

AGREEMENT BETWEEN
THE VILLAGE OF VERNON HILLS
and
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
(Telecommunicators)

May 1, 2010 – April 30, 2013

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PREAMBLE

This Agreement is entered into by the Village of Vernon Hills (hereinafter referred to as the "Village" or the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish wages, hours and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and/or application of this Agreement.

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

ARTICLE I. RECOGNITION.

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-10-081, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours and working conditions for employees in the following unit:

Included: All persons employed full-time by the Village of Vernon Hills in its police department in the title of Telecommunicator.

Excluded: All part-time Telecommunicators; all sworn employees of the police department; all managerial, confidential, and supervisory employees; and all other employees of the Village of Vernon Hills.

ARTICLE II. MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its telecommunicators, including but not limited to the following: to hire, evaluate, promote, demote, suspend or discharge telecommunicators for just cause; to plan, direct, control and determine the budget and all the operations, services, policies, practices and missions of the Village; to determine the methods, means, organization and number of personnel by which operations are to be conducted; to supervise and direct the working forces; to establish the qualifications for and to employ telecommunicators; to deploy telecommunicators both internally and externally to other telecommunicator-related assignments; to schedule and assign work; to maintain a capable and efficient work force; to establish and eliminate specialty positions and to select personnel to fill them; to transfer and reassign telecommunicators; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to purchase goods and contract out services; to determine the methods, means, organization and number of personnel by which departmental operations and services shall be made or performed; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to establish the standards for promotions; to establish performance standards for telecommunicators; to discipline, suspend and/or discharge non-probationary telecommunicators for just cause; to discipline, suspend or discharge probationary telecommunicators; to change or eliminate existing methods, practices, equipment or facilities or introduce new ones; to determine fitness and training needs and to assign telecommunicators to training; to determine work hours (shift hours) and to change them from time to time; to determine and implement internal investigation procedures; to lay off personnel for budgetary or other reasons; to subcontract or contract out services or to assign non-bargaining unit employees to perform services; and to take any and all actions necessary to carry out the mission of the Village and the Police Department.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

ARTICLE III. FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 3.1 Dues Deduction

While this Agreement is in effect, the Employer will deduct from each employee's paycheck the amount of Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, written authorization form (attached hereto as Appendix "A"). The Union shall advise the Employer of any increase in dues in writing, at least thirty (30) days prior to its effective date. Dues shall be remitted to the Union by the tenth day of the month following such deduction. Such transmittal may be by wire transfer. Any Union member may revoke the dues authorization, by providing written notice to the Union and the Employer by certified mail, return receipt requested, at any time.

The Village shall provide to the Union, within thirty (30) days of hire, the name, address and starting date of any new bargaining unit member, and pursuant to 5 ILCS 315/6(c), will furnish to the Union a complete list of the names and addresses of the employees in the bargaining unit twice per year.

Section 3.2 Fair Share Fee

During the term of this Agreement, pursuant to 5 ILCS 315/6, the parties agree that as of the date of the execution of this Agreement, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 3.1 of this Article, bargaining unit members who are not members of the Union shall, commencing sixty (60) days after the effective date of this Agreement, pay a fair share fee to the Union for collective bargaining and contract administration services tendered by the Union as the exclusive representative of the telecommunicators covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Union each month. Such remittance may be by wire transfer. The Union shall annually provide to the Village a list of members covered by this Agreement who have not authorized dues deduction pursuant to this Section, and an affidavit which specifies the amount of the fair share fee. The initial list designating which individuals are subject to the fair share provisions of this Agreement shall be provided to the Village within thirty (30) days of the effective date of this Agreement. Thereafter, in the event a bargaining unit member revokes the dues authorization, the Union shall provide the Village with a revised list within thirty (30) days of the effective date of such revocation.

Fair Share payments shall be used for the following purposes only:

- (1) Expenses related to the negotiations of this Agreement;
- (2) Expenses relating to administration of this Agreement;
- (3) Expenses related to adjustment of grievances filed hereunder;
- (4) Expenses relating to lobbying activities insofar as said activities relate to the Union's collective bargaining efforts;
- (5) Expenses otherwise permitted by law to be included in the Fair Share payment provided that in no event shall any such payment be utilized for the purpose of

supporting any political or ideological activities of the Union, including contributions related to the election or support of any candidate for political office.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share fee payors can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings 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 are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3 Indemnification

The Union shall indemnify, defend, save and hold harmless the Village, its elected representatives, officers, administrators, agents and officers from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

Section 3.4 Council Use of Bulletin Board

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

ARTICLE IV. NO STRIKE, NO LOCKOUT

Section 4.1 No Strike

During the term of this Agreement, neither the Union nor any officers, agents or employees of the Union will call, initiate, institute, authorize, instigate, promote, sponsor, engage in, participate in, condone, sanction or ratify any strike, sympathy strike, stoppage of work, refusal to work overtime, mass absenteeism, organized interference, which in any way results in the interruption or disruption of the operations of the Village. During the term of this Agreement, no bargaining unit member shall refuse to cross any picket line, by whomever established. Each telecommunicator that holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of any action prohibited by this Section of this Article, the officers and agents of the Union shall disavow such action and encourage that employees return to work, and shall use their best efforts to achieve a prompt resumption of normal operations. Any telecommunicator who violates the provisions of this Section 4.1 shall be subject to discipline.

Section 4.2 No Lockout

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

Section 4.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 4.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance, nor is it a precedent.

Section 4.4 Judicial Restraint

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

ARTICLE V. LABOR MANAGEMENT MEETINGS

Section 5.1 Meeting Request

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

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

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

Section 5.2 Exclusivity of Meetings

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

Section 5.3 Employee Attendance at Meetings

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at these meetings shall be on non-duty time and shall not be considered as time worked for the employee involved. However, if a meeting is scheduled during an employee's regular duty time, an employee may be released from duty in order to attend, with the permission of the employee's supervisor.

ARTICLE VI. GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance

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

Section 6.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised by the affected telecommunicator and/or the Union within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or within ten (10) calendar days after the date when the telecommunicator or the Union Officer should, using reasonable diligence, have become aware of the event giving rise to the grievance, in accord with the following procedure

Step One: Immediate Supervisor

The telecommunicator or the Union shall give written notification of a grievance to the non-bargaining unit supervisor (currently the Communications Supervisor). Such notification shall specifically state that the matter is a grievance under this Agreement and shall include a description of the event giving rise to the grievance, the date of the event, and the specific provision of the Agreement alleged to have been violated and the relief requested. The notification will be deemed received for purposes of the grievance procedure when actually received by the immediate superior. The parties shall document the date such grievance is received on the grievance form. The immediate superior shall answer the grievance in writing within ten (10) calendar days of his/her receipt of the grievance.

Step Two: Appeal to the Chief of Police

If the grievance is not settled in Step One, or if a timely answer is not given, the telecommunicator or the Union may, within ten (10) calendar days following the immediate supervisor's answer or expiration of the time limit set forth in Step One, file with the Chief of Police a written appeal signed by the telecommunicator or the Union. The written appeal shall include a description of the event giving rise to the grievance, the date of the event, the provision of the Agreement alleged to have been violated and the basis upon which the grievant believes the grievance was improperly denied at the previous step. The telecommunicator and a representative of the Union may meet with the Chief of Police or his designee to discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief of Police or his designee shall give a written answer within ten (10) calendar days of the date of the discussion, or if no such discussion is had, within ten (10) calendar days of the Chief of Police's receipt of the grievance, whichever is later.

Step Three: Appeal to Village Manager

If the grievance is not settled in Step Two, or if a timely answer is not given, the telecommunicator or the Union may, within ten (10) calendar days following receipt of

an answer from the Chief of Police or his designee, or within ten (10) calendar days of the date of the meeting, whichever is later, file with the Village Manager a written appeal signed by the telecommunicator or the Union. The telecommunicator and a representative of the Union shall meet with the Village Manager or his designee to discuss the grievance within ten (10) calendar days of receipt of the telecommunicator's appeal. If no agreement is reached in such meeting, the Village Manager or his designee shall give his answer in writing within ten (10) calendar days of the date of the meeting.

Step Four: Arbitration

If the grievance is not settled in accordance with the foregoing procedure or if a timely answer is not given, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after receipt of the answer of the Village Manager or his designee in Step Three, or the expiration of the time limit for such answer, whichever is later.

If the parties are unable to agree upon an arbitrator within ten (10) working days after the Village receives the notice of referral, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be members in good standing of the National Academy of Arbitrators, and all of whom shall maintain business offices in the States of Illinois. Upon receipt of the panel, the Union and the Village will determine by coin toss who is to strike first. The Union and Village shall then alternate striking a name, and the person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one panel of arbitrators in its entirety and request that a new panel be submitted.

The arbitrator shall be notified of his selection and shall be asked to set a time and a place for the hearing, subject to the availability of Village and Union representatives. Upon the request of either party, the arbitrator shall have the power to require the presence of a reasonable number of witnesses or documents.

The arbitrator shall have no power, in his decision or award, to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to him as raised and presented in writing at Step One and shall have no authority to make his decision on any issue not so submitted. His decision shall be based solely upon an interpretation of the meaning or application of this Agreement to the facts of the grievance presented. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. However, the arbitrator shall have no authority to make any decision or award that is in any way contrary to or inconsistent with the applicable laws or rules and regulations of administrative bodies that have the force and effect of law. Nor shall the arbitrator have any authority to limit or

interfere with the powers, duties and responsibilities of the Village under applicable statutory and case law.

Any decision or award of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator and the cost of the court reporter and a written transcript, if any, shall be divided equally between the Village and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 6.3 Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not presented by the telecommunicator or the Union within the time limits set above, it shall be considered waived and may not be further pursued by the telecommunicator or the Union. If a grievance is not appealed within the time limits for appeal set forth above, it shall be deemed settled on the basis of the last answer of the Village and shall not be subject to further appeal. If the Village fails to provide an answer within the time limits so provided, the grievance shall be deemed denied and the Union may immediately appeal to the next step. The parties may mutually agree in writing to extend any time limits.

Section 6.4 Investigation and Discussion

All grievance discussions and investigations shall take place in a manner that does not unreasonably interfere with Village operations and no such discussions or investigations shall take place while any telecommunicator so involved in such discussion or investigation is on duty, unless such telecommunicator receives permission from his supervisor or unless such telecommunicator is on an approved meal or work break. No time spent off-duty on grievances or other Union related matters by telecommunicators shall be considered time worked for compensation purposes, unless the Police Chief provides written authorization to the contrary.

ARTICLE VII. LABOR COUNCIL REPRESENTATION

Section 7.1 Right of Entry

Authorized representatives of the Union shall have reasonable access to the Employer's premises during working hours in order to converse with members of the Union and/or representatives of the Employer concerning matters covered by this Agreement, provided the representatives have provided advance notice to the Employer, have obtained permission from the telecommunicator's supervisor to converse with such member(s) of the Union during work periods, and such access does not disrupt the operations of the Employer, provided that such permission shall not be unreasonably denied.

Section 7.2 Labor Council Negotiating Team

A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council and negotiating team are not scheduled to work. If a designated Labor Council negotiating team member is on regular day off status or otherwise on an approved day off on the day of negotiations, he/she will not be compensated for attending the bargaining session.

Section 7.3 Delegates

One employee per shift chosen as a delegate to an Illinois Fraternal Order of Police Labor Council Annual conference will be allowed the use of available time off options. However that employee is subject to the Employer's staffing rules and procedures, in order to attend any such conference or meeting.

ARTICLE VIII. INDEMNIFICATION

Section 8.1 Employer Responsibility

The Village shall be responsible to hold telecommunicators harmless from and pay for money damages which may be adjudged, assessed or otherwise levied against any telecommunicator covered by this Agreement for any acts of the telecommunicator arising within the scope of his employment, except for damages which are punitive or exemplary in nature, or unless otherwise prohibited by law.

Section 8.2 Legal Representation

Telecommunicators shall have legal representation by the Employer in any civil cause of action brought against a telecommunicator resulting from or arising out of the performance of duties, except for claims for punitive or exemplary damages and except as prohibited by law.

Section 8.3 Cooperation

Telecommunicators shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

Section 8.4 Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the telecommunicator is acting within the scope of his employment and where the telecommunicator cooperates, as defined in Section 8.3, with the Employer in defense of the action or actions or claims.

ARTICLE IX. HOURS OF WORK AND OVERTIME

Section 9.1 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per work cycle. It is not intended to establish a right to compensation in any form for time not actually worked, except as provided for in this Agreement.

Section 9.2 Departmental Work Schedule

The normal work day for full-time telecommunicators shall consist of twelve (12) hours. The schedule shall be a modified twelve hour schedule, attached as Appendix "B."

There shall be two regular shifts, as follows: the AM shift, commencing at 0600 hours and concluding at 1800 hours, and the PM shift, commencing at 1800 hours and concluding at 0600 hours. However, once during each fourteen (14) day pay period, each full-time telecommunicator will work a modified shift consisting of eight (8) hours, commonly referred to as an "Early Day."

The normal work cycle shall be fourteen (14) consecutive days and shall allow for every other weekend off, as follows: two (2) days on, two (2) days off, followed by three (3) days on, two (2) days off, followed by two (2) days on, three (3) days off (then repeating).

Notwithstanding the above, the Village shall have the right to schedule "power shifts." For the term of this Agreement, so long as the Village continues to utilize twelve (12) hour shifts (excluding power shifts), the Village shall make no changes to the normal work cycle described above, provided that the Village may change the starting and ending times of the twelve (12) hour shifts plus or minus two (2) hours (*e.g.*, 0800-2000; 1900-0700).

The Village reserves the right to change the length of the normal workday for good cause, and if so, to change the normal work cycle and shift schedule (hereinafter collectively referred to as "scheduling changes") of an employee or employees, provided the Village shall give, if practicable (*i.e.*, in pre-planned or non-emergency situations) at least one hundred twenty (120) days advance notice of such change(s) to all employees effected by such change(s), in order to allow the Village and the Union to meet and confer regarding such schedule change(s), within thirty (30) days of such, notice, if so requested by the Union. The Village may implement such schedule change(s) after the thirty (30) day meet and confer period has expired, but such implementation shall not occur prior to the date indicated in the initial one hundred twenty (120) day notice to the employee(s). No such shift changes shall occur unless such shift change is also being made with regard to sworn police officers.

In order for an Early Day request to be considered, such request shall be submitted for the next calendar month by the fifteenth (15th) day of the preceding month. This language shall not be construed as a guarantee that Early Days will be utilized by the Employer.

Section 9.3 Scheduling and Shift Assignments

Shift preferences shall be submitted by each telecommunicator on an annual basis, for implementation the January following. Assignments to shifts shall be made by seniority, but the Employer reserves the right to make adjustments in order to achieve the Department's mission, so long as such adjustments are not arbitrary or capricious. Telecommunicators who are on probation may be assigned to any shift or schedule or have their shift or schedule changed from time to time, at the discretion of the Chief of Police.

Section 9.4 Trading Shifts

Bargaining unit members shall be allowed to trade a duty day (shift) with another member, but only after obtaining the approval of the shift supervisor or his/her designee, the approval of which shall not be unreasonably denied. Bargaining unit members shall be limited to three (3) duty trades per month.

Section 9.5 Overtime Pay

So long as the Village's normal work day for telecommunicators is a twelve (12) hour day, the Village is deemed to have elected the overtime exemption permitted pursuant to section 207(b) of the Fair Labor Standards Act (29 U.S.C. §207(b)), and to have established a "Section 7 (b) plan" (also known as "1040/2080" plan), whereby telecommunicators will average 40 hours of work over 26 and 52 week periods. Overtime compensation will then be calculated and paid in the manner established pursuant to section 207(b). Telecommunicators who work in excess of a twelve (12) hour shift shall be entitled to compensation at a rate of one and one-half (1 ½) times their regular hourly rate of pay for any actual work performed in excess of twelve (12) hours in any workday, or in excess of fifty-six (56) hours in any work week or in excess of an employee's regularly scheduled shift hours. For purposes of this Section, no telecommunicators will be employed more than 1,040 hours during any period of twenty-six (26) consecutive weeks. "Hours worked" in this Section include all hours compensated. However, overtime compensation will be paid for time worked in excess of the normal workday, and for time worked on days which are in addition to the normal scheduled work days.

Section 9.6 No Pyramiding

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

Section 9.7 Court Time

Each employee subpoenaed to appear during non-duty hours in any court for Village business, or who is subpoenaed to appear before any civilian administrative body or, concerning matters arising in the course of their duties, during non-duty hours, shall be compensated at the overtime rate of one and one-half (1 ½) times. Such time shall be calculated as beginning when the employee arrives at court or at the place of the administrative hearing, and shall end when the

employee leaves the court or the administrative hearing. A minimum of two (2) hours shall be paid for such court time occurring during off-duty hours.

Section 9.8 Training Days.

Telecoms who complete scheduled training during their normal scheduled duty shift shall report to work for the remaining scheduled shift, unless the employee and Employer agree to allow the employee to take accrued but unused paid time off for the remaining hours of their shift.

Travel time will be calculated by the utilization of mapping software (*i.e.*, MapQuest). This calculation will be from the Department to the training site, and from the training site to the Department (round trip), plus 30 minutes, for each scheduled day of training. Class time and travel time will be combined to calculate the total duration of the training day. Bargaining unit members will have the option of leaving from the Department using a Department vehicle, or leaving from a location other than the Department, utilizing their personal vehicle, to attend training.

Section 9.9 Overtime Work.

The Village reserves the right to utilize non-bargaining unit members to perform telecommunicator functions, as a continuation of its historic practice. The Village and the Union agree that overtime work opportunities that shall be required to be first offered to bargaining unit members are those that are created by bargaining unit members' absence from work by reason of use of vacation time, sick leave, personal days or compensatory time. All other overtime work opportunities (*e.g.*, "Early Day" hours; absences by bargaining unit members due to resignation or termination of employment; absences of non-bargaining unit members) may be made available to bargaining unit members or non-bargaining unit members, at the Employer's discretion.

When overtime work opportunities are made available to bargaining unit members, such overtime opportunities shall be offered to bargaining unit members on the following basis:

(a) **Unanticipated Overtime** shall be defined as overtime that becomes known less than five (5) days prior to its time of availability. **Anticipated Overtime** is that overtime that becomes known five (5) days or more prior to its availability.

(b) Unanticipated overtime shall be filled by first offering the overtime to off-duty bargaining unit members in order of seniority. Off-duty bargaining unit members may agree to work all or a portion of such overtime (a minimum of 4 hours) but no telecommunicator shall work more than sixteen (16) consecutive hours under these circumstances. If no off-duty bargaining unit members wish to work the overtime, on-duty bargaining unit members shall be offered the remaining overtime in order of seniority, but no telecommunicator shall work more than sixteen (16) consecutive hours under these circumstances. In the event no on-duty or off-duty bargaining unit members wish to take the overtime, the overtime may be offered or assigned to non-bargaining unit members at the Employer's discretion, or a bargaining unit member shall

be ordered to work the overtime, by holding over a bargaining unit member to work the first four (4) hours, and/or ordering a bargaining unit member from the on-coming shift to report to work four (4) hours early. (The bargaining unit member who shall be required to be "forced" back or held over shall be determined on the basis of seniority, least senior first, but once selected, such bargaining unit member's position shall be rotated with the remaining bargaining unit members on such shift.) The filling of any remaining overtime hours (*i.e.*, the middle four (4) hours) shall be accomplished by ordering off-duty personnel to report to work, on the same rotating basis of inverse seniority of the off-duty personnel. If a bargaining unit member is forced back or held over, he/she may arrange a duty trade with another qualified employee (either full-time or part-time) for any portion of such overtime assignment, provided the 2 employees notify the supervisor on duty that such trade has been arranged, prior to the start of such trade. No telecommunicator shall work more than sixteen (16) consecutive hours under these circumstances.

(c) Anticipated overtime shall be posted not less than five (5) days prior to its scheduled time of occurrence and shall remain posted for a minimum of four (4) consecutive days, during which time bargaining unit members may sign up for such overtime opportunity. Anticipated overtime shall be granted to the member with the most seniority who has signed up for such overtime opportunity, but no telecommunicator shall work more than sixteen (16) consecutive hours under these circumstances. Anticipated overtime that goes unfilled shall be treated as unanticipated overtime, when it remains unfilled within twenty-four (24) hours of its time of occurrence.

(d) Under exigent circumstances, the procedures for unanticipated overtime need not be followed by the Employer, and staffing of telecommunicators' positions may be filled at the Employer's discretion.

(e) The remedy for any breach of these procedures shall be that the grievant shall be entitled to work four (4) hours at the telecommunicator's overtime pay rate, at a time to be mutually agreed by the grievant and the Employer.

Section 9.10 Call Back

A "call back" is defined as an employee's assignment of work, which does not continually precede or follow an employee's regularly scheduled working hours. Employees "called back" to the Employer's premises at a specified time on a regularly scheduled work day shall be paid for a minimum of three (3) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the appropriate overtime rate.

Section 9.11 Compensatory Time

At the employee's option, the employee shall be credited with compensatory time at the appropriate overtime rate (of one and one-half (1 ½) or double (2) time) as dictated by this Agreement, in lieu of paid overtime. Requests to use compensatory time submitted on or before March 1 may be trumped by a vacation request submitted before March 1 for the same day. Requests to use compensatory time submitted after March 1 shall be on equal footing as requests

to use vacation or other time off submitted after March 1. Compensatory time cannot be scheduled for July 4, the Friday following Thanksgiving, or days during Summer Celebration. Use of compensatory time shall not be unreasonably denied and, if denied, the Employer shall advise the employee of the next available opportunity within a reasonable time period when the employee may use such compensatory time, if the employee so chooses. Once approved, compensatory time off will not be rescinded. Compensatory time shall be taken at the minimum of one-half (1/2) hour increments. Accumulation of compensatory time shall be replenishable, but shall be limited to eighty (80) hours. Whenever an employee has reached the maximum accrual of compensatory time, all overtime hours worked shall be paid at the appropriate overtime rate, until the employee has reduced his compensatory time accrual below the maximum. Upon separation, any unused compensatory time shall be paid at the employee's final regular rate of pay. At any time during the year, the employee may opt to cash out any amount of their accumulated compensatory time. Unused compensatory time shall be carried over from contract year to contract year, subject to the maximum carry-over limit of eighty (80) hours.

Section 9.12 Personal Hours/Floating Holidays

In addition to the holidays specified in this Agreement, each employee covered by this Agreement shall be entitled to thirty-two (32) hours per annum of personal hours/floating holidays. Floating holidays can be taken in a minimum of one-half (1/2) hour increments.

Section 9.13 Roll Call Time

Bargaining unit members who are required to report for roll call shall be compensated for such time spent at roll call at the applicable rate.

ARTICLE X. EMPLOYEE SECURITY

Section 10.1 Just Cause Standard

No employee covered by this Agreement shall be disciplined without just cause. Notwithstanding the above, a probationary employee may be disciplined or discharged for any reason, and such discipline or discharge shall not be subject to the grievance/arbitration process of Article VI of this Agreement.

The Employer agrees to use its best efforts to follow the tenets of progressive discipline.

This procedure does not preclude the Village from bypassing steps when disciplining an employee. The nature, extent and seriousness of the offense will determine the appropriate disciplinary action. All disciplinary matters, except for probationary employees, shall be subject to the grievance procedure in this Agreement, commencing at Step 2, provided, however, oral and written reprimands shall not be subject to arbitration.

Section 10.2 Employee Notification

A copy of any disciplinary action or material related to a Telecommunicator's performance which is placed in the personnel and/or disciplinary file(s) shall be given to the Telecommunicator at the same time it is placed into the file.

Section 10.3 Personnel Files

Nothing in this Agreement shall be considered to preclude the applicability of the Personnel Records Review Act, as set forth in 820 ILCS 40/0.01 *et seq.*, but said Personnel Records Review Act shall not be incorporated herein by reference, nor subject to the grievance procedures of this Agreement.

Section 10.4 Personal Assets

The Village shall not require an employee to disclose any item of his property, income, assets, source of income or assets, debts or personal or domestic expenditures.

Section 10.5 Release of Information

The Village agrees to abide by the provisions of the Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Section 10.6 Use of Unfounded or Exonerated Material

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

employee's personnel records, but the Village may maintain such material in another file for use in any judicial or administrative proceedings.

Section 10.7 Representation at Disciplinary Meetings

At any meeting with a command or supervisory employee of the Village which a telecommunicator reasonably believes may result in discipline, the telecommunicator shall have the right to request that a Labor Council representative be present at such meeting. Such meeting shall not be delayed so that any particular Labor Council representative or steward may be present, if any other Labor Council representative or steward is available.

ARTICLE XI. OUTSIDE EMPLOYMENT

The Village may restrict outside employment, even employment previously approved, which interferes with the employee's performance of his/her Village duties. Except as provided above, employees shall be allowed to engage in outside employment not to exceed sixteen (16) hours per week, except in a work week in which the employee is scheduled to work thirty-six (36) hours or less ("short week"), an employee shall not exceed twenty (20) hours of outside employment. If such outside employment involves duties similar to those performed for the Village, the employee must provide a written agreement signed by their outside employee indemnifying the Village and holding the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, such outside employment. Probationary employees are not permitted to engage in outside employment during their probationary period, except with another unit of local government, and with the permission of the Chief of Police or his/her designee.

ARTICLE XII. HOLIDAYS

Section 12.1 Designation of Holidays

The following days shall be considered holidays during the term of this Agreement:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Fourth of July	*Christmas Eve (1/2 day)
Labor Day	Christmas Day
	**New Year's Eve (1/2 day)

*Effective December 24, 2012 – full day

**Effective December 31, 2012 – full day

Section 12.2 Eligibility Requirements

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls, and must work his full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief.

Section 12.3 Holiday Pay

All full-time bargaining unit members who are eligible will receive holiday pay consisting of eight (8) hours of regular pay for each holiday, regardless of whether they are actually scheduled to work. In addition, any full-time bargaining unit members whose shift actually begins during the holiday or who works on the holiday will receive compensation for such hours worked at their regular rate of pay, as well as the additional compensation described hereinafter: An employee whose scheduled shift begins on a holiday will receive four (4) "special holiday" hours of pay at the regular rate, if the employee works at least eight (8) hours on that holiday. When a shift is scheduled to begin on the holiday, and an employee works less than eight (8) hours, then the "special holiday" hours will be reduced as follows:

- if at least six (6), but less than eight (8), hours are worked on a holiday, it will result in payment of three (3) hours of "special holiday" pay, at the regular hourly rate;
- if at least four (4), but less than six (6), hours are worked on a holiday, it will result in payment of two (2) hours of "special holiday" pay, at the regular hourly rate;
- if at least two (2), but less than four (4), hours are worked on a holiday, it will result in payment of one (1) hour of "special holiday" pay, at the regular hourly rate.

Notwithstanding any of the above, any full-time bargaining unit member who is not scheduled to work on a holiday but who does work on a shift that begins on that holiday will be paid double time for the time worked on that holiday, but such employee will not receive any "special holiday" hours compensation, as described above. In addition, any other overtime worked during a shift beginning on a holiday, regardless of whether that shift was scheduled or unscheduled, will be compensated at the double time rate. A full-time bargaining unit member who is scheduled to work a holiday, but instead takes the holiday as comp time, will receive payment for the comp time at the regular rate, plus the additional eight (8) hours for the holiday pay that was not actually worked.

Section 12.4 Holiday During Vacations

Any holiday observed by the Village, which may occur during an employee's scheduled vacation period, shall not be counted as a day of vacation.

Section 12.5 Holiday Hours Defined

For purposes of holiday compensation and eligibility for holiday pay pursuant to Section 12.2, employees will be eligible only for the day on which his/her work shift begins.

ARTICLE XIII. SENIORITY, LAYOFF AND RECALL

Section 13.1 Definition of Seniority

As used in this Agreement, the term "seniority" shall refer to and be defined as the continuous length of employment with the Village of Vernon Hills as a full-time telecommunicator, less adjustments due to layoff or other breaks in service that were not related to a medical leave or otherwise required by law. A telecommunicator who receives discipline in excess of thirty (30) days for a single disciplinary event shall have their seniority reduced by the number of days of the discipline. For purposes of benefits accrual only, length of service shall be defined as the continuous length of employment with the Village of Vernon Hills, less adjustments due to layoff or other breaks in service that were not related to a medical leave or otherwise protected by law.

Section 13.2 Probationary Period

The probationary period for new hires shall be twelve (12) months in duration, commencing on the day of employment. Time absent from work in excess of thirty (30) calendar days shall not apply towards satisfaction of the probationary period, and shall result in an automatic extension of the probationary period equal to the length of such absence. The probationary period may be extended by the Employer, at the Employer's sole discretion, but not to exceed an additional six (6) months, provided that written notice of such extension of the probationary period is provided to the employee and the Union at least thirty (30) days before the scheduled expiration of the original probationary period. During any probationary period, a probationary employee is subject to discipline, including discharge, without cause, and shall have no recourse to the grievance/arbitration procedure regarding such discipline or discharge.

Section 13.3 Layoffs

If the Village, in its discretion, determines that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their seniority, as defined in this Agreement. Except in an emergency, no layoff will occur without at least sixty (60) calendar days notification to the Union and the effected employee.

Section 13.4 Recall.

Covered members who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, covered members who are still on the recall list shall be recalled, in the inverse order of their layoff (most senior re-called first). Employees who are eligible for recall and the Union shall both be given fourteen (14) calendar days notice of recall by certified or registered mail, provided that the employee must notify the Employer of the employee's intention to return to work within seven (7) calendar days after receiving notice of recall and the employee must report to work within fourteen (14) calendar days of the notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with the latest mailing address. If an

employee fails to respond as set forth herein to a recall notice, or if an employee fails to report to work within fourteen (14) calendar days of the notice of recall, the employee's name shall be removed from the recall list, unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification in which case the individual will be placed next on the recall list

Section 13.5 Effects of Layoff

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation, floating holidays/personal days, and any compensatory time which was earned prior to the effective date of the layoff, and any other applicable benefit time or reimbursement owed (*i.e.*, sick leave, if eligible), as of the effective date of the layoff.

2. An employee shall have the right to maintain insurance coverage by paying the full monthly premium for single and, if desired, dependent coverage, so long as such employee remains eligible, as determined by the appropriate federal and/or state executive order, law or act. The payment schedule shall be determined by the Village, in accordance with applicable federal and/or state regulations.

Section 13.6 Posting of Seniority List

The Village agrees to post each January a list setting forth the names of Telecommunicators who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Employer in writing, within twenty-one (21) days of the posting of such seniority list.

Section 13.7 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired pursuant to a legal, mandatory retirement age);
- (d) fails to notify the Police Chief or his designee of his intention to return to work within seven (7) calendar days after receiving notice of recall;
- (e) is laid off and fails to report to work within seven (7) days after sending the Village a notice of intent to return;
- (f) is laid off for a period in excess of two (2) years; or

- (g) does not perform work for the Village (except for military service, disability pension, a lay-off where the employee has recall rights, or an established work-related injury compensable under worker's compensation) for a period in excess of twelve (12) months.

ARTICLE XIV. VACATIONS

Section 14.1 Eligibility and Allowances

Employees covered by this Agreement shall accrue vacation leave credit annually according to the following schedule:

1 st through 4 th full year of service:	80 hours
5 th through 9 th full year of service:	120 hours
10 th through 19 th full year of service:	160 hours
20 th and above full years of service:	200 hours

As used in this Section, the phrase "full year of service" shall mean a twelve month period of uninterrupted employment commencing on an employee's hire date and ending on the anniversary of their hire date in each subsequent year.

Section 14.2 Accrual

(a) Employees hired before May 1, 2003. For employees hired before May 1, 2003, the employee's vacation for the year will accrue in full on January 1st each year (this includes any additional vacation to which they are entitled due to years of service which will be reached on their anniversary date occurring later that calendar year).

(b) Employees hired after May 1, 2003. For employees hired on or after May 1, 2003, vacation leave will be accrued in hours by month. The hours accrued in a month will be one-twelfth (1/12th) of the total an employee is entitled to for the annual period, based on the total amount that corresponds to the schedule in Section 14.1 above. In other words, the specific number of hours of an employee's monthly accrual of vacation time will be based on the number of full years of service completed by an employee at that particular time.

Employees shall not be able to use any accrued vacation time until they have worked at least six (6) full months for the Village.

Section 14.3 Vacation Pay

Vacation pay shall be paid at the employee's regular straight time hourly rate of pay in effect on the date of such vacation day.

Section 14.4 Scheduling

Vacations shall be scheduled by bargaining unit members as follows: Bargaining unit members may request vacation preferences based on a rotational basis based on seniority as defined in this Agreement. Each bargaining unit member may select blocks of two or more consecutive days up to eighty-four (84) hours of vacation as a first pick preference. All first pick vacation preference requests must be completed no later than March 1st for the following twelve (12) month period. Prior to March 1st, requests for vacation shall be approved in the order

received, based on seniority, provided that no more than one (1) bargaining unit member per shift may be scheduled for vacation. After March 1st, any additional vacation that has not been scheduled may be scheduled on a first come, first served basis, provided that no such vacation request shall be approved unless the Village's staffing requirements are met. Vacation time which is scheduled after the March 1st preference deadline must be taken in a minimum of one-half (1/2) hour increments.

Section 14.5 Vacation Carry-Over

Any carry-over or accrual of vacation time must comply with the provisions of Section 12.03 of the Village's Personnel Rules, as existed in August 2006.

Section 14.6 Vacation Benefits at Separation

Any bargaining unit member shall be compensated for vacation leave earned and unused at the date of such employee's separation or resignation. In the event of separation due to the death of the employee, such compensation shall be paid to the employee's beneficiary of the Village's life insurance plan.

ARTICLE XV. SICK LEAVE

Section 15.1 Accrual

Bargaining unit members shall earn eight (8) hours of sick leave per month of employment, provided the employee was not absent on unpaid leave for more than fifteen (15) calendar days that month. Bargaining unit members may accumulate sick leave to a maximum of 912 hours, subject to the buy-back provisions contained in Section 15.2. Sick leave may be used only for an employee's own sickness or disability. However, an employee may use sick leave, not to exceed forty-eight (48) hours per year, for the sickness of an immediate family member. Immediate family member shall be defined as the employee's spouse, children, stepchildren, father, mother or any other member of the employee's household. Sick leave shall not be granted in cases where regular or disability retirement has been approved or for absence due to injuries resulting from employment in a position other than that held in the Village's service. Employee's injured in the course of other employment shall be eligible for leave of absence without pay. Sick leave shall be required to be taken in a minimum of one-half (1/2) hour increments. Fractions shall be rounded up to one-half hour.

When an employee finds it necessary to be absent from work for any of the reasons specified herein, the employee shall be required to report such fact to their immediate supervisor. All employees shall be required to provide such notification at least two (2) hours in advance of their scheduled starting time, whenever possible, but no later than as soon as possible. An employee is responsible for reporting daily thereafter for the duration of the illness or injury. The Employer may request that the employee provide a statement from a doctor for any use of sick leave, which statement shall, at a minimum, require the doctor to state that the employee has been examined by the physician during the period of absence, that the employee was not fit to report to duty during such absence, and the date on which the employee is expected to be able to return to work.

Section 15.2 Sick Leave Buy-Back

On December 31 of each year, any employee who has accumulated sick leave in excess of 816 hours shall have their sick leave accumulation reduced to 816 hours, and the Village shall compensate the employee for such sick leave hours in excess of 816 hours at a rate of four (4) hours pay for each eight (8) hours of sick leave in excess of 816 hours. Such payments shall be made in the month of January of each year for the sick leave accumulated during the preceding calendar year. In addition, at the employee's option, any employee who has accumulated sick leave in excess of 720 hours may reduce their sick leave in January to any amount between 720 and 816 hours, at the same rate of compensation.

Section 15.3 Excessive Use of Sick Leave

Employees may be subject to discipline, if the employee abuses sick leave.

Section 15.4 Payment on Separation

Non-sworn full-time employees who leave (without being involuntarily terminated) the municipal service after at least fifteen (15) years of full-time employment and who have accumulated at least ninety (90) days (or 720 hours) of sick leave shall be compensated at their normal pay rate for 50% of the sick leave accumulated. In the event of separation due to death of the employee who has served at least the required fifteen (15) years, compensation shall be made to the employee's beneficiary.

ARTICLE XVI. ADDITIONAL LEAVES OF ABSENCE

Section 16.1 Unpaid Leave

The Village may grant an unpaid leave of absence under this Article to any bargaining unit employee, if the Village determines there is good and sufficient reason. Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his/her designee, as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. The Village reserves the right to determine whether such leave of absence is granted and the length of said leave, at the sole discretion of the Village Manager or his/her designee. The granting or denial of such request for leave of absence shall be subject to the grievance procedure set forth in Article VI of this Agreement, but any such grievance shall be commenced at Step Three of the grievance procedure. As a condition precedent to the Village offering the opportunity to request such unpaid leave of absence, no grievance shall be advanced to arbitration at Step Four of the grievance procedure.

During the time that the employee is on such unpaid leave, the employee shall not be entitled to any benefits provided pursuant to this Agreement, and shall not accrue seniority or service credit during such leave. However, the employee may continue to be covered by the Village's group health insurance plan, during such unpaid leave, provided the employee shall be responsible for 100% of the insurance premium during such leave.

Section 16.2 Military Leave

The parties agree to abide by state and federal law, as it relates to military leave and benefits.

Section 16.3 Bereavement Leave

In the event of a death in the immediate family, an employee may be granted up to a maximum of three (3) working days without loss of pay, as bereavement leave, in proximity to such occurrence. For purposes of this Section, immediate family is defined as the employee's husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, half-brother, brother-in-law, sister, half-sister, sister-in-law, and grandparents and grandchildren of the employee or their spouse, inclusive of step-relatives. In extenuating circumstances, the Village Manager may approve leave in case of death of other persons not included herein.

Section 16.4 Family and Medical Leave Act

The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended, and in conjunction with the Village's Family and Medical Leave Act policy, as the same may be changed from time to time by the Village.

Section 16.5 Jury Duty

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

Section 16.6 Court Attendance

Employees who have been subpoenaed to appear in court concerning matters arising in the course of their duties, shall, in addition to the compensation provided in Section 9.7, be required to turn over to the Village the amount paid to the employee as a witness fee.

ARTICLE XVII. UNIFORMS

Section 17.1 Quartermaster System

The Village agrees to provide a modified quartermaster system, in which the Village shall designate various retail sources from which employees may purchase uniforms and related equipment authorized by the Village, at an amount not to exceed three hundred fifty (\$350.00) dollars per annum.

Section 17.2 Dry Cleaning

The Village shall provide for the dry cleaning of uniforms, not to exceed twenty-five (\$25.00) dollars per month.

Section 17.3 Initial Uniform and Equipment Issuance

The Employer agrees to provide an initial uniform and equipment issue to each new employee hired as defined below, except that the employee receiving the initial uniform issuance shall not be entitled to the three hundred fifty (\$350.00) dollars per annum allowance in Section 17.1 until May 1 following the employee's successful completion of probation, unless the employee completes probation between May 1 and November 1, then the employee becomes eligible for such allowance upon successful completion of probation.

Once the Telecommunicator successfully passes the CTO Program, the Department shall provide the employee the following uniforms:

Combined Communications "soft" uniform:

- 3-Elbeco "Polo-style" short sleeve shirts with embroidered Combined Communications patch and name
- 2-Elbeco "Polo-style" long sleeve shirts with embroidered Combined Communications patch and name
- 3-Elbeco uniform trousers, black
- 1-Garrison Belt, Basket weave black
- 5-Socks, black
- 3-T-shirts, white or black
- 1-Pair of Boots or Shoes, black
- 1-Pullover Job Shirt

Once the Telecommunicator successfully passes the probation period, the Department shall provide the employee the following uniform:

Class."B" Uniform:

- 1-Long Sleeve Dress Shirt, Light Blue
- 1-Name Tag, Brushed Silver

1-Badge
1-Tie, Navy Blue
1-Tie Bar, Brushed Silver

Section 17.4 Uniform Changes

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

Section 17.5 Replacement of Damaged Clothing

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

Section 17.6 Replacement of Personal Property

The Employer agrees to pay for the repair or replacement, up to one hundred fifty (\$150.00) dollars, for corrective lenses, prescription sunglasses, or wristwatches, which are worn or carried by an employee and which are not prohibited by the Employer, when such item is damaged or destroyed as a result of the employee's performance of duty. Such claim shall be documented by the employee to the appropriate supervisor.

ARTICLE XVIII. EDUCATION AND TRAVEL

Section 18.1 School Seminars and Conferences

Registration fees for attendance at any school seminar or conference shall be paid by the Village, but only if the Village orders or directs the employee to attend.

Section 18.2 Tuition Reimbursement Program

The terms, provisions and conditions of the Tuition Reimbursement Program, as set forth in Exhibit "A" of the Personnel Rules of the Village of Vernon Hills, are hereby incorporated herein by reference. Bargaining unit employees are eligible to participate in such Tuition Reimbursement Program, subject to the terms, conditions and limitations set forth therein.

Section 18.3 Use of Personal Vehicle for Official Business

Employees who are authorized by a supervisor to use their personal vehicle for required attendance at any school, seminar, or conference or for other official business of the Village shall be compensated at the current IRS rate per month, and reimbursed for such use on a monthly basis. Bargaining unit members are advised that authorization to use a personal vehicle will be granted only if a Village vehicle is not available or its use is impractical.

Section 18.4 Travel Expense Reimbursement

The terms, conditions and limitations set forth in Chapter 18.00, entitled "Travel and Expenses," of the Personnel Policies of the Village of Vernon Hills are hereby incorporated herein by reference. Bargaining unit members are eligible to receive travel expense reimbursement, subject to the terms, conditions and limitations of said policy.

ARTICLE XIX. HEALTH AND LIFE INSURANCE

Section 19.1 Life Insurance

The Employer shall provide each full-time bargaining unit member with term life insurance in an amount equal to three (3) times the employee's yearly salary, maximum benefit of \$250,000.

Section 19.2 Health Insurance

The Employer's present complete health and hospitalization coverage, provided to all employees covered by this Agreement, shall remain in effect during the term of this Agreement; provided, however, the Employee may change carriers or the program once annually during the term of this Agreement, or self-insure, if desired, provided the benefits remain substantially the same, with the Employer paying 80% of the monthly premium cost for single or dependent coverage, and the employee paying 20% of the monthly premium cost for single or dependent coverage, for whichever plan is selected by the employee. However, any employee who chooses to be covered under the Village's indemnity or PPO plan, if so offered by the Village, rather than its HMO plan, shall be required to pay, in addition to the payments set forth hereinabove, an additional sum equal to the difference between the premium cost for the indemnity or PPO plan and the HMO plan.

The Employer's present dental insurance program will remain in effect during the term of this Agreement; provided, however, the Employer may change carriers or the program once annually during the term of this Agreement, provided the coverage remains substantially the same, with the Employer paying 75% and the employee paying 25% of the premium for single or dependent coverage, for whichever plan is selected by the employee.

The Employer's present vision insurance program shall remain in effect during the term of this Agreement, provided, however, the Employer may change carriers or the program once annually during the term of this Agreement, provided the coverage remains substantially the same, with the Employer paying 100% of the premiums for such coverage.

Section 19.3 Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies referred to in Section 19.2 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions or disputes concerning said insurance policies or plans or coverage thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and shall not be subject to the grievance procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Village, employee or beneficiary of any employee. It is agreed that the extent of the Village's obligation under this Article is limited solely to the payment of the costs of the

premiums for the insurance programs provided hereunder. The Village shall not be obligated to pay any insurance benefits provided for in this Article directly to employees or to their dependents or beneficiaries.

Section 19.4 Inoculation

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

Section 19.5 Line of Duty Death

The Village of Vernon Hills will provide ten thousand dollars (\$10,000.00) to the estate of any bargaining unit member killed in the line of duty. The funds shall be used to defray or reimburse all reasonable funeral and burial expenses.

ARTICLE XX. WAGES

Section 20.1 Wage Schedule

Effective May 1, 2010, employees shall receive a 2.0% increase, retroactive on all compensable hours. Effective May 1, 2011, employees shall receive a 2.5% increase, retroactive on all compensable hours. Effective May 1, 2012, employees shall receive a 3.0% increase. Appendix "C" contains the Wage Schedules for the above-referenced time periods.

Section 20.2 Communications Training Officer

The Village shall compensate employees, at the rate of one (1) additional hour, at straight time pay, for each shift that such employees are authorized to, and actually perform, as a Communications Training Officer. The Village shall be obligated to make only one (1) such CTO payment per shift. Such compensation may be taken in pay or in compensatory time, subject to the maximum accrual of compensatory time.

Section 20.3 Shift Differential

Bargaining unit members will be paid a ten (10%) percent shift differential for the hours actually worked between 10:00 p.m. and 6:00 a.m. Shift differentials shall not be paid for any hours worked outside of those hours set forth hereinabove.

Section 20.4 Longevity Pay

Bargaining unit members who were hired as telecommunicators by the Village before May 1, 2011 shall be eligible for longevity pay. Bargaining unit members who were hired as telecommunicators by the Village after May 1, 2011 will not be eligible to receive longevity pay. Longevity awards are earned based upon an employee's original employment date as a telecommunicator. Longevity awards shall be paid quarterly to those employees eligible on the first pay day of May, August, November, and February. Longevity pay shall be earned as follows:

<u>Upon completion of</u>	<u>Longevity Award</u>
5 years of service	\$400.00 per year
10 years of service	\$500.00 per year
15 years of service	\$600.00 per year
20 years of service	\$700.00 per year

Section 20.5 Officer in Charge

Employees who are designated by the Chief of Police or his designee, and who are authorized to act as an OIC, shall be compensated four (4) hours of pay or comp time four (4) times a year (each quarter) while they are designated as an OIC.

Section 20.6 Career Development Plan

The Career Development Plan is a formal process for the career development efforts of the Village and will be offered only in the amounts to be appropriated by the Village, from time to time. This program consists of four (4) separate and distinctive advancement levels that are fully defined in the Career Development Plan. These advancement levels are achieved on the basis of performance, training, education, and proficiency within designated specialized areas. Only employees at the top step in the step system of this collective bargaining agreement are eligible to participate in the Career Development Plan. Employees may obtain a copy of the Career Development Plan from the Human Resources Coordinator.

ARTICLE XXI. BARGAINING UNIT MEMBER TESTING

Section 21.1 Statement of Policy

It is the policy of the Village that the public has the reasonable right to expect persons employed by the Village to be free from the effects of drugs and alcohol. The Village, as the Employer, has the right to expect its bargaining unit members to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the bargaining unit members.

Section 21.2 Prohibitions

Bargaining unit members shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the workday or anywhere on any Village premises or job sites, including all Village buildings, properties, vehicles and the employee's personal vehicle (except unopened alcohol containers) while engaged in Village business;
- (b) illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the workday or on the Employer's premises;
- (c) being under the influence of alcohol or illegal drugs during the course of the workday;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 21.3 Drug and Alcohol Testing Permitted

Where the Village has reasonable suspicion to believe that an bargaining unit member is then under the influence of alcohol or illegal drugs during the course of the workday, the Village shall have the right to require the bargaining unit member to submit to alcohol or drug testing as set forth in this Agreement. At least two (2) (non-bargaining unit) supervisory personnel, who are not members of the bargaining unit represented by the Local must articulate their reasonable suspicions concerning the affected bargaining unit member prior to any order to submit to the testing authorized herein. There shall be no random testing of bargaining unit members. The foregoing shall not limit the right of the Village to conduct tests as it may deem appropriate for persons seeking employment as bargaining unit members prior to their date of hire or for return to work from layoff.

Section 21.4 Order to Submit to Testing

At the time a bargaining unit member is ordered to submit to testing authorized by this Agreement, the Village shall provide the bargaining unit member with a written notice of the

order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Prior to taking the test, the bargaining unit member shall be permitted to consult with a representative of the Labor Council and/or Local at the time the order is given, provided that the test shall not be delayed in excess of thirty (30) minutes after receipt of the order in order to provide complete consultation. No questioning of the employee shall be conducted with regard to any order to submit to a test without first affording the employee the right to Local and/or Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the bargaining unit member to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection of rights that he may have.

Section 21.5 Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. No bargaining unit member covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from a bargaining unit member to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved to do later testing if requested by the bargaining unit member;
- (e) collect samples in such a manner as to preserve the individual bargaining unit member's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Bargaining unit members shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a clean room for submitting samples or where there is reasonable belief that the bargaining unit member has attempted or may attempt to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (g) provide the bargaining unit member tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the bargaining unit member=s own choosing, at the bargaining unit member=s own expense; provided the bargaining unit member notifies the Village within seventy-two (72) hours of receiving the results of the test;
- (h) require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Village inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Village will not use such information in any manner or forum adverse to the bargaining unit member=s interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the bargaining unit member is under the influence of alcohol, test results showing an alcohol concentration of .035 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. The foregoing standard shall preclude the Village from attempting to show that test results below .035 demonstrate that the bargaining unit member was under the influence;
- (j) provide each bargaining unit member tested with a copy of all information and reports received by the Village in connection with the testing and the results;
- (k) insure that no bargaining unit member is the subject of any adverse employment action except emergency temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 21.6 Right to Contest

The Local and/or the bargaining unit member, with or without the Local, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that bargaining unit members may have with regard to such testing. Bargaining unit members retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Local.

Section 21.7 Voluntary Requests for Assistance

The Village shall take no adverse employment action against a bargaining unit member who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the bargaining unit member with pay. The Village shall make available through an Employee Assistance Program a means by which the bargaining unit member may obtain referrals and treatment. All such requests shall be confidential and any information received by the Village, through whatever means, shall not be used in any manner adverse to the bargaining unit member=s interests, except reassignment as described above.

Section 21.8 Discipline

In the first instance that a bargaining unit member tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol (with the exception of any bargaining unit member who voluntarily seeks assistance with drug and/or alcohol related problems), such employee may be subject to disciplinary action by the Village, but limited up to a thirty (30) day suspension. In addition, the bargaining unit member shall be required to:

- (a) agree to appropriate treatment as determined by the physician(s) involved;
- (b) discontinue his use of illegal drugs or abuse of alcohol;
- (c) complete the course of treatment prescribed, including an Aafter-care@ group for a period of up to twelve (12) months;
- (d) agree to submit to random testing during hours of work during the period of Aafter-care@.

Bargaining unit members who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Village to retain a bargaining unit member on active status throughout the period of rehabilitation if it is appropriately determined that the bargaining unit member=s current use of alcohol or drugs prevents such individual from performing the duties of a telecommunicator or whose continuance on active status would constitute a direct threat to the property or safety of others. Such bargaining unit members shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the bargaining unit member=s option, pending treatment. The foregoing shall not limit the Village=s right to discipline employees for any other type of misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXII. SUBCONTRACTING

The Village shall have the right to contract out and/or subcontract work. The terms "contract out" and "subcontract work" shall include assigning bargaining unit work to non-bargaining unit members.

In addition, in the event that the Village of Vernon Hills, in the exercise of its sole discretion, decides to subcontract or privatize work which is being performed by members of the bargaining unit, which decision results in the layoff of full-time members of the bargaining unit, the Village shall provide the employees with sixty (60) calendar days notice or pay in lieu of such notice. In the event an employee or employees are to be laid off, the Village of Vernon Hills will attempt to place the laid off workers with the replacement contractor or subcontractor, but the Village cannot guarantee that such laid off workers will be hired by such successor employer. Laid off employees who are not hired by the successor employer shall be entitled to the following benefits:

1. Pay for the employee's earned but unused vacation, holiday, personal or compensatory time. These payments shall be subject to all normal withholdings; or deposited into the employee's RHS account, as applicable.
2. Pay for fifty (50%) percent of the employee's earned unused sick leave at the time of separation. This payment shall be deposited into the employee's RHS account.
3. Pay for three (3) weeks as severance.
4. Upon request, provide a neutral employment reference letter for such employee, which letter shall state the employee's date of hire, final date of employment, the employee's last held position, the employee's final rate of pay, and that the employee was laid off in good standing.
5. Upon request, provide the effected layoff employee with available copies of training certificates or other awards earned while employed by the Village. Such request will be honored if made no later than thirty (30) days after the effective date of the employee's layoff.

ARTICLE XXIII. SAVINGS CLAUSE

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific article, section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provision(s) for those provision(s) held invalid or unenforceable.

ARTICLE XXIV. ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein (*e.g.*, negotiations as provided in the Savings Clause over a substitute provision for a provision held invalid or unenforceable).

The Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except the impact of the Village's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, 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 from the area of collective bargaining, 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.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Union of its intention of the proposed change. Upon such notification, and if requested by the Union, the Village shall meet with the Union and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request discussions if such negotiations are desired. The failure of the Union to request negotiations shall act as a waiver of the right to such negotiations by the Union.

ARTICLE XXV. DURATION

This Agreement shall be effective from 12:01 a.m. on May 1, 2010 and shall remain in full force and effect until 12:59 p.m. on April 30, 2013. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been served on the other party as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the date of receipt.

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

VILLAGE OF VERNON HILLS
An Illinois municipal corporation

By: Roger L. Byr

Attest: [Signature]

Dated: November 1, 2011

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: [Signature]

By: [Signature]

By: Leo Balderas FOP Rep.

Dated: October 28, 2011

APPENDIX "A"

DUES DEDUCTION AUTHORIZATION FORM

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

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX "B"

DEPARTMENTAL WORK SCHEDULE

APPENDIX "C"
WAGE SCHEDULES

VILLAGE OF VERNON HILLS SALARY STEP PROGRAM 10/11
EFFECTIVE 5/1/10

POLICE DEPARTMENT TELECOMMUNICATOR SALARY STEP PROGRAM 10/11

POSITION	MUNIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TELECOMMUNICATOR	68	\$46,136	\$48,848	\$51,562	\$54,277	\$56,990	\$59,703	\$62,418

TELECOMMUNICATOR	A	\$46,136	\$48,848	\$51,562	\$54,277	\$56,990	\$59,703	\$62,418
	M	3,844.67	4,070.67	4,296.83	4,523.08	4,749.17	4,975.25	5,201.50
	BW	1,774.46	1,878.77	1,983.15	2,087.58	2,191.92	2,296.27	2,400.69
	H	22.18	23.48	24.79	26.09	27.40	28.70	30.01

VILLAGE OF VERNON HILLS SALARY STEP PROGRAM 11/12
EFFECTIVE 5/1/11

POLICE DEPARTMENT TELECOMMUNICATOR SALARY STEP PROGRAM 11/12

POSITION	MUNIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TELECOMMUNICATOR	68	\$47,289	\$50,069	\$52,851	\$55,634	\$58,415	\$61,196	\$63,978

TELECOMMUNICATOR	A	\$47,289	\$50,069	\$52,851	\$55,634	\$58,415	\$61,196	\$63,978
	M	3,940.75	4,172.42	4,404.25	4,636.17	4,867.92	5,099.67	5,331.50
	BW	1,818.81	1,925.73	2,032.73	2,139.77	2,246.73	2,353.69	2,460.69
	H	22.74	24.07	25.41	26.75	28.08	29.42	30.76

VILLAGE OF VERNON HILLS SALARY STEP PROGRAM 12/13
EFFECTIVE 5/1/12

POLICE DEPARTMENT TELECOMMUNICATOR SALARY STEP PROGRAM 12/13

POSITION	MUNIS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
TELECOMMUNICATOR	68	\$48,708	\$51,571	\$54,437	\$57,303	\$60,167	\$63,032	\$65,897

TELECOMMUNICATOR	A	\$48,708	\$51,571	\$54,437	\$57,303	\$60,167	\$63,032	\$65,897
	M	4,059.00	4,297.58	4,536.42	4,775.25	5,013.92	5,252.67	5,491.42
	BW	1,873.38	1,983.50	2,093.73	2,203.96	2,314.12	2,424.31	2,534.60
	H	23.42	24.79	26.17	27.55	28.93	30.30	31.68