



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER
Human Resources Division

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Lake Zurich, Illinois 60047

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MEMORANDUM

Date: February 12, 2025
To: Ray Keller, Village Manager *PK*
From: Douglas Gibson, Human Resources Director *DG*
Subject: **Fraternal Order of Police (FOP II) - Telecommunicators**

Issue: The Village of Lake Zurich plans to consolidate its dispatch operations with other jurisdictions. Consequently, employment for the Telecommunicators may terminate on or before June 30, 2025. In addition, the collective bargaining agreement (CBA) with the Fraternal Order of Police - Telecommunicators expired December 31, 2024. The Village wishes to provide employees an incentive to continue their employment through the consolidation date in the form of a one-year contract extension and the stay benefits listed below. In January of 2025, members of the FOP II accepted a new one-year contract and the stay benefits listed.

Contract Changes:

Title Page

Change dates to reflect one year contract from January 1, 2025 to December 31, 2025

Article XII

Section 1. Hourly Wages for Telecommunicators – Modified dates to reflect new one year contract January 1, 2025 – December 31, 2025 and effective January 1, 2025 increase base pay by 3.5%.

Article XVIII

Change date to 2025.

MOU

Extend the existing MOU regarding training for 1 year in alignment with the contract.

Stay Benefits:

One week of pay for each year of employment, not to be less than 5 weeks.

A Letter of reference.

Frontloaded vacation time from January 1, 2025 to June 30, 2025.

Paid health insurance for up to 4 months if no other insurance is available.

ACENDATEM

CC

Recommendation: Approve the attached Collective Bargaining Agreement between the Village of Lake Zurich and FOP II Local 190-2, the attached letter of agreement regarding training pay, and the attached stay agreements.

W/Attachments:

- Collective Bargaining Agreement (CBA) with the Fraternal Order of Police Local 190-2
- Special Stay Agreement.
- Sample Letter of Reference
- Separation Agreement and General Release
- Letter of Agreement between the Village of Lake Zurich and the Lake Zurich Telecommunicators regarding training incentives.

AGREEMENT

Between

VILLAGE OF LAKE ZURICH

And

**THE LAKE ZURICH
TELECOMMUNICATORS**

**AND THE ILLINOIS FOP LABOR
COUNCIL**

***January 1, ~~2022~~2025 – December
31, ~~2024~~2025***

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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", the Lake Zurich Telecommunicators, 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 telecommunicators, (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, gender identity, 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, INDEMNIFICATION
AND COUNCIL RIGHTS

Section 1. Dues Checkoff.

During the term of this Agreement the Village will deduct from each employee's paychecks each month, the uniform, regular 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 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. 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 3. 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 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 Support Services. The Informal Grievance procedure is as follows:

The grievant shall meet, within fourteen (14) days, and try to settle the informal grievance with the appropriate supervisor: The appropriate supervisor for telecommunicators is a 911 supervisor.

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 thirty (30) calendar days with the 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 thirty (30) 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 thirty (30) 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 thirty (30) 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 thirty (30) 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, the Council may refer the grievance to binding arbitration, as described below, within thirty (30) 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 thirty (30) 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 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 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.

Upon request, the Village will 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 respond to a recall notice in a timely manner, 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
TELECOMMUNICATOR
HOURS OF WORK AND OVERTIME

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

Section 2. Scope of the Telecommunicator Role.

The responsibilities of a telecommunicator include, but are 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 probationary period.

Section 3. 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 ensure the efficient and effective delivery of services. Telecommunicators must work in concert with the Village to achieve this goal.

Section 4. Normal Workday.

The normal workday for telecommunicators shall be 8 hours, including a 30-minute paid lunch period.

A telecommunicator who is relieved for his 30-minute lunch period by another EMD certified telecommunicator may take his break elsewhere within the surrounding area and is subject to immediate recall. If no relief is available, telecommunicators may eat their lunch in the 911 Center. A telecommunicator trained in Emergency Medical Dispatch will remain in the 911 Center at all times.

Section 5. 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 October, by seniority, for shifts that will begin the following January. The Police Chief 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 ensure 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 Police Chief or his designee. Forty-eight (48) hour notice shall be given if conditions permit, for change of work cycle. 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.

Generally, when Department personnel represented under this Agreement are assigned to employment-related training by the Department, the provisions of Article VIII, Section 4, 5, and 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 (8.5) hours when combined with the time actively engaged in the training assignment. If an employee voluntarily drives from their residence, he 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 will be reimbursed for mileage. When taking a Lake Zurich vehicle, travel time shall start when the employee departs from the Police Department and ends when the employee returns to the Police Department.

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 supervisor and advise 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) whichever is greater.

Section 6. 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 7. 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 8. Holidays.

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

Section 9. Personal Days.

Telecommunicators receive four personal days on January 1st of each calendar year. Newly-hired telecommunicators receive four personal days upon employment. Personal days not used during a calendar year shall be forfeited. Personal days will be taken at the discretion of the employee with prior written approval from his supervisor. Employees wishing to take a personal day, shall submit a completed Benefit Pay Request form to his supervisor and request the day in the Village payroll system at least three days prior to the day requested. However, under exigent circumstances, the minimum notice can be waived by the Police Chief or his designee. Personal days may be taken in four or eight-hour blocks. Personal days will not be approved if another telecommunicator on the same shift is already off on a vacation or personal day on the date requested. Personal days will not be approved if two telecommunicators are already off, one on a vacation day and one on a personal day on the date requested. 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 10. Call-in Pay.

An employee who is called in to work before or called in 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 or 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 11. Shift Trades.

Telecommunicators will be permitted to request permission to trade duty hours, subject to the approval of a 911 supervisor. If denied, the telecommunicator may appeal the supervisor's decision to the Deputy

Chief of Support Services. No less than three (3) day's notice must be given to the 911 supervisor. This requirement may be waived by the 911 supervisor with written notice from both telecommunicators. While a request may be made to trade partial shifts, such a request will only be allowed for one (1) telecommunicator per shift. Shift trades must be completed within ninety (90) days and shall not result in the Village being obligated to pay overtime to either of the two employees involved in the trade. For the purposes of FLSA and any other federal/state wage-hour law, the hours that an employee would have worked except for a shift trade shall be considered as hours worked and the hours that an employee actually works as a result of a shift trade shall not be considered as hours worked.

Section 12. Compensatory Time.

Telecommunicators covered by this Agreement shall not accrue compensatory time.

Section 13. Communication Training Pay.

Any employee assigned or acting as a Communication Training Telecommunicator shall receive one half (.5) hour at 1 ½ times his regular rate of pay for each two (2) hour block the employee is training a telecommunicator.

Section 14. 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 15. No Pyramiding.

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

Section 16. 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 17. Off-Duty Contact.

- a) Notification of vacant shift positions which occur after overtime has been posted will be accomplished by the Village's mass notification system provided the vacant slot is no more than one (1) week in

advance of the notification. Shift vacancies that occur after the monthly overtime list has been posted and are more than one (1) week in advance will be assigned by a 911 supervisor when the request for benefit time is received. 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 telecommunicator(s) want the overtime. Any employee wishing to work the vacant shift position should respond to the notification message. Assignments will be made to the first employee to respond to the notification message.

- b) Employees receiving an electronic message transmitted by the Police Chief, Deputy Police Chief, sergeant, officer in charge, or 911 supervisor are expected to respond in an appropriate and reasonable manner. Such response includes calling or complying with the message.

ARTICLE IX

SICK LEAVE

Section 1. Accrual and Procedures.

The availability of the sick leave buyback 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 of 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 Department Director and the Finance Department in writing on forms provided and has indicated thereon his 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 years' 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 of 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.

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, two (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 or a 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 three (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.
- In accordance with Public Act 99-0841, an employee may use personal sick leave benefits provided by the employer for absences due to an illness, injury, or medical appointment of the employee's child, step child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury, or another relative at the discretion of the Police Chief.

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 increments.

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 employee's 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 Police Chief 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.

Vacation accruals shall begin at the first pay period of the employee's start date and end on the last full pay period of employment according to the schedule listed below. Any changes to the accrual rate shall occur on the first full pay period following the employee's anniversary date. The amount of vacation accrued will not exceed the amount allocated for years of service.

Completed years of service	Vacation hours awarded per pay period
0-5	3.08
6-10	4.62
11	4.92
12	5.23
13	5.54
14	5.85
15	6.15
16	6.46
17	6.77
18	7.08
19	7.38
20+	7.69

Employees may carry over a maximum of two years accumulation of vacation days per year upon approval of the Police Chief

Section 2. 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 3. Vacation Scheduling.

Vacation may be taken in four or eight hour blocks. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference within each work unit being made on the basis of an employee's length of continuous service. Only one telecommunicator may be on vacation at any one time. In November, each telecommunicator, beginning with the senior telecommunicator shall be allowed one (1) consecutive calendar day to make his first vacation selection. Second and third vacation selections shall follow in a similar manner. Vacation selection shall be conducted in the following manner:

- First selection: Each telecommunicator may, in turn, select up to ten (10) whole vacation days. Each telecommunicator may only

select two blocks of vacation during the first selection. A single block may consist of one to five contiguous days.

- Second selection: Each telecommunicator may, in turn, select up to ten (10) whole vacation days. Each telecommunicator may only select two blocks of vacation during the second selection. A single block may consist of one to five contiguous days.
- Third selection: Each telecommunicator may, in turn, select remaining additional vacation days. Each telecommunicator may only select two blocks of vacation during the third selection. A single block may consist of one to five contiguous days.

Submission of any additional benefit time for the following calendar year will not be accepted until after the vacation sign-up process has been completed.

Telecommunicators may hold over vacation days for later in the year to be used on a first come first served basis. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on benefit time at any time is exclusively reserved by the Police Chief in order to ensure the orderly performance of the services provided by the Village.

Section 4. Limitation on Accumulation of Vacation.

Earned vacation shall normally be taken within one year after it is earned. Under no circumstances may more than two years' vacation time be accumulated.

Section 5. Pay for Unused Vacation Upon Termination.

Except with respect to an employee covered by Section 4 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 6. Vacation Buy Back.

By January 22 of each year, employees who have accrued more than two (2) weeks of vacation may submit a written request to the Village to accept payment for up to 40 hours of 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. The payment, if any, shall be paid on a separate check/direct deposit on the first full pay period in February of each 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.

		-2.5%	-2.5%	-2.5%
	1-Jan-			
	<u>2125</u>	<u>1-Jan-22</u>	<u>1-Jan-23</u>	<u>1-Jan-24</u>
	26.86			
Step 1	<u>29.94</u>	<u>27.53</u>	<u>28.22</u>	<u>28.93</u>
	27.99			
Step 2	<u>31.21</u>	<u>28.69</u>	<u>29.41</u>	<u>30.15</u>
	29.52			
Step 3	<u>32.91</u>	<u>30.26</u>	<u>31.02</u>	<u>31.80</u>
	30.83			
Step 4	<u>34.36</u>	<u>31.60</u>	<u>32.39</u>	<u>33.20</u>
	32.33			
Step 5	<u>36.04</u>	<u>33.14</u>	<u>33.97</u>	<u>34.82</u>
	34.12			
Step 6	<u>38.03</u>	<u>34.97</u>	<u>35.84</u>	<u>36.74</u>
	36.06			
Step 7	<u>40.19</u>	<u>36.96</u>	<u>37.88</u>	<u>38.83</u>

At the sole discretion of the Chief of Police, newly hired telecommunicators with at least one (1) year of experience may be assigned up to Step two (2) in the salary schedule.

Telecommunicators having completed one (1) year through five (5) years of continuous service shall be eligible to receive 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 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 one thousand five hundred dollars (\$1,500.00) for each fiscal year thereafter. Payment shall be made on the second payroll in July of each year on a separate direct deposit.

Section 2. 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 health insurance plans may require 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 January 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

Not to exceed 20% of the total premium.

HMO Plan

Not to exceed 10% of the total premium.

High Deductible PPO Plan

Employees would pay cost as outlined each year by the employer based upon each year's 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 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 Human Resources Director, Village Manager or the Police Chief, 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 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 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, masculine, and non-binary genders, unless the feminine or non-binary 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 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 back at any time to perform the duties and fulfill the responsibilities of their position with the Village. Secondary employment or business ventures 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 employees 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 healthy 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 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 Council 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 31st day of December ~~2024~~2025. 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 _____.

VILLAGE OF LAKE ZURICH

LAKE ZURICH
TELECOMMUNICATORS



Village Manager

/s/ Robert Meglei on behalf of Ryan Kulig

Village President

Telecommunicators

Village Clerk

/s/ Robert Meglei

FOP Representative

ILLINOIS FRATERNAL
ORDER OF POLICE
LABOR COUNCIL

Letter of Agreement

Between

Village of Lake Zurich and FOP Labor Council, Lake Zurich Telecommunicators

1. The Village of Lake Zurich and the FOP Labor Council, Lake Zurich Telecommunicators enter into this Letter of Agreement on the date set forth below, to memorialize the terms and conditions surrounding the Village's plans to consolidate the Village's dispatching operations with other jurisdictions. Consequently, a Telecommunicator's employment with the Village may terminate on or before June 30, 2025 ("Changeover Date"), though the date may be extended or shortened based on the needs of the Village.
2. The Village wishes to provide such bargaining unit employees an incentive to continue employment through the Changeover Date. The incentives and incentive conditions are described in Exhibit A (Special Stay Agreement) to this Letter of Agreement.
3. Any employee that wishes to be considered for the incentive must sign the Exhibit A within 14 calendar days following the execution of this Letter of Agreement. Newly hired employees must sign Exhibit A within 14 days of their hire date. Employees who signed an incentive agreement, then left voluntarily, and then returned to work, will not be allowed to sign a new incentive agreement.
4. In order to qualify for the severance benefits stated in the Special Stay Agreement, an employee must meet all of the incentive conditions stated in Paragraph 2 of Exhibit A.
5. Among others, one of the conditions includes, at the time of separation, irrevocably signing a complete waiver and release of claims. The waiver and release of claims will be in substantially the same form as the document attached as Schedule B to Exhibit A, although the Village may change the waiver of age claims to the extent necessary to comply with the Older Worker Benefit Protection Act and make similar changes for purposes of legal compliance.
6. Effective upon the Village approving the consolidation or outsourcing of dispatch operations, the Union agrees that the Village may use part-time employees (less than 20 hours per week) and/or subcontract employees to replace bargaining unit members who leave before the date on which the dispatch center is closed. The Village may also partially consolidate or share services with other Public Safety Answering Points (PSAPs), which may include, for example, hosting PSAP partners' employees at Village facilities or sending Village employees to other PSAP facilities.
7. The Union agrees this agreement fully satisfies the Village's obligations to engage in decisional and/or effects bargaining regarding the potential closure, subcontracting, and/or consolidation of dispatch operations. Upon approval of this agreement, the parties shall have no further bargaining obligations regarding this matter. The Union further agrees it will not file a grievance, unfair labor practice charge, or otherwise initiate litigation regarding the

closure, subcontracting, and/or consolidation of dispatch operations, as long as the Village complies with its obligations under this Agreement. The terms of the current bargaining agreement shall apply while the dispatch center remains open.

8. This Agreement shall be attached to the parties' collective bargaining agreement and shall become a term thereto. It shall be subject to the grievance arbitration mechanism in the collective bargaining agreement.
9. This Agreement shall be effective upon signature of both parties.

VILLAGE OF LAKE ZURICH

**FOP LABOR COUNCIL, LAKE ZURICH
TELECOMMUNICATORS**

Mayor

/s/ Robert Meglei

Union

DATE: _____

DATE: 2/3/2025

EXHIBIT A

SPECIAL STAY AGREEMENT

This Special Stay Agreement (“**Agreement**”), effective _____, is entered into by and between _____ (“**Employee**”) and the **Village of Lake Zurich**, an Illinois municipal corporation in the County of Lake (the “**Village**”).

RECITALS

A. Employee is employed by the Village as a Telecommunicator assigned to its dispatch center. The Village is studying plans to consolidate its dispatch operations with other jurisdictions. Consequently, Employee’s employment with the Village might terminate on or before June 30, 2025 (“**Changeover Date**”) as a result of those consolidation efforts. The Changeover Date may be extended or shortened based on the needs of the Village.

B. The Village wishes to provide Employee an incentive to continue his or her employment throughout the Changeover Date in the form of the Stay Benefits described below pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. Provided Employee meets all of the Incentive Conditions, defined below, Employee shall be entitled to the following benefits (the “**Stay Benefits**”):

a. The Village shall provide Employee with either (i) at least sixty (60) days’ notice prior to termination on or before the Changeover Date (the “**Notice Period**”); or (ii) payment of Employee’s regular base salary in lieu of all or a portion of the 60-day Notice Period; provided the Changeover Date may extend beyond the 60-day Notice Period and Employee’s eligibility for the Stay Benefits remains contingent upon, among other requirements, continuing employment through the Changeover Date.

b. The Village shall pay employee a stay bonus (the “**Stay Bonus**”) equal to one (1) week of Employee’s regular base salary at the time of termination for each complete year of employment with the Village’s Telecommunications Center; provided the Stay Bonus shall in no event be less than five (5) weeks of Employee’s regular base salary.

All required payroll tax and other required withholding shall be deducted from the Stay Bonus. The Stay Bonus shall be paid in a single lump sum on the Village’s first regularly scheduled payday occurring on the later of (i) the first day of the second calendar month following the termination of Employee’s employment with the Village; or (ii) the fourteenth day following Employee’s signing of the Separation Agreement and General Release.

c. The Village shall not contest Employee’s claim for unemployment benefits, unless the Employee applies for and receives Illinois Municipal Retirement Fund pension benefits, in which case, the Village may contest the Employee’s claim for unemployment benefits to the extent that the unemployment benefit amount may be reduced by the Employee’s pension amount, in accordance with the Illinois Unemployment Insurance Act.

d. The Village shall provide Employee with a letter of reference substantially similar to the example in Schedule A to this Agreement.

e. The Village shall pay Employee all earned and accrued vacation time at the Employee's Separation Date and vacation will be frontloaded from January 1, 2025 until June 30, 2025 (as noted in the Separation Agreement and General Release the employee signs as an incentive condition). This incentive only applies to employees who are actually separated from employment. Not to employees who transition into another job with the Village after the Changeover Date.

f. The Village shall provide health insurance at the same rate as the employee is currently paying for up to 4 months if no other insurance options are available to the employee after the separation through a future employer.

2. The Incentive Conditions, each of which must be satisfied, are as follows: (a) Employee shall not resign his or her employment prior to the Changeover Date; (b) Employee shall not abuse sick leave; provided, Employee may use more sick days per calendar month if necessary for leave under the Family and Medical Leave Act or if supported by appropriate medical documentation; (c) Employee shall continue to perform his or her or her duties to the reasonable expectations of the Village; and (d) Employee enters into the Separation Agreement and General Release substantially similar to the example in Schedule B to this Agreement.

3. Nothing in this Agreement shall alter the disciplinary standards set forth in the collective bargaining agreement between the Village of Lake Zurich and the Fraternal Order of Police. The Village retains sole discretion to designate the Changeover Date and to modify the Changeover Date.

4. The Village may terminate Employee's employment prior to the Changeover Date. If Employee's employment terminates without Cause, then Employee shall be deemed to have satisfied subpart (a) of paragraph 2 of this Agreement. If Employee's employment terminates for Cause, then Employee shall be deemed not to have satisfied subpart (a) of paragraph 2 of this Agreement. For purposes of this Agreement, "**Cause**" for probationary employees means (i) the failure of Employee to comply with any of the material provisions of this Agreement; (ii) a criminal conviction by a court of competent jurisdiction (other than minor traffic offenses for which a fine is the only available penalty) or entry a plea of guilty or no contest, the effect of which damages the Village's reputation or otherwise interferes with Employee's ability to perform his or her job duties for the Village; (iii) the refusal, failure or neglect of Employee to perform his or her or her services in a manner satisfactory to the Village; or (iv) the engagement by Employee in illegal, unethical or other wrongful conduct. "**Cause**" for non-probationary employees shall mean "just cause" as set forth in the collective bargaining agreement with the Fraternal Order of Police.

5. Employee, for and on behalf of himself or herself or herself and each of his or her or her personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits, and discharges the Village from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as "Claims"), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date he or she signs this Agreement, or at any time previously held against the Village, or any arising out of any matter whatsoever (with the exception of

breaches of this Agreement), including without limitation, any Claims arising out of a severance pay policy, practice or contractual obligation.

6. This Agreement supersedes all of the Village's policies and practices, and all previous oral and written agreements, understandings and communications between Employee and the Village, only with respect to severance and the Stay Benefits. No change, modification or amendment of any provision of this Agreement shall be valid unless made in writing and signed by Employee and an authorized representative of the Village.

7. This Agreement shall be subject to and governed by the laws of the State of Illinois without regard to any conflicts of law rules or provisions, irrespective of the fact that Employee may be a resident of a different state. The Agreement shall be binding upon and inure to the benefit of the Village and Employee, and Employee's executors, administrators, personal representatives and heirs. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement. Employee's obligations and benefits under this Agreement may not be delegated or assigned. The Village's obligations under this Agreement may be assigned without consent of Employee.

THE VILLAGE OF LAKE ZURICH

EMPLOYEE

By: _____
Its: Mayor Date Date

SCHEDULE A

Sample Letter of Reference

To Whom It May Concern:

_____ was employed at the Village of Lake Zurich from _____ until _____. Due to the State of Illinois' dispatch consolidation mandate, the Village has outsourced Communications Dispatch Center and _____ was impacted by this outsourcing.

_____ was a Telecommunicator for the Village. In that role s/he had as a primary responsibility to receive and process in an accurate and timely manner emergency and non-emergency calls for police, fire, emergency medical and other public safety service via telephone and other communication devices. Examples of work performed are:

1. Receive emergency and non-emergency calls from the public and accurately assign their requests to the correct jurisdiction and response from police, fire, EMS, and/or other allied public safety resources.
2. Dispatch appropriate units and resources to police, fire, EMS, and other public safety incidents.
3. Provide communications coordination of public safety resources.
4. Monitor, enter information and retrieve information utilizing computer-aided dispatch (CAD) system for complaint taking, location verification, monitoring status of field units, resource dispatching, record locating, and coordinating public safety incidents for the duration of assigned shift.
5. Transmission and retrieval of information through in-house, local, county, state and federal law enforcement data networks.
6. Accurate recording of information on a variety of forms, logs, and computer screens as dictated by Village of Lake Zurich, Village Public Safety Official Manual and the Village Communications policies and procedures.
7. Accurately follow established protocols for Emergency Medical Dispatching on all medical emergencies.
8. Monitor (2) police, fire, ISPERN, IFERN, Local Government, Point radio frequencies for duration of shift.
9. Ability to control phone conversations in order to obtain necessary information and relay to responding units.
10. Prioritize, handle and transfer multiple incoming phone calls.
11. Continual prioritizing of incoming calls, radio traffic and walk-in traffic.

_____ leaves the Village in good standing. Had it not been for the outsourcing of the entire Communications Dispatch Center, s/he would still be a valued employee of the Village of Lake Zurich.

If you would like further information, please contact me at _____.

Sincerely,

SCHEDULE B

Sample Separation Agreement and General Release

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release ("***Agreement***") is entered into by and between [Employee Name] ("***Employee***") and the Village of Lake Zurich, an Illinois local government in the County of Lake (the "***Village***"):

1. Termination of Employment. Employee acknowledges that his or her employment with the Village terminated effective _____, _____ (the "***Separation Date***").

2. Compensation Owed. Employee acknowledges receipt of all compensation (including, but not limited to, all wages and benefits except accrued but unused paid time off) due from the Village through the payroll period immediately prior to the Separation Date. Employee shall receive all final compensation, including accrued but unused paid time off, on the first regular payday covering the payroll period of the Separation Date.

3. Separation Benefits. Subject to the provisions of this Agreement and to resolve any Claims (defined in paragraph 6 of this Agreement), the Village shall provide Employee with the Stay Benefits described in the Special Stay Agreement previously entered into between Employee and the Village pursuant to the terms set forth therein (the "***Separation Benefits***").

4. Consideration. Employee acknowledges that he or she would not be entitled to the Separation Benefits provided for in paragraph 3, above, in the absence of his or her signing of this Agreement, that the Separation Benefits constitute a substantial economic benefit to Employee, and that they constitute good and valuable consideration for the various commitments undertaken by him or her in this Agreement.

5. Parties Released. For purposes of this Agreement, the term "***Releasees***" means the Village, its successors, assigns, benefit plans, and plan administrators; and their respective past and present elected officials, appointed officials, trustees, employees, agents, independent contractors, attorneys and insurers

6. General Release. Employee, for and on behalf of himself or herself and each of his or her personal and legal representatives, heirs, devisees, executors, successors and assigns, hereby acknowledges full and complete satisfaction of, and fully and forever waives, releases, acquits, and discharges the Releasees from any and all claims, causes of action, demands, liabilities, damages, obligations, and debts (collectively referred to as "***Claims***"), of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, which Employee holds as of the date he or she signs this Agreement, or at any time previously held against the Releasees, or any of them, arising out of any matter whatsoever (with the exception of breaches of this Agreement) ("***General Release***"). This General Release specifically includes, but is not limited in any way to, any and all Claims:

a. Arising out of or in any way related to Employee's employment with the Village or the termination of his or her employment;

b. Arising out of or in any way related to any contract or agreement or between Employee and the Village;

c. Arising under or based on the Equal Pay Act of 1963 (EPA); Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991 (42 U.S.C. § 1981a); Section 1981 of the Civil Rights Act of 1866 (42 U.S.C. § 1981); the Americans with Disabilities Act of 1990, as amended (ADA); the Family and Medical Leave Act of 1993 (FMLA); the Illinois Public Labor Relations Act (IPLRA); the federal False Claims Act (FCA); the Worker Adjustment and Retraining Notification Act of 1988 (WARN); the Employee Retirement Income Security Act of 1974 (ERISA) (excepting claims for vested benefits, if any, to which Employee is legally entitled thereunder); the Uniformed Services Employment and Reemployment Rights Act (USERRA); and the Genetic Information Nondiscrimination Act (GINA);

d. Arising under or based on the Age Discrimination in Employment Act of 1967 (ADEA), as amended by the Older Workers Benefit Protection Act (OWBPA), and alleging a violation thereof based on any action or failure to Act by Releasees, or any of them, at any time prior to the date Employee signs this Agreement;

e. Arising under or based on the Illinois Constitution; the Illinois Wage Payment and Collection Act; the anti-retaliation provisions of the Illinois Workers' Compensation Act, the Illinois Minimum Wage Law, the Illinois Whistleblower Act, and the Illinois Human Rights Act; and

f. Arising out of or in any way related to any federal, state, county or local constitutional provision, law, statute, ordinance, decision, order, policy or regulation (i) prohibiting employment discrimination, providing for the payment of wages or benefits, providing for a paid or unpaid leave of absence; (ii) otherwise creating rights or claims for employees, including, but not limited to, any and all claims alleging breach of public policy, whistle-blowing, false claims, retaliation, the implied obligation of good faith and fair dealing; any express or implied oral or written contract, handbook, manual, policy statement (including a severance policy) or employment practice; or (iii) relating to misrepresentation, defamation, libel, slander, interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, false imprisonment, assault, battery, fraud, negligence, or wrongful discharge.

Excluded from the above release are any claims or rights which cannot be waived by law. Also excluded from the release is Employee's right to file a charge with an administrative agency or participate in any agency investigation. Employee is, however, specifically waiving his right to recover any money should any federal, state, or local administrative agency pursue any claim on his behalf arising out of or related in any way to his employment with and separation of employment from the Village. Employee is also waiving his right to recover money in connection with a charge or lawsuit filed by any other individual or by any federal or state agency. Similarly, excluded from the above release are any claims or rights the Union representing the Employee may have against the Village. However, Employee is waiving his right to recover monetarily from any such resolution.

7. Intended Scope of Release. It is the intention of the parties and is fully understood and agreed by them that this Agreement includes a General Release of all Claims (with the exception of breaches of this Agreement and claims for vested benefits, if any, to which Employee is legally entitled under ERISA), which Employee holds or previously held against the Releasees, or any of them, whether or not they are specifically referred to herein. No reference herein to any specific claim, statute or obligation is intended to limit the scope of this General Release and, notwithstanding any such reference, this Agreement shall be effective as a full and final bar to all Claims of every kind and nature, whether known or unknown, suspected or unsuspected, or fixed or contingent, released in this Agreement.

8. Waiver of Rights. As part of the foregoing General Release, Employee is waiving all of his or her rights to any recovery, compensation, or other legal, equitable or injunctive relief (including, but not limited to, compensatory damages, liquidated damages, punitive damages, back pay, front pay, attorneys' fees, and reinstatement to employment), from the Releasees, or any of them, in any administrative, arbitral, judicial or other action brought by or on behalf of Employee in connection with any Claim released in this Agreement.

9. Covenant Not to Sue. In addition to all other obligations contained in this Agreement, Employee agrees that he or she will not initiate, bring or prosecute any suit or action against any of the Releasees in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall preclude Employee from bringing suit to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act.

10. Remedies for Breach. If Employee, or anyone on his or her behalf, initiates, brings or prosecutes any suit or action against the Village in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement (except to challenge the validity or enforceability of this Agreement under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act), or if Employee breaches any of the terms of this Agreement, then Employee shall be liable for the payment of all damages, costs and expenses (including attorneys' fees) incurred by the Releasees, or any of them, in connection with such suit, action or breach.

11. No Admission of Liability. Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the Releasees, or any of them. The Releasees expressly deny any liability of any kind to Employee, and particularly any liability arising out of or in any way related to his or her employment with the Village or the termination of his or her employment.

12. Additional Covenants and Warranties.

a. Confidentiality Regarding the Terms of Separation. Employee shall keep confidential the circumstances surrounding the termination of his or her employment with the Village, as well as the existence of this Agreement and its terms (collectively, the “**Confidential Information**”), and agrees that neither he, nor his or her attorneys, nor any of his or her agents, shall directly or indirectly disclose any Confidential Information (other than to the Equal Employment Opportunity Commission, or any other federal, state or local fair employment practices agency), unless written consent is given by the Village’s Mayor, or unless required to

comply with any federal, state or local law, rule or order. However, this paragraph will not prohibit Employee from disclosing the Confidential Information to his or her spouse or to his or her attorneys, accountants or other tax consultants as necessary for the purpose of securing their professional advice, or in connection with any suit or action alleging a breach of this Agreement; provided those individuals agree to the same confidentiality obligations to which Employee is obligated under this paragraph. A breach of confidentiality by Employee's spouse, attorneys, accounts or tax consultants shall be treated as a breach by Employee. Furthermore, Employee represents and warrants that prior to signing this Agreement he or she has not disclosed to anyone any Confidential Information except as permitted by this paragraph.

b. Post-Employment Statutory and Contractual Obligations. Employee reaffirms and agrees to abide by all confidentiality and nondisclosure obligations to which he or she is subject under the common law, Illinois law and any contract or agreement between himself or herself and the Village, all of which are incorporated by reference herein.

c. No Attempt to Access the Computer Network. Employee agrees that he or she will not access or attempt to access, directly or indirectly, by any matter whatsoever, the Village's computer network, including without limitation, the Village's e-mail system, the Village's electronic document storage and retrieval system, and the Village's computer network servers and related equipment.

d. Future Cooperation. Employee agrees to cooperate with the Village with respect to any internal investigation or judicial or administrative (investigatory or adjudicatory) proceeding that arises or exists between the Village or any of its insurance carriers and any current or former employee, or other third party. Cooperation with the Village includes, without limitation, telephonic or in-person discussions with the Village's internal and external legal counsel during regular business hours.

e. Warranty of Return of the Village Property. Employee warrants and acknowledges that he or she has turned over to the Village all equipment or other property issued to him or her by the Village, along with all documents, notes, computer files, and other materials which he or she had in his or her possession or subject to his or her control, relating to the Village and/or any of its clients. Employee further warrants and acknowledges that he or she has not retained any such documents, notes, computer files or other materials (including any copies or duplicates thereof).

g. Covenant Not to Access the Village's Premises. Employee agrees that, following the Separation Date, he or she will not access or attempt to access non-public areas of the Village's premises and will not request another person to access or attempt to access non-public areas of the Village's premises on his or her behalf without the consent of the Police Chief.

h. Warranty Regarding Lack of Workplace Injury. Employee warrants and represents that he or she has not suffered and is not currently suffering from an injury incurred or aggravated in the course of his or her employment with the Village.

13. Reinstatement or Rehire. Employee acknowledges that he or she is eligible to apply for available positions with the Village, but that he or she will not be afforded any priority or preference with respect to selection for available positions.

14. Older Workers Benefit Protection Act. In compliance with the Older Workers Benefit Protection Act, 29 U.S.C. § 626(f), Employee hereby acknowledges that he has knowingly and voluntarily signed and entered into this Agreement and that:

- a) This Agreement is written in a language that he understands, and he understands all of the terms of this Agreement;
- b) This Agreement includes a waiver and release of claims under the Age Discrimination in Employment Act (ADEA) as described in paragraph 6 above;
- c) The Village is hereby advising Employee to consult with an attorney before signing this Agreement;
- d) This Agreement waives and releases only those claims and rights arising prior to the date he signs this Agreement;
- e) Employee understands that he has a period of forty-five (45) days in which to consider this AGREEMENT. This Agreement may not be signed by Employee prior to the Separation Date.
- f) He is not otherwise entitled to the benefits described in Paragraph 3 of this Agreement.

16. Warranty of Understanding and Voluntary Nature of Agreement. Employee acknowledges that he or she has carefully read and fully understands all of the provisions of this Agreement; that he or she knows and understands the rights he or she is waiving by signing this Agreement; and that he or she has entered into the Agreement knowingly and voluntarily, without coercion, duress or overreaching of any sort.

17. Revocation Period. Employee understands that he or she has the right to revoke this Agreement at any time within seven (7) days after he or she signs it and that the Agreement shall not become effective or enforceable until this revocation period has expired without revocation. If revocation is by mail, it must be post-marked no later than the seventh (7th) after Employee signed this Agreement and should be sent to the attention of **Douglas Gibson, 70 East Main Street, Lake Zurich Illinois, 60047.**

18. Severability. The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions. Furthermore, any invalid or unenforceable provisions shall be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or, if such provision cannot under any circumstances be modified or restricted, it shall be excised from the Agreement without affecting the validity or enforceability of any of the remaining provisions. The parties agree that any such

modification, restriction or excision may be accomplished by their mutual written agreement or, alternatively, by disposition of a court or other tribunal.

19. Entire Agreement/Integration. This Agreement, in conjunction with Employee's Special Stay Agreement, constitutes the sole and entire agreement between Employee and the Village with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subjects.

20. No Waiver By the Village. No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Employee and the Village's Mayor.

21. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, Employee and his or her personal and legal representatives, heirs, devisees, executors, successors and assigns, and the Village and its successors and assigns.

22. Choice of Law. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

23. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement.

VILLAGE OF LAKE ZURICH

EMPLOYEE

By: _____
Its: Mayor Date Date



At the Heart of Community

POLICE DEPARTMENT

200 Mohawk Trail
Lake Zurich, Illinois 60047
(847) 719-1690
www.lakezurich.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Village of Lake Zurich (“Village”), and the Fraternal Order of Police, Lake Zurich Local Council 190-2 (hereinafter referred to as the “Local Council”).

WHEREAS, the parties have conferred regarding a certain temporary modification of the terms and conditions set forth in the existing “CBA” (January 1, ~~2022-2025~~ through December 31, ~~2024~~~~2025~~) relative to communication training pay and shift differential pay; and

WHEREAS, the parties have agreed to temporarily modify the communication training pay and shift differential pay for the duration of the current CBA when training is occurring;

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

1. Section 13 of the “CBA” is modified to read in its entirety:

Section 13. Communication Training Pay.

Any employee assigned or acting as a Communication Training Telecommunicator shall receive one half (.5) hour at 1 ½ times his regular rate of pay for each two (2) hour block the employee is training a telecommunicator.

Any employee assigned or acting as a Communication Training Telecommunicator shall also receive a \$25 stipend for each two (2) hour block the employee is training a telecommunicator.

Any employee assigned or acting as a partner telecommunicator shall receive a \$25 stipend for each two (2) hour block in which training is taking place.

All telecommunicators that work between 11:00 p.m. and 7:00 a.m. on days that training is taking place shall receive 10% differential pay.

2. All other terms of the “CBA” shall remain in full force and effect.
3. The parties intend that claimed failures to abide by the terms of this Memorandum of Understanding may be addressed through the Grievance Procedure set forth in the “CBA”.
4. The parties agree and understand that the provisions contained within this Memorandum of Understanding, and amendments to the “CBA”, are agreed to for the duration of the CBA when training is taking place and that they shall not be deemed a “past practice” nor

be deemed to bind either party from asserting a different position, or reverting to the original contract language, upon expiration of this Memorandum of Understanding or in any future negotiation of a successor collective bargaining "CBA".

5. The parties agree that this Memorandum of Understanding shall be effective January 1, 2023 only while training a new telecommunicator, and will automatically terminate on December 31, ~~2024~~2025, at which time the Parties shall revert to the language as set forth in the current "CBA".

**Illinois Fraternal Order of Police
Labor Council**

Village of Lake Zurich

By: /s/ Robert Meglei
Field Representative

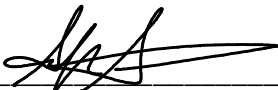
By: _____
Village Manager

Date: 2/3/2025

Date: _____

**Fraternal Order of Police Lake Zurich
Lodge #190-2**

By: /s/ Robert Meglei on behalf of Ryan Kulig
President

By:  _____

Date: 2/3/2025

Date: 2/3/2025

By: _____

Date: _____