



*Village of Faith*

# Village of Lemont

418 Main Street • Lemont, Illinois 60439

## VILLAGE BOARD MEETING

JULY 23, 2012 - 7:00 P.M.

### AGENDA

#### Mayor

Brian K. Reaves

#### Village Clerk

Charlene M. Smollen

#### Trustees

Debby Blatzer  
Paul Chialdikas  
Clifford Miklos  
Rick Sniegowski  
Ronald Stapleton  
Jeanette Virgilio

#### Administrator

Benjamin P. Wehmeier

#### Administration

phone (630) 257-1590  
fax (630) 243-0958

#### Building Department

phone (630) 257-1580  
fax (630) 257-1598

#### Planning & Economic Development

phone (630) 257-1595  
fax (630) 243-0958

#### Engineering Department

phone (630) 243-2705  
fax (630) 257-1598

#### Finance Department

phone (630) 257-1550  
fax (630) 257-1598

#### Police Department

14600 127th Street  
phone (630) 257-2229  
fax (630) 257-5087

#### Public Works

16680 New Avenue  
phone (630) 257-2532  
fax (630) 257-3068

[www.lemont.il.us](http://www.lemont.il.us)

- I. PLEDGE OF ALLEGIANCE
- II. ROLL CALL
- III. CONSENT AGENDA (RC)
  - A. APPROVAL OF MINUTES
    1. JULY 9, 2012 VILLAGE BOARD MEETING
  - B. APPROVAL OF DISBURSEMENTS
  - C. ORDINANCE AMENDING LEMONT MUNICIPAL CODE CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES (INCREASING NUMBER OF CLASS C-4 LIQUOR LICENSES)  
(ADMINISTRATION)(REAVES)(WEHMEIER/SCHAFER)
- IV. MAYOR'S REPORT
  - A. POLICE DEPARTMENT AWARDS
  - D. AUDIENCE PARTICIPATION
- V. CLERK'S REPORT
  - A. CORRESPONDENCE
  - B. ORDINANCES
  - C. RESOLUTIONS
    1. RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR THE 2012 MFT RESURFACING & PAVEMENT STRIPING PROGRAM PROJECT  
(PUBLIC WORKS)(BLATZER)(PUKULA)
    2. RESOLUTION AUTHORIZING ADOPTION OF A LABOR AGREEMENT BETWEEN VILLAGE OF LEMONT AND METROPOLITAN ALLIANCE OF POLICE, LEMONT POLICE CHAPTER #39.  
(ADMIN./PD)(REAVES/MIKLOS)(WEHMEIER/SCHAFER/SHAUGHNESSY)
- VI. VILLAGE ATTORNEY REPORT
- VII. VILLAGE ADMINISTRATOR REPORT
- VIII. BOARD REPORTS

- IX. STAFF REPORTS**
- X. UNFINISHED BUSINESS**
- XI. NEW BUSINESS**
- XII. MOTION FOR EXECUTIVE SESSION (RC)**
- XIII. ACTION ON CLOSED SESSION ITEMS**
- XIV. MOTION TO ADJOURN (RC)**

**MINUTES**  
**VILLAGE BOARD MEETING**  
**July 9, 2012**

The regular meeting of the Lemont Village Board was held on Monday, July 9, 2012, at 7:00 p.m., President Brian Reaves presiding.

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

Roll call: Virgilio, Chialdikas, Miklos, Sniogowski, Stapleton: present. Blatzer absent.

**III. CONSENT AGENDA**

Motion by Miklos, seconded by Chialdikas, to approve the following items on the consent agenda by omnibus vote:

**A. Approval of Minutes**

1. June 25, 2012 Village Board Meeting.

**B. Approval of Disbursements**

Roll call: Virgilio, Chialdikas, Miklos, Sniogowski, Stapleton; 5 ayes. Motion passed. Blatzer absent.

**IV. MAYOR'S REPORT**

**A.** Presentation for Kops-n-Kidz T-shirt Design Winner.

**B.** Mid September is the approximate time of the utility aggregation switch. Residents will be notified by mail of the supplier that was chosen and the rate.

**C. AUDIENCE PARTICIPATION**

**V. CLERK'S REPORT**

**A. Correspondence**

**B. Ordinances**

1. **O-48-12** Amending the Lemont Municipal Code (Title 5-Business Taxes, Licenses and Regulations and Title 9 – Public Peace, Morals and Welfare). Motion by Stapleton, seconded by Chialdikas, to adopt said ordinance. Roll call: Virgilio, Chialdikas, Miklos, Sniogowski, Stapleton; 5 ayes. Motion passed. Blatzer absent.

**C. Resolutions**

1. **Resolution R-38-12** Authorizing the Village Administrator to Enter into an Agreement with Ehlers and Associates to Produce a TIF Study for Amending the Gateway TIF District. Motion by Miklos, seconded by Sniogowski to adopt said resolution. Roll call: Virgilio, Chialdikas, Miklos, Sniogowski, Stapleton; 5 ayes. Motion passed. Blatzer absent.
2. **Resolution R-39-12** Accepting Bids for Village Hall Rehabilitation Project. Virgilio, Chialdikas, Miklos, Sniogowski, Stapleton; 5 ayes. Motion passed. Blatzer absent.

**VI. VILLAGE ATTORNEY REPORT**

**VII. VILLAGE ADMINISTRATOR REPORT**

**VIII. BOARD REPORTS**

**Trustee Virgilio** – Heritage Fest is this Saturday from 1-11 p.m. There will be a bike parade at 1:00 p.m. A childrens zip line will be available this year. Several bands will be scheduled throughout the day.

**IX. STAFF REPORTS**

**Public Works** – The McCarthy Road project will begin this week. The Derby triangle project has been postponed again. The Village has done all they can do, so now we have to wait for the project to start.

**Police Department** –Our weather alert sirens were hacked by an unauthorized user to activate them. Commander Greg Smith will be leaving for Quantico for a ten week training course.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

- 1. Sound Walls** – There was a general discussion of sound walls.

**XII. EXECUTIVE SESSION**

Motion by Stapleton, seconded by Miklos, to move into Executive Session(s) for the purpose of discussing Threatened Litigation. Roll call: Virgilio, Chialdikas, Miklos, Sniegowski, Stapleton; 5 ayes. Motion passed. Blatzer absent.

**XIII. ACTION ON CLOSED SESSION ITEMS**

There being no further business, a motion was made by Stapleton, seconded by Miklos, to adjourn the meeting at 8:40 p.m. Voice vote: 5 ayes. Motion passed. Blatzer absent.

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 NITE LITE SIGNS & BALLOONS, IN	41763-2	10-20-60701	KOPS N KIDZ	742.50	742.50
01 A-CREATIONS	12-07-25	10-20-60701	T-SHIRTS	688.80	688.80
01 ACCURINT	1354915-2012063	10-20-60110	SEARCHES	81.00	81.00
01 ADVANCED MOVING & STORAGE, INC	40	13-00-70700	MOVING FEE	811.50	811.50
01 AMEREN ENERGY MARKETING				29535.80	
	9085312061	22-10-54150	JUN 2012 SVC	909.70	
	9085312061	22-05-54400	JUN 2012 SVC	28140.77	
	9085312061	72-00-57450	JUN 2012 SVC	485.33	
01 AT&T				271.40	
	630257159806	10-90-53900	V.H. CABLE/INTERN	131.78	
	630257247406	10-90-53900	P.D. CABLE/INTERN	139.62	
01 AVALON PETROLEUM COMPANY				9566.77	
	013246	10-17-61500	925 GALS DSL	2802.76	
	449082	10-17-61500	1275 GALS UNL	3774.01	
	449549	10-17-61500	1000 GALS UNL	2990.00	
01 ASPEN VALLEY LANDSCAPE				512.00	
	109201	10-15-60900	SAND	256.00	
	109275	10-15-60900	SAND	256.00	
01 BRANIFF COMMUNICATIONS INC				1831.28	
	0025208	10-60-57000	EMERG SVC CALL	1195.00	
	0025232	10-60-57000	SIREN REP 115TH/B	636.28	
01 BRETT EQUIPMENT				96.39	
	212971	10-17-61100	PARTS	96.39	
01 SUSAN M. BRUCE				31.49	
	12-07-16	10-53-68010	TARGET PHONE	31.49	
01 BATTERY SERVICE CORPORATION				184.50	
	223305	10-17-61100	BATTERY	151.00	
	223719	10-17-61100	TRACTOR BATTERY	33.50	
01 BUXTON COMPANY				1250.00	
	034074	10-90-56600	SCOUT MKTG SVC	1250.00	
01 CARGILL INC-SALT DIVISION				53204.04	
	2900623880	40-00-60900	ROAD SALT	19214.93	
	2900626154	40-00-60900	ROAD SALT	12970.93	
	2900628491	40-00-60900	ROAD SALT	6451.15	
	2900630724	40-00-60900	ROAD SALT	14567.03	
01 CATALINA CUSTOM CARTS				85.00	
	1219501	10-53-58000	HERF-12 X GOLF CA	85.00	
01 COMCAST CABLE				1297.52	
	12-06-8896	10-90-53900	P.W. CABLE/INTERN	190.50	
	12-07-9805	80-00-70100	V.H. CABLE/INTERN	228.02	
	12/07-0768	13-00-70700	CENTRAL SCHL CABL	415.90	
	12/07-2700	10-35-57515	6/7-7/6	231.55	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12/07-2700	10-35-57515	7/7-8/6		231.55
01 CLOSED CIRCUIT INNOVATIONS				730.00	
5034		80-00-70100	V.H. SECURITY CAM		205.00
5034		72-00-57000	P.G. SECURITY CAM		200.00
5034		75-00-57000	M.L. SECURITY CAM		325.00
01 CCP INDUSTRIES INC				320.20	
IN00928785		10-15-60900	PT, TP, AF		320.20
01 CINTAS DOCUMENT MANAGEMENT				187.71	
DD25151918		10-10-60100	SHREDDING		62.57
DD25152706		10-10-60100	SHREDDING		62.57
DD25153103		10-10-60100	SHREDDING		62.57
01 COW GOVERNMENT LLC				729.12	
M001512		80-00-70100	SOFTWARE LICENSIN		729.12
01 COMED				206.69	
12/05-3026		22-10-54150	OAK TREE LN		158.17
12/07-0229		10-15-53000	ATHEN KNOLL		23.37
12/07-2063		10-15-53000	K A STEEL PATH		24.90
12/07-3016		10-15-53000	LATE PMT CHG		.25
01 C.E.S.				525.12	
ROM/016676		40-00-60900	LIGHT PARTS		525.12
01 CHASE				1986.94	
060212-070112		10-00-28040	TURNABOUT		54.00
060212-070112		10-00-29050	NETWORK SOLUTIONS		299.97
060212-070112		10-05-52100	WCGL GOLF OUTING		700.00
060212-070112		10-10-52100	MEETING MEALS		122.33
060212-070112		10-20-52100	IACP CONFERENCE		275.00
060212-070112		10-20-52100	DUNKIN' DONUTS		99.92
060212-070112		10-20-60100	VARIOUS		127.81
060212-070112		10-20-60110	CAMERA FLASH		255.00
060212-070112		10-35-61015	MENARDS		37.91
060212-070112		10-90-60601	EMMA SUBSCR FEE		15.00
01 CASTLETOWN HOMES INC				1000.00	
110490		10-00-28200	R-12942 WATERFORD		1000.00
01 CITY OF DEKALB				100.00	
2798003		22-00-20005	REFUND PAYMENT		100.00
01 CLASSLINE INC				529.85	
041307		10-35-61015	PT, TP, CLNRS		529.85
01 COURTNEY'S SAFETY LANE				96.00	
052372		10-17-57000	SAFETY INSPECTION		96.00
01 CURRIE MOTORS				540.00	
349137		10-17-57000	REPAIR PW1894		540.00
01 CONSTRUCTION AHEAD EXTERIORS				1000.00	
120308		10-00-28200	R-13589 MAIN ST		1000.00
01 CARIBBEAN POOLS INC				2000.00	
110710		10-00-28200	R-13038 SUNRISE D		1000.00
120055		10-00-28200	R-13097 BALLYCAST		1000.00
01 CHICAGO PARTS SOUND, LLC				455.78	

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	461805	10-17-61100	PARTS		455.78
01 CHIEF SUPPLY CORPORATION				171.79	
101158	10-20-61200	FLASHLIGHTS			171.79
01 CIVIC PLUS				1102.50	
99806	80-00-70100	WEBSITE MAINT			1102.50
01 CIRCLE TRACTOR				629.00	
17675	10-15-61300	WEED EATERS, BLOW			629.00
01 DON MORRIS ARCHITECTS PC				1550.00	
06-12 INSP	10-25-56550	JUNE 2012			1550.00
01 DUSTCATCHERS, INC.				136.63	
41899	10-35-57500	FLOOR MATS			74.73
42728	10-35-57515	FLOOR MATS			61.90
01 ERNIE LOBERG CONSTRUCTION CO				1000.00	
120056	10-00-28200	R-1210 STATE ST			1000.00
01 ENVIRO-TEST INC.				120.00	
12-129047	22-05-56700	SAMPLES			120.00
01 EXELON ENERGY INC				2301.17	
201411100040	10-15-53000	STEPHEN ST, SANI			21.01
201411200040	10-15-53000	164 E PEIFFER			110.19
201411300040	10-15-53000	RT 25, 1080 NORWA			1875.29
201411500040	10-15-53000	STEPHEN ST, ALLEY			294.68
01 FASTENAL COMPANY				25.65	
ILROM31694	10-17-61300	HARDWARE			25.65
01 FEDERAL EXPRESS CORP				106.96	
7-934-43367	10-10-52300	SHIPPING			106.96
01 WRIGHT EXPRESS FSC				340.96	
29847805	10-17-61500	OUTSIDE PURCHASES			340.96
01 FLEET SAFETY SUPPLY				333.58	
55695	10-17-61100	PARTS			333.58
01 AKZO NOBEL PAINTS LLC				626.40	
0364-305145	22-10-60650	PAINT			419.60
0487-300399	22-10-60650	PAINT			206.80
01 GLOBALCOM INC				2110.99	
11506529	10-90-53900	LONG DISTANCE			2110.99
01 GT MECHANICAL INC				6028.00	
1200012651	10-15-57000	PREM 4TH OF 4			2703.00
1200012662	10-35-57500	HVAC MAINT AGR 20			3325.00
01 GUARANTEED TECH SERV & CONSULT				11118.75	
2010418	80-00-70100	IT SUPPORT			1840.00
2010447	80-00-70100	SPAM SVC			3040.00
2010452	13-00-70700	RELOCATION IT SUP			6238.75
01 PEGGY HALPER				182.00	
0038	10-00-29400	PZC MINS CASE 12-			62.82
0038	10-30-52400	PZC MINS 6/20 MTG			119.18
01 HOMER INDUSTRIES LLC				50.00	
S48027	10-15-52900	BRANCHES/BRUSH			50.00
01 ILLINOIS CRIME PREVENTION ASSO				100.00	

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PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	2013	10-20-52200	7/1/12-6/30/13	100.00	
01 ILLINOIS EPA				1000.00	
12-06-20		22-15-54110	7/1/12-6/30/13 PE	1000.00	
01 ILLINOIS TOLLWAY				13.30	
G12441859		10-15-57400	TOLLS	13.30	
01 IMAGEICON LLC				75.00	
30149		10-30-56450	MKTG PHOTO	75.00	
01 INKWELL LTD				242.66	
58366		22-05-60100	VARIOUS ITEMS	138.71	
58379		10-20-60100	INK	103.95	
01 ILLINOIS REGIONAL AIR SUPPORT				500.00	
2012-69		10-00-28035	AIR 2 HELICOPTER	500.00	
01 IRMA				1350.00	
IVC0008338		10-15-52100	DRIVER TRAINING	1350.00	
01 IMPERIAL SERVICE SYSTEMS, INC				1862.34	
59247		10-35-57500	JUL 12 CLEANING	656.00	
59247		10-35-57505	JUL 12 CLEANING	34.00	
59247		75-00-57350	JUL 12 CLEANING	34.00	
59247		72-00-57000	JUL 12 CLEANING	34.00	
59247		10-35-57515	JUL 12 CLEANING	931.00	
59462		10-35-61000	BATHROOM SUPPLIES	173.34	
01 INTEGRATED WAREHOUSE SYSTEMS				2090.00	
9828		22-05-70200	WORK BENCHES	2090.00	
01 JCM UNIFORMS				437.54	
668749		10-20-61400	T THOMPSON	140.70	
669067		10-20-61400	J BOYER	43.50	
669069		10-20-61400	OFC J TRUHLAR	187.39	
669070		10-20-61400	G PADALIK	65.95	
01 CHARITY JONES				14.85	
12-07-16		10-30-52100	I-355 CORR MTG	14.85	
01 ARNOLD A KALNINS				161.00	
12-07-16		10-53-68010	COMMISSIONS	161.00	
01 CHICAGO MATERIALS CORP.				114.49	
89335MB		40-00-60900	BLACKTOP	114.49	
01 BETTY KIRK				72.00	
2		10-53-68010	TEACHING	72.00	
01 HEATHER KNIES				100.00	
12-06-29		10-53-68010	TEACHING	100.00	
01 LEMONT CHAMBER OF COMMERCE				560.00	
12-07-13		10-05-52100	GOLF OUTING	560.00	
01 JAYSON LAWFER				14.00	
12-07-16		10-53-68010	COMMISSIONS	14.00	
01 LEMONT EXPRESS CAR WASH				164.00	
1407		10-20-57000	41 CAR WASHES	164.00	
01 LINA EMBROIDERY				85.00	
12-06-29		10-20-60701	POLOS	85.00	
01 LEMONT PARK DISTRICT				10000.00	



PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	7312	10-90-61600	FIREWORKS	10000.00	
01 LUDWIG'S INC	12-06-06	10-20-60600	CANIDAE	34.99	34.99
01 LANGE'S WOODLAND FLOWERS	29176	10-10-60100	FLORAL ARR	62.50	62.50
01 MARTINO CONCRETE COMPANY	1226	10-00-28500	SMITH FARM SIDEWA	6500.00	6500.00
01 MENARD'S	21267	10-15-60900	WEED KILLER	309.46	271.93
	21992	10-15-60900	WEED KILLER		37.53
01 MCKEOWN LAW FIRM	12-06-30	10-90-56440	JUNE 2012 SVCS	1093.75	1093.75
01 MIDWEST SUPPLY OF MINNESOTA	13827	22-05-60850	BOLTS	412.60	412.60
01 NAPA AUTO PARTS	070361	10-17-61100	PARTS SUBSCR SVC	149.00	149.00
01 NORTH AMERICAN SALT CO	70850838	22-05-61050	SALT	2249.38	2249.38
01 NORTH EAST MULTI-REGIONAL TRAI	159528	10-20-52100	D DYKSHORN TRNG	225.00	225.00
01 NICOR GAS	12/06-20008	22-05-54400	WELL #3	27.27	27.27
01 NICOLET NATURAL SE INC	437744	10-35-61000	WATER DELY	63.25	63.25
01 NEW WORLD SYSTEMS CORPORATION	020909	13-00-70100	SOFTWARE CONTRACT	34600.00	34600.00
01 OTIS ELEVATOR CO	CYS05747312	10-35-57515	3/1/12-2/28/13 SV	3339.14	3339.14
01 OLDE ENGLISH GARDENS LLC	2684	10-15-57400	LANDSCP MAINT	2075.00	2075.00
01 OFFICEMAX INCORPORATED	576591	13-00-70700	MOVING SUPPLIES	101.02	29.98
	576591	10-10-60100	FACIAL TISSUE		1.69
	957603	10-10-60100	COFFEE, ENVELOPES		69.35
01 OCCUPATIONAL HEALTH CENTERS	1006822642	10-90-56500	EE PX	300.50	100.00
	1006833851	10-90-56500	2 EE PX		200.50
01 PARK HILL DEVELOPMENT INC	110283	10-00-28200	R-1365 NOTRE DAME	1500.00	1000.00
	110283T	10-00-28210	R-1365 NOTRE DAME		500.00
01 MONA PARRY	101	10-53-68010	TEACHING	64.15	30.00
	12-07-16	10-53-68010	MICHAELS PAINTS		34.15
01 PITNEY BOWES INC	300011	13-00-70700	RE-CONNECT METER	667.00	667.00
01 PETTY CASH - POLICE DEPT	12-07-16	10-20-52100	SUPPLIES	400.90	133.42

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	12-07-16	10-20-52300	LEMONT P.O.	11.80	
	12-07-16	10-20-57000	VEHICLES	59.29	
	12-07-16	10-20-60100	PRISONER MEALS, E	172.83	
	12-07-16	10-20-60701	BOTTLED WATER	13.56	
	12-07-16(2)	10-60-57000	TB LICENSE PLATE	10.00	
01 PECINA, DONNA				233.23	
	12-07-13	10-53-58000	HERF-12 OFFICE MA	29.22	
	12-07-14	10-53-58000	HERF-12 S&S ACTIV	119.99	
	12-07-14	10-53-58000	HERF-12 TRSF EXPR	84.02	
01 PERSPECTIVES				1633.50	
	73847	10-90-53100	EAP SVCS	1633.50	
01 P & G KEENE ELECTRICAL				218.00	
	179022	10-17-61100	PARTS	218.00	
01 PORTABLE JOHN INC				1030.24	
	A-179089	10-53-60110	HERQ-12 TOILETS	188.16	
	A-179246	10-53-58500	FMKT-12 TOILET	94.08	
	A-179522	10-53-58000	HERF-12 TOILETS	748.00	
01 MARGARET POPLAWSKI				150.00	
	002	10-53-68010	TEACHING	150.00	
01 Q&M SOUNDS, INC				350.00	
	2012005	10-20-60701	DJ-KOPS N KIDZ	350.00	
01 RAGS ELECTRIC				2619.70	
	4827-94	40-00-60900	LEMONT RD BRIDGE	1000.00	
	8198	10-35-57500	416 MAIN LIGHTS	602.16	
	8226	10-15-57400	LIGHT REPAIR	357.21	
	8234	13-00-70700	NEMAT OFC REPAIRS	660.33	
01 RAINBOW PRINTING				79.95	
	409030	10-20-52500	RECEIPTS	79.95	
01 ROD BAKER FORD				1503.42	
	114843	10-17-61100	PARTS	300.07	
	114852	10-17-61100	PARTS	559.95	
	114854	10-17-61100	PARTS	85.68	
	114928	10-17-61100	PARTS	557.72	
01 RCM DATA CORPORATION				538.76	
	IN39112	13-00-70700	RELOCATE COPIER	100.00	
	IN39127	10-10-60100	PHASER 7760	438.76	
01 ROBERT I. BROWN				200.00	
	4256	13-00-70700	LIPS SFTWR RELOCA	200.00	
01 EVOLUTION INTERIORS, LLC				1100.00	
	68130	13-00-70700	MOVE FURNITURE	1100.00	
01 AUDREY ROMO				25.00	
	12-07-14	10-53-58000	REFUND VENDOR FEE	25.00	
01 KAREN SCHERMAN				11.55	
	12-07-14	10-53-58000	PARTY CITY	11.55	
01 SOUTHWEST DIGITAL PRINTING				12995.00	
	07-09MACH	13-00-70700	FORMAT 300 SCNR	12995.00	
01 SUREFIRE AUTO PARTS				56.10	

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	250531	10-20-57000	CLEANING SUPPLIES	9.18	
	253443	10-20-57000	CLEANING SUPPLIES	46.92	
01 SUBURBAN LIFE PUBLICATIONS				1300.04	
	574614	10-53-58500	FMKT-12 AD	178.00	
	575453	10-10-52450	COMM CRNR 6/11	320.00	
	575522	10-53-58500	FMKT-12 AD	178.00	
	576369	10-53-58500	FMKT-12 AD	120.00	
	576388	10-10-52400	LEGAL NOTICE	384.04	
	577274	10-53-58500	FMKT-12 AD	120.00	
01 SECRETARY OF STATE				99.00	
	8014356	10-20-57000	04 DODGE PLATES	99.00	
01 SWAHM POOL				82266.21	
	12-06-30	10-90-53100	JUNE 12 PREMIUMS	61602.31	
	12-06-30	22-15-53100	JUNE 12 PREMIUMS	19453.36	
	12-06-30	10-00-29550	JUNE 12 PREMIUMS	1210.54	
01 TOSHIBA FINANCIAL SERVICES				343.10	
	57420352	10-15-57000	COPIER LEASE	343.10	
01 CARLA CARDONA-TAPIA				130.00	
	12-07-16	10-53-68010	TEACHING	130.00	
01 TOSHIBA FINANCIAL SERVICES				291.20	
	207521535	10-20-70200	3500C COPIER	291.20	
01 T.P.I.				10664.86	
	6276	13-00-70700	PLAN REVIEW	1445.00	
	6276	10-25-56400	JUNE 2012	6479.86	
	6276	10-25-56550	JUNE 2012	2740.00	
01 TRESSLER, LLP				9400.00	
	307207/8/9	10-90-56410	JUNE 2012 SVC	6208.00	
	307207/8/9	10-50-56400	JUNE 2012 SVC	1551.00	
	307207/8/9	45-20-517300	JUNE 2012 SVC	445.50	
	307207/8/9	33-00-56600	JUNE 2012 SVC	1195.50	
01 UZNANSKI CREATIONS PHOTOGRAPHY				32.00	
	12-06-23	10-53-68010	TEACHING	32.00	
01 UNIFIRST CORPORATION				44.67	
	062 0006093	10-17-57000	SHOP TOWEL SVC	44.67	
01 UNITED RADIO COMMUNICATIONS				423.28	
	22868000	10-60-57000	BATTERY	423.28	
01 VERIZON WIRELESS				403.50	
	2766525886	10-90-53900	PD/PW CELL PHONES	403.50	
01 VILLAGE OF ORLAND PARK				65.00	
	10866	10-35-57515	MAY 2012	65.00	
01 VISION SERVICE PLAN (IL)				940.92	
	12-06-19	10-90-53100	JUL 12 VISION	940.92	
01 WASTE MANAGEMENT				24.00	
	4505467-2007-6	10-15-52900	JUNE 2012 SVC	24.00	
01 WILSON RENTAL INC				1032.50	
	19188	10-53-58000	HERF-12 TABLES/CH	1032.50	
01 WATER RESOURCES INC				1870.16	

SYS DATE:07/19/12

VILLAGE OF LEMONT

SYS TIME:11:20

A / P W A R R A N T L I S T

[NW1]

REGISTER # 445

DATE: 07/23/12

Monday July 23,2012

PAGE 8

PAYABLE TO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
	27215	22-05-70200	WATER METERS		1870.16
01 ZEE MEDICAL INC				109.20	
0100580019		10-20-61200	SUPPLIES		109.20
** TOTAL CHECKS TO BE ISSUED				343846.96	

FUND	AMOUNT
GENERAL FUND	162579.36
VILLAGE HALL IMPROVEMENTS	59263.46
WATER & SEWER FUND	57296.52
GATEWAY PROPERTY ACQUISITION	1195.50
MOTOR FUEL TAX	54843.65
ROAD IMPROVEMENT FUND	445.50
PARKING GARAGE FUND	719.33
PARKING LOT FUND	359.00
GENERAL CAPITAL IMPROVEMENTS	7144.64
*** GRAND TOTAL ***	343846.96

=====

A/P MANUAL CHECK POSTING LIST  
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

PAYABLE TO REG NO	INV NO	CHECK DATE G/L NUMBER	CHECK NO DESCRIPTION	AMOUNT	DIST
01 NITE LITE SIGNS & BALLOONS, 490 41855		07/11/12 10-53-58000	67869 HERF-12 ENTERTAIN	1650.00	1650.00
01 AVAYA FINANCIAL SERVICES 490 00030		07/11/12 13-00-70700	67867 RELOCATE PHONE SY	870.31	870.31
01 KATHY DE SIMONE 490 12-06-19		07/09/12 10-53-58000	67862 HERF-12 PONY RIDE	400.00	400.00
01 KATHY DE SIMONE 490 12-06-25		07/09/12 10-20-60701	67863 KOPS N KIDZ PONY	500.00	500.00
01 FBI ACADEMY 490 2012-2013		07/09/12 10-20-52200	67865 ANNUAL DUES	100.00	100.00
01 FBI ACADEMY 490 12-07-16		07/09/12 10-20-52100	67866 STUDENT ASSESSMEN	115.00	115.00
01 KEVIN LAVIN 490 41778		07/11/12 13-00-70700	67868 416 MAIN PAINTING	2170.00	2170.00

\*\* TOTAL MANUAL CHECKS REGISTERED 5805.31

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REPORT SUMMARY

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CASH FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
01	343846.96	5805.31	349652.27
TOTAL CASH	343846.96	5805.31	349652.27

DISTR FUND	CHECKS TO BE ISSUED	REGISTERED MANUAL	TOTAL
10	162579.36	2765.00	165344.36
13	59263.46	3040.31	62303.77
22	57296.52	.00	57296.52
33	1195.50	.00	1195.50

**VILLAGE OF LEMONT  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-4 Liquor Licenses)**

**ADOPTED BY THE  
PRESIDENT AND THE BOARD OF TRUSTEES  
OF THE VILLAGE OF LEMONT  
THIS 23rd DAY OF July, 2012**

**Published in pamphlet form by  
Authority of the President and  
Board of Trustees of the Village of  
Lemont, Counties of Cook, Will and  
DuPage, Illinois, this 23rd day of July, 2012.**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
AMENDING LEMONT MUNICIPAL CODE  
CHAPTER 5.04, SECTION 5.04.080: ALCOHOLIC BEVERAGES  
(Increasing Number of Class C-4 Liquor Licenses)

**WHEREAS**, the Village of Lemont (“Village”) is an Illinois Municipal Corporation pursuant to the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and,

**WHEREAS**, Bottles Liquor Store, operating at 439 Talcott Avenue, previously applied for and was granted a Class C-4 Liquor License;

**WHEREAS**, a review of the Village Code indicates that a scrivener’s error occurred when previously assigning the number of Class-C-4 Liquor Licenses to be issued;

**WHEREAS**, the President and Board of Trustees of the Village of Lemont desire to correct the scrivener’s error by indicating the correct number of Class C-4 liquor licenses.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES** of the Village of Lemont, Illinois:

**SECTION 1:** The above recitals are incorporated in this ordinance as if fully set forth.

**SECTION 2:** The Lemont Municipal Code, Chapter 5, Section 5.04, Subsection 5.04.080 is hereby amended to read as follow in the manner and form shown in strikethrough type below and inserting therein and therefore such new text in the manner and form and shown in underlined bold type below, so that said Section 5.04.080 shall hereafter provide as follows:

5.040.080 License – Fees – Classes of Operator.

\*\*\*

11. Class C-4

(c) The number of Class C-4 licenses issued shall not exceed ~~0~~ **1** licenses.



**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**SECTION 4:** All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed.

**SECTION 5:** The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL, AND DUPAGE, ILLINOIS, on this 23rd day of July, 2012.**

**PRESIDENT AND VILLAGE BOARD MEMBERS:**

	AYES:	NAYS:	ABSENT:	ABSTAIN
<b>Debby Blatzer</b>	_____	_____	_____	_____
<b>Paul Chialdikas</b>	_____	_____	_____	_____
<b>Clifford Miklos</b>	_____	_____	_____	_____
<b>Ron Stapleton</b>	_____	_____	_____	_____
<b>Rick Sniagowski</b>	_____	_____	_____	_____
<b>Jeanette Virgilio</b>	_____	_____	_____	_____

---

**BRIAN K. REAVES**  
**President**

ATTEST:

---

**CHARLENE M. SMOLLEN**  
**Village Clerk**

**to:** Mayor Brian K. Reaves  
Village Board of Trustees

**from:** James L. Cainkar, P.E., P.L.S., Acting Village Engineer

**subject:** 2012 MFT Resurfacing & Pavement Striping Program  
MFT No. 12-00000-01-GM

**date:** July 13, 2012

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**BACKGROUND**

Four (4) bids were received on July 10, 2012 at 10:00 am for the 2012 MFT Resurfacing & Pavement Striping Program Project, which work consists of hot-mix asphalt surface removal and resurfacing; leveling binder (machine method); hot-mix asphalt surface course; Class D Patches; combination curb & gutter removal and replacement; and appurtenant construction. A map of the streets to be resurfaced and the streets to receive pavement striping is attached. The low bidder was K-Five Construction Company, which bid was in the amount of \$194,536.10. The bid was \$42,117.40 (17.80%) below the Engineer's Estimate of \$236,653.50.

**PROS/CONS/ALTERNATIVES**

Award of this bid will have this work completed in a timely and expeditious manner, by time of start of school.

**RECOMMENDATION**

Award of the 2012 MFT Resurfacing & Pavement Striping Program Project to K-Five Construction Company, based on their bid amount \$194,536.10.

**ATTACHMENTS**

- Resolution Authorizing Award of Contract
- Letter of Award Recommendation
- Bid Tabulation listing the bid received, including company name, address and amount of bid
- Map of streets to be resurfaced and areas to be striped

**VILLAGE BOARD ACTION REQUIRED**

Approval of Resolution awarding the contract to K-Five Construction Company.

RESOLUTION \_\_\_\_\_

**RESOLUTION AUTHORIZING AWARD OF CONTRACT  
FOR THE  
2012 MFT RESURFACING & PAVEMENT STRIPING PROGRAM PROJECT**

WHEREAS, the Village of Lemont requires that the 2012 MFT Resurfacing & Pavement Striping Program Project be completed; and

WHEREAS, the Village seeks to utilize the construction firm of K-Five Construction Company. for such work; and

WHEREAS K-Five Construction Company submitted a low bid for such work in the amount of \$194,536.10;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees that the Contract with K-Five Construction Company is hereby approved.

PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COUNTIES OF COOK, WILL AND DuPAGE, ILLINOIS, on this 23<sup>rd</sup> day of July, 2012.

AYES

NAYS

PASSED

ABSENT

Debby Blatzer  
Paul Chialdikas  
Clifford Miklos  
Rick Sniegowski  
Ronald Stapleton  
Jeanette Virgilio

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

Approved by me this 23<sup>rd</sup> day of July, 2012.

A t t e s t:

\_\_\_\_\_  
BRIAN K. REAVES, Village President

\_\_\_\_\_  
CHARLENE SMOLLEN, Village Clerk

Approved as to form: \_\_\_\_\_  
Jeff Stein, Village Attorney

Date: \_\_\_\_\_



# Frank Novotny & Associates, Inc.

825 Midway Drive ♦ Willowbrook, IL ♦ 60527 ♦ Telephone: (630) 887-8640 ♦ Fax: (630) 887-0132

Civil Engineers/  
Municipal Consultants

July 13, 2012

Mr. Ben Wehmeier  
Administrator  
Village of Lemont  
418 Main Street  
Lemont, Illinois 60439

Re: **Village of Lemont**  
**2012 MFT Resurfacing & Pavement Striping Program**  
**MFT No. 12-00000-01-GM**  
**Bid Opening: July 10, 2012 at 10:00 am**

Dear Ben:

Listed below and on the attached "Bid Tabulation", please find the results of the July 10, 2012 bid opening for the above-captioned project. Four (4) bids were received and tabulated, with one error being found that did not affect the bid order. A summary is as follows:

<b>K-Five Construction Company</b> .....	<b>\$ 194,536.10</b>
Brothers Asphalt Paving .....	199,244.60
Crowley-Sheppard Asphalt Company.....	202,782.15
James D. Fiala Paving Company.....	205,933.29
 Engineer's Estimate .....	 <b>\$ 236,653.50</b>

The low bid submitted by K-Five Construction Company, in the amount of \$194,536.10, is \$42,117.40 (17.80%) below the Engineer's Estimate of \$236,653.50. K-Five Construction Company has been prequalified by IDOT to perform this type of work, and has worked in the Village previously. We, therefore, recommend that the Contract be awarded to **K-Five Construction Company, 13769 Main Street, Lemont, IL 60439**, in the amount of **\$194,536.10**.

Should you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

**FRANK NOVOTNY & ASSOCIATES, INC.**

James L. Cainkar, P.E., P.L.S.

JLC/dn  
Enclosure

cc: Mr. Ralph Pukula, Director of Public Works, w/Enc.  
Mr. Gerry Turrise, Water Supt., w/Enc.  
Ms. Linda Molitor, Executive Assistant, w/Enc.  
Mr. Kevin Stallworth, IDOT, w/Enc.  
File No. 12096

**OWNER:**  
**PROJECT DESCRIPTION:**

Village of Lemont  
2012 MFT Resurfacing Program  
MFT #12-00000-01-GM  
July 10, 2012 at 10:00 am

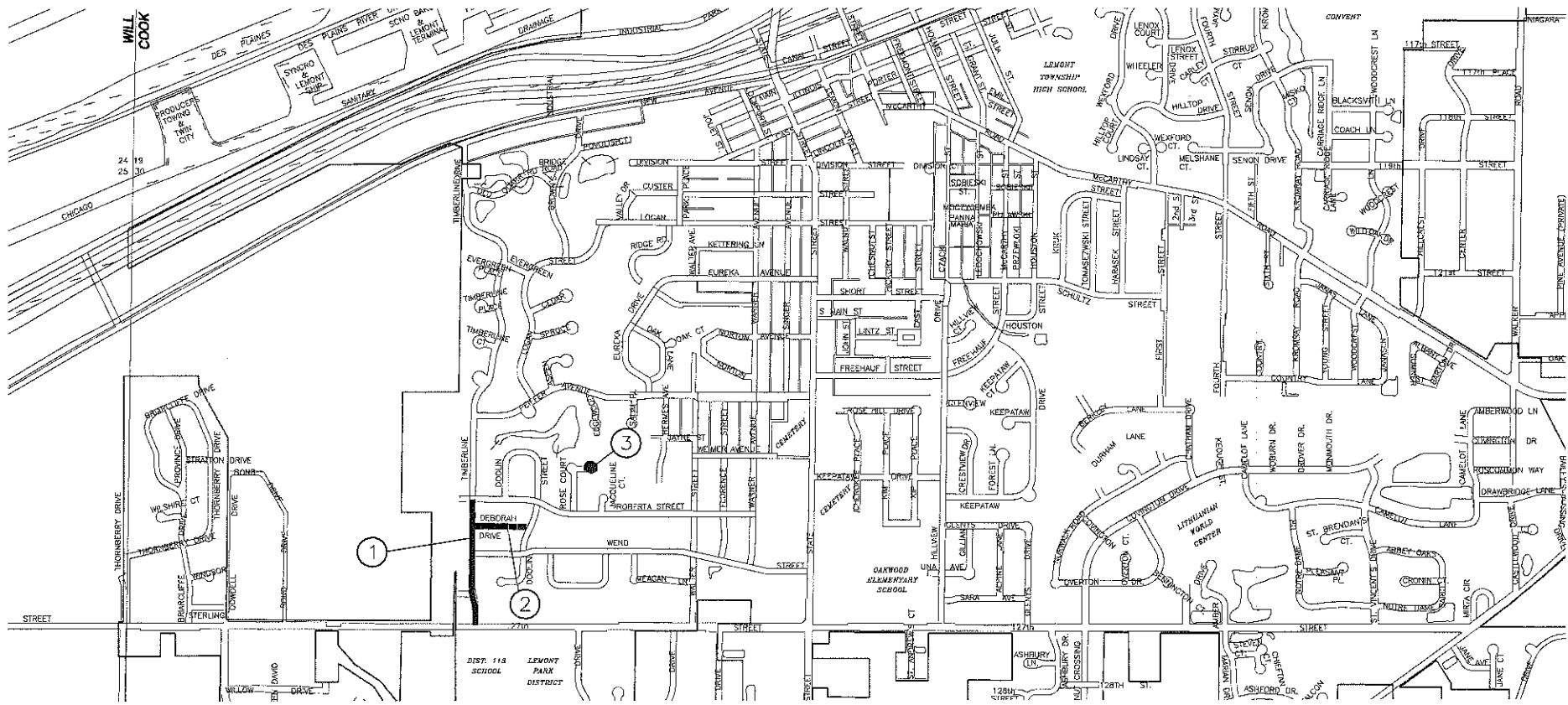
**PROJECT NO :** 12096

**BID OPENING:**

Item No	Description	Unit	Quantity	Engineers Estimate		K-Five Construction Corp. 13769 Main Street Lemont, IL 60439 5% Bid Bond		Brothers Asphalt Paving 315 South Stewart Avenue Addison, IL 60101 5% Bid Bond		Crowley-Sheppard Asphalt 6525 W 99th St., POB 157 Chicago Ridge, IL 60415 5% Bid Bond		James D. Fiala Paving Co. 500 E Frontage Rd North Bolingbrook, IL 60440 5% Bid Bond	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Hot-Mix Asphalt Surface Removal - Variable Depth (0" - 2-1/2")	SQ YD	3951	3.50	13,828.50	3.40	13,433.40	1.60	6,321.60	3.00	11,853.00	4.00	15,804.00
2	Hot-Mix Asphalt Surface Removal - Butt Joint	SQ YD	182	25.00	4,550.00	20.00	3,640.00	10.00	1,820.00	6.00	1,092.00	11.00	2,002.00
3	Bituminous Materials (Prime Coat)	TON	7	400.00	2,800.00	0.01	0.07	100.00	700.00	355.00	2,485.00	1.00	7.00
4	Aggregate (Prime Coat)	TON	9	40.00	360.00	0.01	0.09	20.00	180.00	10.00	90.00	1.00	9.00
5	Leveling Binder (Machine Method), N50	TON	360	90.00	32,400.00	74.00	26,640.00	75.00	27,000.00	66.00	30,960.00	79.00	28,440.00
6	Hot-Mix Asphalt Surface Course, Mix "D", N50	TON	838	90.00	75,420.00	72.00	60,336.00	75.00	62,850.00	86.00	72,068.00	79.00	66,202.00
7	Incidental Hot-Mix Asphalt Surfacing (For Driveways), 3"	TON	8	150.00	1,200.00	150.00	1,200.00	200.00	1,600.00	260.00	2,080.00	135.00	1,080.00
8	Class D Patches, Type II, 3 1/2"	SQ YD	50	75.00	3,750.00	40.00	2,000.00	40.00	2,000.00	32.00	1,600.00	59.00	2,950.00
9	Class D Patches, Type III, 3 1/2"	SQ YD	100	70.00	7,000.00	40.00	4,000.00	40.00	4,000.00	31.00	3,100.00	55.00	5,500.00
10	Class D Patches, Type IV, 3 1/2"	SQ YD	100	65.00	6,500.00	40.00	4,000.00	40.00	4,000.00	30.00	3,000.00	54.00	5,400.00
11	Area Reflective Crack Control Treatment	SQ YD	8537	3.00	25,611.00	2.22	18,952.14	2.50	21,342.50	2.25	19,208.25	2.22	18,952.14
12	Driveway Pavement Removal	SQ YD	50	8.00	400.00	20.00	1,000.00	15.00	750.00	4.50	225.00	14.00	700.00
13	Concrete Driveway Pavement Removal	SQ YD	50	15.00	750.00	15.00	750.00	15.00	750.00	14.00	700.00	12.00	600.00
14	Portland Cement Concrete Driveway Pavement, 7 Inch	SQ YD	50	60.00	3,000.00	55.00	2,750.00	65.00	3,250.00	47.00	2,350.00	43.00	2,150.00
15	Sidewalk Removal	SQ FT	1150	1.50	1,725.00	1.45	1,667.50	2.00	2,300.00	1.25	1,437.50	2.00	2,300.00
16	Portland Cement Concrete Sidewalk, 5 Inch	SQ FT	1150	5.50	6,325.00	4.70	5,405.00	7.20	8,280.00	4.50	5,175.00	4.25	4,887.50
17	Combination Concrete Curb & Gutter Removal	FOOT	335	8.00	2,680.00	8.45	2,830.75	7.00	2,345.00	6.50	2,177.50	12.00	4,020.00
18	Combination Concrete Curb & Gutter, Type M-4.12	FOOT	335	22.00	7,370.00	20.00	6,700.00	30.00	10,050.00	19.00	6,365.00	18.00	6,030.00
19	Detectable Warnings	SQ FT	210	30.00	6,300.00	23.75	4,987.50	33.00	6,930.00	18.00	3,780.00	16.50	3,465.00
20	Catch Basins to be Adjusted	EACH	10	500.00	5,000.00	375.00	3,750.00	350.00	3,500.00	415.00	4,150.00	342.00	3,420.00
21	Valve Box to be Adjusted	EACH	1	300.00	300.00	300.00	300.00	100.00	100.00	330.00	330.00	369.00	369.00
22	Detector Loop, Type 1	SQ FT	138	15.00	2,070.00	20.00	2,760.00	23.00	3,174.00	22.00	3,036.00	24.00	3,312.00
23	Topsoil Furnish & Place	CU YD	15	50.00	750.00	42.00	630.00	130.00	1,950.00	55.00	825.00	42.00	630.00
24	Sodding	SQ YD	135	6.00	810.00	14.00	1,890.00	8.00	1,080.00	16.00	2,160.00	14.00	1,890.00
25		FOOT	18812	0.65	12,227.80	0.55	10,346.60	0.60	11,287.20	0.60	11,287.20	0.55	10,346.60
26	Thermoplastic Pavement Marking - Line 6"	FOOT	224	1.30	291.20	0.75	168.00	1.00	224.00	0.60	179.20	0.75	168.00
27	Thermoplastic Pavement Marking - Line 12"	FOOT	2208	2.50	5,520.00	1.60	3,532.80	1.75	3,864.00	2.00	4,416.00	1.60	3,532.80
28	Thermoplastic Pavement Marking - Line 24"	FOOT	569	5.00	2,845.00	4.25	2,418.25	4.70	2,674.30	3.50	1,991.50	4.25	2,418.25
29	Thermoplastic Pavement Marking - Letters & Symbols	SQ FT	37	10.00	370.00	4.00	148.00	6.00	222.00	3.00	111.00	4.00	148.00
30	Traffic Control & Protection, Standard 701501	L SUM	1	2,000.00	2,000.00	7,700.00	7,700.00	2,000.00	2,000.00	3,500.00	3,500.00	6,000.00	6,000.00
31	Traffic Control & Protection, Standard 701801	L SUM	1	500.00	500.00	100.00	100.00	2,000.00	2,000.00	500.00	500.00	200.00	200.00
32	Maintenance of Existing Traffic Signal Installation	EACH	1	2,000.00	2,000.00	500.00	500.00	700.00	700.00	550.00	550.00	3,000.00	3,000.00
<b>Totals :</b>					<b>236,653.50</b>		<b>194,536.10</b>		<b>199,244.60</b>		<b>202,782.15</b>		<b>205,939.29</b>
<b>Bid Error Corrections:</b>													
Total.....													205,939.29
<b>Corrected Totals ---</b>							<b>194,536.10</b>		<b>199,244.60</b>		<b>202,782.15</b>		<b>205,939.29</b>
<b>Over / Under ----</b>							<b>-42,117.40</b>		<b>-37,408.90</b>		<b>-33,871.35</b>		<b>-30,720.21</b>
<b>Percent ----</b>							<b>-17.80%</b>		<b>-15.81%</b>		<b>-14.31%</b>		<b>-12.98%</b>

# VILLAGE OF LEMONT, ILLINOIS

## 2012 M.F.T. ROAD RESURFACING PROGRAM



■ DENOTES RESURFACING LOCATIONS

STREETS	LENGTH
① TIMBERLINE DRIVE – 127th ST. TO ROBERTA ST.	1,370 FT (0.26 miles)
② DEBORAH DRIVE – TIMBERLINE DR. TO DOOLIN ST.	620 FT (0.12 miles)
③ ROSE COURT CUL-DE-SAC	120 FT (0.02 miles)
	2,110 FT (0.40 miles)

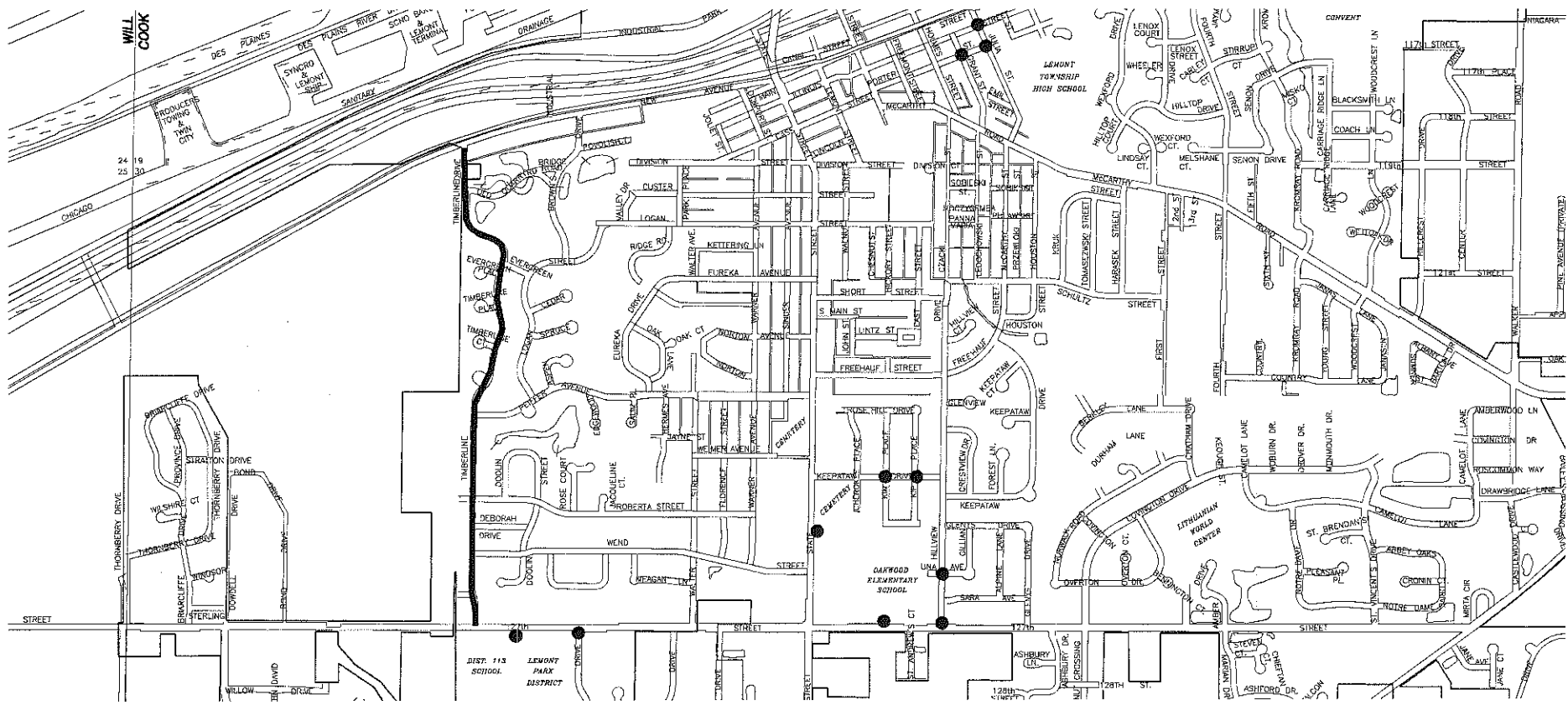
REVISIONS		
NO.	BY	DATE

LOCATION MAP

PROJECT NO.	SCALE	SHEET
12096	NONE	1
DRAWN/DESIGNED JFP/JLC	DATE JUNE, 2012	OF 1
CHECKED/APPROVED JLC	FIELD BOOK NO. FILE	SHEETS

# VILLAGE OF LEMONT, ILLINOIS

## 2012 M.F.T. ROAD RESURFACING PROGRAM



● DENOTES PAVEMENT STRIPING LOCATIONS

REVISIONS			
NO.	BY	DATE	DESCRIPTION

LOCATION MAP

PROJECT NO.	SCALE	SHEET
12096	NONE	1
DRAWN/DESIGNED	DATE	OF
JFF/JLC	JUNE, 2012	1
CHECKED/APPROVED	FIELD BOOK NO.	SHEETS
JLC	FILE	

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION AUTHORIZING ADOPTION OF A LABOR AGREEMENT BETWEEN VILLAGE OF LEMONT AND METROPOLITAN ALLIANCE OF POLICE, LEMONT POLICE CHAPTER #39**

**WHEREAS**, Lemont Police Department is represented by Metropolitan Alliance of Police, Lemont Police Chapter #39; and

**WHEREAS**, following negotiations with the Police bargaining unit, the Police Department has ratified the terms of a Labor Agreement; and

**WHEREAS**, the terms of this labor agreement shall extend from May 1, 2012 through April 30, 2014

**NOW, THEREFORE BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Lemont that the attached Agreement is hereby approved.

The Village Clerk of the Village of Lemont shall certify to the adoption of this Ordinance and cause the same to be published in pamphlet form.

**PASSED AND APPROVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LEMONT, COOK, WILL AND DU PAGE COUNTIES ILLINOIS**  
on this \_\_\_\_\_ Day of \_\_\_\_\_, 2012.

**AYES**

**NAYS**

**PASSED**

**ABSENT**

**Debby Blatzer  
Paul Chialdikas  
Clifford Miklos  
Rick Sniegowski  
Ronald Stapleton  
Jeanette Virgilio**

\_\_\_\_\_  
**BRIAN K. REAVES, Village President**

Attest:

\_\_\_\_\_  
**CHARLENE SMOLLEN, Village Clerk**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LEMONT**

and

**METROPOLITAN ALLIANCE OF POLICE**

**LEMONT POLICE CHAPTER #39**

**2012-2014**

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## **PREAMBLE**

This Agreement is made and entered into by and between the Village of Lemont (hereinafter referred to as the "Village" or "Employer") and the Metropolitan Alliance of Police, Lemont Police Chapter #39 (hereinafter referred to as the "Union").

**ARTICLE I  
RECOGNITION**

**Section 1.1 - Representative Unit**

The employer recognizes the Union as the sole and exclusive representative for all sworn police officers of the employer in the job classification of police officer and excluding all sworn police officers above the rank of police officer and all supervisors, managers, and confidential employees.

**Section 1.2 - Application of Agreement**

The terms of this Agreement are applicable only to full-time sworn police officers.

## **ARTICLE II UNION SECURITY**

### **Section 2.1 - Dues Checkoff**

With respect to any employee from whom the employer receives individual written authorization, signed by the employee in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues required as a condition of membership in the Union, or a fair share fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made, the amounts deducted shall be set by the Union.

### **Section 2.2 - Fair Share**

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

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union cannot agree on an organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Board and the payment shall be made to said organization.

### **Section 2.3 - Indemnification**

As long as the initial action is not brought by the Village, the Union shall indemnify and hold the Village harmless against any and all claims, demands, suits or other forms of liability brought against the Village, including costs and attorney's fees that may arise out of or by reason of any action taken by the Village for the purpose of complying with any provisions of Section 4.2, Fair Share. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**ARTICLE III**  
**NON-DISCRIMINATION**

In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.



**ARTICLE IV**  
**LABOR MANAGEMENT COMMITTEE**

At the request of either party, the Union Steward and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Union steward may invite other bargaining unit members and/or Union Officials (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Police Chief prior to their attendance at a meeting, and if such attendance is approved by the Police Chief, the employee will be permitted to attend the meeting during his/her regular hours of work with not loss of pay.

A labor-management committee meeting shall not be used for the purpose of discussing any matter this is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

**ARTICLE V**  
**ENTIRE 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 by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement.

This Agreement supersedes and cancels all prior practice and agreements, whether written or oral, unless expressly state to the contrary herein, and together with any letter of understanding executed concurrently with or subsequent to this Agreement constitutes the complete and entire Agreement between the parties.

## **ARTICLE VI CONTINUITY OF OPERATION**

### **Section 6.1 - No Strike**

Neither the Union nor any officer, member of the Union or officer covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, overtime, concerted abnormal and unapproved enforcement procedures or policies, or mass resignation, mass absenteeism or picketing which causes any work stoppage or any concerted refusal to perform duties by an officer or officer group. Neither the Union nor any officer, member of the Union, or officer covered by this Agreement shall refuse to cross any picket line, by whomever established.

### **Section 6.2 - Union's Responsibility**

Should any activity prescribed in section 1 of this Article occur, the Union shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the employee in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the employees stating that it disapproves of such action instructing all employees to cease such action and return to work immediately;
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the employer to accomplish this end.

### **Section 6.3 - Discharge of Violators**

The employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except as to the issue of whether an employee participated in the prohibited action.

### **Section 6.4 - No Lockout**

The employer agrees that it will not lockout its employees during the term of this Agreement or any extension thereof.

### **Section 6.5 - Reservation of Rights**

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available.

**ARTICLE VII  
BILL OF RIGHTS**

The Uniform Peace Officer's Disciplinary Act (50ILCS 725) is hereby adopted by reference.

**ARTICLE VIII  
WORKING CONDITIONS**

**Section 8.1 - Locker Provided**

The Village shall provide a locker for each bargaining unit employee.

**Section 8.2 - Eating Area**

The Village shall provide an eating area for employees.

**Section 8.3 - Loss of Personal Property**

Personal property carried by an on-duty officer which is required for the performance of the officer's duties, and which is damaged by a third party during the performance of the officer's duties, shall be repaired or replaced at a reasonable value not to exceed a total of \$200.00 per year. In the event the officer receives restitution or other reimbursement, the amount expended by the Village shall be reimbursed by the officer to the extent of restitution or reimbursement received.

**Section 8.4 - Drug/Alcohol Testing**

The Village acknowledges that no random drug and alcohol testing policy may be implemented without bargaining over the issue pursuant to the Illinois Public Labor Relations Act.

**ARTICLE IX  
PERSONNEL FILES**

**Section 9.1 - Personnel Files**

Employees shall be entitled to inspect their personnel files in accordance with the provisions of 820 ILCS 40. No material shall be placed in an employee's personnel file unless the employee has had an opportunity to view the material.

**Section 9.2 - Forms**

No employee shall be required to sign undated or incomplete forms.

## **ARTICLE X SENIORITY**

### **Section 10.1 - Definition of Seniority**

Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as an officer's length of full-time continuous service as a police officer in the Lemont Police Department.
- B. In the event that two or more officers have the same seniority date, seniority shall be determined by the officer's placement on the Police Commission's eligibility list.
- C. Bargaining unit employees shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary officers shall have no seniority rights. If an officer satisfactorily completes the probationary period, his/her seniority shall be the date of original employment.

### **Section 10.2 - Loss of Seniority**

An officer's seniority will terminate in the following circumstances:

- A. The officer resigns or quits;
- B. The officer retires;
- C. The officer is discharged or permanently removed from the payroll, and the separation is not reversed;
- D. The officer does not return to work at the expiration of a leave of absence;
- E. The officer is absent for three (3) consecutive scheduled work days without authorization; or
- F. The officer does not return to work when recalled from layoff.

### **Section 10.3 - Application of Seniority**

Seniority shall be considered for the following:

- A. Vacation preference except that of detectives (criminal and juvenile) shall draw separately from patrol.

B. Layoffs as specified in the Illinois Compiled Statutes.

**Section 10.4 - Layoffs and Recall**

Should the employer in its sole discretion determine that it is necessary to decrease the number of officers in the bargaining unit, it will layoff and recall officers in accordance with the provisions set forth in the Illinois Compiled Statutes. Where applicable, affected officers and the Union will be given notice of contemplated layoffs. Laid off officers will have recall rights for a period of two (2) years.

**Section 10.5 - Failure to Respond to Recall**

If an officer fails to timely respond to recall notice by return mail or in person, his name shall be removed from the recall list. Pursuant to 65 ILCS 5/10-2.1-18; an officer must make written application for reinstatement within thirty (30) days after notification of recall.

**Section 10.6 - Seniority List**

As soon as practicable after signing of this contract, the employer will furnish the Union a list showing the name, address, job title and last hiring date of each officer in the bargaining unit, whether the officer is entitled to seniority or not. The employer shall post a similar list without officers' addresses. Within thirty (30) calendar days after the date of posting, an officer must notify the employer of any alleged errors in the list or it will be considered binding on the officer and the Union. When changes or additions to those lists become necessary, the employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. Within thirty (30) calendar days of such posting, an officer must again notify the employer of any alleged errors or the information in the list shall be considered binding on the officer and the Union.



## **ARTICLE XI GRIEVANCE PROCEDURE**

### **Section 11.1 - Definition**

A "grievance" is defined as a dispute or difference of opinion between an employee (or the Union) and the Village involving the meaning, interpretation or application of the specific provisions of this Agreement.

### **Section 11.2 - Procedure**

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than twenty (20) business days from the date of the occurrence of the matter giving rise to the grievance, except that for errors in pay, the time period shall be twenty-five (25) business days. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance. The immediate supervisor shall render a written response to the grievant with five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within five (5) business days after receipt of the Village's answer to Step 1. A grievance relating to all or substantial number of employees or the Union's own interests or rights with the employer may be initiated at Step 2 by a Union representative. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss within five (5) business days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. The Police Chief, or his designee, shall provide a written answer to the grievant and the Union within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Administrator within five (5) business days after receipt of the Village's answer to Step 2. Thereafter, the Village Administrator or his designee shall meet with the grievant and a Union representative within fifteen (15) business days

of receipt of the Union's appeal. The Village Administrator or designee shall submit a written answer to the grievant and the Union within ten (10) business days following the meeting.

### **Section 11.3 - Arbitration**

If the grievance is not settled in Step 3 and the Union wished to appeal the grievance from Step 3 of the grievance procedure, the Union may advance the grievance to arbitration by serving the Village Administrator with written notice of its intent to proceed to arbitration. Selection of an arbitrator will be accomplished, as described below, within fifteen (15) business days of receipt of the Village's answer provided to the Union at Step 3:

- A. In the absence of agreement of neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a panel of five (5) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators and to those residing in the greater Chicago area. Both the Village and the Union shall each have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Village and the Union shall alternatively strike names from the panel. The order of striking names shall be determined by a coin toss with the losing party striking the first and the third names. The remaining person shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Village representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

### **Section 11.4 - Limitations on Authority of Arbitrator**

The arbitrator shall have not right to amend, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue(s) raised by the grievance as submitted in writing at Step 1 or at Step 2 (by the Union). The decision or award of the arbitrator shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

### **Section 11.5 - Miscellaneous**

11.5.1 A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

11.5.2 No grievance may be filed more than twenty (20) business days from the day of the discovery of the original occurrences of the event giving rise to the grievance. No grievance filed after the 20-day period shall be processed. The failure of an employee to act within the time limits will act as a bar to any further appeal.

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

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

**Section 11.6 - Promotion**

It is understood that matters involving promotion are subject to the jurisdiction of the Chief of Police and the Board of Fire and Police Commissioners and are not subject to this grievance procedure.

**ARTICLE XII**  
**UNION OFFICERS**

The Village recognized the right of the Union to select Union officers, representatives, or stewards, and the Union agrees to furnish the Village, within 2 weeks of ratification of this Agreement, with the names of the officers, representatives, or stewards selected by the Union. Union officers, representatives and/or stewards are not permitted to conduct Union business during work hours without the permission of the Chief of Police.

**ARTICLE XIII**  
**UNION REPRESENTATIVE**

The Village agrees that non-employee officers and representatives of the Union shall have reasonable access to designated areas of the premises during normal Village Hall working hours with advance notice to the Chief. Such access shall be for the administration of this Agreement. The Union agrees that such activities shall not interfere with the normal work duties of the employees or interfere with the confidential operation of the Department. The Village reserves the right to designate the accessible areas as provided herein.

## **ARTICLE XIV DISCIPLINE**

### **Section 14.1**

The parties agree that all newly employed Patrol Officers are required to serve a probationary period of twelve (12) months. During the probationary period, the officer is an employee-at-will and may be disciplined or discharged without notice and without cause, and without recourse to the grievance procedure.

### **Section 14.2**

If the Village has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public. A violation of this section shall not be cause to rescind any disciplinary action.

### **Section 14.3**

In cases or oral reprimand, notation of such oral reprimand shall become a part of the employee's personnel file and a copy given to the employee.

### **Section 14.4**

All oral and written reprimands shall be expunged upon written request of the employee after eighteen (18) months from the date of discipline if the employee has not been disciplined for a similar incident.

All suspension of five (5) days or less issued by the Chief shall be expunged upon written request of the employee after four (4) years from the date of discipline if the employee has not been disciplined for a similar incident and if the employee did not appeal the suspension to the Fire and Police Board.

### **Section 14.5**

A suspension day is defined as an 8-hour day.

## **Section 14.6 Employee Choice of Disciplinary Forum**

### **14.6.1. Contesting Discipline - Oral and Written Reprimands**

Oral and written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration.

### **14.6.2. Contesting Discipline - Suspensions and Termination**

#### **(1) In General**

Prior to imposing discipline, involving a suspension or termination, 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, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Board of Fire and Police Commissioners (BOFPC), but not both. In order to exercise this option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix B). The Election Form shall be given to the officer by the employer, at the time the officer is formally notified of the Decision to Discipline. The employee shall have five (5) calendar days upon receipt of Election Form to tender the executed Election Form to the Chief or the Chief's designee.

(2) Suspensions of Five (5) Days or Less

If the discipline is a suspension for five (5) days or less, the Chief may impose the suspension immediately upon the issuance of the Decision to Discipline. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration step of the grievance procedure.

(3) Termination or Suspensions of More Than Five (5) Days; Arbitration

For discipline involving suspensions in excess of five (5) days or termination, if the employee elects arbitration, the Chief of Police has the right and discretion to impose discipline immediately upon the receipt of the Election Waiver and Release Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. During this process, the employer shall have the burden of proving that the discipline was issued for just cause.

(4) Termination or Suspensions of More Than Five (5) Days; Board of Fire and Police Commissioners

For discipline involving suspensions in excess of five (5) days or termination, if the employee elects to have the case heard by the BOFPC, then the Chief must file the appropriate charges before the BOFPC.

(5) Failure to Return the Election Form in Cases of Termination or Suspensions of More Than Five (5) Days

If an officer fails to timely return the Election Form in the case of termination or suspension of more than five (5) days, such failure shall be deemed a waiver of the right to contest discipline via arbitration and require the Chief to file charges before the BOFPC.

**ARTICLE XV**  
**MILEAGE REIMBURSEMENT**

An employee who is required and authorized by the employer to use his private vehicle for Village business shall be reimbursed at a per mile rate as established by the Village for all Village employees.



**ARTICLE XVI**  
**PARTIAL INVALIDITY**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

**ARTICLE XVII**  
**BULLETIN BOARDS**

The employer will make a bulletin board available for the use of the Union in non-public locations. The union will be permitted to have posted on this bulletin board notice of a non-controversial nature, but only after submitting them to the Chief or his designee for approval and posting. There shall be no distribution or posting by employees of advertising political material, notices or other kinds of literature on the employer's property other than herein provided.

**ARTICLE XVIII  
REGULAR HOLIDAYS**

**Section 18.1 - Holidays**

A. The following shall be paid holidays for all eligible employees:

New Year's Day  
Martin Luther King, Jr. Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

On occasions when a majority of un-sworn Village employees are released early by the Mayor or Village Administrator, those patrol officers working that day will be allocated three (3) additional hours of personal time.

B. Employees Assigned to Shift Schedules

1. If an officer is regularly scheduled to work, and works on a holiday, compensation will be at two and one-half (2-1/2) times the officer's hourly rate for each hour worked.
2. Except for officers assigned to Twelve Hour Shifts, if a holiday falls on an officer's regularly scheduled non-vacation day off, he will receive compensation equivalent to eight (8) hours at base rate pay in lieu of a day off.
3. For officers assigned to Twelve Hour Shifts (Sec. 31.1.2), if a holiday falls on an officer's regularly scheduled non-vacation day off, he will receive compensation equivalent to 8.4 hours at base rate pay in lieu of a day off.

C. Employees Regularly Assigned to a Monday - Friday Schedule

Officers regularly assigned to a Monday through Friday schedule will receive the day off on the celebrated holiday. If a holiday falls on a Saturday, the holiday will be celebrated on the preceding Friday. If a holiday falls on a Sunday, the holiday will be celebrated on the following Monday.

D. All Employees

Except for officers assigned to Twelve Hour Shifts, if a holiday falls on an officer's scheduled vacation day, the officer shall receive compensation equal to eight (8) hours of

base pay in lieu of a day off. For officers assigned to Twelve Hour Shifts (Sec. 31.1.2), if a holiday falls on an officer's scheduled vacation day, the officer shall receive compensation equal to 8.4 hours of base pay in lieu of a day off.

**Section 18.2 - Personal Holidays**

All officers, assigned to work 2184 hours will receive thirty (30) hours of personal time off with pay to be used within the calendar year, all officers working 2080 hours will receive twenty-four (24) hours of personal time off with pay to be used in the calendar year. Any requests for personal days must be approved at least four (4) days in advance and must not conflict with the manpower requirements of the department. Any personal days not used within the calendar year will be lost.

## **ARTICLE XIX INSURANCE**

### **Section 19.1 - Health and Major Medical Insurance**

The Village shall select and provide a health and major medical insurance program for employees and dependants. The Village, at its option, may include the provision of vision care and eye care with the benefits to be determined by the Village. The Village shall provide bargaining unit employees with major medical and life insurance coverage at the same level of benefits and the same level of employee premium contributions which it provides to the general non-bargaining unit work force of the Village. The village reserves the right without future bargaining with the Union, to change the level of benefits provided bargaining unit employees, and to change the employee premium contribution requirements of bargaining unit employees under the foregoing insurance coverage so long as any such change is also applicable to the general non-bargaining unit work force of the Village.

### **Section 19.2 - Life Insurance**

The Village shall select and provide group life insurance benefits for employees equal to fifty thousand dollars (\$50,000.00). The Village shall pay the entire premium for said coverage.

### **Section 19.3 - Death of an Officer in the Line of Duty**

In the event that an officer dies in the performance of his duties, and the death is not subject to the benefits provided by the Public Safety Employee Benefits Act, the Village shall pay the full premium for the continuation of the then current health/major medical insurance for the officer's spouse and minor children for a period of five (5) years, or until a surviving spouse dies, remarries or becomes eligible for social security benefits, or until a surviving minor dependent attains the age of twenty-one years. In addition, the Village shall provide reimbursement of up to five thousand dollars (\$5,000.00) for burial expenses.

### **Section 19.4 – Cost Containment**

If an employee can prove they have health insurance from another source and elect to be covered by health insurance that is not provided by the Village, then the Village will pay that an employee \$1,500 per fiscal year. Payment will be made once open enrollment period is complete. If an employee is eligible to return during non-open enrollment period, the employee will be required, at a pro-rated amount to return that amount to the employer. If an employee is eligible to drop coverage during non-open enrollment period, the employer will pay that employee, at a pro-rated amount up to \$1,500; subject to no cost implications to the Village.

**ARTICLE XX  
PAID VACATIONS**

**Section 20.1 - Eligibility and Accrual**

Paid vacations are provided to employees in accordance with length of continuous service. Annual vacation is earned at the commencement of each fiscal year according to the following accrual schedule:

<u>Length of Service</u>	<u>Annual Vacation 80 Hours Shift</u>	<u>Annual Vacation 84 Hour Shifts</u>
Less than five (5) years	80 hours	84 hours
Upon reaching fifth (5 <sup>th</sup> ) Anniversary of Employment	120 hours	126 hours
Upon reaching tenth (10 <sup>th</sup> ) Anniversary of Employment	160 hours	168 hours
Upon reaching fifteenth (15 <sup>th</sup> ) Anniversary of Employment	200 hours	210 hours
Upon reaching twentieth (20 <sup>th</sup> ) Anniversary of Employment	240 hours	252 hours

Covered officers who utilize vacation and subsequently leave the employ of the Village shall be required to reimburse the Village for the pro rata share of used but unearned vacation, (e.g., a first year officer utilizing 80 hours of vacation in June and departing the Village on October 31 shall be responsible for reimbursing the Village for 40 hours of vacation time used).

**Section 20.2 - Vacation Pay**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

**Section 20.3 - Scheduling**

Sign-up for annual vacations will begin on May 1 with all employees covered by this Agreement's final vacation sign-ups being posted by May 31. A sign-up sheet will be posted providing each officer the opportunity to select vacations. Vacations will be allocated according to shift. After May 31, vacations will be on a first come, first serve basis according to shift.

Adjustments, cancellations, and re-scheduling of vacation periods may occur during the fiscal year, provided a minimum of thirty (30) days written notice is given to the Chief or his designate and that they do not conflict with previously scheduled employee vacation periods. Any such adjustment or scheduling shall be granted based on a first come basis.

A maximum of eighty-four (84) vacation hours may be carried over to the following fiscal year. In all other instances no carry over for vacation is permitted and all unused vacation at the end of a fiscal year shall be forfeited.

All vacation requests are subject to manpower constraints and the authorization of the Chief of Police or his designate. The Chief of Police or his designate may, to meet emergencies, order an Officer(s) to forego or cancel all or part of his vacation. The employee will be allowed a non-conflicting vacation period at a later date.

**Section 20.4 - No Accumulation**

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

**ARTICLE XXI**  
**WORKER'S COMPENSATION**

Worker's Compensation shall be subject to state statute.



**ARTICLE XXII**  
**SHORT-TERM DISABILITY**

**Section 22.1 - Short-Term Disability.**

If an employee shall require a leave of absence for medical reasons, and such leave extends beyond any accrued sick leave, vacation, personal days or compensatory time due, the employee may request to be placed on unpaid short-term disability status. During such unpaid leave, the employee may be eligible for disability earnings subject to the pension and/or insurance policy in force. Any short-term disability shall be documented with a written medical statement. Approval of short-term disability status shall be the role of the Village Administrator.

Sick leave, vacation, holiday benefits and seniority will not accrue during the short-term disability, and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the disability leave, according to the provisions of the policy in effect, and provided that the employee pays the full premium amount.

If a short-term disability leave is granted for a period of three (3) calendar months or less, the employee's position will remain vacant until expiration of the leave. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of three (3) months provide no guarantee of reinstatement to the former positions, unless approved by the Village Administrator.

Upon expiration of a leave of absence the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications.

The Village will provide written notice of termination to an employee who has not returned to work within five (5) days after the disability period.

Officers assigned to temporary light duty assignments shall be paid at their regular rate of pay.

**Section 22.2 - Family and Medical Leave**

An employee shall be entitled to Family and Medical Leave as provided by law. All paid sick leave which is used for and FMLA eligible event shall run concurrently with FMLA leave and shall be deducted from an employee's annual FMLA leave time.

**ARTICLE XXIII**  
**VOLUNTARY LEAVE OF ABSENCE**

An unpaid leave of absence may be requested by employees with more than one (1) year of continuous service. Requests for leave must not exceed six (6) months. Requests for leave shall be made in writing to the Department Head along with an explanation of the reason for the request. Unpaid leaves may be granted with the approval of the Village Administrator. Unpaid leaves of absence for sworn personnel shall be subject to state statutes.

Sick leaves, vacation, holiday benefits, and seniority will not accrue during the leave of absence, and the employee's anniversary date shall be adjusted according to the length of absence. Health and life insurance benefits will be maintained during the leave of absence according to the provisions of the policy in effect and provided that the employee pays the full premium amount. Upon return to duty, employees will receive credit for all unused sick or vacation leave earned prior to the leave of absence.

If a leave of absence is granted for a period of one (1) calendar month or less, the employee's position will remain vacant until the leave expires. Reinstatement shall only occur if the position has not been eliminated due to reorganization or budgetary constraints. Unpaid leaves in excess of one (1) month provide no guarantee of reinstatement to the former position, unless approved by the Village Administrator. A medical leave of absence (short-term disability) is subject to rules as outlined in Article XXII.

Upon expiration of a leave of absence the Village Administrator shall attempt to reinstate the employee to his/her former position or one that is similar, depending upon qualifications. If no position is available upon expiration of the leave of absence, the employee may be considered for future openings depending upon qualifications.

The Village shall provide written notice of termination to an employee who has not returned to work within five (5) days after the leave of absence has ended.

Denial of a voluntary leave of absence shall not be subject to the grievance procedure. An employee may request a meeting with the Village Administrator to discuss the denial.

**ARTICLE XXIV  
MILITARY LEAVE**

Military leave, without pay, will be granted as required by state or federal law.

**ARTICLE XXV  
JURY LEAVE**

Employees shall receive their regular base pay for the time spent on jury duty upon signing and returning their jury duty check to the Village.

**ARTICLE XXVI  
FUNERAL LEAVE**

An employee will be granted a maximum of five (5) paid regularly scheduled shifts funeral leave due to death in the immediate family. The immediate family is defined to include: spouse, child, mother, father, sister, sister-in-law, brother, brother-in-law, mother-in-law-, father-in-law, grandparents, step-parent, step/half siblings, step-children or guardian.

**ARTICLE XXVII**  
**OUTSIDE EMPLOYMENT**

The Chief of Police, in his sole discretion, may restrict off-duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off-duty employment subject to the prior written approval of the Chief of Police or his designate.

**ARTICLE XXVIII  
CLOTHING ALLOWANCE**

**Section 28.1 - New Employees**

Officers starting on the Police Department shall be equipped with uniforms and equipment by the Village in accordance with the list described below. Equipment and uniforms issued to new officers will be returned to the Village if the officer fails to complete eighteen (18) months of service with the Village.

1. Hats
  - a. 1 year round dress hat
  - b. 1 winter
  - c. 1 baseball type cap
  - d. 1 hat shield
  
2. Jacket
  - a. 1 winter
  - b. 2 spring/fall
  
3. Stars/Shield
  - a. 1 shirt
  - b. 1 jacket
  
4. Shirts
  - a. 3 long sleeve
  - b. 3 short sleeve
  - c. 2 polo shirts
  
5. Ties
  - a. 2 ties
  - b. 1 tie bar
  
6. 3 pair trousers/pants
  
7. 1 trouser/pant belt
  
8. 1 pair shoes
  
9. 1 pair boots
  
10. Gun equipment
  - a. Uncle Mike's belt or Sam Brown belt/or leather duty belt
  - b. 1 patrol holster
  - c. double snap clip pouch or quick loader

- d. handcuff case
  - e. PR24 or nightstick holder/or ASP (dependant on certification)
  - f. 4 double snap keepers
  - g. set of handcuffs with key
11. Protective vest
  12. Rain gear
  13. 1 wooly pully sweater
  14. 2 name tags/plates
  15. 2 police badges
  16. Capstun device with holster
  17. 1 baton ring
  18. Radio holder
  19. 1 epaulet radio mic holder
  20. 50 rounds of ammunition
  21. 1 key holder
  22. 1 reflective vest
  23. 2 sets of ammo magazines or speed loaders for revolver ammunition

**Section 28.2 - Uniform Allowance**

By May 5th of each year of this Agreement, each officer shall receive a separate check for his/her annual uniform allowance as outlined in the schedule below, to be used for the replacement and acquisition of authorized uniform components and equipment. An officer assigned to plainclothes duty as a regular assignment may use said amount for civilian clothes needed for plainclothes duty.

FY 2012-2013	\$900.00
FY 2013-2014	\$900.00

**Section 28.3 - Protective Vest Replacement**

The Village shall replace protective vests five (5) years from the manufacture date of the vest.



**ARTICLE XXIX**  
**EDUCATIONAL BENEFITS**

A full-time employee with at least one year of service with the Department may seek reimbursement for job-related college courses in accordance with the provisions of this section. All requests shall be subject to the approval of the Village Administrator, and subject to the availability of funds.

Reimbursement shall be subject to the following criteria:

1. A written request by the employee with all supporting documents to the Chief prior to registration.
2. The course or curriculum must be, in the opinion of the Village Administrator, related to the employee's job, and approved by the Village Administrator prior to enrollment.
3. The amount of funds budgeted by the Village, and available for reimbursement on a village wide basis.
4. Courses must be taken from an accredited college or university.
5. The employee must receive a minimum grade of "C" or its numerical equivalent.
6. Reimbursement is limited to tuition, books and laboratory fees which must be supported by presentment of an official receipt of payment issued by the institution attended.
7. Classes are not to be taken during employee's work hours.
8. The employee must sign an agreement to repay the Village for all reimbursement received, if the employee leaves the employment of the Village for any reason prior to the completion of a period of one (1) year after completion of the course so reimbursed, including therein an agreement for withholding of said amount from the employee's last payroll check or checks.

Reimbursement shall be limited to a maximum of Two Thousand Dollars (\$2,000.00) per employee during any calendar year. In the event that funding is not available for all village employees who have been approved for reimbursement, the Village Administrator may prorate the reimbursement among the approved employees.

## **ARTICLE XXX SICK LEAVE**

### **Section 30.1 - Absence from Work**

When practicable, absences from work must be reported to the Supervisor in charge a minimum of two (2) hours prior to their assigned work shift. Unauthorized absence from work is to be regarded as an unpaid absence without leave. Instances of absence without leave may be grounds for disciplinary action.

If an officer becomes ill during working hours, he must notify his supervisor before leaving work.

If more than two (2) occasions occur within one (1) year and an employee fails to notify a Supervisor within the minimum two (2) hours, that employee will be subject to the minimum two (2) hour requirement.

### **Section 30.2 - Sick Leave Usage**

Sick leave may be used only for illness for employee, or for the illness or injury of any person residing with the employee or any person covered under FMLA. If the duration of the illness lasts longer than one day, the employee must notify the Chief of Police and/or his designate daily. An employee may be required after three (3) consecutive days absence to furnish a certificate from a licensed physician to support their sick leave claim. The employee may be required to be examined by a physician designated by the Village at the expense of the Village. Sick leave may only be used in increments of no less than one (1) hour. Failure to follow the foregoing procedures or providing false or misleading information may result in the absence being considered an unexcused absence for which no pay will be received and may result in disciplinary action.

### **Section 30.3 - Sick Leave Accrual**

Employees working 2080 hours during a year will receive eight (8) hours for each month and employees working 2184 hours during a year will receive 8.4 hours per month.

### **Section 30.4 - Sick Leave Buy Back**

Upon separation from the Village police department, an employee will receive payment, as shown below, of any unused, accumulated sick leave for service with the Village

- 1-5 years 10%
- 6-10 year 15%
- 11-15 years 20 %
- 16-19 years 25%
- At 20 years 40%.

Police officers who separate from the Village due to a duty-related disability, regardless of years of service, will be treated as if they have at least 20 years of service.

**ARTICLE XXXI  
HOURS OF WORK AND OVERTIME**

**Section 31.1 - Overtime**

**31.1.1 Eight-Hour Shift**

Patrol Officers who are assigned to an eight-hour shift shall receive overtime pay for all time worked in excess of eighty hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay. All authorized paid time off shall be included in determining whether an Officer has worked in excess of the 80-hour requirement.

Patrol Officers shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one thirty (30) minute meal period during each shift. Patrol Offices shall remain on duty during rest and meal periods.

**31.1.2 Twelve-Hour Shift**

Patrol Officers who are assigned to a twelve-hour shift receive overtime pay for all time worked in excess of eighty-four (84) hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay. All authorized paid time off shall be included in determining whether an Officer has worked in excess of the 84-hour requirement.

Patrol Officers shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one thirty (30) minute meal period during each shift. Patrol Offices shall remain on duty during rest and meal periods.

So long as the Department employs twelve hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than twelve hour shifts, however for purposes of overtime calculations and benefits they shall be treated the same as patrol employees assigned to twelve hour shifts.

**31.1.3 Modified Twelve-Hour Shift**

The modified twelve-hour shift shall provide for a combination of twelve-hour shifts with one eight-hour shift within a 14-day work period. Patrol Officers who are assigned to a modified twelve-hour shift shall receive overtime pay for all time worked in excess of eighty (80) hours in a 14-day work period. Overtime shall be compensated at a rate of one and one-half (1-1/2) times the Officer's regular hourly straight time rate of pay. All authorized paid time off shall be included in determining whether an Officer has worked in excess of the eighty (80) hour requirement.

While working the eight-hour shift, Patrol Officers shall be permitted two (2) fifteen (15) minute rest periods, one to be taken at a reasonable time during the first half of the shift and one to be taken at a reasonable time during the second half of the shift, and one thirty (30) minute meal period during each shift. While working the twelve-hour shift, Patrol Officers shall be permitted two (2) fifteen minute rest periods and one forty-five (45) minute meal period during each shift. Patrol Officers shall remain on duty during rest and meal periods.

So long as the Department employs modified twelve hour shifts for patrol, employees assigned to tasks other than patrol duties may be assigned to daily shifts other than twelve hour shifts, however for purposes of overtime calculations and benefits they shall be treated the same as patrol employees assigned to modified twelve hour shifts.

### **Section 31.2 - Compensatory Time**

#### **31.2.1 Accrual**

Overtime compensation at the overtime rate may, at the employer's discretion, be made as wages or as compensatory time off. Compensatory time may accrue to a maximum of 180 hours. If an employee is at the maximum accrual, all additional overtime compensation shall be as wages.

#### **31.2.2 Usage**

Use of compensatory time will be subject to the approval of the Chief or his designate. Said approval shall not be unreasonably denied.

### **Section 31.3 – Hours of Work No Guarantee**

The Village and Union agree based on operational needs to move from a modified twelve (12) to a straight twelve (12) hours of work for all members. All officers, regardless of position will work 2184 under. This schedule change will take place within three (3) months' time following the execution of subject contract. If due to financial issues or operational changes and the Village has a need to move to a modified twelve (12) schedule, the parties will conduct impact and effect bargaining concerning a schedule change. If a schedule change does occur, the Village and Union will meet on a quarterly basis to discuss the updates status as to operational concerns and/or financial concerns to determine at what point to return to straight twelve (12) shift schedule. Speciality positions may be assigned to work shifts other than twelve (12) hour shifts on a set schedule. These hours can be temporarily changed for operational necessity and/or training. The additional four (4) hours per pay period will be considered overtime paid at straight-time rates.

### **Section 31.4 - Court Time**

When an Officer is required to be present at court for work-related reasons during non-duty hours, the officer shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) the officer's regular base rate.

### **Section 31.5 - Call-Back Time**

All officer called back to work after having left work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) the officer's regular base rate, unless the time extends to the officer's regular work shift or unless the officer is called back to rectify his own error.

**Section 31.6 - Effects Bargaining**

In the event that the Village, in its sole discretion, elects to change the practice of using a modified 12-hour shift for patrol assignments, it agrees to bargain with the Union over the effect of such change.

**Section 31.7 - Equalization of Overtime**

For planned overtime, every attempt shall be made to distribute the overtime fairly and equitably.

**Section 31.8 - Shift Exchange**

Officers may switch a scheduled day with another officer. Such exchange shall not be the cause of overtime and shall be subject to the approval of the Chief of Police or his designee.

**ARTICLE XXXII  
SALARIES**

**Section 32.1 - Base Annual Salary**

Covered employees shall receive compensation as set forth in Appendix A, attached hereto.

**Section 32.2 - Stipends**

- A.     **Detectives/Juvenile Investigator**  
All Officers assigned to work as a Detective or Juvenile Investigator shall receive an annual stipend of \$1500 to be paid pro rata on each paycheck while the officer is serving in said assignment.
  
- B.     **Officer in Charge**  
When an employee is assigned to act as an officer in charge during a patrol shift the employee shall receive two dollars (\$2.50) per hour for each hour that the employee acts in that capacity.
  
- C.     **Canine Officer**  
Should the Chief of Police assign an officer to the position of Canine Officer, said officer shall be entitled to 1.25 hours of release time per scheduled 12-hour shift, and 1 hour of release time per scheduled 8-hour shift as total compensation for the care of the canine.
  
- D.     **Field Training Officer**  
When an employee is assigned to act as a field training officer he shall receive one hour of additional overtime pay for each full shift served as a trainer.

**Section 32.3 - Pension Contributions**

The Village agrees to adopt a resolution implementing a tax deferral of employee pension contributions as provided by law.

### **ARTICLE XXXIII MANAGEMENT RIGHTS**

Except as limited by the express language of this Agreement, Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the directions of its working forces, including, but not limited to the rights to hire, promote, demote, transfer, allocate and assign Employees; to discipline, suspend and discharge, to lay off or relieve Employees from duty; to determine the size and compositions of the work force; to make and endorse work rules, rules of conduct and regulations; to maintain discipline, order and efficiency; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work shift per work week; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate transfer work and maintain efficiency.

**ARTICLE XXXIV  
FIRE AND POLICE COMMISSIONERS**

Except as modified by this agreement with respect to an employee's choice of disciplinary forum, the parties hereto expressly recognize the statutory authority of the Board over employees covered by this Agreement, including, but not limited to, making, altering and enforcing rules and regulations, and hiring, promoting, demoting, disciplining, and discharging employees. The parties expressly agree that the actions of the Board are not subject to the terms of this Agreement. The parties agree that all newly employed Patrol Officers are required to serve a probationary period as prescribed by the Village. During the probationary period, the officer is an employee-at-will and may be disciplined or discharged without notice and without cause, and without recourse to the grievance procedure.



**ARTICLE XXXV  
NO PYRAMIDING**

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

**ARTICLE XXXVI  
TERM OF AGREEMENT**

This Agreement shall be effective from May 1, 2012, until 11:59 p.m. on the 30<sup>th</sup> day of April, 2014. It will continue in full force and effect until a successor agreement is reached by the parties.

**VILLAGE OF LEMONT**

**METROPOLITAN ALLIANCE OF POLICE  
LEMONT POLICE CHAPTER #39**

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
WAGES**

Step	5/1/2012- 4/30/2013	5/1/2013- 4/30/2014
Start	\$52,369.30	\$53,678.53
After 1 year	\$54,725.78	\$56,093.92
After 2 years	\$59,441.80	\$60,927.85
After 3 years	\$62,115.00	\$63,667.88
After 4 years	\$64,911.20	\$66,533.98
After 5 years	\$67,831.43	\$69,527.21
After 6 years	\$70,883.88	\$72,655.97
After 7 years	\$74,074.70	\$75,926.57
After 8 years	\$82,004.10	\$84,054.20
Step Ranges for 2184 hr Employees		

Step	5/1/2012- 4/30/2013	5/1/2013- 4/30/2014
Start	\$49,875.48	\$51,122.36
After 1 year	\$52,120.23	\$53,423.23
After 2 years	\$56,611.78	\$58,027.07
After 3 years	\$59,157.88	\$60,636.82
After 4 years	\$61,820.83	\$63,366.35
After 5 years	\$64,601.65	\$66,216.69
After 6 years	\$67,508.55	\$69,196.26
After 7 years	\$70,547.68	\$72,311.37
After 8 years	\$78,098.85	\$80,051.32
Step Ranges for 2080 hr Employees		

**APPENDIX B  
ELECTION FORM**

**THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:**

**OPTION 1: ELECTION TO USE THE GRIEVANCE/ ARBITRATION PROCEDURE:**

**ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE LEMONT BOARD OF FIRE AND POLICE COMMISSIONERS**

I, \_\_\_\_\_, being proposed for discipline by the Village of Lemont Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the Village of Lemont, Illinois, and the Metropolitan Alliance of Police. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the provisions of any Illinois civil service law, board of fire and police commissioners law, rule or regulation, such as 65 ILCS 5/10-2.1 et seq., as amended.

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for in any Illinois civil service law, rule or regulation, such as 65 ILCS 5/10-2.1 et seq., as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the Village of Lemont and the Metropolitan Alliance of Police. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Lemont Department. By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the Village of Lemont, the Lemont Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Illinois  
My commission expires \_\_\_\_\_

Received by the Chief of Police's Office: \_\_\_\_\_, 200\_\_  
Date

**OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS OF THE VILLAGE OF LEMONT AND TO WAIVE GRIEVANCE/ ARBITRATION:**

**ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE BOARD OF FIRE AND POLICE COMMISSIONERS AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE**

I, \_\_\_\_\_, being subject to discipline by the Village of Lemont Police Department (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Lemont in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Lemont and the Metropolitan Alliance of Police.

I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my suspension without pay or my termination.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Lemont, the Lemont Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, Illinois  
My commission expires \_\_\_\_\_

Received by the Chief of Police's Office: \_\_\_\_\_, 200\_  
Date