
	2903380153	AB		04/20/2017		050117	05/04/2017	5,302.63
	01		15-003-003-4600	ICE CONTROL				5,302.63
							VENDOR TOTAL:	24,498.40
CLEN	CLARKE 6360901	AB		04/25/2017		050117	05/04/2017	6,736.00
	01		01-001-002-4435	MOSQUITO CONTROL				6,736.00
							VENDOR TOTAL:	6,736.00
COGE	GERRY CONRO 7348	AB		04/25/2017		050117	05/04/2017	150.00
	01		01-003-002-4210	CONTRAC SER - TREE REPLA				150.00
							VENDOR TOTAL:	150.00
CONEEN	CONSTELLATION NEW ENERGY 0038924710	AB		04/11/2017		050117	05/04/2017	39.03
	01		30-001-002-4260	UTILITIES				39.03
	0038998207	AB		04/15/2017		050117	05/04/2017	358.52
	01		31-001-002-4260	UTILITIES				358.52
	37863752	AB		04/26/2017		050117	05/04/2017	1,629.65
	01		30-001-002-4260	UTILITIES				1,629.65
	37967179	AB		04/15/2017		050117	05/04/2017	3,956.06
	01		30-001-002-4260	UTILITIES				3,956.06
							VENDOR TOTAL:	5,983.26
CUBE	CULLIGAN OF BELVIDERE MAY 2017	AB		04/30/2017		050117	05/04/2017	211.80

DATE: 05/01/2017
 TIME: 16:18:08
 ID: AP430000.WOW

VILLAGE OF HAMPSHIRE
 OPEN INVOICES REPORT

VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		ACCT#85662	01-001-002-4280	RENTAL - CARPET-WATER CO				41.00
	02		ACCT#093732	30-001-002-4280	RENTAL SERVICE				89.80
	03		ACCT#104711	01-002-002-4280	RENTALS				81.00
								VENDOR TOTAL:	211.80
EEI	ENGINEERING ENTERPRISES 040117	AB			05/01/2017		050117	05/04/2017	1,869.00
	01		HA1128 INV#61614	01-000-000-2025	MONTEMAYOR CONST-SECURIT				1,186.50
	02		HA1619 INV#61498	01-000-000-2080	CROWN - COMPOST ESCROW A				227.50
	03		HA1620 INV#61499	01-000-000-2081	CROWN - 10 A SALE ESCROW				227.50
	04		HA1621 INV#61500	01-000-000-2082	CROWN - WETLAND MIT ESCR				227.50
								VENDOR TOTAL:	1,869.00
FISA	FOX VALLEY FIRE & SAFETY IN00078854	AB			04/10/2017		050117	05/04/2017	150.00
	01		INV#IN00078854	30-001-002-4280	RENTAL SERVICE				150.00
								VENDOR TOTAL:	150.00
GALL	GALLS, LLC 007345750	AB			04/12/2017		050117	05/04/2017	49.01
	01		ACCT#5153586	01-002-003-4690	UNIFORMS				49.01
								VENDOR TOTAL:	49.01
GEOBRU	GEORGE BRUST 050117	AB			05/01/2017		050117	05/01/2017	65.27
	01		SUGAR GROVE-APRIL 27, 2017	01-001-002-4290	TRAVEL EXPENSE				28.89
	02		AURORA -APRIL 5, 2017	01-001-002-4290	TRAVEL EXPENSE				36.38
								VENDOR TOTAL:	65.27
GRAU	GROSS AUTOMATION, LLC 0109757-IN	AB			04/07/2017		050117	05/04/2017	8,383.53
	01		INV#0109757-IN	31-001-003-4670	MAINTENANCE SUPPLIES				8,383.53
								VENDOR TOTAL:	8,383.53
HDSUWA	HD SUPPLY WATERWORKS LTD G710398	AB			01/27/2017		050117	05/04/2017	15.46

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#G710398	31-001-003-4670			MAINTENANCE SUPPLIES		15.46
							VENDOR TOTAL:		15.46
HEJA	JAMIE HERRMAN 7893	AB			04/18/2017		050117	05/04/2017	68.67
	01		INV#7893	01-005-002-4380			OTHER - ZONING SIGNAGE		68.67
							VENDOR TOTAL:		68.67
IEPAFISC	IEPA BUREAU OF WATER APRIL 2017	AB			03/15/2017		050117	05/04/2017	129,549.94
	01		PROJECT: L17-1711 BILL #27	31-001-004-4792			IEPA INTEREST		21,988.99
	02		PROJECT: L17-1711 BILL #27	31-001-004-4793			IEPA PRINCIPAL		107,560.95
							VENDOR TOTAL:		129,549.94
IPODBA	IPO/DBA CARDUNAL OFFICE SUPPLY 590923-0	AB			04/25/2017		050117	05/04/2017	31.68
	01		INV#590923-0	01-002-003-4650			OFFICE SUPPLIES		31.68
							VENDOR TOTAL:		31.68
KONMIN	KONICA MINOLTA BUSINESS SOLUTI 245078027	AB			04/22/2017		050117	05/04/2017	98.36
	01		INV#245078027	01-002-002-4340			PRINT/ADV/FORMS		98.36
							VENDOR TOTAL:		98.36
LAWI	LAWRENCE WINN 7788	AB			04/27/2017		050117	05/04/2017	184.99
	01		BOOTS	01-003-003-4690			UNIFORMS-RENTAL		184.99
							VENDOR TOTAL:		184.99
LIOF	LIFTOFF LLC 2021	AB			04/20/2017		050117	05/04/2017	394.20
	01		INV#2021	01-001-002-4380			OTHER PROF.SERVICES-VILL		394.20
							VENDOR TOTAL:		394.20

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MAFL	MARATHON FLEET 49638008	AB			04/30/2017		050117	05/04/2017	1,786.67
	01 CARD #1			30-001-003-4660	GASOLINE/OIL				133.28
	02 CARD #2			31-001-003-4660	GASOLINE - OIL				78.68
	03 CARD #3			01-003-003-4660	GASOLINE/OIL				59.00
	04 CARD #4			01-002-003-4660	GASOLINE/OIL				38.78
	05 CARD #5			01-002-003-4660	GASOLINE/OIL				81.41
	06 CARD #6			01-002-003-4660	GASOLINE/OIL				92.60
	07 CARD #7			01-002-003-4660	GASOLINE/OIL				132.43
	08 CARD #8			01-002-003-4660	GASOLINE/OIL				208.10
	09 CARD #9			01-002-003-4660	GASOLINE/OIL				442.07
	10 CARD #11			01-002-003-4660	GASOLINE/OIL				520.32
								VENDOR TOTAL:	1,786.67
MIFISE	MIDWEST FIRE & SECURITY 32013	AB			04/11/2017		050117	05/04/2017	150.00
	01 INV#32013			30-001-002-4280	RENTAL SERVICE				150.00
								VENDOR TOTAL:	150.00
MISA	MIDWEST SALT P436668 A	AB			01/19/2017		050117	05/04/2017	4,863.00
	01 REPLACEMENT FOR MISSING CHECK			01-000-000-1000	A/P DISBURSING ACCOUNT -				4,863.00
	02 #20291			** COMMENT **					
	P436960	AB			04/21/2017		050117	05/04/2017	5,047.24
	01 INV#P436960			30-001-003-4680	OPERATING SUPPLIES				5,047.24
								VENDOR TOTAL:	9,910.24
NICOR	NICOR APRIL 2017	AB			04/26/2017		050117	05/04/2017	4,283.69
	01 ACCT#19-61-05-1000 0			31-001-002-4260	UTILITIES				24.15
	02 ACCT#87-56-68-1000 5			30-001-002-4260	UTILITIES				4,172.07
	03 ACCT#66-55-16-4647 5			31-001-002-4260	UTILITIES				87.47
								VENDOR TOTAL:	4,283.69
OEIP	OEI PRODUCTS 5273	AB			04/03/2017		050117	05/04/2017	169.45

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	01		INV#5273	01-003-003-4690			UNIFORMS-RENTAL		169.45
							VENDOR TOTAL:		169.45
OFDE	OFFICE DEPOT 921608837001	AB			04/19/2017		050117	05/04/2017	141.99
	01		INV#921608837001	01-002-003-4680			OPERATING SUPPLIES		141.99
							VENDOR TOTAL:		141.99
PAIN	PATTEN INDUSTRIES, INC. P50C0992269	AB			04/10/2017		050117	05/04/2017	41.60
	01		INV#INV#P50C0992269	01-003-003-4670			MAINTENANCE SUPPLIES		41.60
							VENDOR TOTAL:		41.60
PAPU	PADDOCK PUBLICATIONS T4469544	AB			04/15/2017		050117	05/04/2017	55.20
	01		INV#T4469544	01-001-002-4340			PRINT/ADV/FORMS		55.20
							VENDOR TOTAL:		55.20
PFPE	PF PETTIBONE & CO 172126	AB			04/21/2017		050117	05/04/2017	458.65
	01		INV#172126	01-002-002-4340			PRINT/ADV/FORMS		458.65
							VENDOR TOTAL:		458.65
QUCO	QUILL CORPORATION 6111765	AB			04/19/2017		050117	05/04/2017	149.99
	01		INV#6111765	31-001-003-4650			OFFICE SUPPLIES		149.99
							VENDOR TOTAL:		149.99
RKQUSE	RK QUALITY SERVICES 7455	AB			04/24/2017		050117	05/04/2017	53.57
	01		INV#7455	01-002-002-4110			MAINTENANCE - VEHL.		53.57
	7484	AB			04/28/2017		050117	05/04/2017	29.86

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VENDOR #	INVOICE #	INVOICE STATUS	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		INV#7484	01-002-002-4110			MAINTENANCE - VEHL.		29.86
RKQUSE	RK QUALITY SERVICES 7485	AB			04/28/2017		050117	05/04/2017	30.05
	01		INV#7485	01-002-002-4110			MAINTENANCE - VEHL.		30.05
							VENDOR TOTAL:		113.48
SALO	LORI SARTO 7362	AB			04/25/2017		050117	05/04/2017	150.00
	01		1 PARKWAY TREE	01-003-002-4210			CONTRAC SER - TREE REPLA		150.00
							VENDOR TOTAL:		150.00
SMEC	SMITH ECOLOGICAL SYSTEMS CO. 20550	AB			04/18/2017		050117	05/04/2017	1,167.45
	01		INV#20550	30-001-002-4120			MAINT. EQUIP.		1,167.45
							VENDOR TOTAL:		1,167.45
SUBLAB	SUBURBAN LABORATORIES, INC 144386	AB			04/29/2017		050117	05/04/2017	1,090.05
	01		INV#144386	30-001-002-4380			OTHR PROF. SERVICES		1,090.05
							VENDOR TOTAL:		1,090.05
VAIN	VAFCO INCORPORATED I171526	AB			04/27/2017		050117	05/04/2017	954.06
	01		INV#I171526	30-001-002-4120			MAINT. EQUIP.		477.03
	02		INV#I171526	31-001-002-4120			MAINT. EQUIP		477.03
	I171527	AB			04/27/2017		050117	05/04/2017	4,912.50
	01		INV#I171527	30-001-002-4120			MAINT. EQUIP.		2,456.25
	02		INV#I171527	31-001-002-4120			MAINT. EQUIP		2,456.25
							VENDOR TOTAL:		5,866.56
VWPD	VERIZON WIRELESS 9784032657	AB			04/15/2017		050117	05/04/2017	288.08

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VENDOR #	INVOICE #	INVOICE STATUS	ACCOUNT NUMBER	INV. DATE	P.O.#	BATCH	DUE DATE PROJECT	INVOICE AMT/ ITEM AMT
	01		ACCT#880495288-00001					288.08
			01-002-002-4230	COMMUNICATION SERVICES				288.08
							VENDOR TOTAL:	288.08
VWVH	VERIZON WIRELESS 9784032658	AB		04/15/2017		050117	05/04/2017	735.76
	01	ADM	01-001-002-4230	COMMUNICATION SERVICES				64.81
	02	POLICE	01-002-002-4230	COMMUNICATION SERVICES				171.42
	03	STREETS	01-003-002-4230	COMMUNICATION SERVICES				120.88
	04	WATER	30-001-002-4230	COMMUNICATION SERVICES				180.83
	05	SEWER	31-001-002-4230	COMMUNICATIONS SERVICES				197.82
							VENDOR TOTAL:	735.76
WAMA	WASTE MANAGEMENT 3530047-0011-9	AB		04/27/2017		050117	05/04/2017	42,198.73
	01	CUST ID #1-21575-13007	29-001-002-4330	GARBAGE DISPOSAL				42,198.73
							VENDOR TOTAL:	42,198.73
ZRFM	ZUKOWSKI, ROGER, FLOOD & MCARDLE 040517	AB		04/05/2017		050117	05/04/2017	243.75
	01	JAN-MARCH 15, 2017 LEAGAL FEES	01-001-002-4370	LEGAL SERVICES - VILLAGE				243.75
							VENDOR TOTAL:	243.75
							TOTAL --- ALL INVOICES:	264,128.29

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WHEREAS, the conditions for development of and transfer of title to said park space have failed and the Village retains title to said park space; and

WHEREAS, the Village desires to convey said park space to the Park District at this time, subject to certain conditions; and

WHEREAS, the parties desire to set forth in writing their agreements in regard to such matters.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, IT IS AGREED BY THE VILLAGE AND THE PARK DISTRICT, AS FOLLOWS:

1. The Village shall notify the Park District whenever an application for approval of an annexation, annexation agreement, development agreement, and/or a development plan for a residential development in the Village has been submitted to the Village for review and approval.

2. Whenever a pre-application conference pursuant to Section 6-18-8 of the Village, a concept review conference pursuant to Section 7-2-2 of the Village Code, or other pre-application or plan review conference is to be held by the Village with an owner or developer of land intended for residential development in the Village, the Village will invite the Park District by its representative to participate in such conference, for the purpose of allowing review by and comments from the Park District regarding the dedication of land and/or contribution of cash donation for park purposes, and/or development of any proposed park space.

3. The Village acknowledges and agrees that concept plans for development, preliminary plans for subdivision, and final plans for subdivision are subject to review and recommendation by the Village Plan Commission, and agrees that the Park District may submit to the Plan Commission a written statement regarding its review of and comments about any proposed development, and shall upon request be heard by the Plan Commission at any public meeting treating same, in regard to dedication of park land and/or contribution of cash to the Village for park purposes, and/or development of any such park land.

4. Prior to final action by the Corporate Authorities of the Village on any proposed annexation, annexation agreement, development agreement, and/or development plan(s), the Village President or his designee shall consult further with an appropriate representative of the Park District in regard to the terms and provisions of any proposed annexation agreement or development agreement, and/or the specifications of any concept plan, preliminary plan, or final plan for subdivision regarding dedication of park land and/or contribution of cash in lieu of such dedication, and the proposed development of any park land to be dedicated.

5. The Park District may as part of its review and/or comments request that the Village require the owner or developer, as the case may be, to execute and deliver to the Park District a separate Dedication and Improvement Agreement prior to approval by the Village of any final annexation, annexation agreement, development agreement, or development plan(s).

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6. The Village shall have final approval of any annexation, annexation agreement, development agreement, and/or development plans for any residential development of land within the Village, including any proposal for dedication of land, contribution of cash in lieu of such dedication, or a combination of dedication of land and contribution of cash for park purposes, consistent with the requirements of the Village Code and law.

7. In those instances where any land is to be dedicated for park purposes to satisfy the requirements of the Hampshire Municipal Code, Chapter 14: Developmental Impact Fees, and further, such land is to be conveyed to the Park District:

i) The Village shall as a condition of acceptance of such dedication, whenever practicable, require that a party dedicating land to the Village for park purposes obtain and deliver to the Village and/or Park District a Phase I Environmental Site Assessment for such land.

ii) The Village shall as a condition of acceptance of such dedication, whenever practicable, require that the owner of such land at its expense record in the Office of the Kane County Recorder and deliver to the Park District an appropriate deed conveying such land to the Park District.

8. Any land dedicated for park purposes and conveyed to the Park District for park purposes hereunder shall be held by the Park District as parkland for the benefit of the residents of the Village and the District in accordance with the provisions of the Park District Code, 70 ILCS 1205/1-1 et. seq.

9. At all times from and after receipt by the Park District of a deed for land dedicated for park purposes, the Park District shall be responsible for maintenance of the park land and for development of the park land at its own expense, except as otherwise may be agreed by and between the parties hereto.

10. The Village shall at the time of execution of this agreement execute and deliver to the Park District its quit claim deed conveying to the Park District the part space commonly known as Orris Ruth Park, and legally described as set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

11. At all times from and after the date of such deed, the Park District shall at its own expense be responsible for maintenance of Orris Ruth Park and for further development of Orris Ruth Park consistent with the agreed Phase Two Park Improvements, described on Exhibit "NN" attached hereto and incorporated herein by this reference; provided, the Village shall, at such time as the Park District has prepared plans for the Phase Two Park Improvements for Orris Ruth Park and is proceeding with construction thereof, and upon written application therefor by the Park District, release to the Park District such development impact fees which it then holds in respect to said park space.

12. The Village shall upon request from the Park District not more frequently than semi-annually provide to the Park District an accounting of all development impact fees for park

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purposes which have been collected and are being held by the Village; and subject to the provisions of Paragraph 11 above, the Village shall promptly consider and review for approval any written request by the Park District for release of all or any portion of such impact fees, provided the written request for release describes an appropriate use or uses of such fees in accordance with the Village Code and then-current policies of the Village.

13. The Village acknowledges and agrees that its current policy calls for distribution of transition fees which have been collected by the Village for park purposes on a monthly basis, and the Village agrees to disburse to the Park District any and all transition fees received by the Village for park purposes in accordance with said policy; and further, the Village shall notify the Park District if it considers or when it determines to alter such policy for future disbursements, and will then make such disbursements in accordance with the policy as modified.

14. This Agreement contains the entire agreement of the Village and Park District, and all prior discussions and negotiations in relation to the subjects of this agreement are merged herein.

15. This Agreement may be amended only upon mutual approval in writing by the Village and Park District.

16. Neither the Village nor the Park District may transfer, pledge or assign this Agreement or any interest herein.

17. Each party represents and warrants to the other that this Agreement has been approved by appropriate action of the respective public body, which approval shall be evidenced by a certified copy of minutes of a public meeting of such public body delivered herewith, and that the signatories below have been duly authorized to execute and deliver this Agreement on behalf of each public body, respectively.

VILLAGE OF HAMPSHIRE,

HAMPSHIRE TOWNSHIP PARK DISTRICT

By: _____
Village President

By: _____
District President

ATTEST:

By: _____
Village Clerk

By: _____
District Secretary

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