

## *Village of Gilberts*

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

[www.villageofgilberts.com](http://www.villageofgilberts.com)

### **VILLAGE BOARD MEETING AGENDA**

**Tuesday, June 7, 2022 - 7:00 p.m. - Village Hall Board Room**

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://us06web.zoom.us/j/81551555892>

Meeting ID: 815 5155 5892

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at [info@villageofgilberts.com](mailto:info@villageofgilberts.com). Any comments received by 5:00 p.m. on June 7, 2022 will be submitted into the record of the meeting.

#### **ORDER OF BUSINESS**

##### **1. CALL TO ORDER / PLEDGE OF ALLIEGENCE**

##### **2. ROLL CALL / ESTABLISH QUORUM**

##### **3. PUBLIC COMMENT\***

##### **4. CONSENT AGENDA**

- A. A Motion to approve Minutes from the May 17, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated June 7, 2022
- C. A Motion to approve the April 2022 Treasurer's Report
- D. A Motion to approve Resolution 32-2022, a Resolution Authorizing Approval of the Purchase of 100 One-Inch Water Meters and 200 Couplings from Ferguson Waterworks in an Amount Not to Exceed \$52,362

##### **5. ITEMS FOR APPROVAL**

- A. A Motion to approve an Agreement Between the Metropolitan Alliance of Police Gilberts Police Chapter #423 and The Village of Gilberts for the Period May 1, 2022 to April 30, 2026
- B. A Motion to approve Resolution 33-2022, A Resolution Approving Changes to the Village of Gilberts Personnel Policies Related to Vacation Accruals
- C. A Motion to approve a License Agreement between the Village of Gilberts and Smiley's Barbecue LLC to Operate a Concession Stand located at Town Center Park

##### **6. ITEMS FOR DISCUSSION**

##### **7. STAFF REPORTS**

##### **8. TRUSTEES' REPORTS**

##### **9. PRESIDENTS' REPORT**

##### **10. EXECUTIVE SESSION\*\***

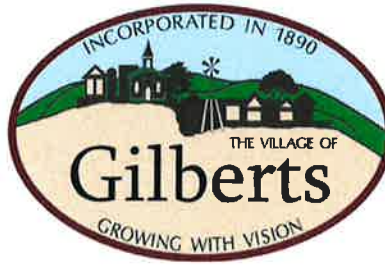
## 11. ADJOURNMENT

### **\*Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.

### **\*\*Executive Session Information**

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



**MINUTES FOR VILLAGE OF GILBERTS  
BOARD OF TRUSTEES MEETING  
Village Hall: 87 Galligan Road, Gilberts, IL 60136  
Meeting Minutes  
Tuesday, May 17, 2022**

**1. CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**2. ROLL CALL / ESTABLISH QUORUM**

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees Corbett, Allen, Hacker, Coats, and Redfield. Trustee LeClercq entered the meeting at 7:03 p.m. Others present: Village Administrator Brian Bourdeau, Management Analyst Riley Lynch, Public Works Director Aaron Grosskopf, Police Chief Todd Block, Village Attorney Kurt Asprooth, and Finance Director Taunya Fischer.

**3. PROCLAMATION**

A. A Proclamation Declaring June 5-12, 2022, as USA Special Olympics Athlete Sabrina Veverka Week – President Zambetti announced and presented a proclamation to Gilberts resident, Sabrina Veverka.

**4. PUBLIC COMMENT**

Mary Witt of 296 Pierce Street – Mrs. Witt approached the Board and expressed concerns relating to the parking lot at Memorial Park overflowing onto the grass and cars being illegally parked the past several weekends. Mrs. Witt also expressed concerns relating to the baseball teams playing earlier than 8am and children going into her backyard. President Zambetti advised Staff to reach out to the baseball teams and for the police department to look into the illegal parking.

Michelle Bauer – Mrs. Bauer approached the Board asking if it would be possible to open the bathrooms at Town Center Park for her event this weekend. Staff explained that the bathrooms, along with the splash pad, have been winterized and will not be able to be opened until Memorial Day weekend.

Kyle Linely – Mr. Linely approached the Board and asked for an update on his request. President Zambetti stated that Staff is still looking over the changed plans that were submitted.

## 5. CONSENT AGENDA

- A. A Motion to approve Minutes from the May 3, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated May 17, 2022
- C. A Motion to approve Resolution 26-2022, a Resolution Authorizing Approval of the Purchase of Ten Flygt Pumps from Xylem Water Solutions for Pump Replacements in a Total Amount Not to Exceed \$220,000
- D. A Motion to approve Resolution 27-2022, a Resolution Authorizing Approval of an Agreement with Cherry Valley Landscaping for the Purchase of a Hustler 60” Mower in an Amount Not to Exceed \$15,000
- E. A Motion to approve Resolution 28-2022, a Resolution Authorizing Approval of the Purchase of UV Disinfection Equipment from Trojan UV and Installation Services by Okeh Electric Company in a Total Aggregate Amount Not to Exceed \$165,879
- F. A Motion to approve Resolution 29-2022, a Resolution Authorizing Approval of an Agreement with National Wash Authority for the Soft Pressure Washing of Raymond and Galligan Tower in a Total Amount Not to Exceed \$13,600
- G. A Motion to approve Resolution 30-2022, a Resolution Authorizing Approval of an Agreement with Rondo Enterprises, Inc for the Purchase of Two Mowing Trailers and a Skid Steer Trailer in a Total Amount Not to Exceed \$21,000
- H. A Motion to approve Resolution 31-2022, a Resolution Authorizing Approval of the Purchase of a Crane Truck from Runnion Equipment Company in an Amount Not to Exceed \$135,000

**A Motion was made by Trustee Allen and seconded by Trustee Corbett to Approve Consent Agenda items A-H as Presented.** Roll call vote: Trustees Corbett, Allen, Hacker, Coats, Redfield, and LeClercq voted Aye. 0-nays, 0-abstained. Motion carried.

## 6. ITEMS FOR APPROVAL

There were no items for approval at this time.

## 7. ITEMS FOR DISCUSSION

- A. Concept Presentation Regarding a Development Proposal by Redwood for the Northeast Corner of Galligan Road and Binnie Road – Paul Decriffe provided a presentation of the concept plan for potential 245-unit townhome development that would consist of rental units. The parcel of land proposed to be developed is the northeast corner of Galligan Road and Binnie Road.

Trustee Corbett inquired about the sharing of the school road, amenities, and basements. Trustee Redfield inquired about the emergency exits for the subdivision. There were no major concerns or objections raised by the Board.

## 8. STAFF REPORTS

### Clerk Baker

- Working on planning the summer Movie in the Park for July 15.

### Analyst Lynch

- Working on coordinating more volunteers for Community Days.

### Administrator Bourdeau

- The contractor for Timber Trails will be working on Saturday if the weather is permitting. This will be posted online prior to the weekend.

### Director Grosskopf

- The contractors are putting down the poly leveler on the roads in Timber Trails.
- The PW crew is working on getting Waitcus Park ready to re-open.
- One of the water towers is getting drained as a leak was discovered. The water tower will be examined and looked at tomorrow.

## 9. TRUSTEES' REPORTS

### Trustee Allen

- Currently planning Community Days and asked that if any Trustees want to volunteer, to reach out to Riley.

## 10. PRESIDENTS' REPORT

President Zambetti proposed the idea to the Board of Smileys BBQ utilizing the Splash Pad concession stand during the summer. There were no objections from the Board.

## 11. EXECUTIVE SESSION

**A Motion was made by Trustee Allen and seconded by Trustee Corbett to Move to Executive Session to Discuss Collective Bargaining as permitted under 5 ILCS 120/2 (c) (2).** Roll call vote: Trustees Redfield, Corbett, Allen, Hacker, and Coats voted Aye. 0-nays, 0-abstained. Motion carried.

**A Motion was made by Trustee Allen and seconded by Trustee Corbett to Resume Regular Session Meeting.** Roll call vote: Trustees Redfield, Corbett, Allen, Hacker, and Coats voted Aye. 0-nays, 0-abstained. Motion carried. Regular session resumed at 8:42 pm.

## 11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee Corbett to adjourn from the public meeting at 8:43 pm.** Voice vote carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Courtney Baker". The signature is fluid and cursive, with the first name "Courtney" written in a larger, more prominent script than the last name "Baker".

Courtney Baker  
Village Clerk



Village of Gilberts  
87 Galligan Road  
Gilberts Illinois 60136  
Village Board Meeting  
May 17, 2022, 7:00 p.m.  
Sign in Sheet

Name

Contact Info (optional)

Mary With

296 Pierce

Michelle Bauer

167 Roston

Shawn Bauer

167 Roston

Kay Veverette

25 Wiley

Naime Veverette

25 Wiley

PK DeKiff

7007 E Pleasant Valley

Kyle Lindley

Prague #1st

Department: 00 GENERAL FUND

AMALGAMATED BANK OF CHICAGO	GO BOND INTEREST	4,750.00
AMERICAN MOBILE STAGING INC.	ENTERTAINMENT	2,050.00
ANCEL GLINK, P.C.	ESCROWS PAYABLE	2,475.00
DOUBLE D BOOKING	ENTERTAINMENT	11,125.00
DURHAM SCHOOL SERVICES L P	LABOR & OUTSIDE SERVICES	1,864.12
EUCLID BEVERAGE LLC	BEVERAGE OPERATIONS	954.75
FUN FUNKY FAB ARTS & ENTERTAINME	ENTERTAINMENT	300.00
FUN FUNKY FAB ART'S & ENTERTAINM	ENTERTAINMENT	440.00
GERARD AUDIO	ENTERTAINMENT	2,250.00
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	1,824.59
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	24,736.65
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	82.78
JG'S REPTILE ROADSHOW	ENTERTAINMENT	375.00
LAKESHORE BEVERAGE CO.	BEVERAGE OPERATIONS	1,047.00
MAD BOMBER FIREWORKS	ENTERTAINMENT	8,000.00
MENARDS - CARPENTERSVILLE	EQUIPMENT & SERVICES	367.26
MEYER SIGNS, INC	ADVERTISING / MARKETING	1,370.00
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	15,063.50
ROBINSON ENGINEERING, LTD.	ESCROWS PAYABLE	21,431.25
SCHROEDER ASPHALT SERVICES, INC	CAPITAL EQUIPMENT	983,347.33
SUNSHINE FARM II	ENTERTAINMENT	750.00
THE STEVENS GROUP	ADVERTISING / MARKETING	202.00
Total: 00 GENERAL FUND		1,084,806.23

Department: 01 ADMINISTRATIVE

ANCEL GLINK, P.C.	LEGAL EXPENSE	10,560.00
AT&T U-VERSE	COMMUNICATIONS	57.59
B&B NETWORKS, INC.	COMMUNICATIONS	329.91
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	25.89
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	915.55
FOX VALLEY SECURITY SYSTEMS	CONTRACTUAL SERVICES	816.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	117.09
RESERVE ACCOUNT	POSTAGE	200.00
RICHARD SPINKER	CONTRACTUAL SERVICES	175.00
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	443.25
TESKA ASSOCIATES INC	VILLAGE PLANNER SERVICES	4,650.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	45.00
THE STEVENS GROUP	PRINTING	1,570.40
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL PRINCIPAL	2,203.87
UNION NATIONAL BANK OF ELGIN	73 INDUSTRIAL INTEREST	1,306.67
VERIZON WIRELESS	COMMUNICATIONS	178.13
Total: 01 ADMINISTRATIVE		23,694.35

Department: 02 POLICE

CASH	OPERATING EXPENSE	346.06
CASH	PRINTING	24.70
CASH	MAINTENANCE BUILDING	55.03
CASH	TRAINING EXPENSE	68.73
KANE COUNTY CHIEFS OF POLICE	DUES	750.00
LINDA S. PIECZYNSKI	PUBLICATIONS/BROCHURES	106.00
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	83.64
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
SWIFT WASH, LLC	MAINTENANCE EQUIPMENT	115.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	36.00
THE EMBLEM AUTHORITY	UNIFORMS	396.00
VERIZON WIRELESS	COMMUNICATIONS	456.67
Total: 02 POLICE		2,752.83



Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	2,081.29
CARDUNAL OFFICE SUPPLY	OPERATING EXPENSE	143.16
CENTURY SPRINGS	CONTRACTUAL SERVICES	36.16
COMMONWEALTH EDISON	STREETLIGHTING	134.38
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	31.34
MENARDS - CARPENTERSVILLE	MAINTENANCE EQUIPMENT	89.97
NAPA AUTO PARTS	MAINTENANCE EQUIPMENT	95.70
RICHARD SPINKER	CONTRACTUAL SERVICES	175.00
RONDO ENTERPRISES INC	CAPITAL EQUIPMENT	11,545.30
RUSSO POWER EQUIPMENT	SMALL TOOLS AND EQUIPMENT	270.38
THE BUG MAN, INC	CONTRACTUAL SERVICES	47.00
TRAFFIC CONTROL & PROTECTION	SIGNS EXPENSE	209.40
VERIZON WIRELESS	COMMUNICATIONS	176.38
Total: 03 PUBLIC WORKS		15,035.46

Department: 04 BUILDING

MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	425.64
ROBINSON ENGINEERING, LTD.	BUILDING PERMIT EXPENSE	176.00
VERIZON WIRELESS	COMMUNICATIONS	101.13
Total: 04 BUILDING		702.77

Department: 06 PARKS

AEP ENERGY	UTILITIES	236.03
C. SINGLETON PLUMBING	MAINTENANCE EQUIPMENT	210.00
CARDUNAL OFFICE SUPPLY	MAINTENANCE SUPPLIES	51.82
COMMONWEALTH EDISON	UTILITIES	30.00
MENARDS - CARPENTERSVILLE	OPERATING EXPENSE	17.96
MENARDS - CARPENTERSVILLE	MAINTENANCE SUPPLIES	63.06
Total: 06 PARKS		608.87

Department: 08 GARBAGE HAULING

MDC ENVIRONMENTAL SVCS.	GARBAGE HAULING EXPENSE	59,056.75
Total: 08 GARBAGE HAULING		59,056.75

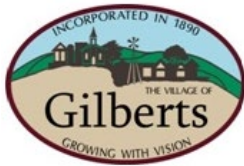
Department: 10 WATER SYSTEMS

BATTERIES PLUS	MAINTENANCE VEHICLES	89.60
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	84.90
COMMONWEALTH EDISON	UTILITIES	1,421.93
CONSTELLATION NEWENERGY, INC	UTILITIES	7,907.41
FERGUSON WATERWORKS	MAINTENANCE PARTS & MATERIALS	2,831.68
MACCARB, INC.	CONTRACTUAL SERVICES	65.53
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	75.91
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	428.53
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	285.39
MENARDS - CARPENTERSVILLE	LAB SUPPLIES & EQUIPMENT	10.08
MENARDS - CARPENTERSVILLE	MAINT SUPPLIES-JANTORIAL	29.16
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	212.94
MIDWEST SALT	BRINE HAULING EXPENSES	5,820.02
PACE ANALYTICAL SERVICES	LABORATORY TESTING	192.50
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	280.50
THIRD MILLENNIUM ASSOCIATES	PRINTING	371.52
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	1,155.65
VERIZON WIRELESS	COMMUNICATIONS	126.96
VIKING CHEMICAL COMPANY	CHEMICALS	454.47
Total: 10 WATER SYSTEMS		21,844.68

Department: 20 WASTEWATER SYSTEMS

ALEXANDER CHEMICAL CORPORATION	CHEMICALS	9,816.24
BATTERIES PLUS	MAINTENANCE VEHICLES	89.60
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	84.90
CONSERV FS, INC.	COLLECTION SYS. PUMP MAINT.	63.95
CONSTELLATION NEWENERGY, INC	UTILITIES	10,510.35
MACCARB, INC.	CONTRACTUAL SERVICES	65.53
MARCO TECHNOLOGIES LLC	CONTRACTUAL SERVICES	75.90
MARTY'S AUTOMOTIVE	MAINTENANCE VEHICLES	428.54
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	931.90
MENARDS - CARPENTERSVILLE	MAINT SUPPLIES-JANITORIAL	29.16
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	35.97
NICOR	UTILITIES	559.06
PACE ANALYTICAL SERVICES	LABORATORY TESTING	38.50
ROBINSON ENGINEERING, LTD.	ENGINEERING SERVICES	280.50
SUBURBAN LABORATORIES	LABORATORY TESTING	3,010.75
THIRD MILLENNIUM ASSOCIATES	PRINTING	371.51
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	602.09
VERIZON WIRELESS	COMMUNICATIONS	126.96
XYLEM WATER SOLUTIONS U.S.A., IN	RENTAL-EQUIPMENT	533.18
Total: 20 WASTEWATER SYSTEMS		<u>27,654.59</u>

\*\*\* GRAND TOTAL \*\*\* 1,236,156.53



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### Memorandum

**TO:** Village President Zambetti and Village Board of Trustees  
**CC:** Brian Bourdeau, Village Administrator  
**FROM:** Taunya Fischer, Finance Director  
**DATE:** June 3, 2022  
**SUBJECT:** April 30, 2022 Treasurer's Report

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Here is a brief snapshot of the Village's Budget vs. Actual as of April 30, 2022 for the General and Water Funds.

<b>General Fund</b>	<b>Budget</b>	<b>Actual</b>	<b>% BDGT Used</b>
Revenues	4,459,748.00	5,402,683.51	121%
Expenditures	4,451,615.00	4,199,089.09	94%
Net of Rev & Exp	8,133.00	1,203,594.42	

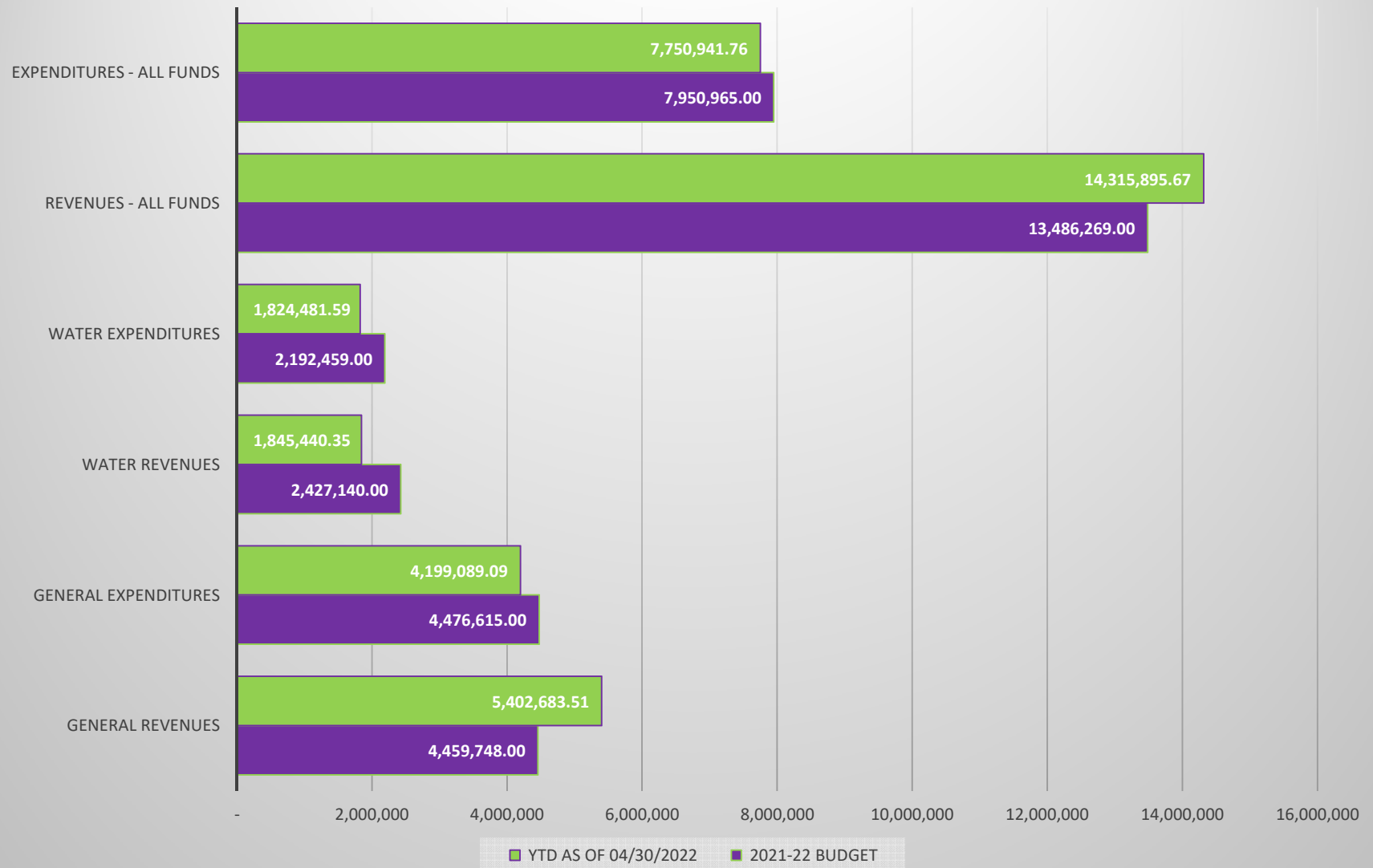
<b>Water Fund</b>	<b>Budget</b>	<b>Actual</b>	<b>% BDGT Used</b>
Revenues	2,210,350.00	1,845,440.35	76%
Expenditures	1,975,669.00	1,824,481.59	83%
Net of Rev & Exp	234,681.00	20,958.76	

The percent of fiscal year completed for this report is 100%. The General Fund revenues are at 121% and expenditures are at 94%; Water Fund revenues are at 76% and expenditures are at 83%. Looking at all funds, village-wide revenues are at 106%; expenditures are at 97%. This is a preliminary final for Fiscal Year-End April 30, 2022. As the Audit is currently in progress, numbers could and are expected to change prior to finalization.

Also included in this report for April 30, 2022 are:  
**Revenue and Expense Budget vs. 04/30/22 YTD** chart  
**Summary – All Funds** report  
**Detail – All Funds** report

Respectfully submitted,  
Taunya Fischer, Finance Director

## Village of Gilberts Revenue vs. Expenditures 2021-22 Budget vs. YTD as of 04/30/2022



**REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE**  
**PERIOD ENDING 04/30/2022 - SUMMARY**  
**% Fiscal Year Completed: 100.00**

GL NUMBER	2021-22 BUDGET	YTD BALANCE 04/30/2022	ACTIVITY FOR MONTH 04/30/2022	AVAILABLE BALANCE	% BDGT USED
<b>Fund 01 - GENERAL FUND:</b>					
TOTAL REVENUES	4,459,748.00	5,402,683.51	389,294.06	(942,935.51)	121
TOTAL EXPENDITURES	4,476,615.00	4,199,089.09	320,461.12	277,525.91	94
NET OF REVENUES & EXPENDITURES	(16,867.00)	1,203,594.42	68,832.94	(1,220,461.42)	
<b>Fund 11 - COMMUNITY DAYS:</b>					
TOTAL REVENUES	72,400.00	25,900.00	25,900.00	46,500.00	36
TOTAL EXPENDITURES	46,126.00	160.43	92.48	45,965.57	0
NET OF REVENUES & EXPENDITURES	26,274.00	25,739.57	25,807.52	534.43	
<b>Fund 12 - INFRASTRUCTURE FUND:</b>					
TOTAL REVENUES	4,555,700.00	4,699,249.94	35,085.66	(143,549.94)	103
TOTAL EXPENDITURES	254,000.00	542,714.35	255,603.86	(288,714.35)	214
NET OF REVENUES & EXPENDITURES	4,301,700.00	4,156,535.59	(220,518.20)	145,164.41	
<b>Fund 20 - WATER SYSTEM:</b>					
TOTAL REVENUES	2,427,140.00	1,845,440.35	187,404.96	581,699.65	76
TOTAL EXPENDITURES	2,192,459.00	1,824,481.59	107,999.76	367,977.41	83
NET OF REVENUES & EXPENDITURES	234,681.00	20,958.76	79,405.20	213,722.24	
<b>Fund 30 - MFT:</b>					
TOTAL REVENUES	418,074.00	459,794.57	23,447.25	(41,720.57)	110
TOTAL EXPENDITURES	75,000.00	47,480.27	6,745.20	27,519.73	63
NET OF REVENUES & EXPENDITURES	343,074.00	412,314.30	16,702.05	(69,240.30)	
<b>Fund 31 - PERFORMANCE BOND:</b>					
TOTAL REVENUES	413.00	171.25	67.66	241.75	41
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	413.00	171.25	67.66	241.75	
<b>Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:</b>					
TOTAL REVENUES	179,024.00	218,113.52	47.66	(39,089.52)	122
TOTAL EXPENDITURES	1,000.00	-	-	1,000.00	0
NET OF REVENUES & EXPENDITURES	178,024.00	218,113.52	47.66	(40,089.52)	
<b>Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:</b>					
TOTAL REVENUES	895,616.00	886,769.69	48.37	8,846.31	99
TOTAL EXPENDITURES	815,765.00	984,981.10	-	(169,216.10)	121
NET OF REVENUES & EXPENDITURES	79,851.00	(98,211.41)	48.37	178,062.41	
<b>Fund 40 - DRUG FORFEITURE PD ACCOUNT:</b>					
TOTAL REVENUES	15.00	16.73	-	(1.73)	112
TOTAL EXPENDITURES	-	-	-	-	0
NET OF REVENUES & EXPENDITURES	15.00	16.73	-	(1.73)	
<b>Fund 43 - POLICE PENSION FUND:</b>					
TOTAL REVENUES	478,139.00	777,756.11	-	(299,617.11)	163
TOTAL EXPENDITURES	90,000.00	152,034.93	-	(62,034.93)	169
NET OF REVENUES & EXPENDITURES	388,139.00	625,721.18	-	(237,582.18)	
TOTAL REVENUES - ALL FUNDS	13,486,269.00	14,315,895.67	661,295.62	(829,626.67)	106
TOTAL EXPENDITURES - ALL FUNDS	7,950,965.00	7,750,941.76	690,902.42	200,023.24	97
NET OF REVENUES & EXPENDITURES	5,535,304.00	6,564,953.91	(29,606.80)	(1,029,649.91)	

**REVENUE AND EXPENDITURE REPORT FOR GILBERTS VILLAGE**  
**PERIOD ENDING 04/30/2022 - DETAIL**  
**% Fiscal Year Completed: 100.00**

GL NUMBER	DESCRIPTION	2021-22 BUDGET	YTD BALANCE 04/30/2022	ACTIVITY FOR		
				MONTH 04/30/2022	AVAILABLE BALANCE	% BDGT USED
Fund 01 - GENERAL FUND						
Revenues						
Dept 00 - GENERAL FUND						
01-00-3010	PROPERTY TAX	1,289,930.00	1,261,071.55	-	28,858.45	98
01-00-3020	PERSONAL PROPERTY REPL TAX	300.00	870.56	181.81	(570.56)	290
01-00-3030	TAX-SALES	281,960.00	497,673.99	38,164.81	(215,713.99)	177
01-00-3040	TAX-STATE INCOME	766,493.00	1,081,441.14	131,613.91	(314,948.14)	141
01-00-3041	STATE LOCAL USE TAX	300,050.00	290,468.75	25,235.66	9,581.25	97
01-00-3043	CANNABIS USE TAX	6,137.00	11,819.13	1,288.32	(5,682.13)	193
01-00-3060	LICENSE-LIQUOR	11,900.00	16,300.00	200.00	(4,400.00)	137
01-00-3090	PULLTABS & JAR GAMES TAX	848.00	673.54	-	174.46	79
01-00-3100	FEE-BUSINESS REGISTRATION	3,800.00	4,675.00	-	(875.00)	123
01-00-3110	FEE-CABLE FRANCHISE	62,350.00	69,175.63	8,930.46	(6,825.63)	111
01-00-3140	UTIL TAX-ELECTRIC	169,450.00	200,128.36	13,926.01	(30,678.36)	118
01-00-3150	ULT TAX-GAS	75,000.00	163,042.31	23,416.18	(88,042.31)	217
01-00-3160	CONTRACTOR REGISTRATION	10,000.00	10,945.00	910.00	(945.00)	109
01-00-3180	ULIT TAX-COMMUNICATIONS	85,000.00	67,003.40	5,482.04	17,996.60	79
01-00-3200	ZBA/PLAN.COMM. HEARINGS	-	2,000.00	-	(2,000.00)	100
01-00-3210	MISCELLANEOUS INCOME	5,000.00	72,747.77	2,051.00	(67,747.77)	1455
01-00-3211	PLANNED USE OF FUND RESERVES	190,245.00	-	-	190,245.00	0
01-00-3220	FINES-COURT	15,000.00	23,179.35	951.64	(8,179.35)	155
01-00-3230	FINES-OTHER	2,400.00	10,270.00	1,325.00	(7,870.00)	428
01-00-3240	FINES-CODE BUILDING	-	100.00	-	(100.00)	100
01-00-3250	FEES-BUILDING PERMITS	26,288.00	240,903.51	13,314.20	(214,615.51)	916
01-00-3260	OVERWT/SIZE PERMIT FEE	3,500.00	6,400.00	530.00	(2,900.00)	183
01-00-3280	BUILDING ENGINEERING FEES	15,188.00	10,293.52	-	4,894.48	68
01-00-3290	RECYCLING LICENSE	2,500.00	2,500.00	-	-	100
01-00-3330	PARK PAVILION RENTAL	175.00	875.00	75.00	(700.00)	500
01-00-3400	CD INTEREST	3,000.00	103.76	-	2,896.24	3
01-00-3410	INTEREST EARNED	550.00	9,096.41	3,786.27	(8,546.41)	1654
01-00-3440	PARK IMPACT FEES	42,420.00	131,344.85	-	(88,924.85)	310

01-00-3451	GILBERTS POLICE REPORT REQUEST	200.00	355.00	35.00	(155.00)	178
01-00-3460	MUNICIPAL UTILITY IMPACT FEE	7,500.00	500.00	-	7,000.00	7
01-00-3470	INTEREST EARNED - ILLINOIS FUNDS	8,800.00	373.68	-	8,426.32	4
01-00-3480	ANTENNA RENTAL	65,380.00	66,157.32	-	(777.32)	101
01-00-3500	GRANT REVENUE	5,334.00	5,334.00	-	-	100
01-00-3530	VACANT PROP / BUILDING REGISTRATION	380.00	200.00	-	180.00	53
01-00-3540	RAFFLE LICENSE	70.00	110.00	-	(40.00)	157
01-00-3550	FOOD VENDOR REGISTRATION	-	115.00	-	(115.00)	100
01-00-3560	GARBAGE HAULER LICENSE	800.00	400.00	-	400.00	50
01-00-3580	VIDEO GAMING	65,000.00	160,397.26	13,292.53	(95,397.26)	247
01-00-3590	VIDEO GAMING LICENSE	1,050.00	1,075.00	-	(25.00)	102
01-00-3630	MUNICIPAL IMPACT FEE	41,250.00	66,473.18	5,500.00	(25,223.18)	161
01-00-3960	REIMBURSED INCOME	-	1,257.60	-	(1,257.60)	100
Total Dept 00 - GENERAL FUND		3,565,248.00	4,487,850.57	290,209.84	(922,602.57)	126
Dept 07 - ENHANCED DUI PROGRAM						
01-07-3007	ENHANCED DUI- DUI TOWING	1,000.00	500.00	-	500.00	50
01-07-3017	ENHANCED DUI - VEHICLE SEIZURE	3,000.00	4,500.00	-	(1,500.00)	150
Total Dept 07 - ENHANCED DUI PROGRAM		4,000.00	5,000.00	-	(1,000.00)	125
Dept 08 - GARBAGE HAULING						
01-08-3018	GARBAGE REVENUE	847,000.00	865,528.88	95,018.94	(18,528.88)	102
01-08-3028	FRANCHISE REVENUE -GARBAGE	39,000.00	37,291.89	2,950.01	1,708.11	96
01-08-3080	LATE FEES	4,500.00	7,012.17	1,115.27	(2,512.17)	156
Total Dept 08 - GARBAGE HAULING		890,500.00	909,832.94	99,084.22	(19,332.94)	102
TOTAL REVENUES		4,459,748.00	5,402,683.51	389,294.06	(942,935.51)	121

Expenditures

Dept 01 - ADMINISTRATIVE

01-01-5010	WAGES-BOARD	24,000.00	23,000.00	1,875.00	1,000.00	96
01-01-5020	WAGES-PLANNING AND ZBA	2,100.00	475.00	100.00	1,625.00	23
01-01-5030	WAGES-GENERAL	290,405.00	281,817.81	21,987.75	8,587.19	97
01-01-5032	WAGES - OVERTIME	1,000.00	-	-	1,000.00	0
01-01-5040	FICA	17,471.00	18,314.53	1,434.68	(843.53)	105
01-01-5050	MEDICARE	4,086.00	4,283.25	335.53	(197.25)	105
01-01-5051	STATE UNEMPL TAX	8,000.00	4,753.33	2,827.45	3,246.67	59
01-01-5052	IMRF	36,238.00	32,560.09	2,352.70	3,677.91	90
01-01-5054	GROUP HEALTH INS	43,579.00	42,551.46	3,532.31	1,027.54	98

01-01-5056	WORKER'S COMP INS	36,172.00	38,458.00	-	(2,286.00)	106
01-01-5060	OPERATING EXPENSE	3,500.00	2,913.69	1,436.63	586.31	83
01-01-5070	DUES	6,930.00	6,640.25	180.00	289.75	96
01-01-5080	LEGAL NOTICES	1,500.00	2,025.20	393.30	(525.20)	135
01-01-5090	COMMUNICATIONS	8,352.00	10,315.65	1,183.00	(1,963.65)	124
01-01-5100	POSTAGE	2,300.00	1,841.02	200.00	458.98	80
01-01-5110	PRINTING	7,100.00	5,964.42	-	1,135.58	84
01-01-5150	COMMUNITY RELATIONS	7,130.00	4,347.20	1,065.97	2,782.80	61
01-01-5170	PUBLICATIONS/BROCHURES	120.00	-	-	120.00	0
01-01-5190	RENTAL-EQUIPMENT	6,000.00	4,598.56	425.00	1,401.44	77
01-01-5200	OFFICE SUPPLIES	3,500.00	8,184.80	715.01	(4,684.80)	234
01-01-5210	NISRA EXPENSE	900.00	-	-	900.00	0
01-01-5230	LEGAL EXPENSE	73,000.00	66,476.22	10,505.00	6,523.78	91
01-01-5234	UTILITY IMPACT EXPENSE - FIBER	4,500.00	-	-	4,500.00	0
01-01-5240	ACCOUNTING SERVICES	25,000.00	22,230.00	-	2,770.00	89
01-01-5252	STORM WATER MGMT. PROFESSIONAL	10,000.00	-	-	10,000.00	0
01-01-5270	BANK FEES	175.00	-	-	175.00	0
01-01-5310	INSURANCE LIABILITY	33,872.00	37,394.00	-	(3,522.00)	110
01-01-5320	INSURANCE VEHICLES & EQUIP.	13,370.00	9,660.00	-	3,710.00	72
01-01-5360	ENGINEERING SERVICES	15,800.00	10,474.00	426.50	5,326.00	66
01-01-5400	MAINTENANCE EQUIPMENT	600.00	-	-	600.00	0
01-01-5410	MAINTENANCE BUILDING	7,935.00	1,500.82	-	6,434.18	19
01-01-5450	CONTRACTUAL SERVICES	28,872.00	37,431.09	1,166.05	(8,559.09)	130
01-01-5480	CAPITAL EQUIPMENT	40,245.00	34,142.30	-	6,102.70	85
01-01-5491	EMPLOYEE ENGAGEMENT	1,515.00	1,681.33	-	(166.33)	111
01-01-5560	VILLAGE PLANNER SERVICES	15,000.00	4,595.08	2,382.50	10,404.92	31
01-01-5580	TRAINING EXPENSE	14,005.00	5,655.88	340.88	8,349.12	40
01-01-5661	73 INDUSTRIAL PRINCIPAL	25,000.00	24,070.50	-	929.50	96
01-01-5671	73 INDUSTRIAL INTEREST	17,000.00	15,877.09	-	1,122.91	93
01-01-8500	TRANSFERS OUT	25,900.00	25,900.00	25,900.00	-	100
Total Dept 01 - ADMINISTRATIVE		862,172.00	790,132.57	80,765.26	72,039.43	92

Dept 02 - POLICE

01-02-5030	WAGES-POLICE	842,618.00	828,284.79	64,341.46	14,333.21	98
01-02-5031	WAGES - HOLIDAY WORKED	25,000.00	23,885.06	2,774.01	1,114.94	96
01-02-5032	WAGES - OVERTIME	15,000.00	31,977.19	3,190.12	(16,977.19)	213
01-02-5040	FICA	54,661.00	52,989.62	4,183.71	1,671.38	97
01-02-5050	MEDICARE	12,784.00	12,392.72	978.45	391.28	97



01-02-5052	IMRF	3,599.00	4,414.42	367.22	(815.42)	123
01-02-5054	GROUP HEALTH INS	130,055.00	113,555.02	9,552.70	16,499.98	87
01-02-5058	UNIFORMS	13,100.00	12,695.55	974.68	404.45	97
01-02-5060	OPERATING EXPENSE	5,750.00	3,461.42	1,192.84	2,288.58	60
01-02-5070	DUES	3,645.00	2,897.00	-	748.00	79
01-02-5080	LEGAL NOTICES	300.00	-	-	300.00	0
01-02-5090	COMMUNICATIONS	10,000.00	9,175.54	763.54	824.46	92
01-02-5110	PRINTING	500.00	1,200.35	-	(700.35)	240
01-02-5170	PUBLICATIONS/BROCHURES	150.00	147.47	-	2.53	98
01-02-5180	SMALL TOOLS AND EQUIPMENT	500.00	181.55	-	318.45	36
01-02-5200	OFFICE SUPPLIES	2,000.00	2,248.95	-	(248.95)	112
01-02-5230	LEGAL EXPENSE	5,500.00	4,800.00	400.00	700.00	87
01-02-5300	DISPATCHING	86,571.00	84,771.00	-	1,800.00	98
01-02-5370	GASOLINE	23,000.00	27,146.17	6,066.96	(4,146.17)	118
01-02-5390	MAINTENANCE VEHICLES	29,150.00	29,322.14	3,405.75	(172.14)	101
01-02-5400	MAINTENANCE EQUIPMENT	3,000.00	2,960.64	169.00	39.36	99
01-02-5410	MAINTENANCE BUILDING	7,560.00	4,991.71	1,231.54	2,568.29	66
01-02-5450	CONTRACTUAL SERVICES	13,637.00	16,683.04	537.81	(3,046.04)	122
01-02-5480	CAPITAL EQUIPMENT	47,000.00	50,607.12	-	(3,607.12)	108
01-02-5570	COMMUNITY RELATIONS	1,500.00	1,460.87	471.27	39.13	97
01-02-5580	TRAINING EXPENSE	12,500.00	9,434.77	1,801.47	3,065.23	75
Total Dept 02 - POLICE		1,349,080.00	1,331,684.11	102,402.53	17,395.89	99

Dept 03 - PUBLIC WORKS

01-03-5030	WAGES-PPW	236,602.00	234,814.62	17,537.14	1,787.38	99
01-03-5032	WAGES - OVERTIME	14,000.00	12,354.59	54.84	1,645.41	88
01-03-5040	FICA	15,538.00	14,654.34	1,046.41	883.66	94
01-03-5050	MEDICARE	3,634.00	3,217.61	244.73	416.39	89
01-03-5052	IMRF	32,228.00	29,294.51	1,882.34	2,933.49	91
01-03-5054	GROUP HEALTH INS	42,289.00	40,614.34	3,369.74	1,674.66	96
01-03-5058	UNIFORMS	1,500.00	694.86	-	805.14	46
01-03-5060	OPERATING EXPENSE	1,150.00	1,708.34	394.50	(558.34)	149
01-03-5070	DUES	360.00	360.00	-	-	100
01-03-5090	COMMUNICATIONS	4,000.00	3,805.96	167.54	194.04	95
01-03-5180	SMALL TOOLS AND EQUIPMENT	2,500.00	3,305.76	589.33	(805.76)	132
01-03-5190	RENTAL-EQUIPMENT	1,500.00	2,477.50	-	(977.50)	165
01-03-5251	NPDES PERMITS	3,000.00	1,000.00	-	2,000.00	33
01-03-5260	STREETLIGHTING	38,100.00	36,208.68	2,757.53	1,891.32	95

01-03-5370	GASOLINE	14,000.00	11,925.01	1,676.06	2,074.99	85
01-03-5380	SIGNS EXPENSE	12,500.00	15,062.02	-	(2,562.02)	121
01-03-5390	MAINTENANCE VEHICLES	20,000.00	26,084.36	4,101.74	(6,084.36)	130
01-03-5400	MAINTENANCE EQUIPMENT	10,000.00	17,136.37	1,075.46	(7,136.37)	171
01-03-5410	MAINTENANCE BUILDING	1,600.00	4,747.97	-	(3,147.97)	297
01-03-5420	MAINTENANCE STREETS	28,000.00	22,825.84	7,600.63	5,174.16	82
01-03-5440	MAINTENANCE GROUNDS	3,000.00	1,288.96	760.00	1,711.04	43
01-03-5441	TREE/SIDEWALK REPLACEMENT	2,500.00	1,485.96	-	1,014.04	59
01-03-5450	CONTRACTUAL SERVICES	36,518.00	35,914.81	667.50	603.19	98
01-03-5461	WEATHER SIREN MAINTENANCE	2,500.00	-	-	2,500.00	0
01-03-5480	CAPITAL EQUIPMENT	175,000.00	158,263.00	-	16,737.00	90
01-03-5580	TRAINING EXPENSE	3,000.00	1,432.17	15.00	1,567.83	48
Total Dept 03 - PUBLIC WORKS		705,019.00	680,677.58	43,940.49	24,341.42	97
Dept 04 - BUILDING						
01-04-5030	WAGES-BUILDING	91,574.00	76,888.42	3,395.62	14,685.58	84
01-04-5040	FICA	5,678.00	4,747.74	210.53	930.26	84
01-04-5050	MEDICARE	1,328.00	1,110.35	49.23	217.65	84
01-04-5052	IMRF	5,621.00	5,241.77	363.34	379.23	93
01-04-5054	GROUP HEALTH INS	-	39.60	3.30	(39.60)	100
01-04-5058	UNIFORMS	200.00	-	-	200.00	0
01-04-5070	DUES	360.00	320.00	-	40.00	89
01-04-5090	COMMUNICATIONS	3,000.00	2,758.55	17.04	241.45	92
01-04-5110	PRINTING	10,770.00	-	-	10,770.00	0
01-04-5200	OFFICE SUPPLIES	1,000.00	303.62	125.59	696.38	30
01-04-5250	BUILDING PERMIT EXPENSE	2,000.00	28,342.07	25,974.07	(26,342.07)	1417
01-04-5280	BUILDING PERMIT EXPENSE-PASS THRU	22,000.00	66,488.50	-	(44,488.50)	302
01-04-5370	GASOLINE	1,000.00	664.34	-	335.66	66
01-04-5390	MAINTENANCE VEHICLES	2,000.00	-	-	2,000.00	0
01-04-5450	CONTRACTUAL SERVICES	5,500.00	6,189.88	502.12	(689.88)	113
01-04-5580	TRAINING EXPENSE	1,000.00	-	-	1,000.00	0
Total Dept 04 - BUILDING		153,031.00	193,094.84	30,640.84	(40,063.84)	126
Dept 06 - PARKS						
01-06-5030	REG WAGES	27,717.00	13,454.95	-	14,262.05	49
01-06-5040	FICA	1,719.00	961.64	-	757.36	56
01-06-5050	MEDICARE	402.00	434.53	-	(32.53)	108
01-06-5060	OPERATING EXPENSE	250.00	-	-	250.00	0

01-06-5090	COMMUNICATIONS	2,520.00	2,742.31	242.53	(222.31)	109
01-06-5120	UTILITIES	4,200.00	3,496.80	228.34	703.20	83
01-06-5190	RENTAL-EQUIPMENT	2,500.00	-	-	2,500.00	0
01-06-5211	MAINTENANCE SUPPLIES	1,300.00	1,195.00	-	105.00	92
01-06-5350	MINOR PARK PROJECTS	1,200.00	-	-	1,200.00	0
01-06-5370	GASOLINE	600.00	642.81	42.81	(42.81)	107
01-06-5391	MAINTENANCE-SPORTS/PLAYGROUND EQUIP.	500.00	740.98	-	(240.98)	148
01-06-5400	MAINTENANCE EQUIPMENT	6,100.00	5,991.25	-	108.75	98
01-06-5410	MAINTENANCE BUILDING	5,700.00	3,709.28	-	1,990.72	65
01-06-5440	MAINTENANCE GROUNDS	2,000.00	1,867.63	914.81	132.37	93
01-06-5450	CONTRACTUAL SERVICES	4,750.00	4,460.00	-	290.00	94
01-06-5480	CAPITAL EQUIPMENT	142,000.00	55,491.20	-	86,508.80	39
Total Dept 06 - PARKS		203,458.00	95,188.38	1,428.49	108,269.62	47
Dept 07 - ENHANCED DUI PROGRAM						
01-07-5030	WAGES-ENHANCED DUI	8,000.00	-	-	8,000.00	0
01-07-5040	FICA	500.00	-	-	500.00	0
01-07-5050	MEDICARE	116.00	-	-	116.00	0
01-07-5180	SMALL TOOLS AND EQUIPMENT	2,500.00	2,283.37	2,283.37	216.63	91
Total Dept 07 - ENHANCED DUI PROGRAM		11,116.00	2,283.37	2,283.37	8,832.63	21
Dept 08 - GARBAGE HAULING						
01-08-5068	GARBAGE HAULING EXPENSE	660,000.00	690,289.24	59,000.14	(30,289.24)	105
01-08-5078	ADMINISTRATIVE COSTS	27,000.00	-	-	27,000.00	0
01-08-8500	TRANSFERS OUT	90,000.00	-	-	90,000.00	0
Total Dept 08 - GARBAGE HAULING		777,000.00	690,289.24	59,000.14	86,710.76	89
Dept 89 - GPD DOWN STATE PENSION FUND						
01-89-5621	GPD DOWNSTATE PENSION FUND	415,739.00	415,739.00	-	-	100
Total Dept 89 - GPD DOWN STATE PENSION FUND		415,739.00	415,739.00	-	-	100
TOTAL EXPENDITURES		4,476,615.00	4,199,089.09	320,461.12	277,525.91	94
<b>Fund 01 - GENERAL FUND:</b>						
<b>TOTAL REVENUES</b>		<b>4,459,748.00</b>	<b>5,402,683.51</b>	<b>389,294.06</b>	<b>(942,935.51)</b>	<b>121</b>
<b>TOTAL EXPENDITURES</b>		<b>4,476,615.00</b>	<b>4,199,089.09</b>	<b>320,461.12</b>	<b>277,525.91</b>	<b>94</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(16,867.00)</b>	<b>1,203,594.42</b>	<b>68,832.94</b>	<b>(1,220,461.42)</b>	

Fund 11 - COMMUNITY DAYS

Revenues

Dept 00 - GENERAL FUND

11-00-3015	COMMUNITY DAYS DONATIONS	14,000.00	-	-	14,000.00	0
11-00-3210	OTHER INCOME	17,000.00	-	-	17,000.00	0
11-00-3520	VENDOR FEES	3,500.00	-	-	3,500.00	0
11-00-3980	BEVERAGE SALES	12,000.00	-	-	12,000.00	0
11-00-8100	TRANSFERS IN	25,900.00	25,900.00	25,900.00	-	100
Total Dept 00 - GENERAL FUND		72,400.00	25,900.00	25,900.00	46,500.00	36
TOTAL REVENUES		72,400.00	25,900.00	25,900.00	46,500.00	36

Expenditures

Dept 00 - GENERAL FUND

11-00-5060	BEVERAGE OPERATIONS	8,466.00	-	-	8,466.00	0
11-00-5070	PERMITS & LICENSES	55.00	-	-	55.00	0
11-00-5079	ADVERTISING / MARKETING	3,670.00	160.43	92.48	3,509.57	4
11-00-5130	MISCELLANEOUS EXPENSES	410.00	-	-	410.00	0
11-00-5159	ENTERTAINMENT	29,625.00	-	-	29,625.00	0
11-00-5610	EQUIPMENT & SERVICES	3,900.00	-	-	3,900.00	0
Total Dept 00 - GENERAL FUND		46,126.00	160.43	92.48	45,965.57	0
TOTAL EXPENDITURES		46,126.00	160.43	92.48	45,965.57	0

**Fund 11 - COMMUNITY DAYS:**

<b>TOTAL REVENUES</b>		<b>72,400.00</b>	<b>25,900.00</b>	<b>25,900.00</b>	<b>46,500.00</b>	<b>36</b>
<b>TOTAL EXPENDITURES</b>		<b>46,126.00</b>	<b>160.43</b>	<b>92.48</b>	<b>45,965.57</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>26,274.00</b>	<b>25,739.57</b>	<b>25,807.52</b>	<b>534.43</b>	

Fund 12 - INFRASTRUCTURE FUND

Revenues

Dept 00 - GENERAL FUND

12-00-3011	BOND PROCEEDS	4,200,000.00	4,203,380.35	-	(3,380.35)	100
12-00-3031	NON HOME RULE 1% SALES TAX	258,000.00	456,407.77	34,750.70	(198,407.77)	177
12-00-3050	TAX-ROAD AND BRIDGE	7,600.00	9,212.09	-	(1,612.09)	121
12-00-3390	SSA#24 BOND INTEREST	100.00	27,378.99	-	(27,278.99)	27379
12-00-3410	INTEREST EARNED	-	2,870.74	334.96	(2,870.74)	100
12-00-8100	TRANSFERS IN	90,000.00	-	-	90,000.00	0
Total Dept 00 - GENERAL FUND		4,555,700.00	4,699,249.94	35,085.66	(143,549.94)	103
<b>TOTAL REVENUES</b>		<b>4,555,700.00</b>	<b>4,699,249.94</b>	<b>35,085.66</b>	<b>(143,549.94)</b>	<b>103</b>

Expenditures

Dept 00 - GENERAL FUND

12-00-5360	ENGINEERING SERVICES	20,000.00	71,955.02	19,002.86	(51,955.02)	360
12-00-5480	CAPITAL EQUIPMENT	-	236,601.00	236,601.00	(236,601.00)	100
12-00-5490	GO BOND PRINCIPAL	225,000.00	225,000.00	-	-	100
12-00-5491	GO BOND INTEREST	9,000.00	9,158.33	-	(158.33)	102
Total Dept 00 - GENERAL FUND		254,000.00	542,714.35	255,603.86	(288,714.35)	214
<b>TOTAL EXPENDITURES</b>		<b>254,000.00</b>	<b>542,714.35</b>	<b>255,603.86</b>	<b>(288,714.35)</b>	<b>214</b>

**Fund 12 - INFRASTRUCTURE FUND:**

<b>TOTAL REVENUES</b>		<b>4,555,700.00</b>	<b>4,699,249.94</b>	<b>35,085.66</b>	<b>(143,549.94)</b>	<b>103</b>
<b>TOTAL EXPENDITURES</b>		<b>254,000.00</b>	<b>542,714.35</b>	<b>255,603.86</b>	<b>(288,714.35)</b>	<b>214</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>4,301,700.00</b>	<b>4,156,535.59</b>	<b>(220,518.20)</b>	<b>145,164.41</b>	

Fund 20 - WATER SYSTEM

Revenues

Dept 00 - GENERAL FUND

20-00-3022	INCOME - WASTEWATER	750,000.00	808,409.71	86,760.20	(58,409.71)	108
20-00-3032	INCOME - WATER	850,000.00	916,753.09	93,953.14	(66,753.09)	108
20-00-3080	LATE FEES	20,000.00	29,027.51	4,593.68	(9,027.51)	145
20-00-3210	MISCELLANEOUS INCOME	-	70.48	-	(70.48)	100
20-00-3211	PLANNED USE OF FUND RESERVES	766,290.00	-	-	766,290.00	0
20-00-3310	FEE-TAP-ON - WATER	1,700.00	3,500.00	-	(1,800.00)	206
20-00-3360	METER SALES	7,050.00	53,520.72	938.96	(46,470.72)	759
20-00-3390	SSA#24 BOND INTEREST	100.00	27,379.03	-	(27,279.03)	27379
20-00-3400	CD INTEREST	4,000.00	131.03	-	3,868.97	3
20-00-3410	INTEREST EARNED	24,000.00	6,495.53	1,158.98	17,504.47	27
20-00-3470	INTEREST EARNED - ILLINOIS FUNDS	4,000.00	153.25	-	3,846.75	4
<b>Total Dept 00 - GENERAL FUND</b>		<b>2,427,140.00</b>	<b>1,845,440.35</b>	<b>187,404.96</b>	<b>581,699.65</b>	<b>76</b>
<b>TOTAL REVENUES</b>		<b>2,427,140.00</b>	<b>1,845,440.35</b>	<b>187,404.96</b>	<b>581,699.65</b>	<b>76</b>

Expenditures

Dept 10 - WATER SYSTEMS

20-10-5030	REG. WAGES	188,223.00	179,226.71	14,268.45	8,996.29	95
20-10-5032	WAGES - OVERTIME	7,000.00	-	-	7,000.00	0
20-10-5040	FICA	11,831.00	10,504.54	837.50	1,326.46	89
20-10-5050	MEDICARE	2,767.00	2,456.81	195.88	310.19	89
20-10-5052	IMRF	24,540.00	21,331.10	1,526.73	3,208.90	87
20-10-5054	GROUP HEALTH INS	40,873.00	37,260.27	2,933.28	3,612.73	91
20-10-5056	WORKER'S COMP INS	15,502.00	16,482.00	-	(980.00)	106
20-10-5058	UNIFORMS	1,000.00	717.55	-	282.45	72
20-10-5070	DUES	450.00	796.92	-	(346.92)	177
20-10-5080	LEGAL NOTICES	100.00	-	-	100.00	0
20-10-5090	COMMUNICATIONS	7,600.00	7,967.73	804.74	(367.73)	105
20-10-5091	JULIE LOCATE SUPPLIES	500.00	245.99	-	254.01	49
20-10-5100	POSTAGE	3,250.00	2,967.77	62.54	282.23	91
20-10-5110	PRINTING	2,900.00	2,624.98	53.65	275.02	91
20-10-5120	UTILITIES	94,000.00	123,770.10	15,231.12	(29,770.10)	132
20-10-5180	SMALL TOOLS AND EQUIPMENT	6,000.00	4,466.79	283.69	1,533.21	74
20-10-5190	RENTAL-EQUIPMENT	500.00	-	-	500.00	0
20-10-5200	OFFICE SUPPLIES	1,000.00	379.75	101.56	620.25	38

20-10-5213	OUTSIDE SERVICES	10,000.00	726.08	266.08	9,273.92	7
20-10-5262	LAB SUPPLIES & EQUIPMENT	8,000.00	9,420.36	123.01	(1,420.36)	118
20-10-5281	CHEMICALS	28,600.00	21,331.17	1,537.55	7,268.83	75
20-10-5301	MAINT SUPPLIES-JANTORIAL	450.00	213.63	13.63	236.37	47
20-10-5310	INSURANCE LIABILITY	21,656.00	23,261.00	-	(1,605.00)	107
20-10-5320	INSURANCE VEHICLES & EQUIP.	8,548.00	6,176.00	-	2,372.00	72
20-10-5360	ENGINEERING SERVICES	10,000.00	16,254.65	408.00	(6,254.65)	163
20-10-5370	GASOLINE	3,000.00	3,586.43	816.83	(586.43)	120
20-10-5381	MAINTENANCE PARTS & MATERIALS	10,000.00	9,926.37	450.21	73.63	99
20-10-5390	MAINTENANCE VEHICLES	3,500.00	2,419.41	-	1,080.59	69
20-10-5410	MAINTENANCE BUILDING	2,000.00	1,787.46	49.92	212.54	89
20-10-5431	HYDRANT MAINTENANCE	5,000.00	2,013.32	2,013.32	2,986.68	40
20-10-5450	CONTRACTUAL SERVICES	58,103.00	54,095.51	2,277.64	4,007.49	93
20-10-5480	CAPITAL EQUIPMENT	771,290.00	552,140.96	-	219,149.04	72
20-10-5510	WATER METERS	31,185.00	29,318.04	2,718.42	1,866.96	94
20-10-5520	LABORATORY TESTING	10,000.00	8,549.61	820.00	1,450.39	86
20-10-5580	TRAINING EXPENSE	3,300.00	546.13	-	2,753.87	17
20-10-5601	REPAIRS-WATER DISTRIBUTION SYS.	10,000.00	2,529.92	-	7,470.08	25
20-10-5652	BRINE HAULING EXPENSES	40,000.00	26,455.79	-	13,544.21	66
20-10-5662	IEPA LOAN-PRINCIPAL	25,826.00	25,825.07	-	0.93	100
20-10-5672	IEPA LOAN - INTEREST	7,156.00	7,165.75	-	(9.75)	100
Total Dept 10 - WATER SYSTEMS		1,475,650.00	1,214,941.67	47,793.75	260,708.33	82

Dept 20 - WASTEWATER SYSTEMS

20-20-5030	WAGES	179,346.00	161,719.72	13,409.18	17,626.28	90
20-20-5032	WAGES - OVERTIME	7,000.00	-	-	7,000.00	0
20-20-5040	FICA	11,554.00	9,558.61	798.50	1,995.39	83
20-20-5050	MEDICARE	2,703.00	2,235.39	186.73	467.61	83
20-20-5052	IMRF	23,964.00	19,228.91	1,434.79	4,735.09	80
20-20-5054	GROUP HEALTH INS	34,731.00	30,684.36	2,177.93	4,046.64	88
20-20-5058	UNIFORMS	800.00	679.53	-	120.47	85
20-20-5090	COMMUNICATIONS	3,800.00	4,244.29	487.25	(444.29)	112
20-20-5091	JULIE LOCATE SUPPLIES	400.00	246.00	-	154.00	62
20-20-5100	POSTAGE	3,250.00	2,793.47	75.54	456.53	86
20-20-5110	PRINTING	2,900.00	2,624.97	53.65	275.03	91
20-20-5120	UTILITIES	126,000.00	122,676.75	14,412.44	3,323.25	97
20-20-5180	SMALL TOOLS AND EQUIPMENT	2,500.00	846.13	283.68	1,653.87	34
20-20-5190	RENTAL-EQUIPMENT	1,500.00	1,789.37	-	(289.37)	119

20-20-5200	OFFICE SUPPLIES	1,000.00	393.26	101.56	606.74	39
20-20-5213	OUTSIDE SERVICES	15,000.00	2,353.50	266.10	12,646.50	16
20-20-5251	NPDES PERMITS	20,000.00	20,000.00	-	-	100
20-20-5262	LAB SUPPLIES & EQUIPMENT	8,500.00	2,123.62	365.93	6,376.38	25
20-20-5281	CHEMICALS	35,000.00	47,148.26	17,625.76	(12,148.26)	135
20-20-5301	MAINT SUPPLIES-JANITORIAL	450.00	200.00	-	250.00	44
20-20-5360	ENGINEERING SERVICES	10,000.00	5,866.00	408.00	4,134.00	59
20-20-5370	GASOLINE	4,000.00	3,546.43	776.83	453.57	89
20-20-5381	MAINTENANCE PARTS & MATERIALS	15,000.00	21,711.48	1,630.89	(6,711.48)	145
20-20-5390	MAINTENANCE VEHICLES	4,000.00	2,320.85	34.49	1,679.15	58
20-20-5410	MAINTENANCE BUILDING	1,000.00	1,461.20	49.91	(461.20)	146
20-20-5450	CONTRACTUAL SERVICES	63,311.00	57,233.25	1,813.50	6,077.75	90
20-20-5480	CAPITAL EQUIPMENT	66,300.00	42,288.64	-	24,011.36	64
20-20-5520	LABORATORY TESTING	30,000.00	29,731.16	3,813.35	268.84	99
20-20-5580	TRAINING EXPENSE	2,800.00	918.00	-	1,882.00	33
20-20-5602	REPAIRS-W/WATER COLLECTION SYS.	10,000.00	-	-	10,000.00	0
20-20-5660	COLLECTION SYS. PUMP MAINT.	30,000.00	12,916.77	-	17,083.23	43
Total Dept 20 - WASTEWATER SYSTEMS		716,809.00	609,539.92	60,206.01	107,269.08	85
<b>TOTAL EXPENDITURES</b>		<b>2,192,459.00</b>	<b>1,824,481.59</b>	<b>107,999.76</b>	<b>367,977.41</b>	<b>83</b>
<b>Fund 20 - WATER SYSTEM:</b>						
<b>TOTAL REVENUES</b>		<b>2,427,140.00</b>	<b>1,845,440.35</b>	<b>187,404.96</b>	<b>581,699.65</b>	<b>76</b>
<b>TOTAL EXPENDITURES</b>		<b>2,192,459.00</b>	<b>1,824,481.59</b>	<b>107,999.76</b>	<b>367,977.41</b>	<b>83</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>234,681.00</b>	<b>20,958.76</b>	<b>79,405.20</b>	<b>213,722.24</b>	



Fund 30 - MFT

Revenues

Dept 00 - GENERAL FUND

30-00-3410	INTEREST EARNED	120.00	1,512.41	547.48	(1,392.41)	1260
30-00-3450	MOTOR FUEL TAX	415,954.00	458,205.27	22,899.77	(42,251.27)	110
30-00-3470	INTEREST EARNED - ILLINOIS FUNDS	2,000.00	76.89	-	1,923.11	4
Total Dept 00 - GENERAL FUND		418,074.00	459,794.57	23,447.25	(41,720.57)	110
TOTAL REVENUES		418,074.00	459,794.57	23,447.25	(41,720.57)	110

Expenditures

Dept 00 - GENERAL FUND

30-00-5462	MFT RESOLUTION	75,000.00	47,480.27	6,745.20	27,519.73	63
Total Dept 00 - GENERAL FUND		75,000.00	47,480.27	6,745.20	27,519.73	63
TOTAL EXPENDITURES		75,000.00	47,480.27	6,745.20	27,519.73	63

**Fund 30 - MFT:**

<b>TOTAL REVENUES</b>		<b>418,074.00</b>	<b>459,794.57</b>	<b>23,447.25</b>	<b>(41,720.57)</b>	<b>110</b>
<b>TOTAL EXPENDITURES</b>		<b>75,000.00</b>	<b>47,480.27</b>	<b>6,745.20</b>	<b>27,519.73</b>	<b>63</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>343,074.00</b>	<b>412,314.30</b>	<b>16,702.05</b>	<b>(69,240.30)</b>	

Fund 31 - PERFORMANCE BOND

Revenues

Dept 00 - GENERAL FUND

31-00-3410	INTEREST EARNED	413.00	171.25	67.66	241.75	41
Total Dept 00 - GENERAL FUND		413.00	171.25	67.66	241.75	41
TOTAL REVENUES		413.00	171.25	67.66	241.75	41

**Fund 31 - PERFORMANCE BOND:**

<b>TOTAL REVENUES</b>		<b>413.00</b>	<b>171.25</b>	<b>67.66</b>	<b>241.75</b>	<b>41</b>
<b>TOTAL EXPENDITURES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>413.00</b>	<b>171.25</b>	<b>67.66</b>	<b>241.75</b>	

Fund 34 - TIF#1 CENTRAL REDEVELOPMENT

Revenues

Dept 00 - GENERAL FUND

34-00-3010	PROPERTY TAX	178,659.00	217,511.52	-	(38,852.52)	122
34-00-3410	INTEREST EARNED	365.00	602.00	47.66	(237.00)	165
Total Dept 00 - GENERAL FUND		179,024.00	218,113.52	47.66	(39,089.52)	122
TOTAL REVENUES		179,024.00	218,113.52	47.66	(39,089.52)	122

Expenditures

Dept 00 - GENERAL FUND

34-00-5061	ADMINISTRATIVE FEES	1,000.00	-	-	1,000.00	0
Total Dept 00 - GENERAL FUND		1,000.00	-	-	1,000.00	0
TOTAL EXPENDITURES		1,000.00	-	-	1,000.00	0

**Fund 34 - TIF#1 CENTRAL REDEVELOPMENT:**

<b>TOTAL REVENUES</b>		<b>179,024.00</b>	<b>218,113.52</b>	<b>47.66</b>	<b>(39,089.52)</b>	<b>122</b>
<b>TOTAL EXPENDITURES</b>		<b>1,000.00</b>	<b>-</b>	<b>-</b>	<b>1,000.00</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>178,024.00</b>	<b>218,113.52</b>	<b>47.66</b>	<b>(40,089.52)</b>	

Fund 35 - TIF#2 HIGGINS ROAD IND. PARK

Revenues

Dept 00 - GENERAL FUND

35-00-3010	PROPERTY TAX	894,966.00	885,990.15	-	8,975.85	99
35-00-3410	INTEREST EARNED	650.00	779.54	48.37	(129.54)	120
Total Dept 00 - GENERAL FUND		895,616.00	886,769.69	48.37	8,846.31	99
TOTAL REVENUES		895,616.00	886,769.69	48.37	8,846.31	99

Expenditures

Dept 00 - GENERAL FUND

35-00-5061	ADMINISTRATIVE FEES	10,550.00	5,951.57	-	4,598.43	56
35-00-5071	TIF NOTE INTEREST	288,215.00	316,529.53	-	(28,314.53)	110
35-00-5081	TIF NOTE PRINCIPAL	517,000.00	662,500.00	-	(145,500.00)	128
Total Dept 00 - GENERAL FUND		815,765.00	984,981.10	-	(169,216.10)	121
TOTAL EXPENDITURES		815,765.00	984,981.10	-	(169,216.10)	121

**Fund 35 - TIF#2 HIGGINS ROAD IND. PARK:**

<b>TOTAL REVENUES</b>		<b>895,616.00</b>	<b>886,769.69</b>	<b>48.37</b>	<b>8,846.31</b>	<b>99</b>
<b>TOTAL EXPENDITURES</b>		<b>815,765.00</b>	<b>984,981.10</b>	<b>-</b>	<b>(169,216.10)</b>	<b>121</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>79,851.00</b>	<b>(98,211.41)</b>	<b>48.37</b>	<b>178,062.41</b>	

Fund 40 - DRUG FORFEITURE PD ACCOUNT

Revenues

Dept 00 - GENERAL FUND

40-00-3410	INTEREST EARNED	15.00	16.73	-	(1.73)	112
Total Dept 00 - GENERAL FUND		15.00	16.73	-	(1.73)	112
TOTAL REVENUES		15.00	16.73	-	(1.73)	112

**Fund 40 - DRUG FORFEITURE PD ACCOUNT:**

<b>TOTAL REVENUES</b>		<b>15.00</b>	<b>16.73</b>	<b>-</b>	<b>(1.73)</b>	<b>112</b>
<b>TOTAL EXPENDITURES</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>15.00</b>	<b>16.73</b>	<b>-</b>	<b>(1.73)</b>	

Fund 43 - POLICE PENSION FUND

Revenues

Dept 00 - GENERAL FUND

43-00-3421	UNREALIZED GAIN/LOSS	-	(158,191.25)	-	158,191.25	100
43-00-3490	EMPLOYER CONTRIBUTIONS	415,739.00	415,739.00	-	-	100
43-00-3491	EMPLOYEE CONTRIBUTIONS	62,400.00	520,208.36	-	(457,808.36)	834
Total Dept 00 - GENERAL FUND		478,139.00	777,756.11	-	(299,617.11)	163
<b>TOTAL REVENUES</b>		<b>478,139.00</b>	<b>777,756.11</b>	<b>-</b>	<b>(299,617.11)</b>	<b>163</b>

Expenditures

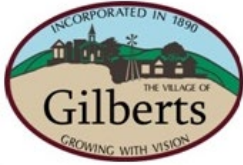
Dept 00 - GENERAL FUND

43-00-5030	RETIREE PENSION PAY	-	71,706.81	-	(71,706.81)	100
43-00-5040	FICA	-	9,942.42	-	(9,942.42)	100
43-00-5240	ACCOUNTING SERVICES	-	13,421.05	-	(13,421.05)	100
43-00-5270	BANK FEES	-	204.63	-	(204.63)	100
43-00-5310	INSURANCE LIABILITY	-	3,708.00	-	(3,708.00)	100
43-00-5321	PROFESSIONAL FEES	-	22,011.90	-	(22,011.90)	100
43-00-5509	PENSION EXPENSES	90,000.00	30,070.12	-	59,929.88	33
43-00-5580	TRAINING EXPENSE	-	970.00	-	(970.00)	100
Total Dept 00 - GENERAL FUND		90,000.00	152,034.93	-	(62,034.93)	169
<b>TOTAL EXPENDITURES</b>		<b>90,000.00</b>	<b>152,034.93</b>	<b>-</b>	<b>(62,034.93)</b>	<b>169</b>

**Fund 43 - POLICE PENSION FUND:**

<b>TOTAL REVENUES</b>		<b>478,139.00</b>	<b>777,756.11</b>	<b>-</b>	<b>(299,617.11)</b>	<b>163</b>
<b>TOTAL EXPENDITURES</b>		<b>90,000.00</b>	<b>152,034.93</b>	<b>-</b>	<b>(62,034.93)</b>	<b>169</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>388,139.00</b>	<b>625,721.18</b>	<b>-</b>	<b>(237,582.18)</b>	

<b>TOTAL REVENUES - ALL FUNDS</b>		<b>13,486,269.00</b>	<b>14,315,895.67</b>	<b>661,295.62</b>	<b>(829,626.67)</b>	<b>106</b>
<b>TOTAL EXPENDITURES - ALL FUNDS</b>		<b>7,950,965.00</b>	<b>7,750,941.76</b>	<b>690,902.42</b>	<b>200,023.24</b>	<b>97</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>5,535,304.00</b>	<b>6,564,953.91</b>	<b>(29,606.80)</b>	<b>(1,029,649.91)</b>	



## *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director  
**Date:** June 7, 2022 Board Meeting  
**Re:** Item 4.D: Authorize the Purchase of 100 One-Inch Water Meters and 200 Couplings from Ferguson Waterworks in a Not To Exceed Amount of \$52,362

---

### **Background:**

The Village traditionally purchases water meters for new construction. The developer purchases these meters from the Village for cost + 10 percent. With the anticipated amount of development in the upcoming year, the Village must purchase 100 water meters and the needed couplings. This number is higher than previous years due to the individually metered townhomes in The Conservancy.

### **Summary:**

Village Staff have solicited a quote from Ferguson Waterworks, the Village's Supplier for water meters, to purchase 100 new 1" meters for new construction. This purchase includes the meters as well as all of the couplings needed for the installation. The total price for the new meters and couplings is \$52,362.

### **Conclusion:**

Village Staff recommends the Village Board of Trustees authorize the purchase of 100 1" water meters and 200 couplings from Ferguson Waterworks in a not to exceed amount of \$52,362.



FERGUSON WATERWORKS #2521  
 1720 STATE ST  
 DEKALB, IL 60115-2617

Phone: 815-756-2800  
 Fax: 815-756-2877

<b>Deliver To:</b> <b>From:</b> Kyle Lepak <b>Comments:</b>
---

10:17:36 MAY 19 2022

Page 1 of 1

FERGUSON WATERWORKS #2516  
 Price Quotation  
 Phone: 815-756-2800  
 Fax: 815-756-2877

**Bid No:** B165750  
**Bid Date:** 05/19/22  
**Quoted By:** KAL

**Cust Phone:** 847-428-4167  
**Terms:** NET 10TH PROX

**Customer:** VILLAGE OF GILBERTS  
 73 INDUSTRIAL DRIVE  
 GILBERTS, IL 60136

**Ship To:** VILLAGE OF GILBERTS  
 73 INDUSTRIAL DRIVE  
 GILBERTS, IL 60136

**Cust PO#:** VERBAL AARON

**Job Name:** 1 METER/COUPLINGS

Item	Description	Quantity	Net Price	UM	Total
M74620G	LF 1 STR MTR COUP W/ WIRE H	200	29.920	EA	5984.00
NED2F11RDG3	LF 1 T10 MTR V4 R900I USG	100	463.780	EA	46378.00
<b>Net Total:</b>					\$52362.00
<b>Tax:</b>					\$0.00
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$52362.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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<https://survey.medallia.com/?bidsorder&fc=2521&on=2723>



RESOLUTION 32-2022

VILLAGE OF GILBERTS

RESOLUTION AUTHORIZING THE PURCHASE OF 100 ONE-INCH WATER METERS AND 200 COUPLINGS FROM FERGUSON WATERWORKS IN AN AMOUNT NOT TO EXCEED \$52,362

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a water production and distribution system; and

WHEREAS, the Village purchases water meters for new construction and is reimbursed the purchase cost of the meter plus ten percent;

WHEREAS, Ferguson is the Village supplier for water meters and parts as well as the relay for the Village’s Neptune water meter reading system.

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

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents with Ferguson Waterworks for the purchase of 100 one-inch water meters and 200 couplings in an amount not to exceed \$52,362.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_ day of June 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

**Resolution No. 32-2022**

APPROVED THIS \_\_\_\_ DAY OF June, 2022

\_\_\_\_\_  
Village President, Guy Zambetti

(SEAL)  
ATTEST:

\_\_\_\_\_  
Village Clerk, Courtney Nicholas

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

**AND**

**THE VILLAGE OF GILBERTS**

**MAY 1, 2022— APRIL 30, 2026**

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## **PREAMBLE**

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

## **ARTICLE I** **RECOGNITION**

### **Section 1.1. Recognition:**

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

### **Section 1.2. Probationary Period:**

As established by the Village’s Board of Trustees and/or Board of Fire and Police Commissioners, the probationary period for Officers is twelve (12) calendar months in duration from the date of graduation from the Academy, or if no Academy training is required, twelve (12) calendar months from the starting date of employment date of employment. An exception shall apply to any officer who: (a) is certified as a full-time officer; (b) is hired as a full-time police officer after having completed a probationary period with the Village as a part-time police officer; and (c) has worked as a part-time police officer for the Village at least 1560 hours in the 24-month period immediately preceding his hire date as a full-time employee. In the case of a police officer who qualifies for this exception, the probationary period will be six (6) months from date of hire as a full-time police officer. The exception shall be applied retroactively to officers who meet the criteria for the exception and who were hired on or after January 1, 2015.

The Chief of Police shall have the authority to extend the probationary period for a police officer, whether it be a normal probationary period or one established by means of the exception, for up to an additional six (6) calendar month period if in the Police Chief’s opinion the extension is warranted.

Nothing herein shall be construed to modify the Village Board of Trustees and/or Board of Fire and Police Commissioners' authority to set or modify probationary periods. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary police officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated, or as otherwise provided in this Agreement.

**Section 1.3. Fair Representation:**

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

**Section 1.4. Gender:**

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

**Section 1.5. Chapter Officers:**

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

**ARTICLE II**  
**DEFINITIONS**

As used herein, the following definitions apply:

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

**ARTICLE III**  
**MANAGEMENT RIGHTS**

**Section 3.1. Management Rights:**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards;



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

**Section 3.2. Illinois Public Labor Relations Act:**

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

**ARTICLE IV**  
**LAYOFF**

**Section 4.1. Layoff:**

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

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

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

**Section 4.2. Recall:**

Employees who are laid off shall be placed on a recall list for a period of twelve (12) calendar months. If there is a recall, employees who are still on the recall list, and are still qualified to return to work as a police officer, shall be called in the inverse order of their layoff. The employees who are eligible for recall shall be given thirty (30) calendar day's notice of recall. Notice of recall shall be sent to the employee by certified registered mail, return receipt requested, with a copy to the Chapter President. The

Chief of Police or his designee must receive written notice by the employee of his intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or his designee with his latest mailing address. If an employee fails to respond to the recall notice within the required seven (7) calendar day period his name shall be removed from the recall list.

## **ARTICLE V** **NO STRIKE CLAUSE**

### **Section 5.1. No Strike Clause:**

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

### **Section 5.2. No Lockout:**

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

### **Section 5.3. Judicial Restraint:**

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

### **Section 5.4. Discipline of Strikers:**

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

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

**Section 6.1. Compensation:**

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

**Section 6.2. Normal Work Hours:**

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

Any hours of compensated time during a normally scheduled 14-day work cycle that are in excess of eighty (80) hours for officers on eight (8) hour shifts, or eighty-four (84) hours for officers on twelve (12) hour shifts, shall constitute overtime and shall be paid (in cash or compensatory time, at the employee's election but consistent with Section 6.10) at the rate of one and one-half (1½) times the employee's current rate of pay. For purposes of this Agreement, "compensated" time does not include Personal Days taken less than three (3) days in advance.

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

**Section 6.3. Call Back:**

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

**Section 6.4. Overtime:**

All covered employees are eligible for overtime compensation. Overtime policies shall be in compliance with Section 533.230 of Title 29 of the Code of Federal Regulations. No employee shall

receive overtime until he/she has worked his/her scheduled 84 hours in a two-week pay period including “Compensated Time” as defined in Section 6.2.

When overtime assignments for full “SHORT SHIFTS” (defined as full duty shift which is below minimum manpower standards and requires the continuation of an on-duty Police officer covered by this Agreement) are not filled on a voluntary basis and it becomes necessary to order an Officer to work, the Officer shall be chosen by reverse seniority. Overtime shifts with more than a 12 -hour notice will be offered to part time officers before full time officers. If no part time officers are available a full-time officer may work the shift. Overtime shifts with less than a 12-hour notice may be offered to full time officers, then offered to part-time officers, before ordering an officer to work. Provided, however, no Officer shall be ordered to work more than one (1) shift holdover within three (3) consecutive calendar days unless the officer agrees to do so. All extra duty details (those shifts or details outside of regular patrol shift scheduling) will be offered to full-time officers before part-time officers. Extra duty details are details paid for by an outside source, or details deemed by the chief to be an extra duty detail.

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

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

#### **Section 6.5. Court Time:**

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

#### **Section 6.6. Work Breaks:**

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

#### **Section 6.7. Shift Assignments:**

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

1. The change does not result in additional overtime compensation being paid to any of the Employees involved in the shift change.

2. The Employee changing shifts will forfeit seniority for vacation picks only on the new shift.

**Section 6.8. Meetings:**

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

**Section 6.9. Acting Sergeant Compensation:**

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

**Section 6.10. Compensatory Time:**

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

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

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

**Section 6.11. Specialty Pay for FTO Duties:**

An officer assigned as a field training officer (FTO) shall be compensated at the rate of one (1) hour of overtime pay or compensatory time off for each full shift during which he serves as an FTO for a probationary officer. In order for an officer to be eligible for this specialty pay provision, the officer must be a certified FTO. Sergeants are not eligible for FTO pay, inasmuch as that training responsibility is an essential job function of the rank of Sergeant.

**ARTICLE VII**  
**CHAPTER SECURITY AND DUES CHECK-OFF**

**Section 7.1. Fair Share:**

In light of *Janus v. AFSCME*, fair share fees are no longer collected. So long as *Janus* remains binding authority, fair share fees will not be collected. However, should *Janus* be overruled, the parties will meet and bargain over the means and manner by which fair share fees will be collected.

**Section 7.2. Dues Deductions:**

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

**Section 7.3. Indemnity:**

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

**Section 7.4. Revocation of Dues:**

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

**Section 7.5. Bulletin Boards:**

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

**Section 7.6. Labor-Management Meetings:**

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

1. discussion on the implementation and general administration of the Agreement;
2. sharing of general information of interest to the parties; and
3. safety issues.

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

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

**ARTICLE VIII**  
**VACATION**

**Section 8.1. Eligibility and Allowances:**

All full-time employees are eligible to earn vacation beginning on their start date with the Village as set forth in Section 8.3 of this Agreement. Employees are not eligible to use accrued paid vacation time until after the completion of six (6) months of continuous full-time employment.

**Section 8.2. Scheduling:**

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

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

**Section 8.3. Accrual Schedule:**

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. Vacation sign-up shall begin in January of each calendar year and officers may register for vacation before it is earned, but no vacation can actually be taken until after it is earned. The maximum yearly vacation accruals are as follows:

0-12 Months	80 hours
Following completion of 1st, 2nd, 3rd & 4th years of service	80 hours
Following completion of 5 <sup>th</sup> through 11 <sup>th</sup> years of service	120 hours
Following completion of and including 12 <sup>th</sup> year of service +	160 hours

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment with the Village. The monthly accrual amount is equal to the employee's maximum yearly vacation accrual divided by twelve (12).

**Section 8.4. Accumulation:**

The maximum number of vacation hours which may be accrued by an employee is eighty (80) hours over the employee's maximum yearly vacation accrual. Vacation hours accumulated in excess of this amount will be lost.

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

**Section 8.5. Village Emergency:**

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

**ARTICLE IX**  
**HOLIDAY AND PERSONAL TIME**

**Section 9.1. Holiday:**

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

- |                   |                        |
|-------------------|------------------------|
| New Year's Day    | Independence Day       |
| President's Day   | Friday Before Easter   |
| Memorial Day      | Labor Day              |
| Thanksgiving Day  | Day After Thanksgiving |
| Christmas Eve Day | Christmas Day          |

**Section 9.2. Holiday Pay:**

1. As each of the holidays listed in Section 9.1 is observed, each Officer covered by this Agreement, whether he works the holiday or not, shall receive twelve (12) hours at the Officer's base rate of pay as holiday pay. In lieu of receiving twelve (12) hours of holiday pay, an officer may elect to request the opportunity to use the twelve (12) hours of holiday time to take the holiday off, subject to the same procedures currently required to obtain approval for time off from the Chief of Police or designee with the Chief (or designee) having the ultimate discretion to approve or deny the request pursuant to Section 8.2 above. If the Chief of Police, or designee approves an employee's request to use holiday time to take an approved holiday off, the officer shall be paid at his/her regular rate of pay for the holiday, but shall not receive any additional compensation. The hours used to calculate holiday pay do not count as actual hours worked for the purposes of calculating overtime.



2. An Officer scheduled to work on a recognized Village holiday shall do so, unless the Officer is using approved benefit time. An Officer who is working on the designated holiday shall be paid at time and one half his regular rate of pay. For the purposes of calculating overtime within a pay period, hours worked on a holiday shall count the same as time worked on any other shift. An officer may elect to receive this compensation for hours worked on a holiday as compensatory time for the following holidays only in lieu of pay, Christmas Eve, Christmas Day, Thanksgiving and 4<sup>th</sup> of July. For the purposes of calculating overtime within a pay period, hours worked on Christmas Eve, Christmas Day, Thanksgiving, and 4<sup>th</sup> of July and elected by the Officer to be compensated as compensatory time, shall count the same as time worked on any other shift (12 hours). Officers assigned to work a holiday on a scheduled day off shall receive double time for the hours worked on the holiday.

### **Section 9.3. Personal Time:**

Each full-time employee with one or more years of service on the active payroll as of the beginning of a fiscal year are entitled to three days of personal time off with pay during the fiscal year. Employees with less than one year but more than six months of service will receive two days employees with less than six months will receive one day. Said time shall not be charged against vacation time or sick time.

To be eligible, an employee must schedule the personal time and receive the approval of the Police Chief. Such requests to schedule personal time off shall not be unreasonably denied and, except in an emergency, shall be made a minimum of three (3) calendar days ahead of time, or at the discretion of the Police Chief.

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

## **ARTICLE X** **LEAVE OF ABSENCE**

### **Section 10.1. Absence from Work:**

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

### **Section 10.2. Sick Leave:**

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

The Chief of Police may require any covered employees to submit written physician verification of treatment and that the employee is fit to return to work for any absence from work for illness of three

(3) consecutive work days or more. The Chief of Police may also require such verification at any time he reasonably believes that an abuse of sick leave is taking or has taken place. If the Chief of Police has requested the aforementioned verification, and the employee cannot provide or is unable to provide this requested verification, this will be considered an unverified instance of sick leave. After four (4) unverified instances of sick leave in one Labor Agreement year, the employee may be required by the Chief of Police to verify any absence for medical reasons. Verification shall be written documentation from a health care provider.

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

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

### **Section 10.3. Sick Leave Accrual and Usage:**

The Department Sick Leave Benefit shall be accrued at a rate of one (1) day per month, the one day as defined by the current work schedule with a maximum accrual of 564 hours.

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

### **Section 10.4. Sick Leave Incentive:**

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

1. the affected employee has exhausted all of his own sick leave;
2. the affected employee has a serious illness as determined by the committee;
3. the total of donated hours to any affected employee shall not exceed 320 hours in any calendar year; and
4. any transferring employee has not donated more than forty (40) sick leave hours in any calendar year, and will not, after such transfer, be left with less than 100 hours of accrued sick leave.

**Section 10.5. Funeral Leave:**

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

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

**Section 10.6. General Leave of Absence:**

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

**Section 10.7. Military Leave:**

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

**Section 10.8. Jury Duty:**

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

**Section 10.9. Maternity / Paternity Leave:**

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

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

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

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

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

## **ARTICLE XI** **EDUCATION BENEFITS**

### **Section 11.1. On-Duty Training:**

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

### **Section 11.2. Scheduling of On-Duty Training:**

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

### **Section 11.3. Educational Reimbursement:**

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

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

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement, and provide any information or documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to

and from the school is the responsibility of the student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non-working hours and as such not payable by the Village.

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

**Section 11.4. Travel and Meeting Expense Allowances:**

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

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

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

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

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

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

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

- A. Satisfactory completion of twelve (12) months of probationary employment, following graduation from the police academy, is required of all probationary police officers before a regular appointment to said position is made.
- B. Within the first twelve (12) months of employment, each probationary police officer who has not already done so must attend and satisfactorily complete a Basic Law Enforcement

course of instruction, of which the content, duration, and criteria for receiving a final passing grade must and shall be approved and certified by the Illinois Local Governmental Police Officers Training Board. The cost of that course includes training, uniforms, tuition and travel. The Village will pay that amount on behalf of the probationary police officer, and that payment shall be considered a loan to the probationary police officer.

- C. Each probationary police officer who has not already done so must, as soon as is practically possible following the initial appointment, must successfully complete the mandatory course of instruction of firearms use and proficiency, as well as the mandatory physical fitness proficiency standards tests. Said courses are those which are approved and certified by the same training board mentioned above.
- D. In the event that the probationary police officer chooses to leave the employment of the Village of Gilberts Police Department prior to completing a total of six (6) calendar months of service with the Village, he/she will reimburse the Village for all expenses advanced for the officer's attendance at the Basic Law Enforcement, the firearms courses and physical fitness tests (tuition, travel and incidental expenses, excluding any reimbursement the Village may receive), equipment, specialized training and uniforms.
- E. Should a probationary police officer resign after six (6) calendar months of service but before completion of twenty-four (24) calendar months of service, he/she will reimburse the Village 150% of the loan advance. The repayment the loan shall be at a prorated amount of the costs described in paragraph "B" of this Section, with a credit of 1/24th of the total amount for each month of service.
- F. In the event that the probationary police officer is called to active military duty, has his or her probationary period extended, or is granted a leave of absence during the period covered by this Agreement, the period set forth in this Section shall be extended accordingly.
- G. If the employment terminates due to a disability, illness or injury or death no repayment of the loan will be required.
- H. The full and complete repayment of the loan will be made to the Village within thirty (30) calendar days after the undersigned has left the employment of the Village. The Village reserves the right to pursue attorney fees and court costs incurred in the enforcement of this Section.

#### **Section 11.6. Scheduling of Training:**

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

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

**Section 12.1. Definition:**

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

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

**STEP TWO:** If the grievance is not adjusted in Step One, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within ten (10) calendar days of the receipt from the Chief of Police of his response in Step One. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Administrator, or his designated representative, shall give the grievant the Employer's answer in writing within ten (10) calendar days following their meeting.

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

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

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

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

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

#### **Section 12.2. Fees and Expenses of Arbitration:**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Union provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

#### **Section 12.3. Forms:**

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

#### **Section 12.4. General Rules:**

- a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.
- b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

#### **Section 12.5. Notice of Chapter Representation:**

The Chapter shall certify to the Village the names of those employees who are designated as representatives (stewards) for each shift and the Investigations Division. These employees shall be the



only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

**Section 12.6. Rights of Chapter:**

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

**ARTICLE XIII**  
**NON-DISCRIMINATION**

**Section 13.1. Non-Discrimination:**

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

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

**Section 13.2. Chapter Activity:**

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

**ARTICLE XIV**  
**DISCIPLINE**

**Section 14.1. Procedure of Discipline:**

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

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

**Section 14.2. Disciplinary Authority:**

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

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

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

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

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

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

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

Part 5. Exclusivity of Disciplinary Procedures. This Agreement is intended to modify or supersede the hearing rights and procedures afforded to employees as to disciplinary action provided by 65 ILCS 5/10-2.1-17. Pursuant to Section 15 of the IPLRA 5 ILCS 315/15, the provisions of this Article with

respect to discipline and the appeal and review of discipline shall be in lieu of, and shall expressly modify, supersede, or preempt, any contrary provision that might otherwise be applicable under 65 ILCS 5/10-2.1-17.

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

**Section 14.3. Discipline:**

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

**Section 14.4. Written Reprimand:**

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

**Section 14.5. Personnel Files:**

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

**Section 14.6. Safety Standards:**

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

**Section 14.7. Fitness for Duty**

Appeal of any discipline arising out of any question of an employee's fitness for duty will be subject to the grievance procedure of this Agreement. Prior to any employee being disciplined and/or terminated because of a lack of fitness for duty, the employee will be subject to an examination by a licensed medical professional jointly selected by the Employer and the Union. If the Employer and Union are unable to agree, the parties shall submit a request to INSPE (or other mutually agreed upon vendor) for selection of an appropriate health care provider. The employee may be reassigned or placed on the appropriate benefit leave or paid administrative leave pending the outcome of the medical examination.

**ARTICLE XV**  
**INVESTIGATIONS CONCERNING OFFICERS**

**Section 15.1. Right to Investigate:**

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

**Section 15.2. Right to Representation:**

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

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

**Section 15.3. Status of Investigations:**

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

**ARTICLE XVI**  
**HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE**

**Section 16.1. Health Insurance:**

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

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

**Section 16.2. Life Insurance:**

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

**Section 16.3. Continuation of Benefit:**

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

**Section 16.4. Section 125 Cafeteria Plan:**

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

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

**Section 16.5. Dental Insurance:**

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

**ARTICLE XVII**  
**UNIFORM BENEFITS**

**Section 17.1. Benefits:**

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

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

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

**Section 17.2. Damage to Uniforms or Property:**

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

**Section 17.3. Vests:**

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

**ARTICLE XVIII**  
**OFF DUTY EMPLOYMENT**

**Section 18.1. Employment Outside Department:**

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

**Section 18.2. Extra Duty Details:**

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

**ARTICLE XIX**  
**SENIORITY**

**Section 19.1. Seniority:**

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

**Section 19.2. Determination of Seniority:**

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

**Section 19.3. Maintenance of Seniority List:**

A current and up-to-date seniority list showing the names and length of service of each Police Employee shall be maintained for inspection by members and shall be updated on an annual basis. This list is contained in Appendix "B" which is attached hereto and made part hereof.

**Section 19.4. Forfeiture of Seniority:**

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

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

**ARTICLE XX**  
**LIGHT DUTY**

**Section 20.1. Work Schedule for Light Duty:**

Any Employee who is injured or is otherwise unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work existing and available light duty, subject to

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

## **ARTICLE XXI** **GENERAL PROVISIONS**

### **Section 21.1. Chapter Employees:**

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

### **Section 21.2. Immunization and Inoculations:**

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

### **Section 21.3. Killed in Line of Duty Benefit:**

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

### **Section 21.4. Medical Evaluations:**

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

### **Section 21.5. Fitness Examinations:**

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



**Section 21.6. Residency:**

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

**Section 21.7. Solicitation:**

While the Village acknowledges that bargaining unit employees may conduct solicitation of Village of Gilberts merchants, residents or citizens, the Chapter agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the Village of Gilberts Police Department or the Village of Gilberts.

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

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

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

**Section 21.8. Wellness Incentive Program**

Should the Village offer a wellness program to all Village employees, the same wellness program will be offered to Bargaining Unit Members.

**ARTICLE XXII**  
**DRUG AND ALCOHOL TESTING**

**Section 22.1. Recognition:**

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

## **Section 22.2. Prohibitions:**

Employees shall be prohibited from:

1. Consuming or possessing alcohol at any time and at any place while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.
2. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty as authorized by the Chief or his designee.
3. Failing to report to the employee's supervisor any known adverse side effects of medication or prescription drugs that the employee may be taking.
3. Ingestion or illegal possession of a prescription drug which has not been prescribed to the employee, or the use of prescribed drugs for other than prescribed purposes.
4. Testing positive for illegal drugs at any time or for being under the influence of alcohol while on duty except as may be necessary in the performance of duty as authorized by the Chief or his designee.
5. Failing to notify the Chief of any criminal drug statute conviction no later than 5 days after such conviction.

## **Section 22.3. Drug Testing Permitted:**

Where the Village has reasonable suspicion to believe that an employee's work performance is adversely affected because the employee is under the influence of alcohol or the abuse of prescription drugs or has used illegal drugs, the Chief of Police or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Village 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, or a vehicle accident. The Village will order testing in conjunction with an officer involved shooting as required by Section 22.7 of this Agreement. The Village also may test employees on a random basis with no employee being tested more than two (2) times per year. The employee shall be informed of his or her right to Chapter representation, and shall be entitled to such if so requested. The foregoing shall not limit the right of the Village to conduct any tests it may deem appropriate for person seeking employment as police officers prior to their date of hire, or upon promotion or reassignment to another position within the Department. Testing shall not be delayed by reason of the employee's inability to consult with legal counsel or a Chapter representative. An employee's failure to submit to a drug test can result in discipline or termination.

## **Section 22.4. Order to Submit to Testing:**

The Chief of Police or his designee shall provide the employee with a general verbal description setting forth the facts and inferences which form the basis of the order to test. If the Chief of Police or his designee gives a verbal order to submit to testing, the employee must complete the testing as soon as practicable, but no later than by the end of the employee's shift. Failure to complete testing by the end of the employee's shift will constitute a refusal to submit to such a test.

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

**Section 22.5. Test to be Conducted:**

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

- a. Use only a clinical laboratory or hospital facility outside of the corporate limits of Gilberts which is certified by the State of Illinois to perform drug and/or alcohol testing, or use a licensed Breathalyzer operator who is not a member of the bargaining unit.
- b. Establish a chain of custody procedure for both the sample collection and testing that ensures the integrity of the identity of each sample and test result.
- c. Collect a sufficient sample of the same bodily fluid or material from an officer to show for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer.
- d. Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e. Confirm any blood or urine sample that tests positive in initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites.
- f. Provide the employee tested with an opportunity to have additional blood or urine sample tested by a clinical laboratory or hospital facility of the employee's choosing at the employee's own expense, provided the employee notifies the Village within seven (7) days of receiving the results of the test.
- g. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village shall not use such information in any manner or form adverse to the employee's interests.
- h. Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration

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

- i. Provide each employee tested with a copy of all information and reports received by the Village in connection with the testing and the results.
- j. Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure.

#### **Section 22.6. Voluntary Request for Assistance:**

The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support from an alcohol or prescription drug related problem not involving or related to criminal activity other than the Village may require reassignment of the employee with pay if the employee is unfit for duty in his current assignment. Nothing herein shall limit the employer's right to discipline employees for misconduct arising out of or relating to the employee's use of illegal drugs or alcohol. The foregoing is conditioned upon:

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

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Article shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at the employee's option, to use accumulated paid leave or take an unpaid leave of absence pending treatment

#### **Section 22.7 Drug and Alcohol Testing Following an Officer Involved Shooting**

1. Unless contradicted by this Agreement, employees shall be required to abide by the Employer's General Order regarding use of force, including the section requiring each officer who is involved in an officer involved shooting to submit to drug and alcohol testing.

2. For clarity, an employee "involved in" an "officer involved shooting" is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

3. The term "involved in" an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term "involved in" include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

4. The provisions of the Collective Bargaining Agreement regarding drug testing and standards for discipline shall regulate the drug testing procedures and the consequences for any positive drug test results.

5. Any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of termination. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant.

### **ARTICLE XXIII** **SAVINGS CLAUSE**

#### **Section 23.1. Savings Clause:**

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

### **ARTICLE XXIV** **ENTIRE AGREEMENT**

#### **Section 24.1. Maintenance of Economic Benefits:**

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Chapter of its intention to change them. Upon such notification, and if requested by the Chapter, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification, the Chapter must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Chapter to request discussions shall act as a waiver of the right to such discussions by the Chapter.

**Section 24.2. Entire Agreement:**

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

**Section 24.3. Ratification and Amendment:**

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

**ARTICLE XXV**  
**TERMINATION**

**Section 25.1. Termination:**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to the anniversary date and not earlier than one hundred twenty (120) calendar days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) calendar days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) calendar days prior to the expiration date hereof and not earlier than one hundred twenty (120) calendar days.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**METROPOLITAN ALLIANCE OF POLICE Gilberts Police Chapter #423**

\_\_\_\_\_  
Eric Meador, President, Gilberts Police M.A.P. Chapter #423

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Keith George  
President, Metropolitan Alliance of Police (M.A.P.)

**VILLAGE OF GILBERTS, an Illinois Municipal Corporation**

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Guy Zambetti  
President – Village of Gilberts

**APPENDIX A**  
**SALARY SCHEDULE**

<b>Patrol</b>	<b>Entry</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>
5/1/2022									
Hourly	28.4692	29.6080	30.7923	32.0240	33.3049	34.6371	36.0226	37.4635	38.9621
Bi-Weekly	2,391.41	2,487.07	2,586.55	2,690.01	2,797.61	2,909.52	3,025.90	3,146.94	3,272.81
Annual	62,176.73	64,663.80	67,250.35	69,940.37	72,737.98	75,647.50	78,673.40	81,820.34	85,093.15
5/1/2023									
Hourly	29.3233	30.4962	31.7161	32.9847	34.3041	35.6762	37.1033	38.5874	40.1309
Bi-Weekly	2,463.16	2,561.68	2,664.15	2,770.71	2,881.54	2,996.80	3,116.68	3,241.34	3,371.00
Annual	64,042.03	66,603.72	69,267.86	72,038.58	74,920.12	77,916.93	81,033.60	84,274.95	87,645.95
5/1/2024									
Hourly	30.2030	31.4111	32.6675	33.9742	35.3332	36.7465	38.2164	39.7451	41.3349
Bi-Weekly	2,537.05	2,638.53	2,744.07	2,853.84	2,967.99	3,086.71	3,210.18	3,338.58	3,472.13
Annual	65,963.30	68,601.83	71,345.90	74,199.74	77,167.73	80,254.44	83,464.61	86,803.20	90,275.33
5/1/2025									
Hourly	31.1091	32.3534	33.6476	34.9935	36.3932	37.8489	39.3629	40.9374	42.5749
Bi-Weekly	2,613.16	2,717.69	2,826.40	2,939.45	3,057.03	3,179.31	3,306.48	3,438.74	3,576.29
Annual	67,942.19	70,659.88	73,486.28	76,425.73	79,482.76	82,662.07	85,968.55	89,407.29	92,983.58





<b>Sergeants</b>	Entry	Year 1	Year 2	Year 3	Year 4	Year 5		<b>Officers</b>		
5/1/2022								<b>1.040</b>	4.00%	steps across
Hourly	40.5205	41.5336	42.5719	43.6362	44.7271	45.8453		<b>1.030</b>	3.00%	down 1st year
Bi-Weekly	3,403.73	3,488.82	3,576.04	3,665.44	3,757.08	3,851.00		<b>1.03</b>	3.00%	down years 2, 3 & 4
Annual	88,496.88	90,709.30	92,977.03	95,301.46	97,683.99	100,126.09				
5/1/2023										
Hourly	41.7362	42.7796	43.8491	44.9453	46.0689	47.2206		<b>Sergeants</b>		
Bi-Weekly	3,505.84	3,593.48	3,683.32	3,775.40	3,869.79	3,966.53		<b>1.040</b>	Starting = Officer 8 + 4%	
Annual	91,151.78	93,430.58	95,766.34	98,160.50	100,614.51	103,129.88		<b>1.025</b>	2.50%	steps across
5/1/2024										
Hourly	42.9883	44.0630	45.1645	46.2936	47.4510	48.6373				5/1/2024
Bi-Weekly	3,611.01	3,701.29	3,793.82	3,888.67	3,985.88	4,085.53			"Bi-weekly" assumes 84-hour pay periods based on 12-hour shifts	
Annual	93,886.34	96,233.50	98,639.33	101,105.32	103,632.95	106,223.77				
5/1/2025										
Hourly	44.2779	45.3848	46.5195	47.6825	48.8745	50.0964				
Bi-Weekly	3,719.34	3,812.33	3,907.64	4,005.33	4,105.46	4,208.10			"Annual" assumes 2,184 hours/year based on 12-hour shifts	
Annual	96,702.93	99,120.50	101,598.51	104,138.48	106,741.94	109,410.49				

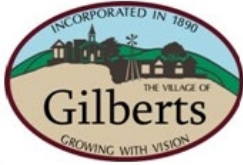
**APPENDIX B**  
**SENIORITY LIST**

<b><u>Name</u></b>	<b><u>Date of Hire</u></b>	<b><u>Years of Service as of May 1, 2022</u></b>
Jeff Hill	3/18/2008	14 years, 1 month (total)
Promoted to Sergeant	7/7/2019	2 years 9 months (Sergeant)
Jason Hernandez	1/2/2015	7 years, 4 months (total)
Promoted to Sergeant	11/16/2020	1 year, 5 months (Sergeant)
Eric Meador	6/21/2010	11 years, 10 months
Martin Griffin	11/5/2018	3 years, 5 months
Todd Waller	7/14/19	2 years, 9 months
Kenneth Cram	4/11/2021	1 year
Xavier Perez	6/20/21	10 months
Gretchen Fehling	6/28/21	10 months

**APPENDIX C**  
**ISSUED EQUIPMENT**

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

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



## *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti & Board of Trustees  
**From:** Brian Bourdeau, Village Administrator  
Taunya Fischer, Finance Director  
**Date:** June 7, 2022 Village Board Meeting  
**Re:** Item 5.B: Approve Changes to the Village of Gilberts Personnel Policies Related to Vacation Accruals.

---

### **Background:**

There were modifications in the agreement between the Village of Gilberts and Metropolitan Alliance of Police Gilberts Police Chapter #423 related to the accrual of vacation time. This proposed change to the Village's Personnel Policy is intended to provide the same type and manner of vacation accrual to all non-collective bargaining unit members.

RESOLUTION 33-2022

VILLAGE OF GILBERTS

RESOLUTION APPROVING CHANGES TO THE VILLAGE OF GILBERTS PERSONNEL POLICIES RELATED TO VACATION ACCRUALS

WHEREAS, the Village of Gilberts Personnel Policy, adopted May 1, 2007 and amended January 21, 2020 and August 4, 2020, establishes the general guidelines for employees conduct; and

WHEREAS, from time to time it is necessary to amend the Personnel Policy for clarification or to better meet the needs of the employees and the Village; and

WHEREAS, the Village desires to amend its policy related to non-exempt personnel overtime under the policy as identified in Exhibit A.

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

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Village of Gilberts Personnel Policy manual attached as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this \_\_\_\_ day of June 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

**Resolution No. 33-2022**

APPROVED THIS \_\_\_\_ DAY OF June, 2022

\_\_\_\_\_  
Village President, Guy Zambetti

(SEAL)  
ATTEST:

\_\_\_\_\_  
Village Clerk, Courtney Nicholas

**Exhibit A**

Village Personnel Policy



**VILLAGE of GILBERTS**

**PERSONNEL MANUAL**

**Passed by the Board of Trustees  
of  
Village of Gilberts**

**June 7, 2022**

**Resolution 33-2022**



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## **1. INTRODUCTION**

### **1.1 GENERAL POLICY**

It is the policy of the Village of Gilberts (hereafter referred to as the "Village"), to provide, support, implement, and maintain high quality services and facilities in order to promote and protect and enhance the health, safety, welfare and quality of life of its citizens. The ability of the Village to provide high quality services to its residents is dependent in large part on the employees of the Village performing at a consistently high professional level. The Village takes pride in the spirit of professionalism, warmth and hospitality of its employees, who as public servants are charged with the responsibility to courteously deliver reliable, efficient and effective municipal services.

This personnel manual shall be made available to all Village employees. All employees are expected to read the Personnel Manual, become familiar with its contents, follow the procedures contained within and sign a statement that the employee shall comply with the provisions set forth herein.

### **1.2 PURPOSE OF MANUAL**

The purpose of this Personnel Manual is to provide the employees of the Village of Gilberts guidance in understanding and executing the duties, responsibilities and privileges of their employment with the Village. The Personnel Manual establishes the standard administrative procedures for employee hiring, discipline, benefits and services. The Village reserves the right to take any action deemed to be in its best interests, as a particular situation or circumstances may dictate.

Nothing contained in this manual and nothing said or done by a Village employee is intended as an employment contract between the Village and any employee or a guarantee of continued employment. The Village and the employee both have the right to terminate the employment relationship at any time, with or without cause and with or without notice. This relationship is therefore considered to be employment "at-will."

Each rule of the Personnel Manual and each section thereof is an independent rule. Should the provisions of any rule or section to be held void, invalid, or ineffective, for any reason, said determination does not affect the validity of any other rule or section.

This Manual supersedes and replaces all prior versions, draft and other policy statements on the matters set forth in this Manual. In the event of any conflict between the provisions of this Manual and the provisions contained in any collective bargaining agreement that may be applicable to union employees of the Village, the collective bargaining agreement shall control with respect to the union employees in question. If an issue is not specifically addressed in a collective bargaining agreement, this Manual shall control.

### 1.3 DEFINITIONS

For the purpose of this Manual, the following definitions shall apply:

**Authority** - Approval of personnel policy is vested in the President and Board of Trustees. It is the responsibility of the Village President to provide copies of recommended modifications to the Board of Trustees for final approval. The overall authority and responsibility to administer the personnel policy is vested in the Village President with approval by the Village Board of Trustees. The Village Administrator and Department Heads shall be responsible for the day-to-day administration of the personnel policies, procedures, rules and regulations.

**CDL** – Commercial Drivers License issued by the State of Illinois.

**Department Head** - Department Head is the supervisor of a department. When the Department Head is not identified the Village Administrator shall be considered the Department Head until such time as a Department Head is identified.

**Employee Year** – A twelve (12) month period, beginning with the first day of employment of an employee.

**Exempt Employee** - An exempt employee is any employee of the Village, whether having achieved full employment status or not, who is exempted from coverage by the Fair Labor Standards Act (FLSA) or its amendments for purposes of wages and overtime. Determination of exempt status shall be based on whether each written job description satisfies the criteria for an “Executive,” “Administrative,” “Professional” or “Creative” exemption, as established by Section 13(a)(1) of the Fair Labor Standards Act, as amended, and within guidance set forth by the U.S. Department of Labor.



**Fair Labor Standards Act (FLSA)** – Federal law that prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment.

**Fiscal Year** - May 1st to April 30<sup>th</sup> - the Village Fiscal Year.

**Family Medical Leave Act (FMLA)** – Federal law that requires employers to grant eligible employees up to a total of 12 workweeks of unpaid leave during any 12-month period for the birth and care of a newborn child; adoption or placement of a child in a foster home; the care of an immediate family member with a serious health condition, or an employee’s own serious health condition [29 CFR Part 825].

**Gratuities** - Gratuities shall include but are not limited to such items as: money; gift certificates; cash; contributions; stock; bonds; consumable goods such as liquor, candy, food, beverages; sporting goods; automotive equipment; appliances; clothing; flowers; plants; landscaping material; office supplies; perfume; cologne; electronic equipment; books; magazines; subscriptions; pictures; paintings; memberships; records; tapes; furniture and other such items for personal use.

**Health Insurance Portability and Accountability Act of 1996 (HIPAA)** – Federal law that regulates the continuity of health insurance coverage, pre-existing conditions, and the maintenance of and access to individuals’ medical records.

**Hourly Employee** - Any person hired by the Village who may be regularly scheduled and is paid on an hourly basis.

**Excused Leave** - a non-paid excused work absence.

**NIDA** – National Institute of Drug Abuse (NIDA) is a Federal scientific research institute under the National Institutes of Health, U.S. Department of Health and Human Services.

**Non-Exempt Employee** - A non-exempt employee is any employee of the Village, whether having achieved full employment status or not, who is provided coverage by the Fair Labor Standards Act as amended for purposes of wages and overtime. An employee shall be considered non-exempt until such time that the written job description for the employee’s position satisfies the

criteria for a qualified exemption as set forth in Section 13(a)(1) of the Fair Labor Standards Act.

**Part time Employee** – an employee that works less than forty (40) hours per week.

**Personal Days** – Paid excused work absence days to be used for sick and/or personal business.

**Police Department Operating Manual** - Separate and distinct Manual for Police Department employees only and supplemental to this Village Personnel Manual. In the event of any conflict between the provisions of the Police Department Operating Manual and this Personnel Manual, the more stringent provisions shall apply unless otherwise specifically approved by the Village Board.

**Personnel Record Review Act (PRRA)** - State statute that provides an employee a right to review, copy and correct personnel records, and prescribes the gathering and use of information about the employee by an employer. [820 ILCS 40/0.0/et.seq.]

**Part Time Employee** – an employee scheduled to work less than thirty-five (35) hours, but more than twenty-four (24) hours per week for fifty-two (52) weeks of the year.

**Full Time Employee** - Any employee who goes through a probationary period and is scheduled to work at least forty (40) hours per week, fifty-two (52) weeks of the year, less vacation. All full time employee positions shall be authorized by the Village Board of Trustees through the annual budget process or through amendments to the budgets as approved at regular or special Board meetings.

**Relative** - For the purpose of this Manual, a relative shall be deemed to include the following: father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter or spouse.

**Salaried Employee** - Any person hired by the Village who is paid on a salary basis and is regularly scheduled on a permanent assignment.

**Seasonal or Temporary Employee** - A seasonal/temporary employee is an employee of the Village who works less than six months of the year.

**Illinois Victim's Economic Security and Safety Act (VESSA)** – State law that provides eligible employees up to a total of 12 work weeks of unpaid leave during any 12-month period for medical attention, services, counseling, relocation, and/or legal assistance for self-care or the care of family/household members resulting from domestic violence. [56 IL Adm. Code 280]

**Work Week** - Seven consecutive calendar days beginning at 12:00 a.m., Sunday for all Village employees except employees of the Police Department.

#### **1.4 SUPPLEMENTS TO PERSONNEL MANUAL**

The Village reserves the right to modify, revoke, suspend, terminate or change the language in this Personnel Manual, in whole or in part, at any time, with or without notice. If from time to time when changes are necessary or revisions are made, all employees of the Village will be given revised copies for inclusion in their copy of the Personnel Manual. All approved modifications to these policies shall become a part of the Personnel Manual on their effective date until amended or withdrawn, by action of the Village Board. All approved modifications will be provided to all Village employees in written form for inclusion in their copy of the Personnel Manual.

From time to time, the Village may also adopt policies that relate to, supersede or extend beyond the scope of the Personnel Manual. Employees shall be notified in writing when new policies that affect them are enacted.

#### **1.5 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

It is the policy of the Village to provide equal employment opportunity to all qualified employees and applicants for employment without regard to race, color, religion, creed, gender or sexual orientation, marital status, national origin, ancestry, age, military discharge, handicap unrelated to job requirements, or veteran status in accordance with applicable laws.

This equal employment opportunity policy applies to all employment activities, including but not limited to hiring, promotion, demotion, transfer, recruitment, advertising, layoff, discharge, rate of pay and selection for training. This policy extends to all aspects of the Village, including recruiting, hiring, appointment and promotion into a job classification. In order to maintain such an environment, it will be a goal of the Village to conduct sensitivity and diversity training for all employees, appointed and elected offices on a regular basis.

#### **1.6 RESIDENTIAL PREFERENCE**

When permitted by law, it shall be the policy of the Village that when considering for employment equally qualified candidates, to give preference to a resident of Gilberts.

## **1.7 SEXUAL HARASSMENT POLICY.**

The Village is committed to providing a workplace environment that encourages and fosters appropriate conduct among employees and respect for individual values and sensibilities. Accordingly, the Village's commitment extends to all forms of discrimination, including sexual harassment. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal. Employees are advised that sexual harassment may also subject the Village and/or an individual to substantial civil penalties.

The Village's policy on sexual harassment is part of its overall affirmative action efforts pursuant to state and federal laws prohibiting discrimination based on age, race, color, religion, national origin, citizenship status, unfavorable discharge from the military, marital status, disability, and gender. Specifically, sexual harassment is prohibited by the Civil Rights Act of 1964, as amended in 1991, and the Illinois Human Rights Act.

Each and every employee of the Village bears the responsibility to refrain from sexual harassment in the workplace. No employee--either male or female--should be subjected to unsolicited or unwelcome sexual overtures or conduct in the workplace. Furthermore, it is the responsibility of all supervisory personnel to make sure that the work environment is free from sexual harassment. All forms of discrimination and conduct, which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment must be eliminated. Instances of sexual harassment shall be investigated in a prompt and effective manner.

All employees of the Village, and particularly those in a supervisory or management capacity, are expected to become familiar with the contents of this Policy and to abide by the requirements.

### **1.7.1 DEFINITION OF SEXUAL HARASSMENT.**

According to the Equal Employment Opportunity Commission and the Illinois Department of Human Rights, and for the purposes of this policy, sexual harassment is defined as: unwelcome sexual advances or requests for sexual favors or any conduct consisting of a sexual nature where:

- (a) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- (c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Conduct commonly considered to constitute sexual harassment includes, but is not limited to:

Verbal: sexual innuendoes, sexually explicit jokes or stories, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates, or statements about other employees, sexually degrading words to describe an individual, even outside their presence, of a sexual nature, graphic or suggestive comments about an individual's dress or body.

Non-verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls", "smacking", or "kissing" noises.

Visual: Posters, signs, pin-ups or slogans of sexual nature, suggestive or objectionable pictures or photographs of individuals.

Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual intercourse, or actual assault.

Sexual harassment can occur between men and women or members of the same sex. Sexual harassment is unacceptable in the workplace itself and in other work-related settings, such as business trips, and business-related social events.

It is also unlawful to retaliate in any way against anyone who has complained about sexual harassment or discrimination, whether that concern relates to harassment of or discrimination against the individual raising the concern or against another individual.

### **1.7.2 RESPONSIBILITY OF INDIVIDUAL EMPLOYEES.**

Each individual employee has the responsibility to refrain from sexual harassment in the workplace. An individual employee who sexually harasses a fellow worker is liable for his or her individual conduct.

### **1.7.3 REPORTING PROCEDURES**

The Village has designated the Village President and/or Village Administrator to coordinate the Village's sexual harassment policy compliance. He/She is available to consult with employees regarding their obligations under this policy. In circumstances when the complaint is made against the Village President or Village Administrator, the Village Board will become the coordinator for such complaint.

Any harassment, sexual or otherwise, when experienced or observed, must be promptly reported in confidence to the employee's supervisor or to the Village Administrator. Supervisory personnel shall take appropriate action when they become aware of potential sexual harassment. If the complaint involves an employee's supervisor, then the employee may go to another supervisor, the Village Administrator, or the Village President. An investigation will be made immediately concerning any allegation of harassment in as confidential a manner as possible. The Village does not condone any form of retaliation against any employee for making a report under this policy or cooperating with an investigation under this policy. If the investigation leads to a determination that the harassment occurred, corrective action will be taken immediately, up to and including termination of employment if appropriate.

To the maximum extent possible, the Village will strictly maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint or as required by law.

The Village's policy is to investigate all such complaints thoroughly and promptly. If an investigation confirms that a violation of this harassment policy has occurred, the Village will take corrective action, including such discipline, up to and including immediate termination of employment, as is appropriate. Additionally, in investigating complaints of harassment under this policy, the Village may impose discipline, up to and including termination of employment

for inappropriate conduct that comes to the Village's attention, without regard to whether the conduct constitutes a violation of law or this policy.

False and frivolous charges refer to cases where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith, which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action up to and including discharge.

Any allegation of sexual harassment made by an elected official against another elected official may be reported to the chief executive officer. If the chief executive officer is the person making the allegation or is the person alleged to have committed the harassment, then the report may be made to any other elected official. The preference is that such complaints be submitted in writing with as much detail as possible regarding the nature of the incident(s) and who is responsible for the alleged harassment, when the incident(s) occurred, where they occurred, whether or not they were witnessed and by whom and whether or not there is any physical evidence (video, audio, text, email, social media etc.) that needs to be identified and preserved. While there is a preference for complete and detailed written complaints, all complaints, including verbal complaints, will be thoroughly investigated. Upon receipt of an allegation of harassment pursuant to this policy, the person to whom the report has been made shall immediately refer the complaint to the Agency's legal counsel for review. The Agency's legal counsel shall then appoint a qualified independent attorney or consultant to review and investigate all allegations set forth in the complaint.

## **1.8 DRUG AND ALCOHOL ABUSE POLICY**

It is the policy of the Village that the residents have the right to expect all persons employed by the Village to be free from drug use and alcohol abuse. All employees are required to report to work on time and in an appropriate mental and physical condition for work. It is the Village's intent to provide and maintain a drug and alcohol free, healthful, safe and secure work environment.

### **1.8.1 PROHIBITED CONDUCT**

In accordance with the Federal Drug-Free Work Place Act of 1988, Village employees shall not manufacture, distribute, dispense, possess or use illicit



drugs, unauthorized prescription drugs, alcohol, cannabis or controlled substances on the premises of any Village building or facility (unless authorized), in Village-owned vehicles, during working hours or during any on-call period. Likewise, employees also are prohibited from being under the influence of illegal drugs, controlled substances, unauthorized prescription drugs, cannabis or alcohol on the premises of any Village building or facility (unless authorized), in Village-owned vehicles or during working hours or during any on-call period. In addition, the use of recreational cannabis shall be prohibited for certified law enforcement officers, all employees for whom a valid commercial driver's license ("CDL") is required as a condition of employment, all employees under 21 years of age and any employee who works in a position funded by a federal grant. Compliance with this policy is a condition of employment. Sanctions for violation of this policy extend to and include termination of employment and referral for prosecution consistent with applicable local, state and federal law.

This policy does not apply to the lawful use of prescription drugs, including but not limited to medical cannabis, under the supervision of a licensed health care professional and within the limits of a valid prescription. An employee who has been prescribed drugs is required, however, to consult with his or her doctor or pharmacist about the prescribed medication's effect on the employee's ability to perform his or her job safely and to immediately disclose to his or her supervisor any medication-related work restrictions. While employees are required to disclose any medication-related work restrictions, employees should not disclose the type of drugs they have been prescribed or the underlying medical conditions or disabilities unless directed to do so by their doctors or pharmacist or asked to do so by the Village.

As part of our drug free work-place policy, it is the policy of the Village to conduct drug testing during the post offer, pre-placement physical examination required for all certified law enforcement officers, prospective employee who must possess a valid CDL as a condition of Village employment, employees whose position is funded by a federal grant and all employees under 21 years of age. It is also the policy of the Village to conduct drug/alcohol testing where it has reason to believe that an employee may be under the influence of alcohol, illegal drugs or other controlled substances. Employees subject to D.O.T. testing shall be tested in accordance with D.O.T. regulations in addition to the testing and discipline provisions of this policy. Refusal to submit to testing will result in disciplinary action, up to and including termination of employment.

As a condition of initial or continued employment, employees shall abide by the terms of this policy and shall notify the Village Administrator of any criminal drug statute conviction, guilty or *nolo contendere* (i.e. “no contest”) plea for a violation occurring in the work place no later than five calendar days after such conviction or plea.

### **1.8.2 DEFINITIONS**

For purposes of this policy, “alcohol” means any substance containing any form of alcohol, including but not limited to ethanol, methanol, propanol and isopropanol; the term “cannabis” is defined as provided in the Cannabis Control Act (720 ILCS 550/1 et seq.), which provisions are incorporated into this policy by reference; the term “controlled substance” means a controlled substance listed in the Illinois Controlled Substances Act (720 ILCS 570) or Cannabis Control Act (720 ILCS 550) and substances listed in Schedules 1 through V of the Federal Controlled Substances Act (21 U.S.C. 812), as further defined by regulation at 21 CFR 1308.11 through 1308.15; the term “criminal drug statute” means a criminal statute involving the manufacture, distribution, dispensation, possession, or use of any controlled substance or cannabis; the term “drugs” shall mean prescription/OTC (over the counter) drugs and controlled substances including cannabis and medical cannabis; the terms “policy” means this Alcohol and Drug policy; the term “possess” means to have either in or on an employee’s person, personal effects, desk, files, or other similar areas; the term “prescription/OTC drugs” (including medical cannabis) means prescription drugs and over-the-counter (“OTC”) drugs obtained legally and being used in the manner and for the purpose for which they were prescribed and manufactured; generally, the term “under the influence” shall mean that the employee is affected by alcohol, drugs of any kind, including but not limited to cannabis and/or controlled substances in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson’s opinion, or the statement of a witness; the term “Village property” shall mean any building, office, common area, open space, vehicle, parking lot or other area that is owned, leased, managed, used or controlled by the Village of Gilberts. Among other substances, it includes such illegal drugs as marijuana, cocaine, crack, PCP, heroin, morphine and LSD.

### **1.8.3 “UNDER THE INFLUENCE OF ALCOHOL” DEFINED**

For the purpose of determining whether the employee is under the influence of alcohol in violation of this policy, test results showing an alcohol concentration

of .02 or more based upon the grams of alcohol per 100 millimeters of blood will be considered positive, and results showing an alcohol concentration of less than 0.02 shall be considered negative.

#### **1.8.4 “UNDER THE INFLUENCE OF CANNABIS” DEFINED**

For the purpose of determining whether the employee is under the influence of cannabis in violation of this policy, this determination will be made based upon whether the employee manifests while working or on call specific, articulable symptom of decreased or lessened performance of duties or tasks of the employees position, including: symptoms of the employee’s speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, or negligence, carelessness in operating equipment or machinery; disregard for the safety of the employee or others, or involvement in any accident that results in serious damage to equipment or property; disruption of a production or manufacturing process; or carelessness which results in injury to the employee or others.

#### **1.8.5 CONSEQUENCES OF POSITIVE TEST RESULTS**

Applicants who refuse to cooperate in or fail to pass a post-offer, pre-employment drug test will not be hired.

Employees who refuse to cooperate in a required test, who test positive, or who use, possess, distribute, purchase, sell, manufacture or dispense illegal drugs on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who possess or consume illegal drug paraphernalia or alcoholic beverages on Village premises or work sites will be disciplined, up to and including termination of employment.

Employees who have been convicted of, sentenced for, or pled *nolo contendere* to a drug crime committed on Village premises or work sites, will be disciplined or terminated.

#### **1.8.6 OPPORTUNITY TO CONTEST**

If the Village receives a confirmed, positive drug or alcohol test and/or information indicating that an employee manifests specific, articulable symptom of impairment or being under the influence of alcohol, cannabis or any other

controlled substance or prescription/OTC drug, the employee will have a reasonable opportunity to contest the basis of the Village's determination. However, the Village will make a final decision at its sole and exclusive discretion.

## **1.9 WORKPLACE VIOLENCE POLICY**

The safety and security of its employees is of paramount importance to the Village of Gilberts. The Village is committed to providing, in so far as it reasonably can do so within available resources, a safe environment for working and conducting business. The Village will not tolerate acts of violence or threats of violence committed by or against Village employees, whether working or not working, on or off Village property.

Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest, and prosecution.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts against Village employees shall be removed from the premises as quickly as safety permits, and shall remain off the premises pending the outcome of an investigation. The Village will initiate an appropriate response. This response may include, but is not limited to, suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No other Village policy, practice, or set of procedures will be enforced or interpreted in a manner inconsistent with the terms and provisions of the Workplace Violence Policy.

### **1.9.1 EMPLOYEE REPORTING DUTIES**

Any violent incidents or threats must be reported to the Village Administrator, the Police Chief, or a department head, who shall promptly investigate all such reports and take appropriate disciplinary and legal action. Employees are responsible for notifying a supervisor or management of any behavior they have witnessed which:

- a) is regarded as threatening or violent; and,

- b) has occurred in the workplace, during activities related to Village employment, which may be at sites other than the workplace, or is job related.

Employees are responsible for notifying management regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior, and the person or persons who were threatened or were the focus of the threatening behavior. Designated management representatives include the employee's immediate supervisor or Department Head, the Police Chief, and the Village Administrator. Complaints involving the employee's immediate supervisor should be directed to either the Police Chief or the Village Administrator. In the event that a violent action is actually occurring, every effort should be made to contact the Police Department as quickly as possible. No employee acting in good faith, who reports real or implied threats or violent behavior will be subject to retaliation or harassment based upon their report.

### **1.9.2 PROTECTIVE OR RESTRAINING ORDERS**

All individuals who apply for or obtain a protective or restraining order which lists Village locations as being protected areas, must provide to their supervisor a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

### **1.9.3 REPORT CONFIDENTIALITY**

The Village understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s). To the maximum extent possible, the Village will maintain the confidentiality of all complaints. Information will be held in confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the complaint, or as required under applicable law.

### **1.10 POLITICAL ACTIVITIES**

Employees serve all Village residents equally. The political opinions or affiliations of any resident shall in no way affect the amount or quality of service they receive from the Village. An individual's political affiliation, preference, or opinion will not in any way influence their appointment, retention, or promotion as a Village employee.

No employee may (i) use his or her official position of employment to coerce or inhibit others in the free exercise of their political rights or (ii) engage in political activities while at work or on duty. During work hours, employees shall not directly or indirectly, demand, solicit, collect, or receive any assessment, subscription or contribution, whether voluntary or involuntary, intended for any political purpose whatsoever from fellow members or employees or from the general public. Employees shall not wear or display any indicia of political affiliation upon their person, or anywhere on the premises of Village-owned property, during their work day, or while conducting Village business.

Village property shall not be used to advance political campaigns, including the use of Village vehicles to conduct campaign business or display campaign stickers, or the use of Village duplicating services for campaign materials.

Except on a strictly voluntary basis, employees shall not contribute money to any candidate or political party.

Failure to comply with these provisions will result in appropriate disciplinary action to be determined at the Village's discretion.

No political activity shall be conducted on Village property including the solicitation of signatures for candidates for elected office. While on Village property, employees, visitors and residents shall not be solicited for any political activity.

#### **1.11 PECUNIARY INTEREST**

No employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested directly or indirectly in the sale to or by the Village of land, material, supplies or services, except on behalf of the Village as an employee. This provision may be waived by the President and Board of Trustees upon full disclosure of all pertinent facts when said transaction is in the Village's interest and in compliance with all Federal, State, and local laws, and Village ordinances.

It shall also be the responsibility of any employee to fully comply with all applicable Federal, State and local laws relating to conflicts of interest and financial disclosure.

## **1.12 CONFLICT OF INTEREST**

In the conduct of public business, employees of the Village shall avoid conflict between their individual private interests and the public welfare.

The following are examples of conflicts of interest and are not intended to be inclusive:

1. Engaging in or accepting private employment or rendering services for private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in performance of official duties; and
2. Appearance on behalf of private interests before any agency of the Village with or without compensation.
3. Failing to disclose the full nature and extent of a substantial or controlling financial interest in or any substantial dealing as a debtor, creditor or contractor with the Village for the sale of real estate, materials, supplies or services. Such employee, with or without such disclosures, shall refrain from participating in any such transaction or contract of sale.
4. Disclosing confidential information concerning the property, government or affairs of the Village or using such information to advance financial or other private interests.

Whether a conflict of interest exists shall be in the sole determination of the Village President, the Board of Trustees, or the Village Administrator and not the individual employee.

## **1.13 ACCEPTANCE OF GIFTS**

The Village has adopted the provisions of the State Gift Ban Act (5 ILCS 430/10-10 et seq.) as amended. In addition, the acceptance of gifts and gratuities for providing municipal service or as a result of one's official position is strictly prohibited.

Acceptance of gifts and donations not having essential or intrinsic value, such as a box of candy, or other food, which can be consumed on Village premises by the department as a whole without violating this rule is not prohibited, nor is the

receipt of calendars, and other items of an advertising nature. Entertainment received from vendors shall be restricted to an occasional meal, outing or similar limited activity where the total dollar amount is less than seventy-five dollars (\$75.00). The Village retains the sole right to determine which gifts and gratuities violate this rule.



## **2. REQUIREMENTS FOR EMPLOYMENT**

### **2.1 POLICY**

It shall be the policy of the Village of Gilberts to recruit and select the most qualified persons based on merit for positions within the Village's service. The Village recruits candidates, both externally and internally for vacant positions at all levels, in accordance with Federal, State and local laws. Individuals may be recruited for position vacancies from a geographic area as wide as necessary to assure obtaining well-qualified candidates.

### **2.2 RECRUITMENT**

In order to provide growth opportunities for all employees, all vacancies shall be announced by posting to present employees. In addition to internal job postings, applicants shall be recruited from outside of the organization.

A position shall be open to any individual meeting both the essential functions of the position pursuant to the Americans with Disabilities [ADA] guidelines, and the minimum requirements, as established in the corresponding class specification.

#### **2.2.1 APPLICATION**

All applicants for Village employment shall file an application form provided by the Village. The application requires complete information relating to experience, training, residence and other requirements determined to be a bona fide occupational qualification. Prior to actual employment, the applicant will furnish the Village with their date of birth for the purpose of conducting a background investigation. Background investigations, which may include criminal background investigations, will be conducted on all applicants prior to hiring. Failure to provide accurate information on the Application, or at any time during the hiring process shall disqualify the applicant from employment, or subject him/her to discipline (including discharge) if already hired.

No representative of the Village, except the Village President with the approval of the Village Board of Trustees has the authority to enter into any employment agreement for a specific period of time or to make any agreement contrary to that stated above. Any such agreement must be in writing and signed by the Village

President and employee. No one has the authority to make any verbal statements of any kind at any time, which is legally binding on the Village.

## **2.2.2 SELECTION**

To determine whether an applicant qualifies for a position with the Village, factors such as level of education, previous experience, relevant skill sets, the personal interview, customer service orientation and references shall be used. Dependent upon the specific position, other methods, such as written tests, practical tests and/or assessment centers may be utilized and the results considered in determining the applicant's ability to perform the duties assigned to the respective position.

A current employee who applies for a vacancy within the organization shall be judged according to the same established criteria as an outside applicant. In addition, his/her work performance with the Village shall be considered.

Prior to selection, the Village may, at its discretion, contact a prospective employee's personal and work references. Selection consideration may or may not include previous and part-time and/or seasonal employees.

The final selection of a candidate for a position shall be made by the Village Administrator. In the case of sworn law enforcement positions, the selection process is administered by the Police Chief in accordance with the procedures set forth in the Police Department Operations Manual.

## **2.2.3 BACKGROUND AND JOB OFFER**

Following an offer of employment with the Village of Gilberts for full-time and/or part-time status, the applicant may, prior to commencement of work, receive a medical examination, a criminal conviction check, (if applicable to the job) a credit check in accordance with the Fair Credit Reporting Act, a driver's license check and background check. Members of the Police Department workforce may be subject to a polygraph, medical and/or psychological examination, as established by the Department Operations Manual.

All applicants being considered for hire shall submit a signed release of information form that will be provided by the Village. All completed reports on background checks will be kept in the employee's personnel file. All employees are subject to a periodic review of their background.

The applicant shall also be required to complete a drug screen test to establish compliance with the policies set forth in Section 1.9 of this Manual. NIDA drug screening is required for employees in positions requiring a CDL license. NON-NIDA drug screening is required for all other Village employees whose positions do not require having a CDL license.

#### **2.2.4 PRE-EMPLOYMENT PHYSICALS**

Pre-employment physicals shall be required for specific jobs within the Village, which require physical ability, endurance, and/or dexterity and are established in the position's job description as essential to the discharge of the position's duties. If a pre-employment physical will be required, the candidate will be so advised prior to or at the first interview. The applicant shall execute any authorizations for the release of medical information to the Village, including authorizations required pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Village shall incur all costs for the required drug screen and/or medical examination, if applicable.

#### **2.2.5 PROBATIONARY PERIOD**

The probationary period shall be regarded as an integral part of the appointment process for all full-time and part-time employees. It shall be used for closely observing an employee's work, for securing the most effective adjustment of a new employee to his/her position and for rejecting an employee whose performance does not meet the satisfactory standards established by the Village of Gilberts.

1. Once appointed, all full-time or part-time employees will serve a six-month probationary period.
2. In the event of lateral transfer or promotion, a probationary period of six (6) months is required unless specifically waived by the Village Administrator or as otherwise provided by State Statute.
3. The purpose of the probationary period is to test the qualifications of the employee to perform satisfactorily under actual working conditions, and to determine whether or not the employee should be considered for permanent placement in that position.

4. A performance evaluation will be conducted by the supervisor prior to completion of the probationary period. The performance evaluation will be forwarded to the Village Administrator, with one of the following recommendations:
  - a) That the probationary period be extended,
  - b) That the employee be dismissed,
  - c) That the employee be accepted as a full or part-time employee, or
  - d) In the case of a promotion or lateral transfer, that the employee be returned to his/her former position, if still available.
5. At any time during the probationary period, the Department Head may recommend to the Village Administrator the removal of any employee, if that employee is unable or unwilling to satisfactorily perform the duties of the said position, or his/her performance does not merit employment with the Village.
6. The Village Administrator shall be responsible for determining whether the probationary period has been successfully completed by the employee, or if other action needs to be taken. The Village Administrator shall notify the employee of his/her status in writing.
7. The successful completion of the probationary period should not be construed as creating a contract or as guaranteeing employment for any specific duration.

### **2.3 EMPLOYEE PROMOTION**

An employee who is promoted to a new position within the Village shall be required to serve a six [6] month probationary period upon promotion. During the promotion probationary period, the employee shall be eligible for all benefits applicable to the new position. A formal evaluation shall be required no later than fourteen (14) calendar days prior to the conclusion of the probationary period. Upon successful completion of the promotion probationary period, the employee shall be classified as an employee in the new position. If the employee does not successfully complete the probationary period in the new position, efforts to reassign him/her to the previous or otherwise compatible position will be attempted.

## 2.4 PERFORMANCE EVALUATION

The performance evaluation program is intended to promote the following:

1. Provide employees with formal feedback about their job performance;
2. Commend employees for good or excellent performance;
3. Provide recommendations for improving performance;
4. Identify areas where employees might benefit from training;
5. Review previously set goals and objectives;
6. Provide merit [if applicable] adjustment to annual raise; and
7. Establish goals and objectives for the next evaluation period.

Employees need formal and informal performance feedback on an ongoing basis. While supervisors routinely coach employees in their performance, employees are encouraged to initiate communication with their supervisors if they have performance related concerns or questions.

The supervisor or Department Head shall meet with subordinate employees at the end of each review period to discuss openly and in detail the results of their performance evaluations. Employees are encouraged to add comments to the evaluation form prior to signing it.

The performance goals shall be prepared by each employee and his/her department head or immediate supervisor. Once completed, the immediate supervisor shall discuss the performance evaluation expectation with the individual employee. If the rating level in any of the performance standards and measured areas is determined to be unacceptable, the employee with his/her immediate supervisor shall develop an improvement plan. This improvement plan shall include a list of desirable objectives and a time table for expected improvement on the part of the employee.

Upon completion of the review process, both the supervisor and the employee shall sign the evaluation form to insure that it has been discussed. If an employee does not concur with the evaluation, the statement to this effect should be written in the area provided on the evaluation form. A copy of the completed evaluation form and any supporting documents shall then be submitted to the Village Administrator for review and further action, if necessary. The completed evaluation shall be placed in the employee's file.

## **2.5 EMPLOYMENT OF RELATIVES**

The employment of relatives places a special obligation on those responsible for selecting and retaining employees. A person so retained should exceed the requirements for a particular position and should represent a superior choice among the candidates available. Relatives shall not be placed in a supervisory/subordinate relationship nor employed in the same department unless waived by the Village Administrator, the Village President or the Board of Trustees.

## **2.6 ORIENTATION**

It shall be the responsibility of the Department Head to facilitate a new employee's adjustment to the Village and to his or her job, as well as to clarify the individuals' role in the organization as a whole. The Finance Director shall be responsible for conveying information about salaries and benefits.

### **3. GENERAL RULES AND REGULATIONS**

#### **3.1 CODE OF ETHICS**

The proper operation of democratic government requires that public employment not be used for personal gain. In recognition of this goal there is hereby established this Code of Ethics for all employees. Sworn Police officers shall also comply with the Department Code of Ethics.

Village Employees shall adhere to the following tenets:

- a) Employees shall serve the public with courtesy, honesty and integrity, and shall treat their fellow employees in the same manner.
- b) All Village services shall be performed in an impartial manner, free of personal and political considerations.
- c) Loyalty to the Village and a spirit of courteous cooperation, whether between individuals or departments, is essential in order to effectively deliver Village services. Further, employees shall assume the responsibility to preserve and protect Village property.
- d) Personal information obtained through contact with citizens of the Village, or through any other source, should remain confidential.
- e) Employees shall comply with the State Gift Ban Act and the provisions of Section 1.14 of this Manual and not accept any gifts or gratuities from any firm seeking to do business with the Village or doing business with the Village other than as provided in Section 1.14.
- f) Employees are encouraged to participate in public and community affairs.

#### **3.2 OUTSIDE EMPLOYMENT**

While the Village does not wish to restrict the outside activities of its employees, it recognizes the fact that for most full time employees holding two jobs is difficult at best and does not permit them the rest and relaxation they need to perform their primary job. Accordingly, all full time employees shall notify their Department Head or the Village Administrator in writing of their outside

employment. The Department Head shall provide the Village Administrator with a copy of said notification.

Full time employees must recognize that their primary employment duty and responsibility is to the Village of Gilberts. Outside employment must not interfere with their effectiveness as a Village employee.

Further:

- a) Outside employment shall not interfere with an employee's response to emergency calls.
- b) Outside employment shall not place an employee in a position of conflict of interest with his or her Village employment, or in a position that may be reasonably perceived by the public as a conflict of interest.
- c) Under no circumstances shall Village property be utilized by an employee for outside employment.
- d) Should the Village subsequently determine that an employee's outside employment violates item (2) hereof, appropriate action may be taken at the Department Head's discretion.
- e) Police Department employees must further comply with departmental regulations regarding secondary employment.

### **3.3 HOURS OF WORK**

1. The Village Hall Offices shall generally be open from 8:30 a.m. to 4:30 p.m. on Monday, Wednesday, Thursday and Friday, and from 8:30 a.m. to 7:30 p.m. on Tuesday. The Village Administrator or a Department Head, with the approval of the Village Administrator, may adjust or change normal work hours as the operational requirements of the departments may require.
2. Flexible hours are available in some departments. The Department Head, with the approval of the Village Administrator, may approve flexible work hours if the requirements of the department will be met and the employee continues to work the regularly scheduled number of hours per week.



3. An employee shall report promptly at the designated starting time and is expected to devote all their efforts during working hours to assigned duties.
4. Pursuant to this section, Department Heads are authorized to establish the schedule for lunch and break periods during each workday in accordance with the Illinois Compiled Statutes, Act 140. Full-time employees shall receive a thirty (30) minute paid lunch period per work day. Part-time employees who work five (5) hours or less in a day shall receive a total of fifteen (15) minutes of paid break per workday.
5. An employee who does not exercise the right to a lunch break waives this right and cannot claim it at a later date.

### **3.4 PAY PERIODS AND PAYROLL DEDUCTIONS**

1. The Village has established bi-weekly pay periods, with payroll available every other Wednesday for a total of 26 pay periods per year. In the event of a payday occurring on a Holiday, paychecks shall be issued on the day preceding the Holiday.
2. Automatic salary deductions shall be made for Federal and State income tax purposes, for an employee's pension contributions and for social security and Medicare where applicable.
3. Pension deductions made upon express written consent of the employee at the time of deduction shall be based on base pay only.
4. Optional deductions for any of the following may also be arranged upon express written consent of the employee made at the time of deduction:
  - a) Contributions to programs or organizations as approved by the Village
  - b) Participation in the ICMA deferred compensation plan.
  - c) Uniform allowance as required by various departments.
  - d) Authorized deductions for the Section 125 Flexible Spending Plan.

- e) Other monies may be deducted by the Village for services or supplies received upon express written consent of the employer made at the time of the deduction or overpayments made to an employee.

### **3.5 OVERTIME COMPENSATION**

1. It shall be the policy of the Village to keep overtime to a minimum whenever possible without jeopardizing the efficient operation of any department. Any use of overtime shall be authorized by the Department Head through the immediate supervisor, with final approval of the Village Administrator or his designee. Department Heads shall be responsible for maintaining and submitting, as necessary for pay purposes, appropriate records of overtime worked and compensatory leave taken.
2. Overtime hours shall be defined as those hours worked by non-exempt employees beyond forty (40) hours per week, as provided by the Fair Labor Standards Act [29 CFR 778.107]. For purposes of determining hours worked per week for overtime purposes a Village recognized Holiday will count as 8 hours of time worked.
3. In the case of executive, administrative and professional personnel, classified as exempt, as defined by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator.
4. In the event an employee eligible to receive overtime compensation is required to work overtime on a recognized holiday, compensation shall be paid at a rate one and one-half (1-1/2) times the normal straight time pay.
5. It shall be the right and responsibility of the Village to schedule overtime for its employees. Repeated failure to report for overtime when directed by an immediate supervisor acting within established policy shall be grounds for disciplinary action unless it is clearly proven that the employee's absence was beyond the employee's control.

### **3.6 COMPENSATORY TIME**

In lieu of overtime pay, a non-exempt employee may earn compensatory time after he/she has worked over eighty (80) hours in a single pay period. Compensatory time shall be earned at a rate of one and one-half (1½) hours for each hour worked after eighty work hours in a pay period. Compensatory time must be used in the pay period in which it is earned. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time be carried over into another pay period; the non-exempt employee will be compensated at the appropriate overtime rate for overtime not used as compensatory time within the same pay period.

In the case of executive, administrative and professional personnel, classified as exempt by the Fair Labor Standards Act, it is implicit in the nature of their position that time beyond the normal work schedule may often necessarily be spent on the job. While some recognition of these additional hours may be made from time to time, this would be at the discretion of the Village Administrator. No employee shall be permitted to receive compensatory time except with the written permission of the employee's Department Head or the Village Administrator. Requests for compensatory time must be made at least one (1) day in advance and approved by the Employee's supervisor. Under no circumstances will compensatory time awarded to an exempt employee be carried over into another pay period.

### **3.7 WORK HABITS**

Transacting personal business during working hours is prohibited. Any employee who is found intoxicated while on the job or under the influence of drugs or in possession of liquor or drugs on Village property, or while on duty, shall be subject to disciplinary action and/or immediate dismissal, with such action to be taken at the discretion of the Village Administrator upon a recommendation from the President and Board of Trustees or the Department Head.

### **3.8 ATTIRE AND GROOMING**

Employees are expected to be well groomed and dressed in a manner, suitable to their responsibilities and position as a representative of the Village of Gilberts. An employee's appearance must be business-like, and appropriate to the job the employee performs. Employees attending external events including training, conferences, and seminars are expected to wear "business casual" or "business" attire as appropriate, unless special circumstances warrant a lesser standard (e.g. organized in-conference field trip). When uniforms are furnished, they must be kept clean and neat, and must be worn while performing duties for the Village. When safety equipment is issued to employees, it is mandatory that it be worn when performing tasks for which such equipment is provided. It is the responsibility of the Department Head to enforce this policy.

### **3.9 IDENTIFICATION CARDS**

All Village employees and contractors shall be issued a picture identification card indicating their name and job title. Employees are to wear their picture identification cards when acting in public as a representative of the Village, when circumstances, uniforms, badges, etc. do not make it obvious that the individual is a Village employee. Employees are otherwise required to carry or have their identification cards immediately available to show upon request.

Employees who terminate their employment with the Village must return their identification card, keys and any and all equipment and supplies to their Department Head. Department Heads shall be responsible for collecting and returning to the Police Chief their identification cards of employees upon separation.

### **3.10 KEY ISSUANCE TO CRITICAL FACILITIES**

The Village has a system to control the distribution of keys to critical facilities within the Village. To that end in order to maintain security and protect those critical facilities, only employees with jobs that require them to enter critical facilities (i.e. Water treatment, sewer treatment, water towers, lift stations and wells) will be issued keys. The Police Chief shall be responsible for creating and maintaining a list of authorized employees that have been issued keys to critical facilities. Authorized personnel will be defined as employees essential to the operations at the critical facilities. The Police Department will maintain a set of keys to critical facilities at the Police Department for emergencies. The Police

Department will be charged with maintaining the key holder list as well as securing extra keys and have new keys made upon approval of the Village Administrator.

In addition the Police Department under the direction of the Homeland Security Committee may conduct random checks of employees to insure that they are in possession of their issued keys. All keys to critical facilities will be numbered and assigned to employees. Keys will only be issued upon written authorization of the Village Administrator. Keys will be issued to authorized personnel with the knowledge that they are responsible for the keys and are to return the keys upon separation of employment. All issued facility keys that are not returned or are lost, will result in a re-keying fee not to exceed \$500.00 assessed to the employee. All authorized personnel will complete the Homeland Security Key Holder Information Form and signed in the presence of a notary for the key(s) issued.

### **3.11 TELEPHONE USAGE**

In answering or placing calls, employees shall observe the rules of telephone courtesy. Employees of the Village should be aware that they are representatives of the Village government, and that their conduct in handling telephone calls, particularly citizen inquiries or problems, is a reflection on the Village.

Employees are permitted to use Village telephones on a limited basis for personal reasons. This is a privilege and a right and may be withdrawn by the Department Head if abused through excessive use or if telephoning causes interference with work duties.

Personal toll and extra-unit calls may be made only with the prior approval of the Department Head or Village Administrator and at the employee's expense.

### **3.12 SOLICITATION AMONG EMPLOYEES**

While the Village encourages all of its citizens (including its employees) to participate in civic, charitable and community organizations in order to provide the highest public service to Village residents, solicitation by employees or elected officials (for example, seeking payment, contributions, signatures, funds, memberships and other similar solicitations) is not permitted during working time or during nonworking time in areas where it will disturb other employees who are working.

Distribution or circulation's of non-work-related printed material by employees is not permitted during working time or during non-working time in working areas or in areas where it will disturb other employees who are working.

Working time refers to that portion of any work calendar day during which an employee is supposed to be performing any actual job duties; it does not include breaks, lunch or other duty-free periods of time.

Except where labor contracts provide otherwise, solicitation and distribution by non-employee on the Village's property is strictly prohibited at any time.

### **3.13 INCLEMENT WEATHER**

The Village is a municipal government and its activities continue despite the inclemency of the weather. Moreover, because of the nature of the Village's services and the complexity of its operations, there are certain essential services that must be provided despite inclement weather. It is anticipated that employees will make every effort to be at work, especially those responsible for the provision of essential services.

The Village encourages each employee to consider his/her own safety in determining whether traveling in inclement weather conditions poses an unnecessary risk. If an employee deems travel to be unsafe and/or imprudent, the employee shall be responsible for contacting his/her supervisor to notify him/her of the absence from work. The employee may take unpaid leave for that day, or may use sick leave, vacation or a floating holiday for compensation for the day for which the employee was absent due to inclement weather, unless otherwise authorized by the Village Administrator.

The Village Administrator or Department Head may allow employees to leave work early because of severe weather conditions, providing in such event, a Department Head may require that time lost from work be made up.

### **3.14 PERSONNEL FILES/REFERENCE REQUESTS**

Other than Police Department Personnel files, personnel files are maintained in the Village Administration building and shall consist of, but not limited to: employment application, reference checks, medical records, dates, and records of injuries, commendations, reprimands, performance evaluations, wage data, promotions, education and special training received at Village expense, and

other related personnel documents. Such records shall be subject to review pursuant to the Personnel Record Review Act (PRRA) [820 ILCS 40/0.0/et.seq.] Personnel files of Police Personnel are maintained by the Chief of Police in the Police Department building.

Employees are permitted to inspect and copy any material which is contained within their personnel file upon written request to their Department Head. The Department Head or their designate shall be present with the employee while the employee inspects his or her personnel file. The Village has five working calendar days to comply with properly processed written request from an employee.

If an employee disagrees with certain items within their file, he or she may submit a concise statement of disagreements for inclusion within the personnel file. No documents or other information shall be removed from an employee's personnel file without authorization from the Village Administrator, the Village President, or the Board of Trustees.

Only non-confidential information may be released upon request for business or reference purposes. This information will be strictly limited to employment status, date(s) of employment and job title. No other information will be provided except by written request from the employee. Salary information shall be considered public information and will be made available to the public and news media upon written request. An employee's salary information, address and telephone number shall be furnished to credit agencies in writing only in response to a written request which must be accompanied by a release authorization signed by the employee in question.

In the event the Village receives a court subpoena for an employee's personnel records, except for police personnel records, the subpoena shall be immediately reviewed by the Village Attorney. Upon being advised by the Village Attorney, the Village President and Board of Trustees will authorize the release of the appropriate information.

Copies of all reference requests for information and the Village's response shall be forwarded to the Village Administrator and to the Village Board of Trustees. The Village will release reference data on current and previous employees only in accordance with provisions of the above paragraph. All release information is subject to the provisions of PRRA.

A change of personal status may have an important effect upon employee benefits. Employees must notify their Department Head immediately of any change in:

1. Home address or telephone number.
2. Martial status - name of spouse, date of birth (date of marriage/divorce if after date of hire).
3. Number, names and date(s) of birth of dependents.
4. Name, address and telephone number of the person to be notified in case of emergency.

Each employee's driver's license status will be verified annually and any suspensions must be vacated in writing prior to the employee being allowed to drive any Village vehicle. Employees are required to immediately notify their Department Head of the loss of their license in the event that particular employee is an operator of any Village vehicle. Failure to notify their Department Head of any change in driver's license status may be cause for disciplinary action.

### **3.15 WORKSHOPS AND SEMINARS**

Requests to attend workshops and seminars should, when possible, be submitted in writing to the Department Head for approval at least seven (7) calendar days prior to the event. If an advance payment is required, the submission must coincide with the processing of the bimonthly routine billing list.

Required training or required educational programs pursuant to a specific job description must be attended by the employees and shall be funded by the Village.

### **3.16 TRAVEL POLICY**

All employees who travel on approved or required Village business must submit to their Department Head an accurate written account of expenses in order to be reimbursed. Each expense report for travel expenses must be itemized, accompanied by a receipt, if possible, and signed by the person incurring the expense.

A cash advance for approved travel may be obtained by submitting a written request to the Department Head and approved by the Village Administrator.



Employees shall not be reimbursed for travel expenses for their spouses. Reimbursement for hotel costs shall be at the single occupancy rate.

Within fourteen (14) calendar days after returning, a travel expense voucher is to be completed with all necessary supporting receipts attached. Any amount claimed, less the cash advance, must be approved by the Department Head.

An employee who uses a personal vehicle to attend a conference will be entitled to a per mile reimbursement established by IRS regulations. Employees who use a Village vehicle for travel will be reimbursed for gasoline purchases unless a Village or Department gasoline charge card is used to purchase the gasoline. Travel on a commercial carrier shall be at coach or economy class. Employees shall not be reimbursed for personal expenses such as laundering, dry cleaning, premium television charges, etc.

Expenses for entertainment, personal telephone calls, and alcoholic beverages are not reimbursable. Expenses associated with a rental vehicle may be reimbursed in the event that such a vehicle is the only viable transportation option at the location of the training/conference, as approved by the Department head.

Employees submitting travel expense reports are personally responsible for their accuracy. Any deliberate misrepresentation may be cause for disciplinary action and / or dismissal.

Per FLSA regulation [29 CFR 785.39], travel time that keeps an employee away from home overnight is travel away from home. Travel away from home is work time when it cuts across the employee's workday as the employee is assumed to be substituting travel for other duties. Unless otherwise approved by the Village Administrator, time spent in travel away from home outside of regular working hours will not be considered work time.

### **3.17 MEAL REIMBURSEMENT**

Reimbursement for meal expenses will be authorized only in instances where an employee is required or designated by the Village to attend meeting, training session, seminar, etc., to be considered for reimbursement, the seminar/meeting from start to finish must include a meal period.

Meal expenses shall be reimbursed per calendar day when travel exceeds a one calendar day period. Reimbursement shall be made at the rate(s) adopted by the

Village and updated from time to time. It is recognized, however, that lodging and meals at certain conferences may exceed this level. Such expenses, when justified, shall require approval by the Village Administrator.

All submittals for meal reimbursement must be accompanied by a receipt. An individual shall be reimbursed for the amount shown on the receipt. Reimbursement for individual meals, including tax and gratuity, shall be made at the rate(s) adopted by the Village and updated from time to time.

In special circumstances where employees attend a meeting that includes a banquet or other dining arrangement, reimbursement may be made on a full cost basis if approved by the Village Administrator.

### **3.18 COMMUNICATION / BULLETIN BOARDS**

All letters and interoffice memorandums should be answered promptly according to acceptable office procedures for letter writing, with appropriate copies for the file and interested parties.

All correspondence of an official nature should be typed on official stationery of the Village with appropriate copies for the file and interested parties.

Materials for posting on bulletin boards must be approved by the Department Head. Nothing of an inflammatory, defamatory, or politically partisan nature may be posted.

Employees are responsible for reading the notices posted on department bulletin boards or sent by electronic mail in order to keep up to date on future activities, changes in work schedules, policy announcements, safety rules and other items of general interest.

### **3.19 USE OF VILLAGE EQUIPMENT AND VEHICLES**

Vehicles, equipment, supplies and tools are provided by the Village to enable employees to perform the tasks required of them. Unauthorized private use of Village owned property is prohibited. Violations of this policy will result in disciplinary action and/or dismissal.

Employees operating Village vehicles have a special duty to always drive defensively, courteously, and obey all traffic regulations, including speed limits.

Employees shall be responsible for the care and conservation of Village property, and all accidents, breakdowns or malfunctioning of any vehicle, equipment or item shall be reported promptly so the necessary repairs may be made.

It is acknowledged that the primary use of all vehicles purchased by the Village is for the purpose of conducting Village business. From time to time vehicles may be assigned to individuals for commuting to and from work. Employees shall not use personally assigned vehicles for vacation use or other unauthorized personal use. In no event shall another driver, not an employee of the Village, operate the vehicle.

In using the Village's vehicular equipment, employees must be aware that they are representatives of the Village government and that their conduct reflects on the entire Village. Such employees abide by traffic rules, regulations and speed limits.

### **3.20 TRAFFIC ACCIDENTS & VIOLATIONS:**

All employees of the Village must report to their supervisor any moving traffic violations or accidents in which they are involved while on duty, or while using Village vehicles.

Any accident involving a Village vehicle shall be reported to the Police Department for investigation as soon as possible but no later than twenty-four (24) hours after the incident.

The employee and his or her Department Head are required to submit accident reports forms designated for this purpose to the Village Administrator within three (3) working days of the accident. Police accident reports shall be submitted as soon as they are available. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

In addition, the employee shall submit to testing for compliance with the Village's Drug and Alcohol Policy, within three (3) working days of the accident. Failure to adhere to this policy may be cause for disciplinary action and / or dismissal.

### **3.21 SAFETY STANDARDS**

One of the Village's primary concerns is the health and safety of employees and the visiting public. Department Heads are responsible for establishing procedures designed to eliminate hazards which may cause injury, hazards to health, or damage to property as provided in Gilberts Safety Manual.

An integral part of each employee's job shall be safety awareness. Employees are expected to perform their jobs in a safe manner. The safety of fellow employees must be equal in concern. Any unsafe condition observed by employees shall be reported to supervisors as soon as practicable.

### **3.22 SEARCH POLICY**

The Village reserves the right to search lockers, desks, filing cabinets, computer files/e-mails and personal belongings located on Village property at any time.

If personal belongings are to be searched, the Village will make every effort to have the employee present. Such searches will be conducted only if there is reasonable suspicion of employee related problems, such as missing money, tools, equipment, etc., or substance abuse.

Searches of offices, desks, filing cabinets, or computer files may be made to retrieve a file, Village property, or for any of the above stated reasons.

## 4. CLASSIFICATION AND SALARY

### 4.1 CLASSIFICATION OF POSITIONS

1. All employment positions in the Village are classified and grouped in classes. Within each class, positions have equivalent levels of complexity, difficulty of duties, responsibility, and qualifications required including education, technical training, and experience.
2. An employee's employment status shall be determined by using the following criteria, which shall be used to determine eligibility for benefits and other considerations:
  - (a) **Full-Time** - Employment for a full work week in accordance with the schedule adopted by the Department Head.
  - (b) **Part-Time** - Employment not to exceeding forty (40) hours per week, on a regular basis.
  - (c) **Seasonal** - Employment in a position, which is available at regular intervals but does not last over six months period of time. Seasonal employees may either be part-time or full-time during their employment.
3. Each position shall also be classified as either "EXEMPT" or "NONEXEMPT," as defined by the Section 13(a)(1) of the Fair Labor Standards Act and within the guidance periodically set forth by the U.S. Department of Labor. This classification will be used to determine an employee's eligibility for overtime compensation.

### 4.2 SALARY & WAGES SCHEDULE

1. The Village determines the salaries/wages of its full-time employees by means of a schedule that establishes ranges for each position. The ranges are based upon the classification of each position, in conjunction with the market-rate for comparable public sector positions in the area and with current Village fiscal conditions. The salary/wage for each employee is established by the Village Administrator with the approval of the Village President and Board of Trustees.

2. Rates of pay for employees other than full-time employees shall be established by the Village Administrator. Consideration shall be given so that the hourly rate will be generally consistent with that being paid in the community for comparable activities and skills, and upon the Village's current and projected fiscal condition.

#### **4.3 APPOINTMENT RATE**

Full-time employees shall begin at the minimum rate of pay within the salary ranges established by the salary and wage schedule, except in cases where the Village Administrator can justify a higher starting salary because of an unusual history of quality experience or exceptional training.

#### **4.4 SALARY INCREASES**

1. The Village shall provide all salary increases based upon performance. Said increases shall only be awarded after the completion of an employee performance evaluation. Raises shall be granted to eligible employees in accordance with the adopted salary and wage schedule. An employee's salary increase shall not exceed the established salary range for his/her position.
2. Any newly hired or promoted employee who, on May 1, has not completed the six (6) month probationary period in the new position, will not be eligible for a performance increase until the completion of the six (6) months. The employee may be granted a performance increase effective with the beginning of the pay period following the conclusion of the probationary period.

#### **4.5 POSITION RECLASSIFICATION**

1. Whenever, in the opinion of a Department Head, the duties and responsibilities of a particular position change so drastically that the current position title and/or range no longer apply, the Department Head may recommend a position reclassification to the Village Administrator. The Village Administrator shall determine whether or not to forward the request with his approval to the Village President and Board of Trustees for inclusion in the annual salary ordinance.

2. All such requests shall occur during the annual budget preparation, unless circumstances otherwise require.

#### **4.6 PART-TIME VILLAGE EMPLOYMENT**

An employee who is hired to work regularly less than forty (40) hours per week will be placed on the payroll as a part time employee. Part-time personnel are entitled to Social Security benefits and coverage under the State of Illinois Worker's Compensation Statutes, and are subject to Social Security, Medicare, and Federal Income Tax withholding.

## 5. EMPLOYEE BENEFITS

### 5.1 ELIGIBILITY

An employee's eligibility to receive benefits as described in this chapter is determined by the following categories of employment status:

1. A full-time employee is entitled to all benefits described in this chapter, unless specifically stated otherwise or pre-empted by a contract with a recognized bargaining unit.
2. A part-time employee is entitled to Workers' Compensation Insurance, Unemployment Insurance, pension plan, funeral leave, holidays and overtime in the event the employee's work exceeds that of the regularly scheduled work week for a full-time employee. This individual may also contribute to the Section 457 Plan.

### 5.2 HEALTH INSURANCE

1. The Village currently offers Blue Cross/Blue Shield PPO health insurance, HMO Illinois and HMO Blue Advantage to its full-time employees. Information concerning these plans and employee costs shall be made available through the Village's designated Insurance Representative. Health coverage for eligible employees and their covered dependents shall become effective immediately upon beginning employment with the Village.
2. The Village currently pays for a significant share of an employee's insurance premiums. The employee's share for health insurance premiums are as follows:  
  
Blue Cross/Blue Shield PPO Employee contribution = 23.5% of premium  
Blue Cross/Blue Shield HMO Employee contribution = 19% of premium
3. Due to fluctuations in health insurance premiums, the Village reserves the right to change insurance carriers, benefits and/or premium contribution rates. The Village will notify employees of a pending change in health insurance benefits and/or premiums with reasonable notice.



4. In accordance with the Consolidated Omnibus Budget Reconciliation Act (C.O.B.R.A.), continuation of group health plan coverage is available for eighteen (18), twenty-nine (29) or thirty-six (36) months, depending on the reason for termination of employee or dependent status. Cost of this continuation coverage shall be borne solely by the participant.
5. Village employees who retire and are entitled to IMRF retirement pension, are allowed to continue health insurance coverage as part of the Group Plan, should they choose to do so, even after they are entitled to Medicare. Cost of this continuation coverage shall be borne solely by the participant.

### **5.3 DENTAL INSURANCE**

All permanent full-time employees are eligible for enrollment in the employee payroll deduction dental plan immediately following their approved starting date. The employee shall be responsible for paying for 100% of the dental insurance premium.

### **5.4 LIFE INSURANCE**

The Village currently provides, at no cost to the employee, term life insurance coverage for the amount of \$25,000.00 for all permanent full-time employees.

### **5.5 UNEMPLOYMENT INSURANCE**

All employees of the Village except elected officials are eligible for unemployment insurance benefits as provided by the Illinois Unemployment Insurance Act. For specific details, contact the Finance Director.

### **5.6 HOLIDAYS**

1. Holiday recognition and designation shall be set by the Village alone. The following days are holidays with pay for all full-time employees of the Village:

New Year's Day  
 Presidents' Day  
 Memorial Day  
 Independence Day  
 Labor Day

Veterans' Day  
 Thanksgiving Day  
 Friday after Thanksgiving Day  
 Christmas Eve  
 Christmas Day

2. Employees required to work on a recognized Village holiday shall do so. Employees working on the holiday shall receive their base rate of pay plus the base rate of pay for the holiday.
3. There shall be no duplicating or pyramiding in the computation of overtime or other premium wages including Holiday pay. Employees are not entitled to the payment of overtime or other premium pay more than once for the same hours worked.

## 5.7 VACATION

All full-time employees are eligible to earn vacation beginning on their start date with the Village as set forth in Section 5.7 of this Agreement. Employees are not eligible to use accrued paid vacation time until after the completion of six (6) months of continuous full-time employment.

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment. No vacation can be taken until after it is earned. Before using vacation time, the employee will request the Department Head's approval with at least three (3) business days notice. ~~Vacation sign-up shall begin in January of each calendar year and employees may register for vacation before it is earned, but no vacation can actually be taken until after it is earned.~~

The maximum yearly vacation accruals are as follows:

<u>0-12 Months</u>	<u>80 hours</u>
<u>Following completion of 1st, 2nd, 3rd &amp; 4th years of service</u>	<u>80 hours</u>
<u>Following completion of 5th through 11th years of service</u>	<u>120 hours</u>
<u>Following completion of and including 12th year of service</u>	<u>+ 160 hours</u>

Vacation accrual will be calculated on a monthly basis beginning with an employee's date of employment with the Village. The monthly accrual amount is equal to the employee's maximum yearly vacation accrual divided by twelve (12).

The maximum number of vacation hours which may be accrued by an employee is eighty (80) hours over the employee's maximum yearly vacation accrual. Vacation hours accumulated in excess of this amount will be lost.

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

~~————All full-time employees shall be eligible for paid vacation time. Vacation leave shall accrue each period at the employee’s award rate as noted below and awarded on May 1 of the following year. Employees may carry over a maximum of 80 hours into the next fiscal year, otherwise the employee forfeits unused vacation time in excess of the 80 hours. No vacation can be taken until after it is earned. Before using vacation time, the employee will request the Department Head’s approval with at least three (3) business days notice. Vacation will be earned at the following rates:~~

~~————For up to one (1) year of service (prorated for partial year service)————40 hours~~

~~————Following completion of 2nd, 3rd, & 4th years of service————80 hours~~

~~————Following completion of 5th through 11th years of service————120 hours~~

~~————After each anniversary following and including the 12th year————160 hours~~

## **5.8 PERSONAL LEAVE**

On May 1 of each year, all full-time employees shall be awarded 64 hours (i.e. equivalent to eight (8) working days) to be available for sick or personal days or as a “floating” holiday. To use personal leave, the employee will either:

- a) request the Department Head’s approval with at least three (3) business days prior notice, or
- b) will call the Department Head within the first two (2) hours of the employee’s regular work hours to notify that the employee will be using a personal day for sick leave. In such an instance where more than three (3) consecutive personal days are used for sick leave, the Department Head may require a note from the employee’s doctor stating that the employee is approved to return to work.

New employees must successfully complete the probationary period prior to being awarded and eligible to use personal leave. The use of Personal Leave shall be limited to increments of one (1) hour or more. Personal time not used may be carried over to the next Village fiscal year without loss, up to a maximum

accrual of 480 hours. Personal leave not used shall not be paid out in cash at the end of an employee's tenure with the Village.

## **5.9 SICK LEAVE**

Other than the Personal Leave noted above, the Village does not offer a designated paid sick leave benefit. The employee may be eligible for unpaid leave under the Family and Medical Leave Act (FMLA) or the Illinois Victim's Economic Security and Safety Act (VESSA). Nothing in this policy intended to prevent an employee from using vacation or personal leave during a FMLA- or VESSA-eligible leave.

## **5.10 FUNERAL LEAVE**

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

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

## **5.11 TUITION REIMBURSEMENT PROGRAM**

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

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

Employees who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Department Head that the course is eligible for reimbursement, and provide any information or

documentation necessary to verify that the course is eligible for reimbursement. The cost of mileage to and from the school is the responsibility of the student. Hours spent in attending, traveling, preparing, attending and/or completing study material or any other time spent by the student is considered non working hours and as such not payable by the Village.

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

The availability of this benefit will be subject to the constraints of the Village's annual budget and the budget for the employee's department. If an employee is considering enrolling in a class that may be eligible for reimbursement, he/she is encouraged to discuss it with his/her Department Head so that the costs may be considered as part of the annual budgetary process.

#### **5.12 ILLINOIS MUNICIPAL RETIREMENT FUND**

All Village employees (except commissioned police and firefighters) are members of the Illinois Municipal Retirement Fund. The employee shall contribute 4.5% (before taxes) of his/her salary and the Village shall contribute at the rate set annually by I.M.R.F. Pursuant to State Statute employees shall be vested in this pension plan after eight (8) years. Detailed information about IMRF is available from the Finance Director.

#### **5.13 DEFERRED COMPENSATION (SECTION 457)**

All Village employees are eligible to enroll in the International City Management Association (ICMA) deferred compensation program regardless of position or salary. The only restriction is that the contribution must comply with federal tax laws regarding maximum contribution amounts.

An employee who wishes to participate must complete an enrollment form; participation will begin in the next payroll period.

This plan is designed to be a retirement planning tool, not a savings account. Withdrawals are not encouraged except at retirement or resignation.

Each quarter, ICMA will forward directly to an employee's home a statement of his/her account. This should be reviewed carefully for errors. Any errors should be brought to the attention of the Finance Director immediately. Employees will also receive a complete annual financial report on the condition of the Retirement Corporation and the earnings for the past year.

#### **5.14 FLEXIBLE SPENDING PLAN (SECTION 125)**

Full-time employees are eligible to participate in a Section 125, Flexible Spending Plan. This plan deducts pre-set dollar amounts prior to taxes to pay for health, dental or vision insurance premiums; or, unreimbursed medical or dental expenses; or, child or elder care expenses. Details of the Plan are available from the Finance Director.

The Flexible Spending Plan will allow over-the-counter reimbursement. Reimbursable expenses include, but are not necessarily limited to, those expenses incurred by the participant, participant's spouse, or dependent for the purchase of medicines or drugs without a prescription, where such medicines or drugs are for medical care as defined under section 213(d) of the IRS Code. The Plan Administrator has sole discretion to determine whether such expenses qualify under the foregoing standard.

## **6. LEAVES OF ABSENCE AND INJURY POLICIES**

### **6.1 JURY DUTY**

Full-time employees shall receive full pay for time not worked while serving on jury or witness duty. Part-time employees shall receive full pay for time served on jury or witness duty if said duty occurs during regularly-scheduled work hours.

Compensation received for jury or witness duty shall be paid to the Village, less travel expenses.

### **6.2 MILITARY LEAVE POLICY**

It is the policy of the Village of Gilberts to encourage and support the Military Reserves in their task of maintaining trained personnel.

During each Village Fiscal Year, any full time employee who is a member of the National Guard or Reserve components of the Armed Services will be given a leave to fulfill their normal Annual Training commitment. The Village will pay an eligible employee for a maximum ten (10) calendar days of the fifteen (15) calendar days required for Annual Training. Employee will be paid the difference between their reserve pay and their regular Village base pay for this period if the employee requests payment of the difference and provides the Village a receipt of payment from the military reserves prior to the Village issuing payment. During activation or call to active duty, Federal and State statutes will prevail. An employee may elect to use paid vacation or personal/sick days for non paid training calendar days, but cannot be compelled to use them for this purpose. During times of State, National or International emergency situations or conflict, when employees are activated, the Village Board may elect to provide additional remuneration.

### **6.3 UNEXCUSED ABSENCES**

Regular and timely attendance is an essential function of each and every job at the Village, therefore unexcused absence from work will be grounds for disciplinary action. Absence from work on a day on which he or she was scheduled to work without notifying his or her direct supervisor, or failure to report to work when called in after-hours duty (e.g. snow plowing, police

staffing during an emergency, etc.), may be subject to disciplinary action, as determined by the Village Administrator.

An employee who is absent from work for three consecutive calendar days on which he or she was scheduled to work without notifying his or her direct supervisor will be considered as having terminated his or her employment, unless there were unusual circumstances, as determined by the Village Administrator, that prevented notification.

## **6.4 TARDINESS**

Employees are expected to report to work and be prepared to begin work at the start of their work shift. An employee may be considered excessively tardy in the event tardiness exceeds two (2) instances in a thirty (30) calendar day period. Excessive tardiness is may be grounds for disciplinary action.

## **6.5 ON-THE-JOB INJURIES**

### **6.5.1 PROCEDURES**

An injury sustained by an employee while on the job should be reported immediately, but no later than 48 hours after the occurrence to the employee's Department Head and Village Administrator or their designee, and medical attention secured as required.

If the injury arose out of the employee's employment, he/she should inform the admitting office of the hospital or clinic that it is a Workers' Compensation case.

### **6.5.2 REPORTS**

A Workers' Compensation Report (Illinois Industrial Commission Form 45) and a Supervisor's Accident Investigation Report must be completed and sent together to the Department Head and Village Administrator or their designee within 48 hours of the accident or injury, in order to avoid delays in payment of bills for benefits to an employee.

All questions regarding a Workers' Compensation claim should be directed to the Village Administrator or designee who acts as a liaison between the Village and the insurance service, seeing that all bills are paid and that employees receive the benefits to which they are entitled.



In the instance of a Workers' Compensation case, it will be the injured employee's responsibility to keep their Department Head advised of their recuperation progress by submitting periodic reports from the employee's doctor. Said reports shall be immediately forwarded to the Department Head.

The day following an absence due to an on the job injury, it is the responsibility of the employee's Department Head to advise the Village Administrator who will in turn advise the President and the Board of Trustees that the employee is to be placed on a "Workers' Compensation Status". Similarly, it will be the Department Head's responsibility to advise the Finance Director and the Village Administrator of the employee's return to work date.

The Village Clerk will assume the responsibility of advising the insurance service of the employee's absence and return to work from the information derived from the Form 45.

## **6.6 WORKERS' COMPENSATION INSURANCE**

1. Any employee injured during the course of employment with the Village, regardless of fault, shall be eligible for benefits in accordance with Illinois Worker's Compensation Act. Presently, the Act provides for:
  - a) The payment of all medical expenses related to the injury.
  - b) Payment of 66 2/3% of wages, after three calendar days following the date of injury for injuries arising out of and in the course of one's employment that leaves an employee temporarily disabled.
2. An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) calendar days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) calendar days of earned leave will be credited to the employee.
3. Once benefits under the Act begin, the employee shall be placed on injury leave. All compensation shall be paid through the Village's Workers' Compensation claims administrator. Compensation shall not be subject to any Village deductions, and will be distributed through the Finance Director.

4. An employee on an injury-related leave of absence shall not accrue paid vacation or personal leave credits. Full earnings of benefits will continue once the employee returns to work.
5. An employee on Workers' Compensation disability leave for an entire month (and not receiving a Village pay check) will be responsible for payment of the employee contribution for health insurance and any other elected insurance.
6. Any employee on Workers' Compensation disability leave shall return to work as soon as the doctor releases them in writing. It is expected that the disabled employee will inform the Village of their disability status after each doctor visit.
7. Workers' Compensation leave will run concurrent with Family and Medical Leave (FMLA).

#### **6.7 INJURED OFF DUTY**

In the case of an injury or accident while NOT on duty, employees may use accumulated sick leave, sick/personal days or vacation leave, or a combination of all three.

#### **6.8 LIMITED DUTY**

Employees who are injured either on duty or off duty and cannot assume the normal tasks of their position may be placed on limited or restricted duty, if available, until they have recovered from their disability. Employees will only be assigned to limited duty when such duty exists in a department and only as long as need dictates. If no limited duty is available in a department, an employee may be placed in either a Worker's Compensation disability status or sick leave status (whichever is applicable) until they are medically released to return to work.

#### **6.9 ACCIDENTS/PERSONAL INJURY**

All accidents and injuries occurring on Village owned property, property leased by the Village, or involving Village vehicles or Village equipment operated by a Village employee are to be reported within 48 hours to the Department Head and Village Administrator or their designee . Any accidents involving a Village vehicle shall also be reported to the Police Department.

Failure to adhere to this policy may cause for disciplinary action and / or dismissal.

#### **6.10 FAMILY & MEDICAL LEAVE ACT (FMLA)**

1. This policy incorporates rights and obligations guaranteed by the Family and Medical Leave Act (29 CFR 825.200 et. seq.). Employees who have worked for the Village for at least twelve (12) months and have worked 1,250 hours over the previous twelve (12) months are eligible for up to twelve (12) weeks of unpaid job protected leave in a twelve month period for child care for the birth of a child, the placement of a son or daughter for adoption or foster care, or the serious health condition of the employee or an immediate family member. The twelve month period is a rolling period measured backward from the date an employee uses any FMLA leave. Employees may take intermittent or reduced work schedule leave when medically necessary. Employees may take leave intermittently or on a reduced work schedule for childcare only with the consent of the Village.
  - a) A son or daughter is a child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability.
  - b) A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider, whether it is a personal or work-related condition. If work related, this leave will run concurrent with workers’ compensation leave. The Village requires that a Certification of Health Care Provider form be completed for leave based on a serious health condition. The disability portion of a pregnancy is considered a serious health condition for purposes of the Family and Medical Leave Act.
  - c) An “immediate family member” is an employee’s son or daughter, spouse or parent.
2. Employees must provide the Village with (30) calendar days notice before taking the leave, or notify the Village as soon as possible. In addition, the employee should complete a Request for Leave of Absence-Medical/Disability form from the Finance Director This request will be

reviewed by the Finance Director and approved by the Village Administrator or his/her designee.

3. Employees are required to substitute earned paid leave, if available, for any leave provided under the FMLA until the paid leave is exhausted.
4. Leave taken under this provision will be unpaid, unless the employee has earned paid leave available. Group health insurance will be continued for all eligible employees during the leave under the same terms as if the employee were not on leave.  
In the event an employee fails to return to Village employment after taking leave under this provision, the Village may recapture the cost of any health insurance programs paid by the Village for the employee's benefit during the leave, unless the employee fails to return because of the continuation of the serious health condition or other circumstances beyond the employee's control.
5. Upon termination of leave, the employee will ordinarily be restored to his or her former position with equivalent pay, benefits and other terms and conditions of employment. Employees must provide the Village with one week's notice, if possible, before returning to work. In addition, the employee should submit a written notice to the Department Head indicating the employee's return date.
6. Restored employees are not entitled to earnings of seniority or other employee benefits during any period of leave.
7. In the event the Village employs a married couple, the Family and Medical Leave provides an aggregate of twelve (12) weeks of leave, not twelve (12) weeks per person.
8. The Village will comply with eligible requests for leave related to the Illinois Victims' Economic Safety and Security Act. Illinois VESSA permits eligible employees to take unpaid leave from employment to address domestic violence, dating violence, sexual assault, or stalking (for medical attention, victim services counseling, safety planning, or legal assistance or other specified purposes). This 12 week leave is not in addition to the unpaid leave permitted by FMLA, but functions in a similar fashion. If an employee is eligible for both FMLA and VESSA leaves, the leave periods shall run concurrently.

## **6.11 UNPAID LEAVE**

As the Village recognizes that an employee, from time to time, may need to take time off to deal with personal, medical, family and other issues, the Village provides the employee with both vacation and personal days to allow paid time off. Unpaid leave is not intended to provide “extra vacation days,” but it provides a mechanism to grant an employee additional time off for personal, medical, family or other issues after he or she has exhausted the paid leave available to him or her. Accepting a position with another employer while on any leave of absence will result in the forfeiture of the leave of absence and the termination of Village employment.

### **6.11.1 UNPAID LEAVE UNDER FMLA OR VESSA**

Upon application to the Department Head and the approval of the Village Administrator, an employee may be granted a leave of absence without pay for sick leave, personal leave or maternity leave in conformance with the FMLA, VESSA, and other applicable state and federal regulations. The leave may extend up to the maximum leave allowed under FMLA, VESSA or other applicable state or federal law. Unpaid leave under FMLA or VESSA will have no effect upon seniority, longevity, vacation accrual, personal leave accrual, or participation in the Village’s health insurance program.

### **6.11.2 UNPAID LEAVE OTHER THAN FMLA OR VESSA**

A leave of absence may be granted for personal reasons beyond the scope of FMLA or VESSA if, in the opinion of the Department Head and the approval of the Village Administrator, the staffing and operation of the department is not impaired if the leave is granted. The leave of absence may be cancelled by the Village Administrator if the leave impairs the Village’s functioning. During an unpaid leave that is beyond the scope of FMLA or VESSA, the employee will cease acquiring seniority and longevity as of the first day of leave, and will not accrue vacation or personal leave during the leave period. The time on unpaid leave is not creditable toward any right or privilege of which length of service is a factor. For unpaid leave exceeding thirty (30) days, the employee may not continue to participate in the Village health insurance plan unless other arrangements are approved by the Village Administrator in advance.

## **7. DISCIPLINARY ACTION**

Regulations regarding the conduct of employees are intended to promote the orderly operation of the Village. Disciplinary action is at times necessary to insure that such regulations are observed. It is the Village's policy to select disciplinary action that is proportionate to the seriousness of the offense. In cases of serious offenses, the appropriate discipline may be immediate discharge and a progressive series of disciplinary measures need not be observed.

### **7.1 CAUSES FOR DISCIPLINARY ACTION**

Each of the following circumstances is an example of a reason for disciplinary action. The examples given below are not intended as an exclusive or exhaustive inventory of actions necessitating disciplinary action, but rather as a guide for determining appropriate behavior.

1. Falsification or fraud in securing employment.
2. Intoxication, use or sale of unprescribed drugs, or use of prescribed drugs which may affect performance or endanger other employees without notifying the supervisor while on duty.
3. Negligent destruction or loss of property.
4. Theft or willful destruction of Village or individual personal property.
5. Any act which endangers an employee's safety, health or well being or that of another Village employee or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit to the Village.
6. Incompetence or inefficiency in the performance of the duties of a position. The term 'incompetence' shall mean a lack of ability, knowledge or fitness to perform duties which are reasonable within the scope of employment and the term 'inefficiency' shall mean the performance of the duties of the position at a level lower than ordinarily expected of other employees in similar positions.
7. Failure to perform the duties of the position because of neglect.
8. Insubordinate actions, including willful disobedience of a rule, order or directive.

9. False representation to a superior as to the quality and/or quantity of work performed.
10. During work hours, the solicitation of any donation, gift, or other thing of value for personal benefit; or, the attempt to sell any item, service, or product for personal benefit or performing any business matters not pertaining to the Village of Gilberts.
11. The attempt to use Village employment or the name of the Village for any personal benefit, or other group benefit.
12. Absence without leave, the use of sick leave or any other leave of absence in an unauthorized manner, a record of excessive absence or tardiness, or engaging in unauthorized outside employment when on disability leave or sick leave.
13. Failure to return from sick or disability leave when released by the doctor.
14. Use of Village property or the service of Village employees for unauthorized purposes.
15. Violation of any of the policies contained in this manual, Department Rules or Regulations, or the Loss Prevention Manual.
16. Engaging in 'horseplay' during working hours.
17. Gambling or promoting lotteries.
18. Loafing, lounging or sleeping, or visiting other departments without permission.
19. Discourteous treatment of the public.
20. Immoral, unethical or disgraceful actions or any other personal conduct likely to impact the efficiency of the Village service or bring the Village into disrepute.
21. Assault on a fellow employee or customer.
22. Conviction of a criminal offense which involves moral turpitude or relates to the performance of an employee's duties.
23. Any other activity which is not compatible with public service or the professional image maintained by the Village.
24. Any other acts of misfeasance, malfeasance or nonfeasance during employment.

## 7.2 FORMAL DISCIPLINARY MEASURES

1. The Village of Gilberts agrees in principle that all disciplinary actions should be reasonable in relation to the seriousness of the offense. However, nothing herein should be construed in any way to limit the Village's right to summarily discharge or suspend an employee for serious offenses. Any activity requiring disciplinary action may result in any of the following measures:
  - a) **Verbal Reprimand** - Ordinarily, the first course of disciplinary action is a verbal reprimand given by the Department Head. The employee should be made aware of the problem(s) and the manner in which the problem(s) can be resolved. This reprimand should, whenever possible, be given in private. The Department Head shall maintain a record of such action.
  - b) **Written Letter of Warning** - A recurrence of an incident for which a verbal reprimand was given or a more serious initial violation will necessitate the issuance of a written letter of warning. This letter, given by the supervisor or Department Head, shall include a description of the incident, an outline of the circumstances surrounding the incident, and a statement regarding the resolution of the incident. The employee shall be given an opportunity to sign the letter of warning indicating receipt. Failure to sign shall be noted. A copy of this warning shall be placed in the employee's personnel file.
  - c) **Suspension** - A suspension is the removal of an employee from Village service generally without pay. An employee may be suspended when the violation is a serious infraction, but not so serious as to merit dismissal. When a suspension is enacted by the Village Administrator, a notice of suspension shall be given to the employee. Said notice shall include documentation of the circumstances surrounding the incident, the length of the suspension, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the suspension to indicate receipt. Failure to sign shall be noted. A copy of the suspension shall be placed in the employee's personnel file.
  - d) **Demotion** - A demotion is the reassignment of an employee to less responsible work when the employee's performance has not been satisfactory, but does not warrant dismissal. The Village Administrator, in consultation with the Department Head, may demote any employee. A



demotion may be accompanied by a salary reduction at the Village Administrator's discretion. When a demotion is made, a copy of the demotion shall be given to the employee involved. Said demotion notice shall include the circumstances surrounding the demotion, the effective date of the demotion, and a reference made to the procedures for appeal. The employee shall be given an opportunity to sign the demotion to indicate receipt. Failure to sign shall be noted. A copy of the demotion shall be placed in the employee's personnel file.

e) **Dismissal** - A dismissal is the involuntary end of an employee's tenure, as decided by the Village Administrator. In instances where dismissal is an appropriate disciplinary action, the Administrator retains the discretion to allow the disciplined employee the opportunity to resign voluntarily before the employee is dismissed.

2. Discipline under this manual is administered, relative to exempt employees, in accordance with the Fair Labor Standards Act. (29D.F.R.s541.118)

### **7.3 ADMINISTRATIVE PROBATION**

As a means of attempting to improve employee performance after the regular introductory period has been completed, a Department Head, with approval of the Village Administrator, may at his/her discretion place an employee on administrative probation of up to three (3) calendar months in lieu of other disciplinary action. It is the supervisor's role to attempt to provide appropriate counsel during this period. An employee performance report shall be completed at least once every month during this period which shall be reviewed with the employee and a copy placed in the employee's personnel file. Failure of an employee to improve performance during the period of administrative probation may result in disciplinary action being taken up to an including discharge.

## **8. RETIREMENT, RESIGNATION AND RE-EMPLOYMENT**

### **8.1 RETIREMENT**

1. An employee wishing to retire shall give a written notice at least ninety (90) calendar days prior to the effective retirement date.
2. Any unused earned vacation time may be converted into a cash payment or used as vacation prior to retirement.

### **8.2 RESIGNATION**

1. Any employee wishing to leave Village service in good standing should file with the Department Head a written resignation stating the reason(s) for leaving and giving at least ten (10) working days notice. The Department Head may consent to the employee leaving sooner.
2. A copy of the letter of resignation must be forwarded to the Village Administrator within one (1) working day of receipt.
3. Any employee who terminated Village service in good standing and not under threat of dismissal shall be entitled to the cash payment of any unused earned vacation time, in accordance with the Illinois Wage Payment and Collection Act (820 ILCS 115/1-16).
4. The Finance Director will insure that all Village-owned property has been returned or appropriate remuneration collected.

### **8.3 EXIT INTERVIEW**

1. Any time an employee terminates employment with the Village, whether by resignation, retirement or otherwise, the employee's Department Head must schedule an exit interview between the employee and the Village Administrator or his/her designee.
2. Exit interviews are entirely voluntary on the part of the employee and in no way affects monies or benefits due to the employee by virtue of separation.
3. The exit interview is designed to solicit information from the employee concerning matters directly associated with Village employment, such as: job

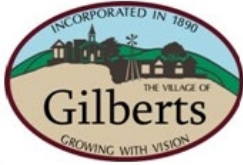
satisfaction, working conditions, supervision, training, compensation, work safety procedures, and general suggestions as to how to improve the overall delivery of service.

#### **8.4 RE-EMPLOYMENT**

1. Any employee terminated for performance reasons or misconduct or any employee who resigns without giving ten (10) working days notice shall not be eligible for re-employment.
2. Any employee who is re-employed by the Village shall not be entitled to any previously earned benefits or seniority.

## 9. SUPPLEMENTAL POLICIES AND EXHIBITS

This section is reserved for references to supplemental policies and exhibits that may affect the language or implementation of the Personnel Manual. The inclusion of policies and exhibits in this Section is intended as a convenience. Omission of an adopted policy from this section does affect the effective date or implementation of the said policy, unless otherwise so stated.



## *Village of Gilberts*

Village Hall  
87 Galligan Road, Gilberts, Illinois 60136  
Ph. 847-428-2861 Fax: 847-428-2955  
[www.villageofgilberts.com](http://www.villageofgilberts.com)

**To:** President Zambetti & Board of Trustees

**From:** Brian Bourdeau, Village Administrator  
Aaron Grosskopf, Public Works Director

**Date:** June 7, 2022 Village Board Meeting

**Re:** Item 5.C: Approval of a License Agreement Between the Village of Gilberts and Smiley's Barbeque LLC to Operate a Concession Stand Located at Town Center Park.

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### **Background:**

As the Board is aware, the Village has been approached by a vendor looking to operate a concession stand at Town Center Park from the existing concession space. Attached is the proposed license agreement to operate a concession stand, which will be reviewed at the Village Board meeting.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (“*Agreement*”) is made and entered into this \_\_\_ day of June, 2022, by and between the Village of Gilberts (“*Village*”) an Illinois municipal corporation, and Smileys Barbecue LLC (*Vendor*), an Illinois limited liability company.

### RECITALS

**WHEREAS**, the Village desires to allow Vendor to operate the Village-owned concession stand and related facilities (“*Concession Stand*”) located at 301 Columbia Lane, Gilberts, Illinois, more commonly known as Town Center Park, pursuant to the terms and conditions of this Agreement; and

**WHEREAS**, the Vendor desires to operate the Concession Stand at Town Center Park subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises, terms and obligations stated herein, the Village and Vendor agree as follows:

1. **Recitals**: The foregoing recitals are incorporated herein as substantive provisions of this Operating Agreement.
2. **Term of Agreement**: This Agreement shall commence on June \_\_\_, 2022 and shall terminate on September 1, 2022, unless earlier terminated as provided for herein. The Village and Vendor may extend this Agreement for an additional two (2) months upon the written agreement of the Parties. The Village Administrator may authorize the two-month extension without further action or approval of the Village Board of Trustees.
3. **Grant of License**: Vendor is hereby granted a non-exclusive license for access to the concession stand located at Town Center Park, certain seating areas surrounding the concession stand, and to certain areas of the parking lot at Town Center Park, all as more fully depicted on Exhibit A attached hereto (collectively, the “*Licensed Premises*”).
4. **License Fee**: Vendor will pay the Village a License Fee of \$350 per month of this Agreement. The License Fee for any partial month will be prorated. Vendor will make the required monthly License Fee payments to the Village on the first day of each month of this Agreement. The prorated License Fee for the month of June 2022, will be paid by the Vendor to the Village within seven (7) days of the effective date of this Agreement.
5. **Hours of Operation**: Vendor will only operate on the Licensed Premises during the hours that Town Center Park is open to the public (dawn to dusk).
6. **Goods Sold and Pricing**: Vendor agrees that the Village must approve in advance all items to be sold from the Concession Stand and the retail price to be charged for all such items. The Village’s approval will not be unreasonably withheld. Vendor will not sell, distribute, or

give away any alcoholic beverages on the Licensed Premises, and Vendor will not allow its patrons to consume alcoholic beverages on the Licensed Premises.

7. **Points of Sale**: The primary point of sale for Vendor's goods will be the Concession Stand, with limited sales allowed from Vendor's trailer while it is located on the Licensed Premises.
8. **Termination**: The Village and Vendor will have the right to terminate this Agreement, with or without cause, upon fourteen (14) days prior written notice to the other Party. The Village may terminate this Agreement immediately, without prior notice to Vendor, if the Village determines that the continued occupation of the Licensed Premises by Vendor presents a threat to the public health, safety, or welfare. Upon expiration or termination of this Agreement, Vendor must surrender the Licensed Premises to the Village, and the Village, upon or at such expiration or termination, may, without further notice, enter on and reenter the Licensed Premises and possess and repossess itself thereof by force, summary proceedings, ejectment, or otherwise and may dispossess Vendor and remove Vendor and all of Vendor's property from the Licensed Premises.
9. **Indemnification**: Vendor shall indemnify, defend and hold harmless the Village, its officers, elected officials, employees, volunteers and agents against any and all claims, damages, losses and expenses, and suits of any manner which might arise as the result of its activities, including but not limited to, legal fees (attorneys and paralegals' fees and court costs), arising from or in any way connected with; i) the conduct or management of the Licensed Premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the Licensed Premises during the term of this Agreement; ii) any act, omission, wrongful act or negligence of Vendor or any of Vendor subcontractors or licensees (if applicable) or the partners, directors, officers, agents, employees, invitees or contractors of Vendor or its subtenants or licensees; iii) any accident, injury, or damage whatsoever occurring in or at the Licensed Premises and arising out of or related to this Agreement, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Vendor shall similarly protect, indemnify, and hold and save harmless the Village, its officers, elected officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of this Agreement.
10. **Insurance**: Vendor will, commencing on the first day of the term of this Agreement, and thereafter continually during the term of this Agreement, keep in full force and affect the following insurance policies:
  - (a) Comprehensive general liability insurance providing insurance coverage for a minimum amount of \$1,000,000 combined single limit for bodily injury liability and property damage liability insurance coverage covering the premises and products sold, against any and all claims and losses arising out of its operations

under this Agreement and its occupancy of the said concession facilities. The Village must be included as an additional insured under the CGL and under the commercial umbrella, if any.

- (b) Worker's compensation insurance in the amounts required by Illinois statute, or a personal undertaking in a form to be approved by the Village's counsel that effectively protects and indemnifies the Village from any Worker's Compensation claim brought by Vendor or any of its staff, agents or employees. Such personal undertaking shall be supported by proof of financial capability to satisfy any such claim against the Village and the judgment of the Village as to its adequacy shall be determinative.
- (c) All such insurance maintained by Vendor will be primary and insurance or self-insurance maintained by Village will not contribute to it.
- (d) Prior to Vendor occupying the Licensed Premises, Vendor must provide the Village with a certificate of insurance evidencing insurance coverage as outlined in this Section.

11. **Independent Contractor Status:** Vendor acts solely in the capacity of independent contractor for the Village and not as an employee of the Village. As a result of Vendor independent contractor status, Vendor shall have exclusive control of its time (subject to the terms of this Agreement) and shall be responsible for the direct supervision of all of its employees, agents, or subcontractors. Vendor shall provide all workers' compensation and unemployment insurance, social security and other related benefits for its employees as required by law. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Village and Vendor. Except as otherwise expressly provided in this Agreement, no party shall become bound, with respect to third parties, by any representation, act or omission of the other party.
12. **Compliance with Laws:** Vendor agrees to fully comply with all applicable Federal, State and Local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Licensed Premises, including, but not limited to, all Kane County health and sanitation requirements, age, minimum wage, prevailing wage, workers compensation, drug-free workplace, sales tax, and equal employment opportunity laws. Vendor shall, at its sole cost and obligation, be responsible for obtaining all permits, licenses, registrations, or certifications required to operate on the Licensed Premises, including all required permits and approvals from the Kane County Health Department.
13. **Maintenance of Licensed Premises; Restoration:** Vendor agrees to maintain the Licensed Premises in a clean, neat, sanitary, and orderly condition at all times. Vendor will make no modifications to any portion of the Licensed Premises without the prior written approval of the Village. Immediately upon termination of this Agreement for any reason, Vendor, at its sole cost and expense, must restore and return the Licensed Premises to the Village in the



same condition as received, ordinary wear and tear and/or Village-approved improvements excepted.

14. **Condition of Licensed Premises; Equipment:** Vendor: a) has examined the Licensed Premises prior to the execution of this Agreement and finds them to be satisfactory; b) acknowledges that no representation as to the condition or repair of any of the Licensed Premises has been made by the Village other than as expressly contained in this Agreement; and c) acknowledges that no agreement or promise to alter, repair or improve the Licensed Premises has been made by the Village. Vendor will maintain the equipment, fixtures, machinery and any other personal property located thereon and therein in a clean, orderly, sanitary, pest free and safe condition. The Village will maintain and repair all structural and mechanical components of the Concession Stand. Water and electricity for the Concession Stand will be supplied by the appropriate public utilities and will be paid for by the Village. Vendor may install standard equipment in Concession Stand, including equipment such as refrigerators, tables, warming cabinets, and sinks. Upon the termination of this Agreement for any reason, Vendor must immediately remove any such equipment installed in the Concession Stand, and Vendor's sole cost and expense.
15. **Trash Removal; Water Disposal:** Vendor shall be responsible for the disposal of all trash or other refuse generated by its operation on the Licensed Premises. Vendor will provide sufficient trash receptacles for its operation and will ensure all trash receptacles emptied on a regular basis. All gray water generated by Vendor's operation may only be disposed of in the sanitary sewer located on the Licensed Premises.
16. **Assumption of Risk:** Vendor fully and willfully assumes full responsibility for its decision to use, at its own risk, the Licensed Premises. Vendor understands, acknowledges and expressly agrees that the Village will not be responsible for any loss or damage to any of Vendor's vehicles, equipment, or other personal property brought on to the Licensed Premises by fire, vandalism, theft, or any other cause, and Vendor hereby waives and releases any claims against the Village for any such loss or damage. Vendor expressly acknowledges that the Village will have no duty to provide any security for the Licensed Premises or to protect any of Vendor's vehicles or other personal property on the Licensed Premises.
17. **Release:** Vendor expressly releases, covenants not to sue and discharges, to the fullest extent permitted by law, the Village, its officials (whether elected or appointed), employees, agents, representatives, attorneys and insurers from and against any and all claims, losses, demands, liabilities, penalties, liens, encumbrances, obligations, causes of action, costs, expenses and damages (whether actual or punitive) that occurred or are alleged to have occurred in whole or in part, or are in any way related to, the Vendor's use of the Licensed Premises or in any way related to this Agreement.
18. **Taxes:** Vendor will be responsible for all sales and real estate taxes arising as a result of any of Vendor's activities pursuant to this Agreement.

19. **Waiver:** Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing and signed by both parties.
20. **Severability:** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
21. **Authorized Signatures; Effectiveness:** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Vendor and the Village and the Agreement shall not be effective until fully executed and delivered to all parties.
22. **Entire Agreement and Amendments:** This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations, whether written or oral, and shall not be modified or amended except by written agreement duly executed by and delivered to all parties.
23. **Notices:** All notices shall be in writing and shall be given by electronic mail and regular mail, to the parties at the respective addresses set forth below or at such other address(es) as the parties may formally designate, in writing, from time to time.

**To Village:**

Brian Bourdeau  
Village Administrator  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136  
[BBourdeau@villageofgilberts.com](mailto:BBourdeau@villageofgilberts.com)

**To Vendor:**

24. **Assignment:** This Agreement will not be assigned by Vendor without the express written consent of the Village.
25. **Non-Discrimination:** In connection with performance of this Agreement, Vendor agrees not to discriminate against any employee, applicant for employment, customer or patron because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or compensation, and selection for training, including apprenticeship.
26. **Jurisdiction:** This Agreement shall be governed by laws of the State of Illinois. Venue for all actions hereunder shall be in the Circuit Court of Kane County, Illinois. Any and all actions brought on behalf of Vendor under this Agreement or the license granted hereunder shall be commenced within one year of conduct or actions giving rise to the action.

27. **Freedom of Information Act:** Vendor agrees to maintain all records and documents relating to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Vendor shall timely produce records which are responsive to a request received by the Village under the Freedom of Information Act (“FOIA”) so that the Village may provide records to those requesting them within the time frames required. In the event that the Village is found to have not complied with the FOIA due to Vendor’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Vendor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized signatories on the date written above.

**VILLAGE OF GILBERTS**

**SMILEYS BARBECUE LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Guy Zambetti

Name: \_\_\_\_\_

Village President

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Courtney Baker, Village Clerk

**EXHIBIT A**

*Depiction of the Licensed Premises*