

EAST DUNDEE

Regular Meeting
Monday, October 4, 2021
6:00 PM

East Dundee Police Station, 2nd Floor Meeting Room
115 E. 3rd Street, East Dundee, IL 60118

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment on Agenda Items Only
Please keep comments to 5 minutes or less
5. Consent Agenda
 - a. [Motion to Approve the Special Village Board Meeting Minutes Dated August 23, 2021](#)
 - b. [Motion to Approve the Special Village Board Meeting Minutes Dated September 13, 2021](#)
 - c. [Motion to Approve a Resolution Authorizing the Execution of a Negotiated Agreement between the Metropolitan Alliance of Police East Dundee Police Chapter # 453 and the Village of East Dundee \(May 1, 2021 – April 30, 2025\)](#)
6. Other Agenda Items
 - a. [Motion to Approve an Ordinance Amending Chapter 156 of the Village Code Regulating Signs \(Manufacturing District Sign Regulations\)](#)
 - b. [Water Tower Design Update](#)
7. Financial Reports
 - a. [Warrants List \\$407,377.36](#)
8. Village President and Board Reports
9. Staff Reports

10. Public Comment on Non-Agenda Items

Please keep comments to 5 minutes or less and relevant to Village Business

11. Executive Session

Closed to the public and media under the provisions of the Illinois Open Meetings Act, 5ILCS, 120/2, (c)(21) Discussion of Minutes, (c)(11) Pending Litigation, (c)(1) Personnel and Legal Counsel, (c)(5) Acquisition of Property, (c)(6) Sale of Property, (c)(3) Appointments and (c)(2) Collective Negotiating Matters.

- a. (c)(21) Discussion of Minutes
- b. (c)(1) Personnel
- c. (c)(2) Collective Negotiating Matters

12. Adjournment

CALL TO ORDER

President Lynam calls to order the Village of East Dundee Special Village Board Meeting at 6:00 p.m.

ROLL CALL:

Trustees Mahony, Andresen, Kunze, Brittin, Saviano, Treiber and President Lynam.

Also in attendance: Administrator Ramsay, Chief of Police George Carpenter, Director of Public Works Phil Cotter, Water Superintendent Gregg Goetz, Village Attorney Tom Melody, Village Engineer Joe Heinz and Clerk Katherine Diehl.

PLEDGE OF ALLEGIANCE: None

PUBLIC COMMENT (Agenda items only): None

CONSENT AGENDA:

- a. Motion to Approve the Regular Village Board Meeting Minutes Dated August 2, 2021**
- b. Motion to Approve the Special Board Meeting Minutes Dated August 9, 2021**

Motion to approve the consent agenda by Kunze/Andresen.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0. Absent – 0.
Motion carries.

OTHER AGENDA ITEMS:

- a. Discussion and Consideration of a Motion Awarding an Additional \$6,500 in FY 2022 Dundee Crossings BDD Façade Grant funding for The Distance Social**

Administrator Ramsay explained that the applicant is proposing additional work for window replacement and millwork. The original grant awarded was for \$5200. The additional work reimbursement request is for \$6500 which is still well with the \$25,000 limit.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0. Absent – 0.
Motion carries.

- b. Motion to Approve a Resolution Awarding a Bid to Seven Brothers Painting Inc. in the Amount of \$666,915 for the Route 25 Water Tower Repainting and Rehabilitation Project**

Motion to Approve a Resolution Awarding a Bid to Seven Brothers Painting Inc. in the Amount of \$666,915 for the Route 25 Water Tower Repainting and Rehabilitation Project by Mahony/ Andresen.

Discussion:

Public Works Director Cotter explained that the work is for the water tower exterior, dry interior and wet interior. Trustee Kunze asked Cotter if he had met with Seven Brothers Painting Inc. or did a background check on the company. Cotter advised that he met at length today with the contractor, Dixon Engineering, who has worked with Seven Brothers for several years and has overseen the engineering and inspections of their projects. He stated that Seven Brothers Painting is on Dixon's pre-qualified list of painting contractors.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0. Absent – 0.
Motion carries.

FINANCIAL REPORTS:

a. Warrants List FY21 \$173,452.67

REPORTS: VILLAGE PRESIDENT and BOARD

Lynam: Thanked Public Works for all their efforts with the storm damage debris collection. Lynam also suggested that the Board have a future discussion about reducing the Water Street speed limit from 30 mph to 25 mph to match Carpentersville's speed limit on Water Street. Lastly, he stated that he would like to do a river front cleanup to remove and clear away dead and overgrown brush. He said this may be best discussed by the General Village Committee.

Mahony: Asked about the status of the speed study being done on Water Street. Engineer Heinz advised that he is preparing a proposal for this. She thanked staff for communicating the storm debris collection information to the public. Also, Mahony stated that she directed a couple of recent water quality complaints to Director Cotter. Water Superintendent Gregg Goetz explained that a new permanganate product is in place. He said it is a slow, fine-tuned process and iron levels will be continued to be monitored. Lastly, she stated that the last Motor Monday was very successful and beyond the usual capacity.

Andresen: Stated that the riverbank is one of the Village's best assets and would like to see if there are any federal, state or county funding available to do something meaningful with the riverbank.

Kunze: Also thanked Public Works for the storm debris collection and clean up. He asked if a crew is staffed on Sunday mornings as he feels the downtown needs a Saturday and Sunday morning walk around for any clean up needed from the previous night's activities. Cotter advised that one individual is staffed on Saturday, Sunday and holiday mornings to walk through the two water facilities and to empty the garbage cans downtown. Kunze stated that he would like to add a Saturday downtown walk around. Administrator Ramsay said that it would be a good idea to have a discussion ahead of the budget and ahead of the negotiations contract. Next, he stated that Friends of the Fox are having their annual river clean up event. He said he would like to get involved this year and asked if the Village could provide help with picking up the filled garbage bags. Cotter suggested that the bags be placed along the river and either Public Works will collect the bags or Flood Brothers can do a special collection.

Saviano: Thanked Public Works for the storm debris collection and clean up.

Brittin: Also thanked Public Works for the storm debris collection and clean up.

Treiber: Also thanked Public Works for the storm debris collection and clean up. He said the downtown looked like it was hit hard.

REPORTS: STAFF

Village Administrator: Administrator Ramsay thanked Public Works Director Cotter and his team for the storm debris collection and clean up efforts. She also mentioned that Thirsty Thursday is this week and the last Wine Down Wednesday is September 1. Lastly, she advised that the Chamber is needing the Board's recipient choice for the Annual Community Service Award.

Assistant Village Administrator: None

Village Attorney: None

Village Engineer: Heinz thanked Public Works for the storm debris clean up.

Police Chief: Carpenter reported that there has been extensive testing throughout the summer for additional Sergeants. The Police Commission is putting together a list to make 2 promotions to Sergeant.

Public Works Director: Cotter reported that his department rented an additional brush chipper and a bobcat grapple to help with the storm cleanup. He said he may propose the purchase of a grapple in next year's budget.

Building Official: None

Finance Director: None

PUBLIC COMMENT (Items not on the Agenda):

Arin Thrower – Newly Elected Dundee Township Supervisor

Supervisor Thrower introduced herself to the Village Board and stated that she is excited to see all the progress happening in East Dundee.

Doug Gay – East Dundee Resident – Water Street

Mr. Gay stated that big trucks are a problem on Water Street. He said that there is an ordinance from 2015 prohibiting large trucks on Water Street. He asked the Village Board for their support in regulating this.

EXECUTIVE SESSION: Yes

Motion to adjourn the Special Village Board Meeting at 6:50 p.m. for (c)(1) Personnel and Legal Counsel and (c)(2) Collective Negotiating Matters by Mahony/Andresen.

Roll: Ayes – 7 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano, Treiber and President Lynam. Nays – 0. Absent – 0. Motion carries, meeting adjourns.

The Village Board will not be taking any action in Executive Session and will therefore, be adjourning from Executive Session and not be returning to the Special Board Meeting.

Respectfully submitted,

Katherine Diehl

By: _____
Village President, Jeffrey Lynam

Attest: _____
Village Clerk, Katherine Diehl

1. CALL TO ORDER

President Lynam calls to order the Village of East Dundee Special Village Board Meeting at 6:03 p.m.

2. ROLL CALL:

Trustees Mahony, Andresen, Kunze, Brittin, Saviano, Treiber and President Lynam.

Also in attendance: Administrator Jennifer Ramsay (Serving as Recording Secretary), Assistant Administrator Brad Mitchell, Deputy Police Chief Schenita Stewart, Building Inspector Chris Ranieri, Village Engineer Joe Heinz, and Village Attorney Lance Malina.

3. PLEDGE OF ALLEGIANCE: Recited

4. PUBLIC COMMENT (Agenda items only):

Resident Nancy Fulhorst expressed her concerns about Agenda Item 6b, a request for a special use permit for an axe throwing establishing. She is concerned about noise and on-street parking that currently occurs in in the downtown and the additional noise she believes will be created by the axe throwing establishment.

Resident Tom Walla stated that residents seeking a response from the Village, regarding noise or other matters, should contact the Village and the Village Board.

5. CONSENT AGENDA: None

6. OTHER AGENDA ITEMS:

a. Discussion and a Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District

Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a banquet hall located at 485 Dundee Avenue, East Dundee, IL 60118 in the B-3 Service Business District was made by Trustee Mahony, seconded by Trustee Andresen.

Petitioner Shirly Singleton explained her intention to lower the music volume at 10:30 p.m. She answered questions from the Village Board regarding her business plan, past experience, and intended investment into the building. Building Inspector Ranieri explained that repairing the parking lot is a condition of the special use permit and the location of the address where the banquet hall would be located. Petitioner Singleton stated that live music would be permitted if it was requested by her client but that noise volume would be monitored. Administrator Ramsay explained the condition regulating the hours of operation within the ordinance and stated that there were very little concerns expressed at the Planning and Zoning Commission meeting.

Trustee Mahony called the question.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0.
Absent – 0. Motion carries.

b. Discussion and a Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a game room (for an axe throwing lounge) located at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District

Motion to Approve an Ordinance of the Village of East Dundee, Cook and Kane Counties, Illinois approving a special use permit for the operation of a game room (for an axe throwing lounge) located at 315 4th Street, East Dundee, IL 60118 in the B-1 Service Business District was made by Trustee Andresen, seconded by Trustee Mahony.

Trustee Andresen stated that in his experience, the noise created by an axe throwing lounge is not excessively loud. President Lynam agreed. Administrator Ramsay explained that any future request for outdoor axe throwing would require a text amendment and that the petitioner has expressed their intent to request a liquor license. President Lynam asked whether patrons would bring their own axes. Administrator Ramsay confirmed some patrons would be bringing their own axes. There was some discussion on what the Village could do to require that axes being transported be concealed. Trustee Kunze asked about the dumpsters and the gravel parking lot adjacent to the building. After some discussion, it was agreed that the ordinance should include a condition preventing the gravel lot from being used for parking without the required improvements, or be otherwise improved with grass or a patio. It was also agreed to add the repair of the retaining wall on the east side of the property as a condition. Trustee Kunze expressed his concerns about the lack of fencing on this property and other commercial properties in the downtown. He suggested that the Village consider paying for uniform fencing to separate adjacent properties from the commercial properties. After some discussion, the Village Board decided not to add any fencing requirements to the proposed ordinance. The Petitioner arrived and confirmed that they would like to see a patio on the gravel lot. They also confirmed that patrons would be, at times, bringing their own axes to the establishment and that some noise would be generated by the business.

Trustee Andresen amended his motion to add the following two conditions (1) that the gravel lot not be utilized for parking unless the Village's parking lot requirements have been satisfied, or that the gravel lot be otherwise improved and (2) that the retaining wall located on the east side of the property be repaired. Trustee Mahony seconded the amended motion.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0.
Absent – 0. Motion carries.

c. Discussion and a Motion to Approve an Ordinance Authorizing a Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC (High Street Logistics Development)

Motion to Approve an Ordinance Authorizing a Development Agreement By and Between the Village of East Dundee, Chicago Title Land Trustee Company, and HS Development AM, LLC (High Street Logistics Development) was made by Trustee Mahony, seconded by Trustee Andresen.

Administrator Ramsay summarized the contents of the agenda item including the terms of the three party development agreement between the Village, High Street, and Plote. She explained the zoning and waiver requests that would be coming back to the Village Board for their consideration. Trustee Kunze asked about the landscaping plan. Engineer Heinz confirmed that the landscaping plan complies with the Village Code. Trustee Mahony asked about the materials that will be used for the façade of the building. High Street representatives confirmed that the material would be precast concrete and that the building would look similar to the Altorfer CAT building.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0. Absent – 0. Motion carries.

d. Discussion and Approval of a Motion Terminating the Lease Agreement with Save-A-Vet for the Property at 408 Barrington Avenue

Motion Terminating the Lease Agreement with Save-A-Vet for the Property at 408 Barrington Avenue was made by Trustee Brittin, seconded Trustee Mahony.

Administrator Ramsay provided background on the lease, the condition of the property, and the Save-A-Vet organization. Trustee Kunze asked about Save-A-Vet's opinion. Administrator Ramsay stated that she had not heard back from Save-A-Vet but that she believed Save-A-Vet would be disappointed by the termination. Building Inspector Ranieri confirmed that the property needed improvements for future occupancy.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano and Treiber. Nays – 0. Absent – 0. Motion carries.

7. FINANCIAL REPORTS:

a. Warrants List FY21 \$293,664.09

8. VILLAGE PRESIDENT AND BOARD REPORTS

Lynam:

President Lynam reported that the IML conference is approaching. He stated there is a need for volunteers for Oktoberfest. He asked about the condition of the River Valley Square façade and Building Inspector Ranieri stated that the property owners are working on it. He also asked about the façade on River Valley Square.

Mahony:

Trustee Mahony asked when the next Village Board meeting would be. The Village Board reached a consensus that the next meeting would be held on September 20, 2021.

Andresen: None

Kunze:

Trustee Kunze asked about the POD in the parking lot behind 311 Barrington Avenue. Building Inspector Ranieri explained that the POD is for Black and Gray and that a dumpster will be placed in the parking lot during Black and Gray's expansion.

Saviano: None

Brittin: None

Treiber: None

9. STAFF REPORTS:

Village Administrator: None

Administrator Ramsay reported that Public Works Director Cotter was ill and therefore not in attendance.

Assistant Village Administrator: None

Village Attorney: None

Village Engineer: None

Police Chief: Not Present

Deputy Police Chief: None

Public Works Director: Not Present

Building Official:

Building Inspector Ranieri reported on a notice of violation for 10 E. Main Street.

Finance Director: None

10. PUBLIC COMMENT (Items not on the Agenda): None

Resident Tom Walla expressed his concerns about the speed limit and truck traffic on Water Street. Administrator Ramsay stated that the Village has received proposals to complete a speed and truck studies on Water Street and that this item will appear on a future Village Board agenda.

11. EXECUTIVE SESSION: Yes

Motion to adjourn the Special Village Board Meeting at 7:49 p.m. for (c)(1) Personnel and Legal Counsel was made by Trustee Andresen, seconded by Trustee Brittin.

Roll: Ayes – 6 – Trustees Mahony, Andresen, Kunze, Brittin, Saviano, and Treiber.
Nays – 0. Absent – 0. Motion carries, meeting adjourns.

It was announced that the Village Board would not be taking any action in Executive Session and would therefore, not be returning to the Special Board Meeting.

Respectfully submitted,

Jennifer Ramsay, Village Administrator
Serving as Recording Secretary

By: _____
Village President, Jeffrey J. Lynam

Attest: _____
Village Clerk, Katherine Diehl

RESOLUTION NUMBER ____ - 21

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
NEGOTIATED AGREEMENT BETWEEN THE
METROPOLITAN ALLIANCE OF POLICE EAST DUNDEE POLICE CHAPTER # 453
AND THE VILLAGE OF EAST DUNDEE
(May 1, 2021 – April 30, 2025)**

WHEREAS, the Village of East Dundee is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, has the authority to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, it is deemed necessary and desirable for the Village of East Dundee to authorize the Execution of a Negotiated Agreement between the Metropolitan Alliance of Police, East Dundee Police Chapter #453 and the Village of East Dundee (May 1, 2021 – April 30, 2025);

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves the Negotiated Agreement between the Metropolitan Alliance of Police, East Dundee Chapter #453 and the Village of East Dundee (May 1, 2021 – April 30, 2025), a copy of which Agreement is attached hereto as EXHIBIT A and made a part hereof.

Section Two. The Village Administrator shall be and is hereby authorized and directed to execute Exhibit A on behalf of the Village.

Section Three. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of October 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____th day of October 2021.

Jeffrey Lynam, Village President

ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this _____ day of October 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on October ____, 2021.

EXHIBIT A

NEGOTIATED AGREEMENT BETWEEN THE

**METROPOLITAN ALLIANCE OF POLICE
EAST DUNDEE POLICE CHAPTER # 453**

AND

THE VILLAGE OF EAST DUNDEE

May 1, 2021 through April 30, 2025

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**NEGOTIATED AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE
AND
THE METROPOLITAN ALLIANCE OF POLICE, EAST DUNDEE
CHAPTER # 453**

PREAMBLE

This Agreement entered into by the Village of East Dundee, Kane County, Illinois, hereinafter referred to as “the Employer,” and the Metropolitan Alliance of Police East Dundee Police Chapter # 453, 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 all sworn patrol officers and Sergeants employed by the Village of East Dundee, as defined herein below and hereinafter referred to as “Officers” or “employees”, or when the context requires a singular noun, as “Officer” or “employee”.

**ARTICLE I
RECOGNITION**

Section 1.1 Recognition

Pursuant to certification issued by the Illinois Labor Relations Board under Case No.S-RC-05-069, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn patrol officers and Sergeants employed by the Village of East Dundee, as described above, excluding all other persons employed by the Village of East Dundee. 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 Fire and Police Commissioners, the probationary period for Officers is twelve (12) months in duration from the date of graduation from the Academy, or if no Academy training is required, twelve (12) months from the date of employment. Nothing herein shall be construed to modify the Commission's 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 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 Union 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 Union.

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 officers, to include the President, Vice-President, and Treasurer.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 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 right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, policies and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and job positions and to employ employees; to determine examination criteria and techniques and to conduct examinations; to schedule and assign work, to assign, transfer and reassign employees; to establish specialty positions and select personnel to fill them; to establish work, performance and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase or 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; to evaluate, promote or demote employees; to establish reasonable physical and mental standards for employees; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; 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 policies affecting the training of employees, to determine training needs and assign employees to training; to determine work hours (shift hours), to establish, change, add to or reduce the number of hours, shifts, tours of duty and schedules to be worked; to adopt, change or modify work rules; to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified; to take 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, which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensations 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.

ARTICLE III **LAYOFF**

Section 3.1 Layoff and Recall

The parties agree that layoff and recall of members of the bargaining unit will be determined in accordance with the Illinois Municipal Code 65 ILCS 5/10-2.1-18

ARTICLE IV **NO STRIKE CLAUSE**

Section 4.1 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. 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.

Section 4.2 No Lockout

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

Section 4.3 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.

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

Section 5.1 Compensation

Any and all Cost of Living Adjustments (COLA), shall occur on or about May 1, at the start of the Village's fiscal year.

Employees shall be compensated for any and all Step increases in accordance with Schedule A, attached hereto, on or about the Employee's anniversary date. Employees shall advance from one

Step to the next step provided that the Employee receives a satisfactory rating of “Meets Expectations” in his or her annual evaluation. Employees that are scheduled to advance to the final Step must receive a rating of “Exceeds Expectations” in order to advance to the final Step.

Should a covered employee be denied a Step increase due to an unsatisfactory evaluation, said officer shall receive the appropriate increase if and when the employee’s performance improves to a satisfactory level. An employee who does not receive a satisfactory rating on their evaluation shall have the right to appeal the decision pursuant to the grievance process. If an employee does not receive a rating of “Exceeds Expectations” in order to advance to the final step, the employee will be informed of the steps that they will need in order to “Exceed Expectations”, and the employee will be re-evaluated in six months to see if he met those steps. If the employee has met those steps, he will be advanced to the final step at that time.

New employees may be hired at a Step higher than Step 1 at the sole discretion of the Chief of Police and the Village. The Village has the ability to accelerate an employee’s movement through the steps if warranted by exceptional performance.

Effective May 1, 2021, wage rates across-the-board shall increase by 3.0%. Effective May 1, 2022, wage rates across-the-board shall increase by 3.0%. Effective May 1, 2023, all wage rates across-the-board shall increase by 3.0%. Effective May 1, 2024, all wage rates across-the-board shall increase by 3.0%.

Retroactive payment of wages and step movement shall be calculated from May 1, 2021 to the date of payment of retroactivity.

Section 5.2 Shift Scheduling and Normal Work Hours

Effective with the ratification of this Agreement, employees will work an eighty-four (84) hour, two week pay period consisting of straight twelve (12) hour shifts. Notwithstanding the foregoing, a detective will work eight-and-one-half (8.5) hours Monday through Thursday and eight (8) hours on Friday.

Each year, between November 1 and November 15, members by seniority will submit their bids for the shift and platoon they would like to work. Sergeants will bid first followed by patrol officers. Once an officer’s schedule has been set, it will not be adjusted solely to avoid paying overtime. The Chief of Police may in his discretion make shift and platoon assignments that differ from employee selections to ensure that specialist position needs are met on each shift and platoon and also to ensure that no shift or platoon is staffed entirely by officers with less than three (3) years of experience. In the event that the Chief determines that an officer’s shift or platoon assignment is to be changed, the Chief shall move the least senior of the officers under consideration.

The Chief of Police may change the deployment schedule. In the event that such a change deviates from the current deployment schedule the Village will provide 30 days’ notice to the bargaining unit members, who will have the ability, if applicable, to bid for positions on the newly created deployment schedule by seniority.

Section 5.3 Call Back

An employee called back to work after having left work, or while otherwise off-duty, shall be compensated for a minimum of three (3) 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 employee will receive no compensation if the employee is called back to rectify his own error. If the employee is called back and works for more than three (3) hours, he/she shall be compensated for the actual time worked.

Section 5.4 Overtime

All covered employees are eligible for overtime compensation at the rate of time and one-half their regular rate of pay for hours worked outside of the employee's regularly scheduled work shift. For the purpose of calculating overtime, hours "worked" shall not include hours charged to suspension or other leaves without pay.

Section 5.5 Assignment of Overtime

When a shift vacancy occurs for a full-time patrol officer, the shift coverage, if determined by a supervisor to be needed, it shall be offered to full-time patrol officers on a seniority basis, and then to part-time personnel; unless no Sergeant is already scheduled for the same shift in which case the assignment will be offered to a Sergeant before it is offered to a part-time officer.

When a shift vacancy occurs for a Sergeant, and it is determined by the Lieutenant, Deputy Chief or Chief (to be designated by the Chief via email) that coverage of that shift is needed, the shift coverage shall be first offered to full-time Sergeants on a seniority basis; and then offered to full-time patrol officers on a seniority basis, and then to part-time personnel. Any employee who accepts an overtime shift is responsible for working that shift unless he or she finds a replacement that is approved by the supervisor. If no appropriate volunteers occur, then mandatory overtime assignments will be made necessary.

Section 5.6 Court Time

When an employee is required to spend off-duty time in court on behalf of the Village, the employee will receive a minimum pay guarantee of three (3) hours of pay at the employee's applicable rate; except that the three (3) hours of pay is not applicable when the employee performs court duty immediately before, during or immediately after the employee's regular shift.

Section 5.7 Work Breaks

All employees covered by this agreement will be entitled to a thirty (30) minute paid meal period and two fifteen (15) minute paid breaks each shift. 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 5.8 Shift Assignments

With the approval of the Chief of Police or his or her designee a patrol officer may exchange shifts with another full or part-time patrol officer, and a Sergeant may exchange shifts with another Sergeant. Any other shift exchange proposals will be considered on a case-by-case basis by the Chief of Police or his or her designee. Any shift that results in the award of overtime compensation must be expressly approved by the Chief of Police or his or her designee prior to the shift change.

Section 5.9 Meetings

Any Employee required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of two hours (2) of compensation, 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/her regular shift.

Section 5.10 Compensatory Time

All employees covered by the terms of this Agreement shall have as their option the right to choose compensatory time off at the appropriate overtime rate in lieu of payment. Compensatory time off may be accumulated to 84 hours. Compensatory time off shall be granted upon the employee's request at a time which is mutually agreed upon by the employee and the appropriate supervisor.

Employees carrying compensatory time may request a buy-out of any or all hours with two (2) weeks' notice to the employer. Upon acceptance of the employee's request for the buy-out of compensatory time, the requested hours shall be paid at the current hourly regular rate of pay for the employee and granted on a separate check on the next payroll period after the request is accepted by the employer. In lieu of taking the cash value of compensatory time or time off, an employee may direct the value of earned compensatory time be paid directly into the employee's 457 plan. The transfer of the cash value of compensatory time will be directed into the employee's 457 plan on the payroll following the employee's request.

Section 5.11 Specialty Pay

Specialist positions are not to be construed as rank, but rather are job assignments which involve additional duties and responsibilities over and above those for police employees generally and for which an employee receives compensation in addition to the salary attached to his rank. The below-listed compensation for specialist positions shall be allocated per pay period when an officer is assigned to the position:

Bi-Lingual in Spanish (as determined by the Chief of Police) \$500 Annual Stipend

Investigator 3%

Members who are certified to work as evidence technicians will be paid a \$50 monthly stipend.

Field training officers will be paid an additional hour of pay for each shift that they are training an employee. Both sergeants and patrol officers are eligible for this additional pay when training an

officer, as long as the assignment has been approved by the Chief and the individuals have received the appropriate training and/or certification.

Section 5.12 Longevity Pay

Employees shall receive a longevity bonus to be paid on the first payday in November each year in accordance with the following schedule:

Start of service, but less than 5 years	\$100
6 to 10 years of service	\$200
11 to 15 years of service	\$300
16 to 20 years of service	\$400
21 to 25 years of service	\$500
26 years of service and beyond	\$600

The longevity bonus is not compounded from year to year.

Section 5.13 Officer in Charge (OIC)

In the absence of a Sergeant or Lieutenant, the officer on that shift who ranks highest on the then current Sergeant promotional list will be designated to serve as an Officer in Charge (OIC). In the absence of an officer on the promotional list, the senior officer on that shift shall be designated to serve as OIC. The OIC shall be paid an hourly differential of three dollars (\$3.00) on an hour-for-hour basis for each hour worked as an OIC on shifts where such person works as an OIC for at least one (1) hour. No officer shall be permitted to serve as OIC unless he or she has completed OIC training through NMERT or a comparable training facility.

ARTICLE VI **UNION SECURITY AND DUES CHECK-OFF**

Section 6.1 Fair Share

Should *Janus v. AFSCME* be overturned, the Employer will immediately bargain over withholding fair share fees.

Section 6.2 Dues Deductions

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

Section 6.3 Indemnification

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise

out of or by reason of any action taken or not taken by the village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions, provided that the Village does not initiate or prosecute such action.

Section 6.4 Dues Checkoff

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all officers who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article).

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected officer. Pay deductions shall commence beginning with the next two (2) payroll periods.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at its address as supplied to the Village Clerk of the Village of East Dundee.

Section 6.5 Bulletin Boards

The Village shall provide the Chapter with designated space on a bulletin board inside the police station, 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 6.6 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 seven (7) 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:

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

It is expressly understood and agreed that such meetings shall be exclusive of the grievance

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

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

ARTICLE VII **VACATION**

Section 7.1 Eligibility and Allowances

Vacations are provided for the recreation and relaxation of employees. All employees shall be eligible for paid vacation time after the completion of six months of continuous full-time employment.

Section 7.2 Vacation Scheduling

Vacation leaves (i.e. leaves in excess of four consecutive work days, or the number of work days between two sets of regular days off) in a given calendar year will be given priority approval on a seniority basis, when submitted for approval no later than November 15 of the calendar year preceding the one in which the vacation leave is desired. Only one such vacation leave request in a calendar year will be given seniority consideration, and it will be identified as 'first choice' selection. All other requests for leave time, unless in conjunction with this section, will be considered for approval on a first come/first served basis.

Section 7.3 Vacation Accrual

An Employee may be allowed to carry over 40 hours of earned vacation time. Any unused vacation in excess of 40 hours or any accrued vacation which is not used by the employee's next anniversary will be lost.

During the first (1st) through the fifth (5th) calendar years of service, employees accrue two weeks (80) hours of vacation pay. Employees are given five days of vacation after completion of the first sixth months of service until the end of the first year of service.

Beginning the sixth (6th) year of service through the completion of the fourteenth (14th) year of service, employees accrue three weeks (120 hours) of vacation per year.

Beginning the fifteenth (15th) year of service and thereafter, employees accrue four weeks of vacation (160 hours) of vacation pay per year.

After the fifteenth (15th) year of service and thereafter, employees accrue an additional day of vacation for each year of service, but not to exceed an additional forty (40) hours.

All employees shall accrue vacation at the same rate on a monthly basis.

Section 7.4 Accumulation

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

Section 7.5 Village Emergency

In case of an emergency, the Police Chief may cancel and reschedule any or all approved vacation leaves in advance of the vacation beginning, and/or recall any employee from vacation in progress.

The Village will reimburse an employee for reasonable unrefundable expenses incurred as a result of cancelled vacation.

Section 7.6 Vacation Payment at Separation

Upon resignation, death, termination or retirement, employees shall be paid for vacation accrued.

ARTICLE VIII **HOLIDAY AND PERSONAL TIME**

Section 8.1 Holidays

The following days are holidays with pay for all employees in the Police Department service:

New Year's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

In addition, covered employees shall receive thirty-six (36) hours of personal leave, to be used at the employee's discretion. Requests for use of the personal days shall not be unreasonably denied. Any unused personal leave hours may be paid at the end of the fiscal year into an employee's post-retirement healthcare account. Employee must elect designation of any days to be paid into the post-retirement healthcare account on or before April 30th of the fiscal year in which it is earned and accrued. Upon resignation, death, termination or retirement, employees shall be paid for unused personal days.

Section 8.2 Holiday Pay

Each bargaining unit employee, with the exception of investigators who instead receive the day off with pay, shall receive a 4.5% holiday pay disbursement to compensate such employees for holidays worked. The disbursement shall be paid on a separate check during the last pay period of November. Employees may have the holiday check deposited into their deferred compensation account provided that they give notice in writing by November 1st.

ARTICLE IX

LEAVE OF ABSENCE

Section 9.1 Sick Leave

The Village will provide full-time employees a sick leave benefit to enable employees to have a period of compensated time off in the event of illness or injury. Sick leave is a privilege and not a right.

Sick leave benefits may be used for the following purposes:

1. Personal illness or injury to the employee.
2. Illness in the immediate family when it can be shown that the employee's presence is necessary. For this section, immediate family is defined as the employee's spouse and children.

Section 9.2 Sick Leave Accrual and Usage

Sick leave shall accrue at the rate of twelve (12) hours per month, one hundred forty-four (144) hours per year. Each employee may accrue up to a maximum accrual amount of 800 hours for sick leave use during the employee's employment. For retirement purposes, including payout at retirement, the sick leave accrual amount shall not exceed 800 hours. Employees on leave of absence without pay shall not accrue sick leave benefits during the period of their absence.

In cases where an employee cannot report for duty due to illness or injury, the supervisor or Chief of Police shall be notified no later than one (1) hour before the employee's scheduled starting time for sworn police personnel. Failure to do so will render the employee ineligible for sick leave compensation. The employee is responsible for making a daily report thereafter for the duration of the illness or injury to the Chief of Police or their designee.

A physician's medical certificate may be required by a Chief of Police for employees who are absent and shall be required for sick leave absences of three consecutive work days or more.

If an employee was exposed to a contagious disease, a written statement from a physician releasing the employee to return to work shall be required before an employee may again report for work.

Employees terminating employment with the Village shall be compensated for unused earned and accrued sick leave as follows:

- | | |
|---|--------------------------|
| a) By Dismissal: | No Compensation |
| b) Resignation before 20 years service: | No Compensation |
| c) Retirement after 20 years service: | 50% of Accrued Sick Time |
| d) Layoff/Reduction in Force | Same as Retirement |
| e) Disability | Same as Retirement |
| f) Death of Employee | Same as Retirement |

Earned and accrued sick leave will be charged against an employee injured on-the-job and accepted into workers compensation coverage, or an employee injured off-the-job or sick, and eligible for disability insurance payments. In these situations, sick leave pay will be applied to make up the difference between worker's compensation and/or disability and the employee's normal wages

Section 9.3 Sick Leave Buyback

If an employee desires, a maximum of 24 sick leave hours can be bought back in any calendar year according to the schedule below. Payment shall be at the employee's present regular rate of pay. The number of hours the employee shall buy back will then be deducted from the unused sick leave earned and any remaining hours will accumulate with those of previous years.

Number of Sick Leave Days Used in a 12 Month Period	Number of Hours Eligible for Buy-Back
0	24
1-3.0	20
3.1 to 4.0	16
4.1 to 5.0	12
5.1 to 6.0	8
More than 6	0

Employees will be required to notify the Chief in writing by November 10 of each year if they wish to participate in the program. The Chief will then process a personnel action form requesting the additional compensation. Employees will receive their buy back payment with their regular check on or about December 10.

For the purpose of determining the number of sick leave days used in a year, the 12 month period will run from November 1 to October 31. New Employees are required to wait until November 1, after their hire date before becoming eligible for this program.

Section 9.4 Funeral Leave

Any employee covered by this Agreement may be granted funeral leave with pay, up to three (3) shifts, as needed, paid in accordance with the employee's shift, upon the death of a member of the employee's immediate family. The Employee must notify his immediate on-duty supervisor as soon as possible prior to taking any time off for funeral leave.

The Immediate family is defined as a spouse, domestic partner (i.e. civilly united), child (natural, adopted, or step), mother (natural, adoptive, or step), father (natural, adoptive, or step), brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent.

In the event of the death of a spouse, domestic partner, child (natural, adopted, or step), mother (natural, adoptive, or step), father (natural, adoptive, or step), the Employee may use up to two (2) shifts of his accrued sick time to extend the funeral leave with the approval of the Chief of Police or his designee.

Section 9.5 General Leave of Absence

Full-time employees may be granted a general leave of absence without pay to cover periods of disability, recuperation from illness, pregnancy or for personal matters. Leaves of absence due to illness or recuperation must be accompanied by a physician's statement. All requests for general leaves of absence shall be submitted through department heads for approval by the Village Administrator.

General leaves of absence may be granted for up to (90) calendar days, and extensions may be granted for additional periods not to exceed a total of one (1) year. An employee may, during the leave, return to work upon at least two (2) weeks' notice in writing to their department head and upon approval by the Village Administrator.

During general leaves of absence in excess of 30 consecutive days the employee may, at the employee's option, remain a member of any group hospital or medical plan provided by the Village, provided the employee pays the full monthly premium/deduction for each coverage, to the Village. Failure to make regularly scheduled payments will result in cancellation of the benefits.

Employees considering a general leave of absence must be aware that any position may be eliminated or substantially changed. Therefore, absolute assurance or reinstatement cannot be given. Failure to report for duty within two (2) working days of the end of the leave granted shall result in termination of the employee.

Section 9.6 Military Leave

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

Section 9.7 Jury Duty

Any employee who is required to appear for or serve jury duty shall receive his/her regular salary and benefits while so serving, provided that the employee remits to the Village any compensation the employee received for that jury duty.

ARTICLE X **EDUCATION BENEFITS**

Section 10.1 Travel for 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 rate mileage allowance for the use of their own vehicle.

Section 10.2 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 10.3 Travel and Meeting Expense Allowances

The Village will pay reasonable travel and lodging expenses for employees who make trips on required village or professional business. Expenses shall be based upon submission of an itemized statement of travel expenses accompanied by receipts and must be approved by the Chief of Police or his designee.

Private cars may be used for travel, and reimbursement will be at the rate set by the most current IRS rates for travel. Expenses for meals while on authorized village business during the course of travel will be reimbursed at actual cost verified by receipts, but not to exceed \$50.00 per day.

In cases where a travel advance is requested, it must be made to the Chief of Police and approved by the Village Administrator in time for approval by the Village Board. The amount of the travel advance should be substantiated by an estimate of travel expenses.

Section 10.4 Mandated Training

All training mandated by Federal, State or local law, rule or authority will be provided by the Employer and all hours spent training (including commute time in excess of one (1) hour to/from home and said training) will be deemed hours worked.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 11.1 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 written reprimands shall be subject to the jurisdiction to the grievance procedure. The parties agree that disciplinary suspensions may be subject to the grievance procedure as set forth in Section 13.2. Any time period provided for under the steps in the grievance procedure may be extended or contracted by mutual agreement. The parties agree the Chapter may file joint and/or class action grievances on behalf of two or more members.

STEP ONE: The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate, non-bargaining unit supervisor by filing said grievance in writing within ten (10) calendar days of its occurrence or of the date on which the affected employee became aware of the occurrence. The supervisor shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

STEP TWO: If not adjusted in Step One, the grievance shall be presented in writing by the grievant to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. 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 or

Shift Commander, and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter following Step One. 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 THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted by the grievant in writing to the Village Administrator or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response in Step Two. 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. The meeting shall be scheduled within 10 calendar days of the request. 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 FOUR:

A. 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 Administrator in writing within ten (10) calendar days after receipt of the Village Administrator's response in Step Three. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Chapter. 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) and shall request a panel of five (5) arbitrators with an office in Illinois. If the Federal Mediation and Conciliation Service 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 with an office in Illinois. 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.

B. 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.

C. 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 1 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 11.2 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 Chapter 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 (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

Section 11.3 Forms

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

Section 11.4 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 withdrawn and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step may be 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 11.5 Notice of Union Representation

The Chapter shall certify to the Village the names of those employees who are designated as representatives (stewards) for the bargaining unit. Those employees shall be the only employees authorized to function as representatives/stewards of the bargaining unit.

ARTICLE XII **NON-DISCRIMINATION**

Section 12.1 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, sexual orientation, creed, religion, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or union 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 12.2 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 XIII **DISCIPLINE**

Section 13.1 Procedure of Discipline

Disciplinary action is utilized to correct employee behavior rather than to punish the individual. This means in most cases employees will be subject to a corrective or progressive disciplinary action before resorting to terminating the employee. Employees should understand, however, that there are certain offenses which are sufficiently serious that employees may be brought to dismissal action for the first offense without any disciplinary action. In addition, in instances where the progressive discipline approach is followed, the Village exercises the right to repeat a disciplinary step, or the Village reserves the right to skip certain progressive steps depending upon seriousness.

Section 13.2 Challenge of Discipline

Pursuant to Section 17 of the IPLRA, 65 ILCS 5/10-2.1-17, the parties have negotiated this alternative procedure based upon the grievance and arbitration provisions of this Agreement to allow an employee subject to discipline to proceed before the Board of Fire and Police Commissioners ("BOFPC") or arbitration, but not both, as provided for herein.

Prior to imposing a disciplinary suspension or dismissal, the Chief of Police or the Chief's designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Chief or the Chief's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, the proposed disciplinary action or dismissal may be contested either through the arbitration procedure of this Agreement (with Union approval) or through the BOFPC, but not both. In order to exercise the arbitration option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix G). This Election Form shall be considered a waiver of any right to proceed before the BOFPC and shall immediately render the Decision to Discipline final subject only to review by an arbitrator pursuant to the contractual grievance procedure. The Election Form shall

be given to the officer by the employer, at the same time the officer is notified of the Decision to Discipline.

The employee shall have five (5) calendar days after receipt of the Decision to Discipline to submit a copy of the Election Form to the Union for approval to arbitrate the discipline or dismissal. The Union shall have an additional ten (10) calendar days to approve or deny the request for arbitration. If the Union authorizes arbitration concerning the discipline or dismissal, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within fifteen (15) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When arbitration is elected, the arbitrator will determine whether the discipline or dismissal was imposed with just cause. If the written intent to arbitrate is not provided by the Union within fifteen (15) calendar days of the issuance of the Decision to Discipline, or is not elected by the employee, the right to elect arbitration shall be deemed waived and the Chief of Police or his designee may file charges with the BOFPC seeking to impose the discipline or dismissal, or impose the suspension if it is for five (5) days or less, and the employee retains his right to appeal the discipline or dismissal before the BOFPC in accordance with the Illinois Board of Fire and Police Commissioners Act, 65 ILCS 5/10-2.1-1 *et seq.*, as amended. The employee may be placed on administrative leave with pay during the election period in the sole discretion of the Chief of Police or his designee.

Election of arbitration under this Section 13.2 shall authorize the Chief of Police or his designee to immediately impose the discipline or dismissal as set forth in the Decision to Discipline, and such action shall be final subject only to arbitral review. Election of arbitration under this Section 13.2 shall constitute a waiver of any right to proceed before the BOFPC. It is understood and agreed that probationary employees may be disciplined or dismissed without cause and are therefore not entitled to any election under this Section.

Section 13.3 Use of Reprimands and Discipline

If, from the date of an officer's receipt of a written reprimand, the officer has not received an additional reprimand or discipline for the same or substantially similar offense during the following twenty-four (24) months, said written reprimand shall not be utilized by the Village against the affected officer for disciplinary purposes. If, from the date of an officer's receipt of an oral reprimand, the officer has not received an additional reprimand or discipline for the same or substantially similar offense during the following twelve (12) months, said oral reprimand shall not be utilized by the Village against the affected officer for disciplinary purposes.

Section 13.4 Personnel Files

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 820 ILCS 40/01 *et seq.* The Employer's personnel and disciplinary history files relating to any employee shall be open and available for inspection by the affected employee during regular business hours with seven (7) days' notice.

Such access shall be limited to personnel documents which have been or are intended to be used when determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge or other disciplinary actions; such access shall not include access to

materials listed in Section 10(a)-(g) of Chapter 820, Act 40 Illinois Compiled Statutes. 820 ILCS 4/10(a)-(g).

ARTICLE XIV

INVESTIGATIONS CONCERNING OFFICERS

Section 14.1 Right to Investigate

The Village agrees to abide by the lawful requirements of the Illinois Compiled Statutes, 50 ILCS 725/1 *et seq.*

Section 14.2 Right to Representation

All employees covered by this Agreement who are directed to submit to an informal inquiry may request representation. Said employee may request representation by a bargaining unit representative employed by the East Dundee Police Department. If such request is made, it will be granted. The parties recognize that a representative present during such an interview does not have a right to present evidence or argument on behalf of the affected employee, and 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 to the parties, and neither party shall conduct themselves 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 Peace Officers' Disciplinary Act, 50 ILCS 725/1 *et. seq.*

Section 14.3 Surveillance of Employees

If the Village is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the Village will give the employee notice of the existence of said surveillance material(s). The Village's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The Village will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

ARTICLE XV

HOSPITALIZATION, DENTAL, OPTICAL, AND LIFE INSURANCE

Section 15.1 Hospitalization

The Village shall continue to make available to all employees covered by this agreement health and dental insurance substantially similar to the coverage which is currently in effect. The Village's right to change insurers and plans is subject to the restrictions set forth below. The Village shall continue to cover all Employees covered by this Agreement on its hospitalization and health program. Employees shall contribute to the premium cost of health and dental insurance at the following rates:

Percent of premium paid by employee

	PPO	HMO	Dental
Employee	10.0%	10% *	10.0%
Employee + spouse	15.0%	10% *	15.0%
Employee + child/children	15.0%	10% *	15.0%
Employee + dependents (Family)	15.0%	10% *	15.0%

*Employees will begin to pay 10% of the premium on HMO coverage only after all Village employees are required to pay at least that amount toward HMO coverage.

The employee share of healthcare premiums shall be calculated in the manner indicated in Appendix F attached hereto. Each year, the Village will provide a new worksheet, like Appendix F, with updated contribution figures. However, the methodology for calculating employee contributions shall be completed as indicated in Appendix F.

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, or better than, those being currently offered. In the event the Village changes coverage, all Employees will be covered to the same extent as all other Village employees.

The Village may re-open this Article XV, Section 15.1 of the Agreement to negotiate or renegotiate over this Section if, in years two through four of this Agreement, any of the Village's health care premiums increase by twenty-five percent (25%) or more during a contract year. In the event that the Village exercises such option, the wage increases provided in Article V, Section 5.1 will also be re-opened. If the re-opener is moved to arbitration, the Village will not propose wage increases that are less than the wage increases agreed to in this Agreement.

Section 15.2 Life Insurance

The Village shall supply each Employee with term life insurance with a face amount equal to \$100,000.00.

Section 15.3 Continuation of Benefit

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

ARTICLE XVI
UNIFORM BENEFITS

Section 16.1 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 employees will be returned to the Village upon their separation of service with the Village.

- A. All employees assigned to patrol shall be entitled to uniform and equipment allowance of \$700 per year for the purchase of clothing or equipment appropriate to the affected officer's duty assignment. Employees assigned to investigations shall receive \$800. An employee is allowed to accrue and carry over 1 year's allowance.
- B. Each officer will receive an account of \$250 per year for cleaning services.
- C. Each detective will receive an account of \$500 per year for cleaning services.

Section 16.2 Damage to Uniforms or Property

The Employer agrees to repair/replace as necessary an officer's eyeglasses, watch, contact lenses and prescription sunglasses, if such is damaged or broken while being worn by the officer during the course of employee's duties while the employee is performing work in the line of duty and without negligence on the part of the employee. Incidents are to be documented in writing with the employee's immediate supervisor. The Employer's obligation under this clause is limited up to \$500.00 for prescription eye or prescription sunglasses and up to \$50.00 for watches. 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.

Section 16.3 Vests

The Village will initially issue and/or replace at Village cost worn out protective vests up to a maximum cost of \$650 per vest, including any additional amount needed for customized vests as approved by the Chief of Police. Any additional amount must be paid by the employee. All bargaining unit employees are required to wear vests while on duty. The standard years for replacement will be approximately five years, or the manufacturer's suggested period of useful life. 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.

ARTICLE XVII **OFF DUTY EMPLOYMENT**

Section 17.1 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.

Section 17.2 Extra Duty Details

When the Department posts an extra duty detail, it will be filled by Employees on a first come first serve basis. Any Employee who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in an Employee being ineligible for extra duty assignments for six (6) months. 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.

ARTICLE XVIII **SENIORITY**

Section 18.1 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 18.2 Determination of Seniority

Seniority shall be determined by Employees length of service 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, when absent without authorization or for any other purpose shall not be included.

Section 18.3 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each 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 18.4 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 prescribed and approved by the Chief of Police at the Village's expense, and only under the following conditions:

- A. 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.
or,
- B. An employee is dismissed and later reinstated by a court of competent jurisdiction.
or,
- C. 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 XIX **RESTRICTED DUTY**

Section 19.1 Work Schedule for Restricted Duty

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

restricted duty, subject to the approval of the Chief of Police and Village Administrator, in accordance with the needs of the Department, and according to the applicable departmental policy. Restricted duty shall consist of those tasks assigned by the Chief of Police. When more than one employee seeks a restricted duty assignment, preference for such assignment may 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 or her duties. Nothing in this section shall be construed to create an obligation on the part of the Village to create or designate work which might be considered to be “restricted duty”. The Village and the Chapter agree that there shall be no pyramiding of **pension** benefits of restricted duty assignments with workers’ compensation or other disability benefits

ARTICLE XX **MISCELLANEOUS**

Section 20.1 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 said employee has been exposed to said disease in the line of duty.

Section 20.2 Officer Involved Shootings

Section 20.2.1 50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an “officer involved shooting” (“OIS”) to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an “officer involved shooting” as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. Should 50 ILCS 727/1-25 be repealed, stricken, or otherwise be found to be legally unenforceable, this Section 20.2 shall be deemed unenforceable. Should 50 ILCS 727/1-25 be amended, the parties agree to bargain over the impacts and effects of the amendment(s).

Section 20.2.2 This Section 20.2 does not diminish any rights provided by an Employee or the Union in applicable portions of the Collective Bargaining Agreement (“CBA”), Illinois law (including but not limited to the Uniform Peace Officer Disciplinary Act), Federal law, and the constitutions of the United States and State of Illinois.

Section 20.2.3 Employees shall not be ordered to undergo any testing related to officer involved shootings based upon off-duty conduct.

Section 20.2.4 The collection of information, evidence, and data pursuant to this Section 20.2 is intended to be used exclusively for administrative purposes. Unless ordered by lawful order of a court or administrative tribunal of competent jurisdiction, or written agreement of the parties, Employer will not voluntarily share any physical evidence (or results of any testing) gathered from Employees pursuant to this Section 20.2 with an outside entity.

Section 20.2.5 As soon as practicable, following an OIS, the Employee will be ordered to

go to a hospital for examination, care, and treatment. When prudent and reasonable, the Employee will be sent to a different hospital than any offender(s).

Section 20.2.6 If the Employer collects Employee's firearm(s), the Employee will immediately be provided with a substitute weapon. The Employee will not be left unarmed.

Section 20.2.7 Immediately following an OIS, the Employer will make reasonable efforts to inform the Union (which may include notice to the local union steward) of the OIS. Employees will be allowed to confidentially speak with a Union representative and/or attorney.

Section 20.2.8 Upon being discharged from the hospital and completing all required tests, the Employee may (at the employees' discretion) be driven to his/her home by another bargaining unit member selected by the Union.

Section 20.2.9 Following an OIS, Employees will only be required to participate in interviews, physical testing, and chemical testing after an unambiguous written order threatening to terminate the Employee's employment with the Employer should the Employee refuse to participate. The parties agree an Employee will have the right to have a Union representative and attorney present for all interviews, except in an emergency involving matters of public safety.

Section 20.2.10 Employees will not be interviewed or interrogated regarding her/his involvement in an OIS any sooner than 72 hours following the end of the shift during which the OIS occurred. All interviews and interrogations shall be conducted at a reasonable time and place.

Section 20.2.11 Prior to an Employee's Union representative and/or attorney being present, Employer may (but is not required to) order an Employee involved in an OIS, under threat of termination, to answer limited questions directly related to the public's safety. If a Union representative and/or attorney is not available, the Employer shall permit a Union representative and/or attorney be present by telephone during this brief "public safety interview," if one is immediately available. The interview shall be based upon the "public safety interview" set forth below. The public safety interview must be conducted by a member of the department holding a rank higher than the Employee. The "public safety interview" shall be limited to the following:

Officer, we are required by policy to complete a public safety statement. Due to the immediate need to take action, you do not have the right to wait for legal or union representation before answering these limited questions.

1. Are you injured?
2. If you know of anyone who was injured, what is his or her location?
3. In what direction did you fire your weapon(s)?
4. If any suspects are at large, what are their descriptions?
5. What was their direction of travel?
6. How long ago did they flee?
7. For what crimes are they wanted?
8. With what weapons are they armed?
9. Does any evidence need to be preserved?

10. Where is it located?
11. Did you observe any witness(es)?
12. Where are they?

Officer, in order to preserve the integrity of your statement, I order you not to discuss this incident with anyone, including other supervisors or staff officers. You are directed to speak to your legal representative and/or union representative prior to making any further statements regarding this incident.

Section 20.2.12 Following an OIS, at the hospital, the Employee will be ordered to provide a urine sample to test for illegal drugs and alcohol.

Section 20.2.13 Absent a warrant or court order, or consent from the Employee obtained after consultation with a Union Representative, the Employer will never compel an Employee to provide blood, fluid (other than urine), skin, hair, feces, cheek swab, or any other sort of genetic or biological sample. Unless necessary to prosecute a criminal case against someone other than an Employee, the Employer will not seek to collect said materials from a source other than the Employee.

Section 20.2.14 All urine testing shall be administered by a vendor who conducts U.S. Department of Transportation testing (i.e. the type of testing outlined in 49 CFR, Part 40). All testing shall be of the employee's urine and will conform to U.S. Department of Transportation standards for specimen collection and analysis. The Employer's failure to comply with all the terms required by this Section 20.2 will result in the test results being deemed invalid, unreliable, and inadmissible in any subsequent proceeding.

Section 20.2.15 All chemical testing must account for legal prescription use and use of other legal substances.

Section 20.2.16 A properly administered positive test will not be an independent cause for discipline. If the positive test result is correlated with independent evidence demonstrating the Employee was impaired in the performance of his/her duties, then it may constitute just cause for discipline. The proper use of prescription and other legal substances is not cause for discipline.

Section 20.2.17 The same protocols contained in this Section 20.2 for OIS shall apply to any and all interviews and testing following an "officer involved death" ("OID") as defined by 50 ILCS 727/1-10.

Section 20.2.18 In the case of an OIS and/or OID, this Section 20.2 supersedes any and all other drug testing policies or provisions of the CBA.

Section 20.3 Post Retirement Healthcare Account

Within four months of the ratification of this contract, the Village agrees to implement and administer an interest-bearing retirement health savings account for the purpose of investing funds to cover health insurance costs that may occur upon an officer's separation of employment from the Village. (ICMA) Contributions will begin no earlier than the calendar month following the

end of the initial implementation election window.

Officers may enroll in the Retirement Health Savings Account within 30 days of their hire date or during an RHSP open enrollment period which shall occur annually. Once enrolled, the election is irrevocable and cannot be changed at any time throughout the officer's course of employment.

All contributions will be made pre-tax and the value of hours converted or transferred shall be calculated at the officer's current hourly rate unless otherwise noted.

Officers are eligible to receive benefits upon separation of employment.

Allowable contributions will consist of the following:

Accrued sick time at separation:

At separation of service accrued sick time will be converted to the officer's RHSP account upon retirement at the percentage rates specified in Section 9.3.

Compensation time at separation:

At separation of service compensation time will be converted to the officer's RHSP account.

Vacation time at separation:

At separation of service vacation time will be converted to the officer's RHSP account.

Annual Personal Day Buyback:

The annual Personal Day Buyback will be converted to the officer's RHSP account.

Annual Sick Time Buyback:

The annual Sick Time Buyback will be converted to the officer's RHSP account.

Annual Accrued Vacation:

The Annual Accrued Vacation up to sixty (60) hours will be converted to the officer's RHSP account.

Accrued Personal Days:

The Accrued Personal Leave, up to thirty-six (36) hours, will be converted to the officer's RHSP account.

If modifications need to be made to this Section in order to implement the account pursuant to the rules or regulations of the investment company or the IRS, the Village and Union will meet to discuss and implement the required changes.

Section 20.4 Fitness Allowance

In order to maintain and improve the efficiency of the Police Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. Employees who pass the POWER test and

make efforts to obtain any other goals set by the Village during the year shall receive an additional eight (8) hours of compensatory time at the end of the calendar year. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that are established as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall negotiate the program at a Labor/ Management Meeting. Any physical fitness program established by the Village which requires a police officer to attend a specific course, program or meeting shall provide that such officer shall be paid for his time attending such course, program or meeting.

Section 20.5 Fitness For Duty and Fitness Testing

If, at any time, there is a question concerning an employee's fitness for duty, or fitness to return to duty following a layoff, leave of absence due to an injury, a leave of absence of more than three (3) consecutive days for illness or being on disability leave, the Village may require, at its expense, that the employee submit to a physical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village. In situations where an employee is sent for a fitness for duty exam, not in connection with returning to duty, the Chief of Police or his designee shall provide the employee with a short statement of the reason(s) why the employee is being required to undergo an examination under this Section. The statement shall be provided at the time the order is given, whenever practicable, or not later than three (3) days of the date of the employee's examination. All examination results will be kept confidential by the Chief of Police. However, such confidentiality requirement shall not prevent the Village from disclosing the results, as necessary, for administrative or disciplinary purposes.

Should the employee disagree with the physician, medical doctor, and/or psychologist's conclusion regarding fitness for duty, the employee may request to be evaluated by physician, medical doctor, and/or psychologist jointly selected by the Union and Village. Such physician, medical doctor, and/or psychologist's conclusion regarding fitness for duty will be controlling unless otherwise agreed to by the parties.

The sole purpose of an examination under this Section shall be to determine whether the employee is fit to perform the essential duties of his or her position as a Village patrol officer or sergeant, as the case may be. The employee shall cooperate with the physician, medical doctor and/or psychologist designated by the Village. An employee who refuses to so cooperate or refuses to authorize the disclosure of the results of an examination under this Section to the Village will be subject to discipline up to and including dismissal.

Physical Fitness Requirements. In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risk, the Village may establish reasonable physical fitness goals for employees, which may include individualized goals and minimum fitness standards. All employees may be required to participate in any such program. Failure to meet physical fitness goals will not be a basis for discipline, but may result in an employee being sent to a fitness-for-duty examination.

Before implementing any new physical fitness program for the bargaining unit generally under this Section, the Village will meet and discuss it with the Union under Article VI, Section 6.6 (Labor Management Committee Meetings.)

Section 20.6 Smoking Ban

In order to ensure the fitness and welfare of the Department, Employee's hired after the effective date of this Agreement will be required to sign a pledge not to smoke or chew tobacco, on duty, as a condition of employment with the Village. Employees hired prior to the effective date of this Agreement shall, for the life of this Agreement, confine smoking to areas designated in the Village.

Section 20.7 Drug and Alcohol Testing

The Village may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by the Village, provided that, in the opinion of the Police Chief or his designee, there is sufficient cause for such testing, defined for purposes of this section as reasonable and articulable suspicion. Said suspicion will be documented in a written report within twenty-four (24) hours of the employee being subjected to the test.

The Village may also require employees to participate in random drug and alcohol testing, provided that any such program shall be administered by a vendor who conducts U.S. Department of Transportation testing (i.e. the type of testing outlined in 49 CFR, Part 40). Such outside vendor shall be asked to randomly test employees so that, on average, up to fifty-percent (50%) of the employees in the bargaining unit are tested in each calendar year.

Tests shall be immediate result (results generally available within thirty (30) minutes) or delayed result tests. In the event of a positive result on an immediate result test, or at the time of any delayed result test, the employee may request that a blood sample be taken so that a blood test can be performed to verify any positive initial test result. All test results shall be submitted to the Police Chief and/or his designee for appropriate action.

Prohibition. Use, sale, purchase, delivery or possession of illegal drugs at any time and at any place, whether on or off the job; abuse of prescribed drugs; failure to report to the Chief or his designee any known adverse side effects of medication or prescription drug that the employee is taking that is reasonably expected to affect the employee's performance; consumption or possession of alcohol while on duty; or being impaired by or under the influence of alcohol while on duty shall be grounds for discipline.

Officers who consume or possess prohibited substances as part of their legitimate work duties, which have been approved and directed by the Chief of Police or his non-bargaining unit designee, will not be subject to discipline.

The Employer may not take adverse employment action against an employee based solely on the lawful possession or consumption of cannabis, or cannabis infused substances, by people residing in the employee's household other than the employee.

ARTICLE XXI **SAVINGS CLAUSE**

Section 21.1 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 XXII **ENTIRE AGREEMENT**

Section 22.1 Entire Agreement

This Agreement constitutes the complete and entire Agreement between the parties and 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. 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 22.2 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.

No benefits terms or other conditions of employment shall be considered to be retroactive unless specifically provided in this collective bargaining agreement.

ARTICLE XXII **TERMINATION**

Section 23.1 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, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) 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) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this _____ day of _____, 2021, after receiving official approval by the Village President and Village Board and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, East Dundee Chapter # 453

Village of East Dundee

KEITH GEORGE,
President, M.A.P.

Village Administrator,
Village of East Dundee

RYAN MILES,
President, East Dundee Police Chapter #453

APPENDIX A
SALARY SCHEDULE

Police Officer

	<u>Through</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>
	<u>4/30/21</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>
<u>Step 1</u>	\$63,334	\$65,234	\$67,191	\$69,206	\$71,282
<u>Step 2</u>	\$67,006	\$69,016	\$71,086	\$73,219	\$75,415
<u>Step 3</u>	\$70,892	\$73,018	\$75,209	\$77,465	\$79,789
<u>Step 4</u>	\$75,003	\$77,253	\$79,570	\$81,957	\$84,416
<u>Step 5</u>	\$79,353	\$81,733	\$84,185	\$86,711	\$89,312
<u>Step 6</u>	\$83,955	\$86,473	\$89,067	\$91,739	\$94,492
<u>Step 7</u>	\$88,829	\$91,493	\$94,238	\$97,065	\$99,977
<u>Step 8</u>	\$93,979	\$96,798	\$99,702	\$102,693	\$105,774

Sergeants

	<u>Through</u>	<u>5/1/2021</u>	<u>5/1/2022</u>	<u>5/1/2023</u>	<u>5/1/2024</u>
	<u>4/30/21</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>	<u>(3.0%)</u>
<u>Step 1</u>	\$98,798	\$101,761	\$104,814	\$107,959	\$111,198
<u>Step 2</u>	\$102,748	\$105,830	\$109,005	\$112,275	\$115,643
<u>Step 3</u>	\$106,860	\$110,065	\$113,367	\$116,768	\$120,271
<u>Step 4</u>	\$111,468	\$114,812	\$118,256	\$121,804	\$125,458

APPENDIX B
SENIORITY LIST

Sergeants Date of Promotion	Sergeants Date of Hire	Employee
09/03/13	10/19/09	Ritter, Andrew
10/10/15	11/20/12	Haase, John

Officers Date of Hire	Employee
4/24/00	Kasiba, Alan
10/22/01	Clark, Jeffrey
4/19/04	Duda, Daniel
12/31/13	Michelini, Jessica
06/30/14	Miles, Ryan
03/23/15	Magnuson, Kyle
06/20/16	Lawson, Kevin
09/19/16	Rybialek, Joe
09/07/19	Baima, Steve

APPENDIX C
ISSUED EQUIPMENT

5 Star Hat
Baseball Hat
Winter Hat
Shirts
 Long Sleeve (4)
 Short Sleeve (4)
Pants
 Regular or Cargo Style (4)
Coats
 All Season Coat
 Rain Coat and Hat Cover
Boots or Shoes
Leather
Pants Belt
Gun belt
Holster
Clip Holder
Rubber Glove Pouch
Keepers (4)
Cuff Case
Hand Cuffs
Neck Tie
Turtle Necks
Winter Gloves
Brass
Badges
 Duty (2)
 Off Duty (1)
Name Tags (3)
Body Armor
Duty Bag
Clip Board
Ticket Book Holder
Flash Light
Pepper Spray & Holder
Duty Firearm
All other equipment related to job performance and approved by the Chief.

APPENDIX D
HEALTH INSURANCE PLAN

APPENDIX E
TERMINATIONSIDE LETTER OF UNDERSTANDING

This Side Letter of Understanding is entered into by and between the **VILLAGE OF EAST DUNDEE** (“Village”) and the **METROPOLITAN ALLIANCE OF POLICE EAST DUNDEE POLICE CHAPTER # 453** (“Union”).

WHEREAS, the parties have engaged in collective bargaining for a successor Collective Bargaining Agreement (“Agreement”) effective May 1, 2017 through April 30, 2021;

WHEREAS, the parties have reached an agreement in principle on all issues between them;

WHEREAS, during the negotiations for the successor Agreement, the parties agreed to straight twelve (12) hour shifts and made a number of changes to other sections of the Agreement as a result of the twelve (12) hour shift change;

WHEREAS, the parties reached an understanding about how the parties would address the impact of the Village implementing a schedule other than the straight twelve (12) hour shifts; and

WHEREAS, the parties now desire to reduce their understandings to writing.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

As set forth in Section 5.2 of the Agreement, the Village, through the Chief of Police, retains its right to change the deployment schedule. In the event that such a change deviates from the current deployment schedule and results in a change from the agreed-to straight twelve (12) hour shifts schedule, the Village will provide thirty (30) days’ notice to the Union. Before the change in schedule is implemented, the parties will complete bargaining over the impact of such a change. In the event that the parties reach impasse in their bargaining, the matter may be submitted to arbitration.

Any dispute or claim of a violation arising under this Side Letter of Understanding shall be resolved through the grievance and arbitration provisions contained in the parties’ Agreement.

This Side Letter of Understanding shall have the full force and effect as if set forth in the Agreement, and will be effective as of the date it is executed by all of the duly authorized representatives of the parties below, and it shall remain in effect until the end of the Agreement term on April 30, 2017.

Executed this _____ day of _____, 2017, after receiving official approval by the Village President and Village Board and ratification by the Chapter's membership.

METROPOLITAN ALLIANCE OF
POLICE, East Dundee Chapter # 453

Village of East Dundee

KEITH GEORGE,
President M.A.P.

Village Administrator,
Village of East Dundee

President, East Dundee Police Chapter #453

APPENDIX F

Health Insurance Union Member Contributions 2021-2022

			BCBS PPO \$1000 (Bc/Bs Chge to Ded 2021)		BCBS PPO \$1,500		BCBS Blue Options PPO
<u>EMPLOYEE ONLY</u>							
Premium			\$ 758.96		\$ 765.26		\$ 615.50
Village Pays	90%		\$ (683.06)		\$ (688.73)		\$ (553.95)
Employee Pays	10%		\$ 75.90		\$ 76.53		\$ 61.55
Payroll Deduction			\$ 37.95		\$ 38.26		\$ 30.78
<u>EMPLOYEE + SPOUSE</u>							
Premium			\$ 1,517.92		\$ 1,530.52		\$ 1,231.00
Less: Single Premium	\$ (683.06) =		\$ 834.86		\$ (688.73) \$ 841.79		\$ (553.95) \$ 677.05
Village Pays	85%		\$ 709.63		85% \$ 715.52		85% \$ 575.49
Employee Pays	15%		\$ 125.23		15% \$ 126.27		15% \$ 101.56
Payroll Deduction			\$ 62.61		\$ 63.13		\$ 50.78
<u>EMPLOYEE + CHILDREN</u>							
Premium			\$ 1,404.08		\$ 1,415.73		\$ 1,138.68
Less: Single Premium	\$ (683.06) =		\$ 721.02		\$ (688.73) \$ 727.00		\$ (553.95) \$ 584.73
Village Pays	85%		\$ 612.86		85% \$ 617.95		85% \$ 497.02
Employee Pays	15%		\$ 108.15		15% \$ 109.05		15% \$ 87.71
Payroll Deduction			\$ 54.08		\$ 54.52		\$ 43.85
<u>EMPLOYEE + FAMILY</u>							
Premium			\$ 2,163.04		\$ 2,180.99		\$ 1,754.18
Less: Single Premium	\$ (683.06) =		\$ 1,479.98		\$ (688.73) \$ 1,492.26		\$ (553.95) \$ 1,200.23
Village Pays	85%		\$ 1,257.98		85% \$ 1,268.42		85% \$ 1,020.20
Employee Pays	15%		\$ 222.00		15% \$ 223.84		15% \$ 180.03
Payroll Deduction			\$ 111.00		\$ 111.92		\$ 90.02

* As previously calculated by Patricia Jensen. Spreadsheet contains an error that was determined to be past practice. See MAP contract for clarification.

Dental Insurance Union Contribution

2021-2022

Principal Dental

EMPLOYEE ONLY

Premium		\$	33.25
Village Pays	90%	\$	(29.93)
Employee Pays	10%	\$	3.33
Payroll Deduction		\$	1.66

EMPLOYEE + SPOUSE

Premium		\$	69.95
Less: Single Premium	\$ (29.93)	\$	40.03
Village Pays	85%	\$	34.02
Employee Pays	15%	\$	6.00
Payroll Deduction		\$	3.00

EMPLOYEE + CHILDREN

Premium		\$	86.30
Less: Single Premium	\$ (29.93)	\$	56.38
Village Pays	85%	\$	47.92
Employee Pays	15%	\$	8.46
Payroll Deduction		\$	4.23

EMPLOYEE + FAMILY

Premium		\$	132.53
Less: Single Premium	\$ (29.93)	\$	102.61
Village Pays	85%	\$	87.21
Employee Pays	15%	\$	15.39
Payroll Deduction		\$	7.70

* As previously calculated by Patricia Jensen. Spreadsheet contains an error that was determined to be past practice. See MAP contract for clarification.

APPENDIX G
ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, _____, a police officer in the Village of East Dundee and a member of the Metropolitan Alliance of Police Chapter 453, being proposed for discipline/discharge by the Village of East Dundee Police Department, and having received a written Decision to Discipline, have been informed of my option to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of East Dundee and the Metropolitan Alliance of Police Chapter 453.

In accordance with Section 13.2 of the Agreement, the employee shall have five (5) calendar days to submit a copy of this Election Form to the Union for approval to arbitrate the discipline or dismissal. The Union shall have an additional ten (10) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline or dismissal, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within fifteen (15) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When arbitration is elected, the arbitrator will determine whether the discipline was imposed with just cause. If the arbitration is not approved by the Union within fifteen (15) calendar days of the issuance of the Decision to Discipline, or is not elected by the employee, the right to arbitration shall be deemed waived and the Police Department retains its right to file charges seeking to impose the proposed discipline or dismissal, or to impose the discipline in the case of a suspension of five or fewer days, and the employee retains his rights to appeal discipline before the Village of East Dundee Board of Fire and Police Commissioners.

_____ (*initial*) I understand that I may elect to pursue a grievance over such discipline or dismissal (option A), or I may choose to dispute the discipline or dismissal before the Village of East Dundee Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 13.2 of the Agreement.

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline or dismissal immediately, subject only to review by an arbitrator should I or the Union choose to pursue a grievance through arbitration. An arbitrator will determine whether the discipline or dismissal was imposed with just cause. I further acknowledge my understanding that this election is a complete waiver of any and all rights to proceed before the Village's Board of Fire and Police Commissioners.

By election to file a grievance over my discipline or dismissal I hereby release the Village of East Dundee, the East Dundee Board of Fire and Police Commissioners, and the Metropolitan Alliance of Police Chapter 453, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I have read and understand the Decision to Discipline. I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of East Dundee Board of Fire and Police Commissioners as described in Section 13.2 of the Agreement. This document will be considered my grievance. I recognize that the discipline proposed in the Decision to Discipline shall become final and shall be implemented immediately, subject only to review by an arbitrator.

Agreed: _____

Date: _____

Witness: _____

Date: _____



Village of East Dundee

120 Barrington Avenue, East Dundee, IL 60118

(847) 426-2822

www.eastdundee.net

To: Village President and Board of Trustees
CC: Chris Ranieri, Building Inspector
Brad Mitchell, Assistant Village Administrator
From: Jennifer Ramsay, Village Administrator
Subject: Manufacturing District Sign Regulations
Date: October 4, 2021

Background

The Village Code does not contain specific sign regulations for the M-1 and M-2 Manufacturing Districts. Per Section 156.03 of the Village Code, any sign not specifically permitted by Village Code shall be prohibited.

The Village has traditionally handled the approval of signage requests in the manufacturing districts in the following manner:

- A variance with a public hearing conducted by the Village Board (as required by Village Code).
- Signage within the Terra Business Park is regulated by the overlying PUD.

As such, with the new development seen throughout the manufacturing districts, the Village Board has seen many variance requests come before the Village Board. In an effort to avoid another variance request and future requests which generally fall in line with signage that has been previously approved, staff is recommending amending Chapter 156 of the Village Code regulating signage. The purpose of the amendment would be to create an allowance for wall signs as follows and included in the attached ordinance:

156.04 (G) Manufacturing Districts (M-1 and M2).

- (1) Wall signs. Business identification wall signs shall be permitted subject to the following conditions:*
 - (a) There shall be a maximum of one such wall sign for each business establishment; provided, however, that a maximum of two signs shall be permitted when the business establishment to which the sign refers is located on a corner lot.*
 - (b) The maximum size of any business identification wall sign shall not exceed 10% of the front building facade area to a maximum of 200 square feet.*
 - (c) Business identification signs may be illuminated."*

The proposed regulations mirror those regulating signage in the Village's business districts with the exception that the maximum square footage proposed for a wall sign in a manufacturing district is 200 square feet (rather than 100 square feet). The rationale for the larger sign is that variances allowing greater than 100 square feet have been previously approved for manufacturing uses. Furthermore, the size of manufacturing facilities can, at times, necessitate a larger sign due to the size of the facility (e.g. the proposed High Street Development Project). As the sign cannot exceed 10% of the front façade area, staff does not foresee that the allowance of a sign with a greater square footage will create any future issues.

It is anticipated that additional amendments to the manufacturing signage regulations will be needed to incorporate regulations regarding freestanding signs, directional signs, etc. However, staff is recommending that these amendments be completed at the time that requests are made as to avoid adopting regulations that either do not fulfill the needs of incoming manufacturing businesses/developments or allow for greater signage than is needed. For your reference, I have attached the Village's Zoning Map identifying the properties zoned M-1 and M-2.

Action Requested: Discussion and consideration of an Ordinance Amending Chapter 156 of the Village Code Regulating Signs (Manufacturing District Sign Regulations).

Attachments: Ordinance Amending Chapter 156 of the Village Code Regulating Signs (Manufacturing District Sign Regulations)

Zoning Map

ORDINANCE NUMBER 21 - __

**AN ORDINANCE OF THE VILLAGE OF EAST DUNDEE, COOK
AND KANE COUNTIES, ILLINOIS, AMENDING CHAPTER 156 OF THE VILLAGE OF
EAST DUNDEE VILLAGE CODE REGULATING SIGNS
(Manufacturing District Sign Regulations)**

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village find that amending Chapter 34 of the Village of East Dundee Village Code ("Village Code") as set forth below regarding a cash balance policy best serves the public's health, safety and welfare;

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. That the recitals above shall be and are hereby incorporated in this Section 1 as if restated herein.

SECTION 2: Amendment. That Chapter 156 of the Village Code is amended by adding Sections 156.04(G), which shall read as follows:

"(G) Manufacturing Districts (M-1 and M2).

(1) Wall signs. Business identification wall signs shall be permitted subject to the following conditions:

- (a) There shall be a maximum of one such wall sign for each business establishment; provided, however, that a maximum of two signs shall be permitted when the business establishment to which the sign refers is located on a corner lot.
- (b) The maximum size of any business identification wall sign shall not exceed 10% of the front building facade area to a maximum of 200 square feet.
- (c) Business identification signs may be illuminated."

SECTION 3: Continuation. That all provisions of the Village Code not amended herein shall remain in full force and effect.

SECTION 4: Severability. That if any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5: Repeal. That all ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

SECTION 6: Effect. That this Ordinance shall be in full force and effect upon its adoption, approval and publication in pamphlet form as provided by law.

PASSED this ____ day of October 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

APPROVED by me this ____th day of October 2021.

Jeffrey Lynam, Village President

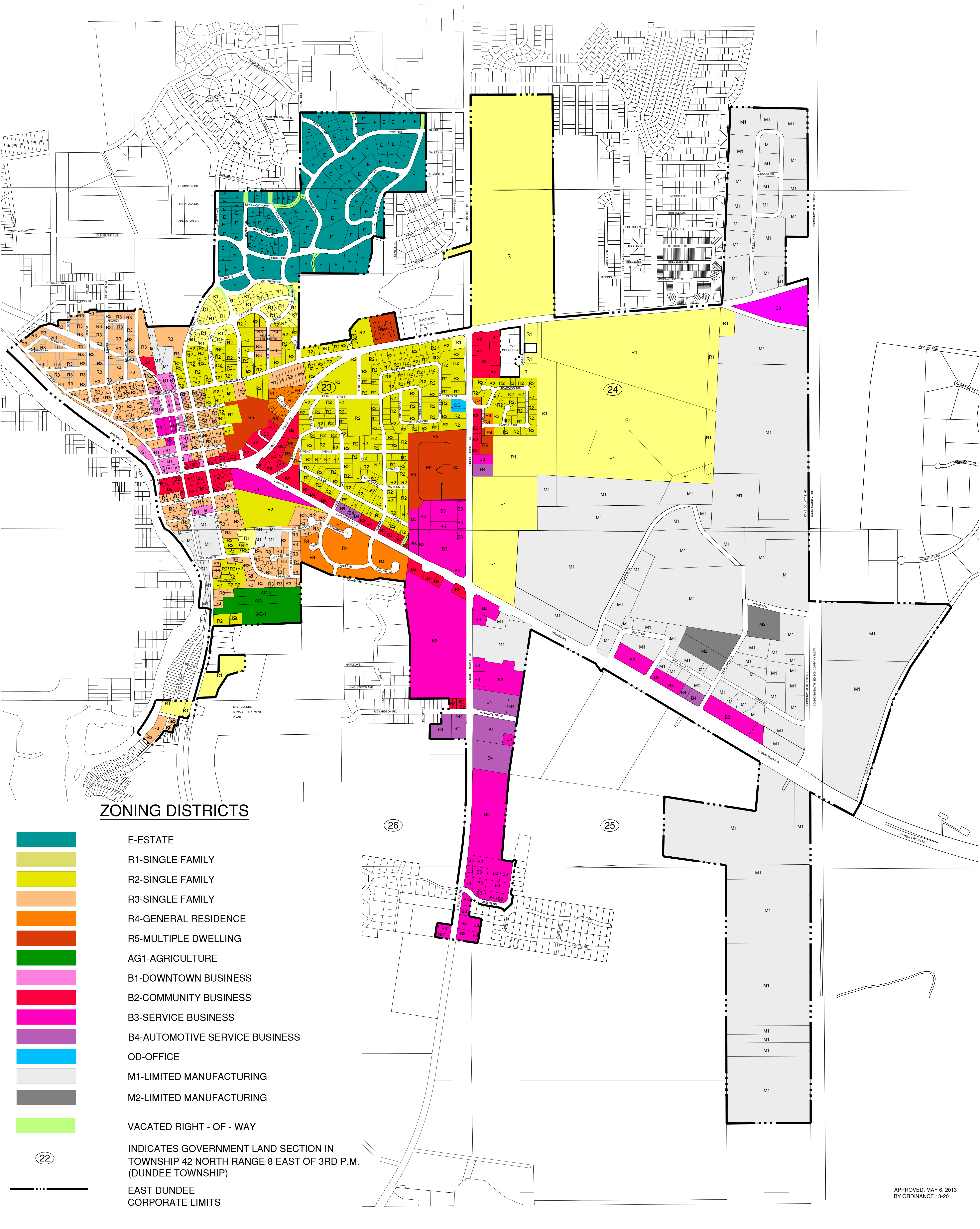
ATTEST:

Katherine Diehl, Village Clerk

Published in pamphlet form this _____ day of October 2021, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on October ____, 2021.

VILLAGE OF
EAST DUNDEE
OFFICIAL ZONING MAP





Memorandum

To: Village President and Board of Trustees

Cc: Jennifer Ramsay, Village Administrator

FROM: Phil Cotter, Director of Public Works

DATE: October 4, 2021

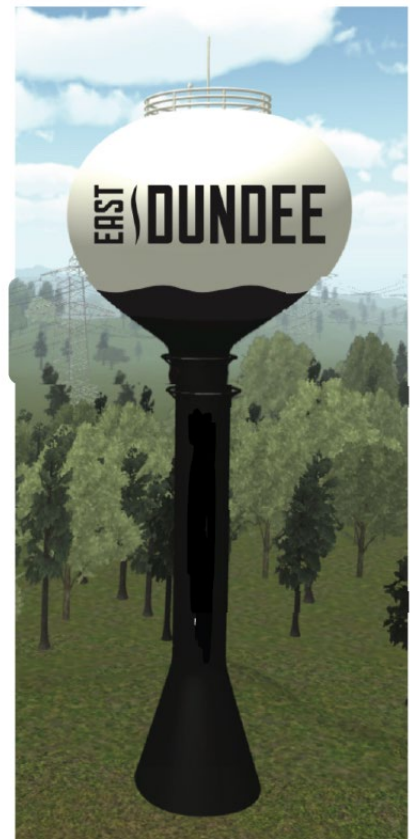
RE: Water Tower Design Update

On June 21, 2021, the Village Board approved a painting/logo design for the Route 25 water tower. Below for reference is an image of the design that the Village Board approved at the June meeting. On September 30, Village staff met with our consultant (Dixon Engineering) and the contractor (Seven Brothers) for a pre-construction meeting. This project will begin next week and is expected to be completed over the next month or so, weather permitting.

During the pre-construction meeting, Dixon Engineering and Seven Brothers recommended against painting the lower flared section (below the stem) of the tower black. The primary reason is that during the summer season, the color black will raise the temperature inside the flared section of the tower to temperatures that could exceed 100 degrees on a hot day. The elevated temperatures could make it difficult to work inside and, over time, could also possibly affect the electronic equipment located inside the lower section of the tower. In lieu of black, the lower flared section will be painted white.

Dixon Engineering and Seven Brothers also recommend extending the black paint on the lower portion of the bowl a little higher to hide the dirt, mold, and mildew that will accumulate on the underside of the bowl. There will be no changes to the logo, only extending the black color up the bowl several feet.

Please let me know if you have any questions or concerns regarding these design changes.



Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
A LAMP CONCRETE, INC.					
012021	NATIONAL TOOL PROJECT	07/31/2021	159,148.35		32-38-5940
Total A LAMP CONCRETE, INC.:			159,148.35		
ACE HARDWARE					
67408	PHOTO CELL PD TOILET	09/03/2021	15.99		01-21-5121
67489	SUPPLIES FOR RIVER CLEANU	09/17/2021	119.69		01-31-5630
Total ACE HARDWARE:			135.68		
ALTORFER INDUSTRIES					
TM560000791	REPAIRS TO BACKHOE	08/25/2021	2,771.81		01-31-5120
TM560000791	REPAIRS TO BACKHOE	08/25/2021	2,771.82		60-33-5120
Total ALTORFER INDUSTRIES:			5,543.63		
ANGELA GALLO					
1320000	FINAL UB CREDIT BALANCE	09/24/2021	181.72		99-00-1005
Total ANGELA GALLO:			181.72		
APPLIED CONCEPTS, INC.					
390570	ANTENNA RADAR	09/14/2021	1,256.75		01-21-5130
390575	ANTENNA RADAR	09/14/2021	1,256.75		01-21-5130
Total APPLIED CONCEPTS, INC.:			2,513.50		
ASSURANT FIRE PROTECTION, LLC					
10082	EDPD SPRINKLER SYS	09/20/2021	980.00		01-21-5121
Total ASSURANT FIRE PROTECTION, LLC:			980.00		
AT&T					
091321	SEWER AT&T	09/13/2021	219.10		60-33-5320
Total AT&T:			219.10		
B&F CONSTRUCTION CODE SERVICES INC					
57283	PLUMB PLAN REVIEW - SPART	09/14/2021	200.00		01-12-5290
14878	INSPECTIONS	09/23/2021	225.00		01-25-5290
Total B&F CONSTRUCTION CODE SERVICES INC:			425.00		
BATEMAN LAW OFFICES, LTD					
090921	AA HEARINGS	09/09/2021	427.50		01-21-5230
Total BATEMAN LAW OFFICES, LTD:			427.50		
BLUE CROSS BLUE SHIELD					
091621	BCBS ADMIN	09/16/2021	2,174.45		01-12-5060
091621	BCBS FIN	09/16/2021	609.39		01-14-5060
091621	BCBS PD	09/16/2021	18,181.21		01-21-5060
091621	BCBS BLDG	09/16/2021	1,652.97		01-25-5060
091621	BCBS PW	09/16/2021	5,026.78		01-31-5060
091621	BCBS EMP CONTRIB	09/16/2021	1,908.93		27-01-2207
091621	BCBS 03/21 RETIREES INS PMT	09/16/2021	6,448.78		27-01-2210

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
091621	BCBS WTR/SWR	09/16/2021	6,746.78		60-33-5060
Total BLUE CROSS BLUE SHIELD:			42,749.29		
BONNELL INDUSTRIES					
0200220-IN	CHIPPER BOX FOR TRUCK #36	09/15/2021	6,465.00		01-31-5120
Total BONNELL INDUSTRIES:			6,465.00		
BRIAN BOLLINGER					
1225000	FINAL UB CREDIT BALANCE	09/23/2021	65.10		99-00-1005
Total BRIAN BOLLINGER:			65.10		
CINTAS FIRST AID & SAFETY					
409599804	MATS - VH	09/15/2021	26.59		01-12-5110
Total CINTAS FIRST AID & SAFETY:			26.59		
COMCAST					
130620560	COMCAST PD	09/15/2021	415.62		01-21-5320
Total COMCAST:			415.62		
COMCAST BUSINESS					
091721	COMCAST VLG	09/17/2021	393.35		01-12-5320
091721	COMCAST PD	09/17/2021	25.26		01-21-5320
091721	COMCAST W/S	09/17/2021	376.60		60-33-5320
Total COMCAST BUSINESS:			795.21		
DORIS GALLEGOS					
218000	FINAL UB CREDIT BALANCE	09/23/2021	93.84		99-00-1005
Total DORIS GALLEGOS:			93.84		
DOWN TO EARTH LANDSCAPING					
67095	MULCH	09/21/2021	105.00		01-31-5110
67096	MULCH	09/21/2021	105.00		01-31-5110
67097	MULCH	09/21/2021	42.00		01-31-5110
Total DOWN TO EARTH LANDSCAPING:			252.00		
DUNDEE FORD					
841412	FRONT END/BRAKES - PW #24	08/31/2021	3,594.11		60-33-5120
Total DUNDEE FORD:			3,594.11		
DUNDEE MARATHON					
5899736	OKTOBERFEST ICE	09/24/2021	3.57		01-37-5631
5899738	OKTOBERFEST ICE	09/25/2021	7.13		01-37-5631
Total DUNDEE MARATHON:			10.70		
EAST DUNDEE FIRE					
1557	BLACK & GRAY REVIEW	08/04/2021	600.00		01-25-5291
1559	FIRE DISTRICT BOND PAYMEN	09/21/2021	100,000.00		39-01-5876

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total EAST DUNDEE FIRE:			100,600.00		
ELIZABETH WULF					
1183000	FINAL UB CREDIT BALANCE	09/23/2021	79.35		99-00-1005
Total ELIZABETH WULF:			79.35		
ERGOMETRICS & APPLIED PERSONNEL RESEARCH					
140196	NATIONAL TESTING	05/28/2021	782.60		01-21-5290
Total ERGOMETRICS & APPLIED PERSONNEL RESEARCH:			782.60		
EVERYTHING FLORAL					
005511	FLOWER - HEINZ	09/27/2021	85.95		01-12-5630
Total EVERYTHING FLORAL:			85.95		
FUN FUNKY FAB					
3	OKT FEST FACE PAINTING	09/28/2021	93.00		01-37-5630
Total FUN FUNKY FAB:			93.00		
GARDINER KOCH WEISBERG & WRONA					
5038	LEGAL SERVICES	09/13/2021	1,110.00		01-12-5230
Total GARDINER KOCH WEISBERG & WRONA:			1,110.00		
HAWKINS, INC.					
6023396	WW CHEMICALS	09/15/2021	2,658.22		60-33-5651
Total HAWKINS, INC.:			2,658.22		
HEINZ, GERALD & ASSOC.					
19910	MISC ENGINEERING	10/01/2021	620.00		01-31-5220
19922	MADISON-WENDT	08/31/2021	804.00		01-31-5220
19920	2021 STREET PROGRAM	08/31/2021	1,317.50		28-01-5950
19911	GRANT NATIONAL TOOL	08/31/2021	3,957.00		32-38-5940
19918	GRANT NATIONAL TOOL	08/31/2021	155.00		32-38-5940
19921	543 MADISON ENGINEERING	08/31/2021	77.50		85-01-2025
19915	855 E MAIN STREET	08/31/2021	1,641.00		85-01-2380
19916	250 PATRICIA LANE	08/31/2021	930.00		85-01-2393
19914	590 HEALY	08/31/2021	310.00		85-01-2395
19917	CHICAGO NUT AND BOLT	08/31/2021	155.00		85-01-2396
19919	MID AMER ELEVATOR	08/31/2021	387.50		85-01-2399
19913	HIGHSTREET DEV	08/31/2021	2,247.50		85-01-2401
Total HEINZ, GERALD & ASSOC.:			12,602.00		
HELPING HAND IT					
21-38420	IT SERVICES	09/15/2021	2,127.90		01-12-5286
21-38512	IT SERVICES	09/23/2021	2,089.50		01-12-5286
21-38420	VIL ADMINSTRATOR LAPTOP	09/15/2021	2,054.36		01-12-5611
Total HELPING HAND IT:			6,271.76		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
HOME DEPOT					
3753 091321	CONCRETE	09/13/2021	28.20		01-31-5630
3753 091321	PUMP FOR WATERING BASKET	09/13/2021	142.98		01-31-5630
3753 091321	SCARCROW SUPPLIES	09/13/2021	107.44		01-37-5790
3753 091321	VH BREAK ROOM	09/13/2021	28.35		32-15-5948
Total HOME DEPOT:			306.97		
ILLINOIS PUBLIC RISK FUND					
65667	W/C ADMIN	09/14/2021	580.80		01-12-5520
65667	W/C FIN	09/14/2021	435.48		01-14-5520
65667	W/C PD	09/14/2021	2,372.76		01-21-5520
65667	W/C BLDG	09/14/2021	290.37		01-25-5520
65667	W/C W/S	09/14/2021	441.30		01-31-5520
65667	W/C PW	09/14/2021	420.29		60-33-5520
Total ILLINOIS PUBLIC RISK FUND:			4,541.00		
ILLINOIS STATE POLICE BUREAU OF ID					
IL045040L 080	LIQ LIC BG CHECK	08/01/2021	28.25		01-12-5290
Total ILLINOIS STATE POLICE BUREAU OF ID:			28.25		
IPPFA					
3350	2022 MEMBERSHIP	09/24/2021	795.00		01-21-5410
Total IPPFA:			795.00		
JOSEPH JEDD					
208000	FINAL UB CREDIT BALANCE	09/23/2021	49.46		99-00-1005
Total JOSEPH JEDD:			49.46		
KLEIN, THORPE AND JENKINS, LTD					
07152021	PROF SERV GEN	07/15/2021	13,648.12		01-12-5230
07152021	POLICE LEGAL SERV	07/15/2021	1,102.00		01-21-5230
07152021	PW LEGAL SERV	07/15/2021	186.00		01-31-5230
07152021	PW LEGAL SERV	07/15/2021	120.00		60-33-5230
07152021	590 HEALY RD	07/15/2021	264.00		85-01-2395
07152021	HIGHSTREET DEV	07/15/2021	242.00		85-01-2401
Total KLEIN, THORPE AND JENKINS, LTD:			15,562.12		
MARTELLE WATER TREATMENT INC					
22222	WATER TREATMENT	09/15/2021	453.30		60-33-5650
Total MARTELLE WATER TREATMENT INC:			453.30		
MARY ELLEN MAZZUCA					
230000	FINAL UB CREDIT BALANCE	09/23/2021	95.12		99-00-1005
Total MARY ELLEN MAZZUCA:			95.12		
MENARDS - CARPENTERSVILLE					
79771	WALL CLOCK VH	09/20/2021	6.99		01-12-5630
79771	OKT FEST SUPPLIES	09/20/2021	29.06		01-37-5630
79876	OKT FEST SUPPLIES	09/23/2021	20.07		01-37-5631

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
79876	WTP	09/23/2021	4.94		60-33-5630
Total MENARDS - CARPENTERSVILLE:			61.06		
MIDWEST SALT					
P459095	WTP SOFTNER SALT	09/14/2021	2,434.55		60-33-5650
Total MIDWEST SALT:			2,434.55		
NATHAN ISAACSON					
1755000	FINAL UB CREDIT BALANCE	09/23/2021	130.64		99-00-1005
Total NATHAN ISAACSON:			130.64		
NICOR GAS					
092321	SEWER - NICOR	09/23/2021	171.13		60-33-5510
Total NICOR GAS:			171.13		
OTTOSEN DINOLFO HASENBALG & CASTALDO					
138340	POL COMM SERVICES	08/31/2021	270.00		01-21-5230
Total OTTOSEN DINOLFO HASENBALG & CASTALDO:			270.00		
PAUL SWEIGERT					
103	OKT FEST DRONE FOOTAGE	09/27/2021	75.00		01-37-5630
Total PAUL SWEIGERT:			75.00		
POINT EMBLEMS					
12024	POLICE GIVEAWAY	09/15/2021	930.00		01-21-5580
Total POINT EMBLEMS:			930.00		
PRINCIPAL FINANCIAL GROUP					
091621	PRINCIPAL ADMIN	09/16/2021	241.36		01-12-5060
091621	PRINCIPAL FIN	09/16/2021	69.02		01-14-5060
091621	PRINCIPAL PD	09/16/2021	1,417.68		01-21-5060
091621	PRINCIPAL BLDG	09/16/2021	130.22		01-25-5060
091621	PRINCIPAL PW	09/16/2021	416.21		01-31-5060
091621	PRINCIPAL EMPL CONTRIB	09/16/2021	480.80		27-01-2208
091621	PRINCIPAL WTR/SWR	09/16/2021	564.15		60-33-5060
Total PRINCIPAL FINANCIAL GROUP:			3,319.44		
QUADIENT LEASING USA, INC					
N8933129	POST LEASE ADMIN	06/26/2021	64.01		01-12-5680
N8933129	POST LEASE FIN	06/26/2021	64.01		01-14-5680
N8933129	POST LEASE PD	06/26/2021	64.01		01-21-5680
N8933129	POST LEASE BZ	06/26/2021	64.01		01-25-5680
N8933129	POST LEASE EVENTS	06/26/2021	64.01		01-37-5680
N8933129	POST LEASE WS	06/26/2021	128.03		60-33-5680
Total QUADIENT LEASING USA, INC:			448.08		
RACHEL SMITH					
1758000	FINAL UB CREDIT BALANCE	09/23/2021	23.59		99-00-1005

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
Total RACHEL SMITH:			23.59		
ROCCO LABELLARTI					
1487002	FINAL UB CREDIT BALANCE	09/23/2021	48.36		99-00-1005
1487003	FINAL UB CREDIT BALANCE	09/23/2021	12.42		99-00-1005
Total ROCCO LABELLARTI:			60.78		
SALEEM MOHAMMED					
937000	FINAL UB CREDIT BALANCE	09/23/2021	100.00		99-00-1005
Total SALEEM MOHAMMED:			100.00		
SANTA'S VILLAGE					
19912	SANTA'S VILLAGE	08/31/2021	155.00		85-01-2389
Total SANTA'S VILLAGE:			155.00		
STAPLES ADVANTAGE					
8063629174	OFFICE SUPPLIES PD	09/18/2021	63.07		01-21-5610
Total STAPLES ADVANTAGE:			63.07		
SUBURBAN ELEVATOR					
7153367037	ELEVATOR SERV	09/21/2021	330.40		01-21-5121
8105737839	QUATERLY PREVENTIVE MAINT	10/01/2021	518.73		01-21-5121
Total SUBURBAN ELEVATOR:			849.13		
THE BLUE LINE					
42178	PTO RECRUITING AD	09/23/2021	298.00		01-12-5290
Total THE BLUE LINE:			298.00		
ULINE					
138718686	SUPPLIES	09/15/2021	308.16		01-31-5630
Total ULINE:			308.16		
US BANK/VOYAGER FLEET SYSTEMS, INC.					
091621	POLICE FUEL	09/16/2021	3,211.21		01-21-5620
091621 - 1	GAS PW	09/16/2021	2,166.27		01-31-5620
091621 - 1	GAS WTR/SWR	09/16/2021	393.89		60-33-5620
Total US BANK/VOYAGER FLEET SYSTEMS, INC.:			5,771.37		
VERIZON WIRELESS					
9888082831	VERIZON ADMIN	09/10/2021	155.67		01-12-5320
9888082831	VERIZON FIN	09/10/2021	56.61		01-14-5320
9888082831	VERIZON PD	09/10/2021	195.20		01-21-5320
9888082831	VERIZON B&Z	09/10/2021	56.61		01-25-5320
9888082831	VERIZON PW	09/10/2021	255.06		01-31-5320
9888082831	VERIZON SWR/WTR	09/10/2021	244.31		60-33-5320
Total VERIZON WIRELESS:			963.46		

Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account Number
WAGEWORKS, INC					
3047620	HEALTHCARE BENEFIT	09/15/2021	158.00		01-12-5060
Total WAGEWORKS, INC:			158.00		
WILLIAM GROSS					
1135000	FINAL UB CREDIT BALANCE	09/23/2021	42.92		99-00-1005
Total WILLIAM GROSS:			42.92		
WINZER FRANCHISE COMPANY					
6978679	OPERATING SUPPLIES	09/17/2021	691.92		01-31-5630
Total WINZER FRANCHISE COMPANY:			691.92		
XYLEM WATER SOLUTIONS USA					
B85412	HILL ST LS - EQUIP	08/13/2021	1,183.00		01-31-5140
B86401	HILL ST LS - PUMP	08/20/2021	8,765.01		01-31-5140
B85412	HILL ST LS - EQUIP	08/13/2021	1,183.00		60-33-5952
B86401	HILL ST LS - PUMP	08/20/2021	8,765.01		60-33-5952
Total XYLEM WATER SOLUTIONS USA:			19,896.02		
Grand Totals:			407,377.36		

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.