

AGREEMENT

Between

VILLAGE OF LAKE ZURICH

And

**THE LAKE ZURICH DISPATCHERS
AND
COMMUNITY SERVICE OFFICERS**

**AND THE ILLINOIS FOP LABOR
COUNCIL**

May 1, 2014 – April 30, 2018

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AGREEMENT

This Agreement is made and entered into by and between the Village of Lake Zurich (hereinafter referred to as the "Village") and the Lake Zurich Dispatchers and Community Service Officers and the FOP Labor Council (hereinafter referred to as the "Council").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
RECOGNITION AND REPRESENTATION

Section 1. Recognition.

The Village recognizes the Council as the sole bargaining representative for all full-time Dispatchers and Community Service Officers, (hereinafter referred to as "employees"), but excluding all managerial, supervisory, confidential and professional employees, and all other employees of the Village, as defined by the Illinois State Labor Relations Act, as amended.

Section 2. Council's Duty of Fair Representation.

The Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE II
NON-DISCRIMINATION

Section 1. Non-Discrimination.

In accordance with applicable law, neither the Village, nor the Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, or Council membership. Other than Council membership, any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE III
DUES CHECKOFF FAIR SHARE
AND COUNCIL RIGHTS

Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's first paycheck each month, the uniform, regular monthly Labor Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization from, a copy of which is attached as Appendix A, and shall forward such amount to the Fraternal Order of Police Labor Council, Attn: Accounting 974 Clock Tower Drive, Springfield, Illinois 62704, by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Labor Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Labor Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village Personnel Director at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Council shall be responsible for collection of dues. The Council agrees to refund to the employee any amounts paid to the Council in error on account of this dues deduction provision.

Section 2. Fair Share.

During the term of this Agreement, employees who are not members of the FOP Labor Council shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the FOP Labor Council for collective bargaining and contract administration services rendered by the FOP Labor Council as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the FOP Labor Council. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the FOP Labor Council. The FOP Labor Council shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the FOP Labor Council and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any

contributions related to the election or support of any candidate for political office or for any member-only benefits.

The FOP and the FOP Labor Council agree 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 payers. Accordingly, the FOP and the FOP Labor Council agree to do the following: 1. Give timely notice to fair share fee payers 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 payers of an expeditious and impartial decisionmaking process whereby fair share fee payers 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 payers 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 FOP and FOP Labor Council with respect to fair share fee payers 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 FOP Labor Council. If the affected non-member and FOP Labor Council 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. Indemnification.

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

Section 4. Council Use of Bulletin Board.

The Village will make available space on a bulletin board for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

In the interest of efficient and harmonious management and employee relations, at the request of either party, a bargaining unit employee designated by the Council ("Council Spokesperson") and the Police Chief or their designees may meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Council Spokesperson, or his designee, may invite one on-duty Council bargaining unit member from each classification (not to exceed three) to attend such meetings. The Police Chief, or his designee, may invite other Village representatives (not to exceed three) to attend such meetings. Attendance at Labor Management meetings shall be limited to Village employees, unless otherwise agreed upon in advance of a specific meeting. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. The Village will be responsible for taking minutes at these meetings. Minutes of such meetings will be presented to the Council Spokesman for review. The Council Spokesman will advise the Village within 10 days if there is a discrepancy with the minutes. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

ARTICLE V **GRIEVANCE PROCEDURE**

Section 1. Definitions.

A "grievance" is defined as, a dispute or difference of opinion raised by an employee, against the Village, involving an alleged violation of an express provision of this Agreement.

A "grievant" is defined as an eligible employee, who has a grievance as defined by this Agreement.

A "union steward" is defined as a Village of Lake Zurich employee, who has been elected to serve in this capacity by the bargaining unit.

Section 2. Procedure.

STEP 1: Informal Grievance- Prior to initiating a formal grievance, an employee or union steward, has the responsibility of notifying the appropriate supervisor via email. When the procedure calls for an exchange of emails, only the Village email system will be used. All emails sent related to Step 1, Informal Grievance, shall be sent to the grievant, appropriate supervisor, Lake Zurich Police employees who are currently serving as union representatives and the Deputy Chief of Field Operations. The Informal Grievance procedure is as follows:

- a. The grievant shall meet, within fourteen (14) days, and try to settle the informal grievance with the appropriate supervisor:
 - 1) The appropriate supervisor for Telecommunicators is the 911 Director.
 - 2) The appropriate supervisor for Community Service Officers is the Patrol Commander.

If the grievance is not resolved at the meeting between the supervisor and the grievant, the supervisor shall render a written response via email within fourteen (14) calendar days after their meeting.

STEP 2: Formal Grievance-A formal grievance cannot be filed without first going through Step 1, Informal Grievance. If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Police Chief within fourteen (14) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fourteen (14) calendar days with grievant and, if requested by the employee, an authorized representative of the Council at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief,

or his designee, shall provide a written answer to the grievant and the Council within fourteen (14) calendar days following their meeting.

STEP 3 : If the grievance is not settled at Step 2 and the Council desires to appeal, it shall be referred by the Council in writing to the Village Manager within fourteen (14) calendar days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Council representative within fourteen (14) calendar days of receipt of the Council's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Council within fourteen (14) calendar days following the meeting.

Section 3. Grievance Arbitration.

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

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Village and FOP shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in a ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Within fourteen (14) calendar days from the date the panel list is received from the FMCS the parties shall simultaneously exchange their panel lists with the arbitrators ranked numerically in the order of preference (1 for first choice, 2 for the second choice, etc.). The arbitrator whose name is on both lists and who has the lowest combined number shall be invited to serve as the arbitrator. If two or more arbitrators have the same combined number, the parties shall alternatively strike until only one name remains, with the determination of who strikes first decided by a coin toss. In the event that the arbitrator declines or is unable to serve, the parties shall

invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the FMCS and commence the selection process anew.

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

Section 4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. 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 be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any recommended decision or award, which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any recommended decision or award of the arbitrator shall be final and binding.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article or suspend the process for the purpose of holding a labor/management meeting on the topic of the potential grievance.

Section 6. Miscellaneous:

No member of the bargaining unit who is serving in acting supervisory capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE VI **NO STRIKE - NO LOCKOUT**

Section 1. No Strike.

During the term of this agreement Neither the Council nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 2. No Lockout.

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

Section 3. Penalty.

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 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. Judicial Restraint.

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

ARTICLE VII

SENIORITY LAYOFF AND RECALL

Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment within the bargaining unit classification. Conflicts of seniority shall be determined on the basis of the employee's hiring date within the bargaining unit, with the employee hired first being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twelve (12) months of work within a classification. This probationary period may be extended, at the sole discretion of the Police Chief, in six (6) month intervals not to exceed a total probationary period of twenty-four (24) months. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary period.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his last date of hire with the Village.

Section 3. Seniority List.

On or before January 1 each year, the Village will post, and provide the Council with a seniority list setting forth each employee's seniority date by classification. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Council's receipt of the list.

Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary in a classification, employees covered by this Agreement will be laid off in accordance with their length of service in a classification.

Except in an emergency, no layoff will occur without at least thirty (30) calendar days' notification to the Council and the employee (s). The Village agrees to consult with the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 5. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years from the effective date of the layoff. If there is a recall within a classification, employees who are on the recall list shall be recalled in the inverse order of their layoff from said classification. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a. copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Termination of Seniority.

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

- (a) quits
- (b) is discharged for cause (probationary employees without cause);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the written approval of the Village Manager;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work on the day ordered to return to work;

- (g) does not perform work for the Village for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without notifying the Village.

Employees who establish to the Village's satisfaction that their absence under subsections 6(e) and 6(f) or their failure to notify under subsection 6(h) was clearly due to circumstances beyond their control shall not be terminated under this Section.

ARTICLE VIII – A & B
A. TELECOMMUNICATOR
HOURS OF WORK AND OVERTIME

Section 1A. 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. For purposes of calculating hourly rate, salaries will be based upon a 2080-hour work year.

Section 2A. Scope of the Telecommunicator Role

The responsibilities of a telecommunicator includes, but is not limited to the following; interacting with employees of the Department and members of the public at a service window, communicating on telephones and radios, monitoring an alarm board, operating remote access doors, and monitoring a video surveillance system. Telecommunicators must achieve their Emergency Medical Dispatch certification during their initial training period.

Section 3A. Telecommunicator Role in Public Safety.

Telecommunicators are an integral part of the delivery of public safety services. As such, telecommunicators share duties and responsibilities with the Village to insure the efficient and effective delivery of services. Telecommunicators must work in concert with the Village to achieve this goal.

Section 4A. Normal Workday.

The normal workday for telecommunicators shall be 8 hours, including a 30-minute paid lunch period. When assigned to off-site training, telecommunicators will not be paid for the period of time allowed for lunch.

A telecommunicator, who is relieved for his 30-minute lunch period by another EMD certified telecommunicator may take his break elsewhere on the Police Campus or within the Village of Lake Zurich provided he carries and monitors a portable radio and is subject to immediate recall. When a telecommunicator is given a break by another EMD certified telecommunicator during his shift, he shall not also eat in the 911 Center break room outside of his relieved break time. If no relief is available, telecommunicators may eat their lunch in the 911 Center break room, workload permitting and are subject to immediate recall. A

telecommunicator trained in Emergency Medical Dispatch will remain in the 911 Center at all times.

Section 5A. Normal Work Cycle.

The telecommunicator's schedule is based on five (5) days on, two (2) days off, followed by five (5) days on, three (3) days off.

Telecommunicators shall bid each November, by seniority, for shifts that will begin the following January. The Chief of Police or his designee will appoint personnel to shift vacancies that occur any other times during the year. Such a re-assignment may be required for training purposes to insure proper staffing or to prevent conflicts of interest that diminish job performance. The Department will have the sole authority to assign probationary employees to any shift regardless of the impact to shift bidding.

The normal work cycle for telecommunicators covered by this Agreement shall be assigned by the Chief of Police or his designee. Forty-eight (48) hour notice shall be given if conditions permit, for change of work cycle.

Generally, when Department personnel represented under this agreement are assigned to employment-related training by the Department, the provisions of Article VIII, Section 4A, 5A, 2B and 3B will not apply. The Training Day will be an eight-hour day with an unpaid one-half hour lunch period. Travel time will be calculated based on travel to the point of training and from the point of training to the Lake Zurich Police Department that results in an excess of eight and one-half hours when combined with the time actively engaged in the training assignment. Employees who elect to travel to the point of training directly from his/her residence must obtain prior approval from the employee's supervisor. In such cases, the employee will be entitled to mileage reimbursement. If an employee voluntarily receives mileage reimbursement, he/she will not be entitled to travel pay unless the employee was directed to use their personal vehicle due to the unavailability of a Department-owned vehicle and the employee begins their tour of duty from the Lake Zurich Police Facility.

In cases where Department employees are assigned to scheduled training on a regularly scheduled duty day over four hours, but less than eight hours, employees will not be required to report for duty during the remaining time to achieve an eight and one-half hour work day. When attending training on a regularly scheduled day off, employees will receive overtime pay for the actual hours worked less a one-half hour unpaid lunch. However, if an employee reports for a training course that is subsequently canceled for unforeseen reasons, the employee must immediately contact his/her supervisor and advise him/her that the training course was canceled. The employee will be required to report for their regularly scheduled tour of duty to satisfy the work cycle

requirement. In this case, the employee will be entitled to Travel Time or Call-in Pay (2-hours) which ever is greater.

Section 6A. Staffing Levels.

When the Village hires additional patrol officers for special duties (e.g. Alpine Fest, Triathlon or Village emergencies)- the Village shall consider increasing the on duty telecommunicator staff as well.

Section 7A. Overtime Pay.

A telecommunicator will be paid 1 1/2 times his regular straight-time hourly rate of pay for all hours worked in excess of 8 hours in the employee's normal work day. No overtime shall be paid which is caused by shift transitions unless such transitions are caused by the Department.

Section 8A. Holidays.

Telecommunicators who work on July 4th, Thanksgiving Day or Christmas Day, President's Day will be paid twice his regular straight-time hourly rate.

Section 9A. Personal Days.

Dispatchers shall be entitled to earn four (4) personal days per calendar year. Employees receive all 4 personal days at the start of each calendar. Personal days that are not used during a calendar year shall be forfeited. Personal Days will be taken at the discretion of the employee with prior written approval of his supervisor. Employees wishing to take a Personal Day shall submit a completed Request For Pay form to his supervisor at least three (3) days prior to the date of the requested day and enter the request into the Village payroll system. However, under exigent circumstances the minimum notice can be waived by the Chief of Police or his designee. Personal Days must be taken in an 8 hour block and may be combined or used in conjunction with vacation days or regularly scheduled days off as available or may be used during any duty day except on Village recognized holidays or when another telecommunicator is on a vacation day or personal day. Only one (1) telecommunicator shall be permitted to use vacation or personal time per calendar day. Approval for personal days shall not be unreasonably denied provided that the work schedule and manpower needs of the Department are not adversely affected.

Section 10A. Call-in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1 1/2 times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater, at the employee's applicable rate of pay. This section shall not be applicable for a callback where an employee is called back to correct an error or omission which is reasonably determined by the Police Chief of his designee to require correction/completion before the employee's next scheduled shift. This section shall apply to mandatory meetings, training and/or emergencies.

Section 11A. Shift Trades.

In addition to the availability of one (1) shift swap per day of either a four (4) hour block or eight (8) hour block covered by two telecommunicators each working four (4) hours or a telecommunicator working only a four (4) hour block, telecommunicators may also request eight (8) hour trades between telecommunicators scheduled on different shifts for the same day or shift swaps in an eight (8) hour block to be covered by an off duty telecommunicator.

Telecommunicators may also request a one (1) hour to up to three (3) hour shift trade to go to a doctor appointment. The minimum number of hours shall be taken for doctor appointments. If for more than one hour, this shall not be on a regular basis. All appointments should be scheduled outside of the working hours of the telecommunicator. A four (4) hour shift trade is still available on days when a doctor appointment trade is made.

A completed shift swap form must be given to his Supervisor three (3) days prior to the date of the shift swap. However, under exigent circumstances, this requirement may be waived by the supervisor in an emergency. Each party involved in the trade is responsible for upholding their obligation to work surrounding the shift trade. An eight (8) hour shift swap may be cancelled with three (3) days written notice to the Director, or his designee, signed by both TCs involved in the trade. Should exigent circumstances arise, which would necessitate canceling a four (4) hour shift trade, the telecommunicator may make such a request to the Director, or his designee. The Director or his designee shall then determine whether exigent circumstances exist for the shift trade and advise the telecommunicator of his decision as to whether the shift trade will be negated. The telecommunicator may appeal the Director or his designee's decision to the Deputy Chief of Field Operations.

Telecommunicators engaging in a shift swap must have at least eight (8) hours off duty until their next scheduled shift. The repayment of

these eight (8) hour block shift swaps must be in an eight (8) hour block as well. Telecommunicators shall not engage in a shift swap on at least one of their regularly scheduled block of days off leaving it as a day off. Excluding a Village emergency, telecommunicators who have only one day off in their block of scheduled days off due to working overtime for staffing shortages, shall not be ordered in on their only day off unless all other overtime assignment methods have been exhausted. This shall not include days worked on a telecommunicator's scheduled days off for shift trades. Shift trades must be completed within sixty (60) days and shall not result in the Village being obligated to pay overtime to either of the two employees involved in the trade. No employee shall be permitted to accrue more than four (4) accrued duty days due to other employees at any given time. Doctor appointment shift swaps of one (1) to three (3) hours in duration shall not be included in the calculation of this provision. For the purpose of FLSA and any other Federal/State wage-hour law, the hours that an employee would have worked but for a duty trade shall be considered as hours worked, and the hours that an employee actually works as a result of a duty trade shall not be considered as hours worked.

Section 12A. Compensatory Time.

Telecommunicators covered by this Agreement shall not accrue compensatory time.

Section 13A. Communication Training Dispatcher Pay.

Any employee assigned or acting as a Communication Training Dispatcher shall receive one (1) hour at 1 ½ times his regular rate of pay for each four (4) hour block the employee is training a dispatcher. Only one (1) employee per four (4) hour block shall qualify for this pay.

Section 14A. Use of Subcontract or Part-time employees.

The parties agree that part-time employees and contract employees may be utilized when it is in the best interest of the Village of Lake Zurich and the Police Department to do so. Consideration shall be given first to all full time employees covered under this contract taking into consideration the duration and number of hours that need to be filled in relation to the work schedule of each employee.

Section 15A. No Pyramiding.

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

Section 16A. Court Time.

Employees shall be paid one and one-half (1 ½) times their regular straight-time hourly rate of pay for work related required attendance if not working their assigned shift. Court attendance outside the telecommunicator's normal hours of work will be computed from the time the employee leaves the employer's site. Employees shall be paid a minimum of two (2) hours or actual time, whichever is greater.

Section 17A. Paging Via Pager or Cellular Telephone

- a) Employees are required to properly care for each piece of Department issued property including Department issued pagers.
- b) Employees receiving a page transmitted by the Chief of Police, Deputy Chief of Police, Commander, Sergeant (or officer in charge OIC) or Director or Supervisor of Communications are expected to respond in an appropriate and reasonable manner. Such response includes calling the telephone number displayed on the pager or complying with a text message. The response should be as soon as reasonably possible.
- c) Department issued pagers may be used for limited emergency personal use.
- d) Department members will not be required to limit their movement during their off-duty time, however, a response to a received page is required.
- e) Department members will not receive monetary compensation for carrying a Department issued pager.
- f) The Department will provide the necessary batteries for Department issued pagers.
- g) Disciplinary action for failure to respond to a page will only be considered after the incident is fully investigated and the Department member is given the opportunity to provide and explanation for the failure to respond. Such action will also be considered if a pattern of failure to respond to pages develops.
- h) Except when exigent circumstances exist (a bona fide emergency), or a staffing problem develops, paging employees will be limited to the hours of 0800-2200.
- i) Initial contact to staff vacant shift positions, which occur after overtime has been posted will be accomplished by pager provided the vacant slot is no more than one (1) week in advance of the page. Overtime that occurs after the monthly overtime list has been posted and is more than one (1) week in advance will be assigned by a 911 supervisor when the request for benefit time is received. Any employee wishing the overtime should respond to the page to staff a vacant shift position. Employees scheduled for duty contiguous to the affected shift will have the right of first refusal for such overtime coverage as well as the responsibility to

- cover these vacancies should no other telecommunicators want the overtime.
- j) Employees that abuse the paging system (i.e. sending false or misleading requests for responses) may be subject to discipline.
- k) Care should be taken to avoid unnecessarily paging employees in a manner that would disrupt their sleeping patterns. This requirement is not applicable to emergency situations. Employees shall not be required to respond to pages on their personal, vacation or sick days except during emergencies.

ARTICLE VIII
B. COMMUNITY SERVICE OFFICER
HOURS OF WORK AND OVERTIME

Section 1B. 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. For purposes of calculating hourly rate, salaries will be based upon a 2080 hour work year.

Section 2B. Normal Workday.

The normal workday for Community Service Officers shall be 8 hours, including a 30-minute paid lunch period. Community Service Officers must attend the Roll Call briefing on the shift to which they are assigned unless assigned to the duties of the Marine Officer. When assigned to off-duty training, Community Service officers will not be paid for the period of time allowed for lunch.

Generally, when Department personnel represented under this agreement are assigned to employment-related training by the Department, the provisions of Article VIII, Section 4A, 5A, 2B and 3B will not apply. The Training Day will be an eight-hour day with an unpaid one-half hour lunch period. Travel time will be calculated based on travel to the point of training and from the point of training to the Lake Zurich Police Department that results in an excess of eight and one-half hours when combined with the time actively engaged in the training assignment. Employees who elect to travel to the point of training directly from his/her residence must obtain prior approval from the employee's supervisor. In such cases, the employee will be entitled to mileage reimbursement. If an employee voluntarily receives mileage reimbursement, he/she will not be entitled to travel pay unless the employee was directed to use their personal vehicle due to the unavailability of a Department-owned vehicle and the employee begins their tour of duty from the Lake Zurich Police Facility.

In cases where Department employees are assigned to scheduled training on a regularly scheduled duty day over four hours, but less than eight hours, employees will not be required to report for duty during the remaining time to achieve an eight and one-half hour work day. When attending training on a regularly scheduled day off, employees will receive overtime pay for the actual hours worked less a one-half hour unpaid lunch. However, if an employee reports for a training course that is subsequently canceled for unforeseen reasons, the employee must immediately contact his/her supervisor and advise him/her that the

training course was canceled. The employee will be required to report for their regularly scheduled tour of duty to satisfy the work cycle requirement. In this case, the employee will be entitled to Travel Time or Call-in Pay (2-hours) which ever is greater.

Section 3B. Normal Work Cycle.

Employees hired before July 1, 2005. The normal work cycle for Community Service Officers hired before July 1, 2005 covered by this Agreement shall be seven (7) days, consisting of five shifts (Monday through Friday) of 8 hours per day, followed by two days off. This cycle may be altered by the Village to provide adequate coverage for the needs of the Department. Community Service Officers may bid on their normal shift based on seniority, once per year. The Department may temporarily pre-empt such shift selection for training or specific specialization needs.

Employees hired after July 1, 2005. The normal work cycle for community service officers hired on or after July 1, 2005 covered by this agreement shall be seven (7) days consisting of five shifts of work, 8-hours per day, followed by two days off. This cycle may be altered by the Village to provide adequate coverage for the needs of the department. CSOs may bid on their normal shift based on seniority, once per year. The department may temporarily pre-empt such shift selection for training or specific specialization needs.

Section 4B. Overtime Pay.

A Community Service Officer shall be paid 1 1/2 times his regular straight-time hourly rate of pay for all hours worked in excess of 8 hours in the employee's normal work day. No overtime shall be paid which is caused by shift transitions.

Section 5B. Holidays and Personal Days.

Community Service Officers shall be entitled to the following holidays:

- 9 Village recognized Holidays
- 4 - Personal Days

Holidays and Personal Days that are not used during a calendar year shall be forfeited. Holidays will be taken at the discretion of the employee with prior approval of his supervisor. Employees wishing to take a holiday shall give at least three (3) days prior notice to his supervisor. However, under exigent circumstances the minimum notice can be waived by the Chief of Police or his designee. Holidays may be combined or used in conjunction with vacation days or regularly scheduled days off or may be used during any duty day. Approval for holidays shall not be unreasonably denied provided that the work

schedule and manpower needs of the Department are not adversely affected.

Section 6B. Call-in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his/her normal shift) will be paid 1 1/2 times her/her regular straight-time hourly rate of pay for all hours worked outside his/her normal hours of work, with a minimum of two (2) hours' compensation or his/her actual time, whichever is greater, at the employee's applicable rate of pay. This section shall not be applicable to overtime which is scheduled at least 48 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is reasonably determined by the Police Chief of his designee to require correction/completion before the employee's next scheduled shift. Included in call out pay are any scheduled Dispatchers meetings and any other Departmental meetings.

Section 7B. Shift Trades.

Community Service Officers may be permitted to request either full or partial duty shift hours/shift trades. Prior written request must be given to their Supervisor not unduly denied provided that this requirement may be waived by the Supervisor in an emergency. Each party involved in the trade is responsible for upholding their obligation to work surrounding the shift trade. Shift trades must be completed within sixty (60) days and shall not result in the Village being obligated to pay overtime to either of the two employees involved in the trade. No employee shall be permitted to accrue more than four (4) accrued duty days due to other employees at any given time. For the purpose of FLSA and any other Federal/State wage-hour law, the hours that an employee would have worked but for a duty trade shall be considered as hours worked, and the hours that an employee actually works as a result of a duty trade shall not be considered as hours worked.

Section 8B. Compensatory Time.

Community Service Officers covered by this Agreement shall have the ability to accrue 40 hours of compensatory time.

Section 9B. No Pyramiding.

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

Section 10B. Bullet Proof Vest.

The Village shall provide and each full-time community service officers shall wear, a bulletproof vest. Vest shall be replaced at the manufacture's recommended replacement time period.

ARTICLE IX

SICK LEAVE

Section 1. Accrual and Procedures.

The availability of the sick leave buy back program described herein is subject to approval on a yearly basis by the Village Manager. Availability is determined by the financial condition of the Village to provide this program, as determined by the Village Manager. This program is administered on a Village-wide basis; the program will be available to all Village employees or none. The Village will identify each fiscal year (by October 1) if the program will be in place for that year.

Each employee shall earn sick leave with pay at a rate of approximately 3.69 hours per pay period, equal to twelve (12) sick days per year. Prior to February 1 or each year, the Village shall calculate how many sick days above sixty (60) days have been credited to and remain unused by an employee as of December 31 of the previous year. If, between December 31 of the previous year and January 15 following, the employee shall have notified his/her Department Director and the Finance Department in writing on forms provided and has indicated thereon his/her desire to continue to accumulate such additional days above sixty (60), then such employee shall be allowed to accumulate those additional days up to the allowed maximum. Prior to May 1 of each year, the Village shall compensate the employee at the rate of fifty percent (50%) of the present year's time accumulated; provided that the employee had sixty (60) days accrued as of January 1 of the year. Up to fifty percent (50%) of those sick days accrued in that following year would be compensated.

Unused sick leave may accumulate up to a maximum number two hundred and forty (240) days. Any uncompensated days may be converted at retirement as additional time in the IMRF system.

Employees other than 24/48 shift personnel accrue sick days initially at the rate of 1 sick day for each month worked up to a maximum of 12 sick days per year. The employee may accumulate these sick days for an indefinite period; however, the maximum number of sick days is not to exceed 240 Days.

Employees accrue sick days at the beginning of the month. Sick leave can be taken in one-hour increments.

Section 2 Use of Sick Leave

If an employee is unable to work due to an illness, the employee must inform his supervisor, if at all possible, 2 hours before the beginning of his shift, but no later than at least an hour before his

assigned shift. Employees shall comply with reasonable reporting rules as may be established by the Police Chief.

Definition: Sick Time

Use of sick time is defined as any absence from work for the employee's personal illness or doctor's appointment which cannot be scheduled during a non-duty time. Sick leave is also defined as any absence from work due to the illness of a member of the employee's household--significant other (as defined herein) or dependent who resides in the same household's illness or doctor's appointment, which cannot be scheduled during a non-duty time. The number of sick time hours shall be calculated on a calendar year basis

Employees may take paid sick leave under the following conditions:

- Signed verification by the attending physician ("Medical Report Form - Duty Status Report" shall be required of any absence due to illness or injury after a continuous absence of 3 days or more.
- The Village does not authorize an employee using paid sick day benefits to work secondary employment while unable to work for the Village unless authorized by the employee's Department Director.
- Paid sick days are for any *bona fide* personal illness or injury, or because of pregnancy.
- Paid sick days are because of quarantine for contagious disease.
- Paid sick days or half-day portions thereof are for doctor/dental appointments.
- Paid sick days are because of the need to care for an ill immediate family member (parents, in-laws, children, spouse, domestic partner (750ILCS75/Illinois Religious Protection & Civil Union Act), siblings and grandparents, or another relative at the Department Director's discretion)

Any employee who feigns sickness or injury and makes application for paid sick days shall forfeit all rights to paid sick leave to which he or she would be entitled on account of any bona fide absence from work for the period of absence accompanying such feigned sickness or injury.

Further, abuse of the sick leave policy is a basis for discharge.

Section 3. Sick Leave Compensation.

An employee receiving sick leave benefits shall be paid the equivalent of straight-time earnings. Sick leave compensation shall be paid in no less than one hour (1 hr.) increments.

Section 4. Miscellaneous.

It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and if, an employee is suspected of abuse, or if the employee has prolonged an/or frequent absences, to take corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employee who are frequently absent), and/or where appropriate, taking disciplinary action, including dismissal.

ARTICLE X

LEAVES OF ABSENCE

Section 1. Funeral Leave.

In the event of the death of a spouse, child, step-child, adopted child, parent, step-parent, parent-in-law, sibling, step sibling, adopted sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or any relative permanently residing in the employees household, employees may be granted up to three (3) scheduled work days off for attending the related memorial and funeral services. All full-time employees are paid their regular base pay for such days, upon submission of supporting documentation (e.g., an obituary notice or death certificate). The Village may grant additional time off without pay in appropriate circumstances. An employee may use accrued but unused paid time off for additional funeral leave, excluding sick time.

Section 2. Jury Leave.

Jury leave shall be in accordance with the Jury Duty provision in the Village of Lake Zurich Policy Manual, as the same may be changed from time to time by the Village for other non-represented employees generally. Notice of call for jury duty shall be given to the Village within five (5) days of the employee receiving notice.

Section 3. Military Leave.

Military leave, including reserve duty and training, shall be in accordance with applicable federal and state law.

Section 4. Educational Leave.

Subject to the discretionary approval of both the Chief of Police and the Village Manager, an employee may be granted, upon written request, an unpaid leave of absence.

ARTICLE XI

VACATIONS

Section 1. Amount of Vacation.

The number of vacation hours which an employee is eligible to receive in each calendar year shall be based on the number of years of continuous service in a position covered by this Agreement which the employee will complete as of the anniversary date of his/her employment during that calendar year in accordance with the following schedule:

<u>Years Completed on Anniversary</u>	<u>Days Earned Awarded January 1</u>
1	10
2	10
3	10
4	10
5	10
6	10
7	15
8	15
9	15
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

During first year of employment, the following is a chart indicating the pro-rated vacation earned to be taken in the subsequent year:

<u>Month</u>	<u>Days Earned Awarded January 1</u>
January	10.00
February	9.17
March	8.33
April	7.50
May	6.67
June	5.83
July	5.00
August	4.17

September	3.33
October	2.50
November	1.67
December	0.83

Section 2. Vacation Eligibility.

In order to be eligible for a paid vacation, an employee who, as of his anniversary date of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 1800 hours during the preceding year of employment. Vacation time earned in the first calendar year of continuous service shall be taken during the second calendar year of service. Similarly, vacation time earned in the second calendar year of service shall be taken during the third calendar year of service, etc.

For the calendar year that the employee completes six (6) years and begins seven (7) years of continuous service, the employee will be eligible to receive the pro-rated number of additional vacation hours which may be taken during that same calendar year in accordance with Section 4 of this Article. If the employee terminates employment with the Village and has already taken the additional vacation hours mentioned in this paragraph before the completion of six (6) years, the appropriate number of pro-rated vacation hours will be deducted from the employee's final paycheck. The employee will be eligible to receive and take the full additional vacation hours during the following calendar year.

Section 3. Vacation Pay.

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 4. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority within a classification as defined in Article VII, Section 1. It is expressly understood that the final right to designate vacation periods and the maximum number of employee (s) who may be on vacation at any time is exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village. Employees must first choose at least one (1) five (5) day block of vacation days, and the remaining vacation days due may be taken one or more day (s) at a time, or in five day blocks. Vacation days must be used in 8-hour increments.

Section 5. Limitation on Accumulation of Vacation.

Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless authorized in writing by the Police Chief. Under no circumstances may more than two years' vacation time be accumulated.

Section 6. Pay for Earned But Unused Vacation Upon Termination.

Except with respect to an employee covered by Section 5 above, if at time of termination an employee has earned but unused vacation time, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation.

Employees who retire and are eligible to receive a pension from the Illinois Municipal Retirement Fund will receive payment for accrued, unused vacation time in the first regular payroll during the second calendar month after the employee retires. For example, if an employee retires on June 15, the employee will receive payment for their accrued, unused vacation time on the first regular payroll after August 1.

Section 7. Vacation Buy Back.

Vacation Buy Back. Between January 15 and January 22 of each year, employees who qualify for more than two (2) weeks of vacation per year may submit a written request to the Village to accept cash for their remaining unused vacation time, provided that at least two (2) weeks of vacation have been utilized by the employee during the twelve (12) months of the prior calendar year.

ARTICLE XII **SALARIES**

Section 1. Hourly Wages for Telecommunicators

Employees still on the active payroll as of the date this bargaining agreement is signed by all parties shall receive retroactive payment. Payment shall be on an hour for hour basis for all hours worked since May 1, 2011.

Telecommunicator	1.5%	2%	2%	2%
	1-May-14	1-May-15	1-May-16	1-May-17
Step 1	23.15	23.61	24.09	24.57
Step 2	24.13	24.61	25.11	25.61
Step 3	25.45	25.96	26.48	27.01
Step 4	26.58	27.11	27.66	28.21
Step 5	27.88	28.43	29.00	29.58
Step 6	29.42	30.01	30.61	31.22
Step 7	31.08	31.71	32.34	32.99

Telecommunicators having completed one (1) year through five (5) years of continuous service shall be eligible to receive (full, half or none) merit bonus of \$1,000 one thousand dollars (\$1,000.00) for the fiscal year. Telecommunicators having completed six (6) years through seven (7) years of continuous service shall be eligible to receive (full, half or none) merit bonus of \$1,250 one thousand two hundred and fifty dollars (\$1,250) for the fiscal year. Telecommunicators having completed eight (8) years of continuous service or more shall be eligible to receive (full, half or none) merit bonus of \$1,500 one thousand five hundred dollars (\$1,500.00) for each fiscal year thereafter. It is expressly understood that for all classifications, employee evaluation periods shall be June 1 through November 30 (Advisory Evaluation) and December 1 through May 31 (Final Evaluation) and any merit bonus shall be in July of each year. If an eligible employee, who does not receive additional compensation as listed above requests the reason or reasons, the Police Chief shall provide the employee, upon written request, with the reason or reasons in writing. Receipt of such bonus merit payment for one fiscal year does not guarantee that the employee will continue to receive such additional merit bonus in future years. Merit bonus payments shall be issued via separate payroll check.

Telecommunicator merit bonus criteria:

- Merit bonus' applies only to employees on the active payroll at the time the Deputy Chief signs the evaluations.

- Ninety days prior to the Final evaluation, the Director or Supervisor will meet with telecommunicators who may be eligible for a merit bonus. They will receive a notice of any known deficiencies which may reduce their eligibility for their merit bonus.
- Telecommunicators who fail to meet standards in the same category in both the Advisory Evaluation and the Final Evaluation will not be recommended for a full merit bonus.
- Telecommunicators who have a total of six (6) or more Does Not Meet Standard ratings when the Advisory Evaluation and Final Evaluation are combined, will not be recommended for a merit bonus.

Section 2. Hours Wages for Community Service Officers.

CSO	1.50%	2 %	2%	2%
	1-May-14	1-May-15	1-May-16	1-May-17
Step 1	19.51	19.90	20.30	20.70
Step 2	20.49	20.90	21.32	21.75
Step 3	21.76	22.19	22.64	23.09
Step 4	23.04	23.51	23.98	24.46
Step 5	24.24	24.73	25.22	25.72
Step 6	25.83	26.35	26.88	27.41
Step 7	27.33	27.88	28.44	29.01

Community Service Officers having completed one (1) year through five (5) years of continuous service shall be eligible to receive (full, half or none) merit bonus of one thousand dollars (\$1,000.00) for the fiscal year. Community Service Officers having completed six (6) years through seven (7) years of continuous service shall be eligible to receive (full, half or none) merit bonus of one thousand two hundred and fifty dollars (\$1,250.00) for the fiscal year. Community Service Officers having completed eight (8) years of continuous service or more shall be eligible to receive (full, half or none) merit bonus of one thousand five hundred dollars (\$1,500.00) for each fiscal year thereafter.

It is expressly understood that for all classifications, employee evaluation periods shall be June 1 through November 30 (Advisory Evaluation) and December 1 through May 31 (Final Evaluation) and any merit bonus shall be in July of each year. If an eligible employee, who does not receive additional compensation as listed above requests the reason or reasons, the Police Chief shall provide the employee, upon written request, with the reason or reasons in writing. Receipt of such bonus merit payment for one fiscal year does not guarantee that the employee will continue to receive such additional merit bonus in future years. Merit bonus payments shall be issued via separate payroll check.

Community Service Officer merit bonus criteria:

- Merit bonus' applies only to employees on the active payroll at the time the Deputy Chief signs the evaluations.
- Ninety days prior to the Final evaluation, the Director or Supervisor will meet with Community Service Officer who may be eligible for a merit bonus. They will receive a notice of any known deficiencies which may reduce their eligibility for their merit bonus.
- Community Service Officers who fail to meet standards in the same category in both the Advisory Evaluation and the Final Evaluation will not be recommended for a full merit bonus.
- Community Service Officers who have a total of six (6) or more Does Not Meet Standard ratings when the Advisory Evaluation and Final Evaluation are combined, will not be recommended for a merit bonus.

Section 3. Step Advancement.

Employees who are not at the top step of the foregoing salary schedule shall be eligible to advance to the next step twelve (12) months from the date they initially move to the preceding step, provided they have been evaluated by the Police Chief as meeting departmental standards during the preceding year.

ARTICLE XIII

INSURANCE

Section 1. Health and Life Insurance Coverage

The Village will continue to offer a basic health insurance plan with the HDPPO, as well as a PCP and PPO as supplemental health insurance plan requiring a premium contribution by the employee (as listed below), co-pays, deductibles, reimbursement for being out of network, out of pocket maximum for being out of network etc. Employees may select single, single plus spouse, single plus child(ren) or family coverage in one of the health programs offered by the Village during the enrollment period established by the Village. The insurance plan year typically commences on June 1 of each year. The Village shall provide group health Insurance benefits to employees, with such benefits to be provided in the group Insurance policy(s) applicable to all Village employees at the rates assessed under such policy(s) which the Village shall enter from time to time.

Employee contribution to Medical Insurance Premiums

PPO Plan

January 1, 2015 – 20% of the total premium for whichever PPO coverage is selected.

PCP Plan (Formerly called HMO)

January 1, 2015 – 5% of the total premium for whichever PCP coverage is selected.

January 1, 2016 – Contract – 10% of the total premium for whichever PCP coverage is selected.

High Deductible PPO Plan

Employees would pay cost as outlined each year by the employer based upon each year's plan.

High Deductible PPO plan – Employees would pay cost as outlined each year by the employer based upon each years plan.

Should the Village find it necessary, due to financial or other reasons, to change Insurance carriers, benefit levels, plan types, self-insurance or other modifications of the policy in effect upon the effective date of this agreement, it may do so, provided that the new plans, coverage and benefits are substantially similar to those in effect upon the effective date of this Agreement.

Section 2. Cost Containment.

The Village reserves the right to institute or modify cost containment measures relative to Insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, health maintenance organizations, mandatory second opinions for elective surgery, pre-admissions except in emergency situations, bounty clause, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 3. Terms of Policies to Govern.

The extent of coverage under the Insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or the Chief of Police, if the Manager shall so designate, and the Manager or Chief, in turn shall make appropriate inquiry and shall advise the employee of the status of the matter.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage. Late payment shall be cause for termination of coverage in accordance with the insurance plan document.

Section 5. IRS 125 Plan.

The Village has made available to employees an IRS Section 125 cafeteria plan which allows employees to pay for life Insurance, child care and medical expenses with pre-tax dollars. This benefit shall be made available to employees covered by this contract as long as the plan continues to be allowed by the IRS.

ARTICLE XIV **GENERAL PROVISIONS**

Section 1. Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provision (s) concerned.

Section 2. Medical Examinations.

If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, and sole discretion that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 3. Precedence of Agreement.

If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 4. Uniform Allowance.

Each non-probationary employee required to wear a uniform shall receive a uniform allotment of \$400 for telecommunicators and \$700 for community service officers per fiscal year (pro rata if employed less than a full fiscal year) which can be used to order uniform replacement items. If there is any money left in an employee's uniform allotment at the end of the fiscal year, then an amount not to exceed \$200 may be carried over into the following fiscal year. It shall be the responsibility of each employee to wear uniforms that meet Village standards as to condition and appearance. No salary or cash payment shall be paid in lieu of any or all of an employee's unused uniform allotment.

Section 5. Secondary Employment.

Permission from the Police Chief or his designee must be obtained prior to accepting or commencing any secondary employment or business venture (including self employment). Such permission shall be requested in writing citing all the facts of such employment or business venture including location, hours, days and type of work, and such permission shall not be unreasonably denied by the Village. Employees

who engage in employment outside of regular duty hours shall be subject to call at any time to perform the duties and fulfill the responsibilities of their position with the Village. Secondary employment or business venture of any nature shall not be conducted during duty hours.

Section 6. Access to Village Premises.

A duly authorized FOP Labor Council representative will be permitted access to the premises of the Village for the specific purpose of representing employees pursuant to the provisions of this Agreement. In order to gain access, the FOP Labor Council representative must provide advance notice to the Police Chief, or his designee and receive approval on each occasion so as not to interfere with Village operations. If such approval is granted, the Police Chief, or his designee shall designate the area where such business is to be conducted and the period of item provided for such purpose. The FOP Labor Council representative may visit with employee during their non-work time if such visit does not disturb the work of any employees who may otherwise be on duty. The privileges granted by this section shall at all times be subject to general department rules applicable to non-employees.

Section 7. Non-Sworn Personnel. Access to Exercise Equipment.

The Department will allow non-sworn personnel access to Department-owned exercise equipment. However, it is expressly understood that such use is voluntary. Therefore, non-sworn personnel will not be compensated in any way for any time spent using the equipment. Non-sworn personnel will not be allowed to use the exercise equipment during their normally scheduled duty hours. Finally, personnel electing to use the exercise equipment assume all risk and agree to hold the Village harmless for any injury.

Section 8. Use of Tobacco Products

In keeping with the Village's intent to provide a safe and health work environment and in conformance with the Smoke-Free Illinois act, smoking by employees on Village property is limited to designated smoking areas during the employee's lunch or break periods. Village property includes Village vehicles and equipment.

Section 9. Training Reimbursement Agreements

The Village reserves the right to require all new employees to enter into an individual training reimbursement agreement, pursuant to which such employee will be required to reimburse the Village for certain expenses, including training, uniforms and equipment, should such

employee terminate his or her employment within 24 months of date of hire, not to exceed \$2800.00 in any specific instance. The Council waives any objection to the terms of any such agreement, including the enforcement of such agreements.

ARTICLE XV **MANAGEMENT RIGHTS**

Section 1. Management Rights.

Except as specifically modified by other articles of this Agreement, the Union recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline employees for just cause (probationary employees without cause); to determine, change, or eliminate existing methods, facilities, equipment or facilities; and to carry out the mission of the Village.

Section 2. Emergency Circumstances.

If in the sole discretion of the President and Board of Trustees or the Village Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the President of the Board of Trustees or the Village Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE XVI

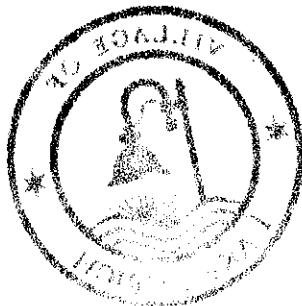
ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and 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.

ARTICLE XVII

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 existing or 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.



ARTICLE XVIII

DURATION AND TERM OF AGREEMENT

This Agreement shall be effective as of upon execution, and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred thirty-five (135) days prior to the anniversary date unless the parties mutually agree otherwise. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this day of 12/16/14.

VILLAGE OF LAKE ZURICH

J. Kowinski
Village Manager

M. Payton
Village President

Kathleen Johnson
Village Clerk



LAKE ZURICH
DISPATCHERS
AND COMMUNITY SERVICE
OFFICERS

R. Miller 12/9/14

Community Service Officers

M. Miller 12/9/14
Asst. Manager 12/9/14

Dispatchers

J. Balderas 12/9/2014

FOP Representative

ILLINOIS FRATERNAL
ORDER OF POLICE
LABOR COUNCIL

Side Letter of Agreement

Whereas in order to reach agreement on the terms of a new collective bargaining agreement, the Village and the Union have agreed to modify the performance evaluation instrument, and grant a one-time bonus.

It is hereby agreed that upon ratification of the collective bargaining agreement with the Fraternal Order of Police #190-2 (Dispatchers and Community Service Officers), the Village will remove reference to a set number of sick days within the performance evaluation instrument and all members will receive a one-time bonus of \$250.00 within a reasonable time frame.

Executed this 16 day of Dec., 2014.

VILLAGE OF LAKE ZURICH

Mr. Payton
Village President

Karenne Johnson
Village Clerk

Shavindra
Village Manager



FRATERNAL ORDER OF POLICE
LAKE ZURICH LODGE #190-2

Catherine Woodcock
President
Robert Dunn

Andrea Poynter

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

Bob Alderman 12/9/2014
Field Representative

