

**VILLAGE OF VERNON HILLS
RESOLUTION 2024-021**

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (TELECOMMUNICATORS) EXTENDING THE CURRENT COLLECTIVE BARGAINING AGREEMENT AND TO OUTLINE THE TERMS OF STAY BENEFITS

(EXTENDED TERM: MAY 1, 2025 to APRIL 30, 2026)

WHEREAS, the President and Board of Trustees of the Village of Vernon Hills, Illinois (the “Village”) desire to enter into an extended labor contract for the employment of all full-time Telecommunicators with the terms set forth in the attached “SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL REGARDING TELECOMMUNICATORS (Term May 1, 2025 to April 30, 2026)” (the “Agreement”), a copy of which is attached hereto as **Exhibit “A”** and made part hereof; and

WHEREAS, the Agreement contains a one (1) year extension of the current collective bargaining term from May 1, 2025 to April 30, 2026, and provides a wage increase of 2.75% for one (1) year with an additional 2.25% equity adjustment; and

WHEREAS, the Village desires to provide bargaining unit members with an incentive to continue his or her employment through the date that the Village’s telecommunicator and dispatch functions are fully transferred to the successor consolidated dispatch center, in the form of Stay Benefits and establishes the terms of Stay Benefits in the Agreement; and

WHEREAS, the Agreement establishes the terms of Stay Benefits which shall pay an eligible employee a benefit equal to one (1) week of the Employee’s regular base salary for every year of service as a full-time telecommunicator with the Village, provided the Stay Bonus shall in no event be less than seven (7) weeks of the Employee’s regular base salary; and

WHEREAS, the Village of Vernon Hills, a home rule Illinois municipal corporation, has the authority to approve and enter into the attached Agreement (**Exhibit “A”**) pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and finds that entering into the Agreement is in the best interests of the Village; and

WHEREAS, the Village desires to extend the same terms of the side letter agreement, specifically the updated wage schedule and Stay Benefits to the position of Telecommunications Manager; and

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Vernon Hills authorize the approval

and execution of the attached “SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL REGARDING TELECOMMUNICATORS (Term May 1, 2025 to April 30, 2026)” (the “Agreement”), a copy of which is attached hereto as Exhibit “A” and made a part hereof. The Board of Trustees further authorize and direct the Village President and the Village Clerk, or their designees, and/or the Village Manager, or his/her designee, to execute and deliver the final version of the attached Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill the Village’s obligations under the Agreement. The President and Board of Trustees of the Village of Vernon Hills further authorize the payment of all costs that are necessary to fulfill the Village’s obligations under the Agreement.

SECTION 3: The President and Board of Trustees of the Village of Vernon Hills further authorize and direct the Village Clerk, the Village Manager and/or the Village Attorney, or their designees, to transmit the executed originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

DATED at Vernon Hills, Illinois, the 9th day of July, 2024.

This resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Adopted by roll call vote as follows:

AYES: 7 – Marquardt, Forster, Oppenheim, Schenk, Takaoka, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 – None



Roger L. Byrne, Village President

PASSED: 07/09/2024

APPROVED: 07/09/2024

ATTEST: 07/09/2024



Kevin Timony, Village Clerk



EXHIBIT A

**SIDE LETTER AGREEMENT BETWEEN THE VILLAGE OF VERNON HILLS AND THE
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL REGARDING
TELECOMMUNICATORS**

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THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REGARDING TELECOMMUNICATORS**

THIS SIDE LETTER AGREEMENT is entered into by and between the VILLAGE OF VERNON HILLS, an Illinois municipal corporation (hereinafter referred to as the “Village”), and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (hereinafter referred to as the “Union”), representing Vernon Hills full-time telecommunicators.

WHEREAS, the Village and the Union had previously entered into a collective bargaining agreement, which expires on April 30, 2025 (the “Agreement”); and

WHEREAS, the Village has entered an intergovernmental agreement to consolidate its dispatch operations with other jurisdictions. Consequently, the bargaining unit members with the Village shall terminate on or about July 1, 2025 (“Layoff Date”) as a result of those consolidation efforts; and

WHEREAS, the Village has notified the Union of the Village’s intention to subcontract the Village’s telecommunicator and dispatch functions; and

WHEREAS, each Employee’s Layoff Date may be extended or shortened based on the needs of the Village and the successor consolidated dispatch center; and

WHEREAS, Article XXII of the Agreement, provides benefits to bargaining unit members who are laid off due to subcontracting and who are not hired by the successor consolidated dispatch center; and

WHEREAS, the Village desires to provide bargaining unit members with an incentive to continue his or her employment through the Employee’s Layoff Date, and through the date that the Village’s telecommunicator and dispatch functions are fully transferred to the successor consolidated dispatch center, currently estimated to be July 1, 2025, (“Changeover Date”), in the form of the Stay Benefits, described below pursuant to the terms and conditions of this Side Letter Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Village and the Union agree as follows:

1. The recitals of this Side Letter Agreement are adopted as stated herein.
2. The Union and Employee acknowledge that the Village has provided notice to subcontract telecommunicator and dispatch functions and to layoff bargaining unit members, and waives the notice to subcontract required in Article XXII of the Agreement.
3. The Village shall provide each Employee with additional written notice of the effective date of the layoff of each Employee when the actual Layoff Date is determined by the Village. It is anticipated that layoffs may occur before the Changeover Date, or on the Changeover Date. The

Village retains sole discretion to designate each Employee's Layoff Date and the Changeover Date, and to modify such dates based on the needs of the Village and the successor consolidated dispatch center.

4. Only Employees employed by the Village through each Employee's Layoff Date, and employed by the successor consolidated dispatch center on the Changeover Date (in the event the Employee is offered employment by the successor consolidated dispatch center) are eligible to Stay Benefits. In the event that an Employee is not offered employment by the successor consolidated dispatch center, or does not accept employment by the successor consolidated dispatch center, the Employee is eligible to Stay Benefits so long as the Employee is employed by the Village through the Employee's Layoff Date.

5. Provided an Employee meets all of the conditions defined herein this Side Letter Agreement, and in lieu of the benefits provided in Article XXII of the Agreement, each bargaining unit member shall be entitled to Stay Benefits, as follows:

- a) The Village shall pay an Employee a benefit equal to one (1) week of the Employee's regular base salary for every year of service as a full-time telecommunicator with the Village of Vernon Hills (the "**Stay Bonus**"), provided the Stay Bonus shall in no event be less than seven (7) weeks of the Employee's regular base salary. Such Stay Bonus shall be paid in a separate paycheck, net of all withholdings for federal and state taxes, but subject to other applicable deductions.

With the expectation that each Employee shall continue to work for the Village through the Employee's Layoff Date, one (1) week of the Employee's Stay Bonus ("Advanced Stay Bonus") shall be paid to the Employee within thirty (30) calendar days following the Village's execution of the intergovernmental agreement with Lake Comm. Employees hired after the Village's execution of the intergovernmental agreement with Lake Comm which such intergovernmental agreement is in effect shall receive the Advanced Stay Bonus within ninety (90) days from the Employee's hire date or Layoff Date, whichever occurs first. The Employee shall not be required to reimburse the Village for the Advanced Stay Bonus in the event that the Changeover Date does not occur.

In the event that an Employee receives the Advanced Stay Bonus but is separated from employment with the Village before the Employee's Layoff Date, the Employee acknowledges and agrees that the Advanced Stay Bonus shall be reimbursed to the Village through a deduction of the Employee's final paycheck.

The remainder of the Stay Bonus shall be paid in a single lump sum on the Village's first regularly scheduled payday occurring the first day of the second calendar month following the Changeover Date, at the rate of pay in effect on the Employee's Layoff Date. In the event that an Employee's Layoff Date occurs before May 1, 2025, the remainder of the Stay Bonus shall include any cost of living increase and equity increase agreed to between the parties, as set forth in Paragraph 13 hereinbelow. In the event that the Changeover Date does not occur on or before September 30, 2025, Employees who retire from the Village on or after September 30, 2025, and are 55 years of age and fully vested in an IMRF pension, shall receive the remainder of the Stay Bonus in a single lump sum on the Village's first regularly scheduled payday occurring the first day of the second calendar month following the Employee's retirement.

The parties acknowledge that, due to the potential that an Employee's Layoff Date may occur months before the Changeover Date, the Stay Bonus may not be paid at the same time as the Employee's final paycheck with the Village.

- b) Pay for the Employee's earned but unused compensatory time which payment shall be subject to all normal withholdings, and pay for the Employee's earned but unused vacation, holiday, and personal time shall be deposited into the Employee's RHS account. Such payment shall be paid in a single lump sum on the Village's first regularly scheduled payday occurring the first day of the second calendar month following the Changeover Date.
- c) Pay for fifty (50%) percent of the Employee's earned unused sick leave at the time of separation. This payment shall be deposited into the Employee's RHS account. Such payment shall be paid in a single lump sum on the Village's first regularly scheduled payday occurring the first day of the second calendar month following the Changeover Date.
- d) Upon request, provide a neutral employment reference letter for such Employee, which letter shall state the Employee's date of hire, final date of employment, the Employee's last held position, the Employee's final rate of pay, and that the Employee was laid off in good standing.
- e) Upon request, provide the effected layoff Employee with available copies of training certificates or other awards earned while employed by the Village. Such request will be honored if made no later than thirty (30) days after the effective date of the Employee's layoff.

6. Each Employee shall be entitled to the Stay Benefits provided that they meet the conditions set forth in this Side Letter Agreement, including the following conditions:

- a) Employee shall not separate his or her employment with the Village prior to the Employee's Layoff Date, and shall not separate Employee's employment with the successor consolidated dispatch center prior to the Changeover Date (in the event the Employee is offered employment by the successor consolidated dispatch center). In the event that Employee is not offered employment by the successor consolidated dispatch center, or does not accept employment by the successor consolidated dispatch center, Employee shall not separate his or her employment with the Village prior to the Employee's Layoff Date;
- b) Employee shall continue to perform his or her duties to the reasonable expectations of the Village; and
- c) Employee executes a waiver of any and all claims upon the termination of their employment with the Village.

7. 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.

8. Nothing in this Agreement shall Employees guarantee continued employment with the Village prior to Employee's Layoff Date, or prevent either Employee or the Village from terminating the employment relationship, subject to the Agreement. However, an Employee who separates from employment with the Village prior to Employee's Layoff Date shall not be entitled to the Stay Benefits.

9. The Village shall attempt to place the laid off Employees with the successor consolidated dispatch center, but the Village does not guarantee that such laid off Employees will be hired by the successor consolidated dispatch center.

10. The Village shall have the right to assign bargaining unit work to non-bargaining unit employees at the Village's discretion, and the right to assign bargaining unit employees duties that bargaining unit employees have or have not historically performed. Before the Changeover Date, and in the event that the Village enters into an agreement to provide dispatch services for other agencies, the parties agree to re-open wages, upon the Union's request, in order to bargain compensation, provided that the Village may immediately implement providing the dispatching services notwithstanding such bargaining.

11. All other provisions of the Agreement shall remain in full force and effect.

12. The Union and the Employer mutually agree to participate in Labor Management Meetings pursuant to Section 5.1 of the Agreement, to discuss the implementation and general administration of this Side Letter and share general information of interest to the parties.

13. In further consideration of the promises exchanged in this Side Letter, the parties further agree to extend the current collective bargaining agreement for a term of one year, as set forth in Exhibit A herein.

14. In further consideration of the promises exchanged in this Side Letter, the Union hereby withdraws Grievance Number, 221206-XMPK, filed on December 6, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter Agreement
this 9th day of July, 2024.

VILLAGE OF VERNON HILLS

By: [Signature]

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: [Signature]
By: [Signature]

By: [Signature]

(EMPLOYEE NAME)

By: Kevin Timony
Village Manager

EXHIBIT A

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WHEREAS, the Village and the Union had previously entered into a collective bargaining agreement, which expires on April 30, 2025 (the “Agreement”); and

WHEREAS, the Village and the Union desire to extend the current collective bargaining agreement for one year; and

WHEREEAS, the Village and the Union desire to amend wages and address the Illinois Paid Leave for All Workers Act in order to extend the current collective bargaining agreement for one year;

NOW, THEREFORE, in consideration of the mutual promises contained hereinafter, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Village and the Union agree as follows:

1. Section 16.7, entitled “Waiver of Paid Leave for All Works Act Benefits,” of the Agreement shall be added as follows:

Section 16.7 – Waiver of Paid Leave for All Works Act Benefits

In consideration of paid leave provided herein this Agreement, including sick leave, vacation leave, personal hours/floating holidays, and bereavement leave, bargaining unit members hereby waive the paid leave provided by the Paid Leave for All Workers Act (820 ILCS 192/1 *et seq.*), and all provisions of said Act.

2. Section 20.1, entitled “Wage Schedule,” of the Agreement shall be amended as follows:

Effective May 1, 2022, employees shall receive a 3.0% increase. Effective May 1, 2023, employees shall receive a 2.75% increase. Effective May 1, 2024, employees shall receive a 2.5% increase. Effective May 1, 2025, employees shall receive a 2.75% increase and a 2.25% equity adjustment. Employees who are at Step 7 shall also receive the 2.25% equity adjustment. Appendix "C" contains the Wage Schedules for the above-referenced time periods.

Should the State of Illinois reduce the amount of funding it provides to the Village through the Local Government Distributive Fund ("LGDF"), the parties agree to meet and discuss the financial impact on the Village operations and related costs.

3. Article XXV, entitled "Duration," of the Agreement shall be amended as follows:

This Agreement shall be effective from 12:01 a.m. on May 1, 2013 and shall remain in full force and effect until 12:59 p.m. on April 30, 2026. It shall continue in effect from year to year thereafter unless a notice of demand to bargain is given in writing by either party no earlier than one hundred twenty (120) days preceding expiration. The notice referred to shall be considered to have been served on the other party as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the date of receipt.

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

4. Appendix "C", entitled "Wage Schedules Village of Vernon Hills Step Program," of the Agreement shall be amended as follows:

APPENDIX "C"

EFFECTIVE 5/1/2022 - 3.0%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Annual	\$62,960	\$66,661	\$70,367	\$74,070	\$77,772	\$81,476	\$85,179
EFFECTIVE 5/1/2023 - 2.75%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Annual	\$64,691	\$68,494	\$72,302	\$76,107	\$79,911	\$83,717	\$87,521
EFFECTIVE 5/1/2024 - 2.50%							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Annual	\$66,308	\$70,206	\$74,109	\$78,010	\$81,909	\$85,810	\$89,709
EFFECTIVE 5/1/2025 - 2.75% +2.25% Equity Adjustment							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Annual	\$69,623	\$73,716	\$77,814	\$81,911	\$86,004	\$90,101	\$94,194

5. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Side Letter Agreement this 9th day of July, 2024.

VILLAGE OF VERNON HILLS

By: [Signature]

ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL

By: [Signature]

By: [Signature]

By: [Signature]